

**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 0.2663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

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

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

## Personal information

### Source of Income

## Credit References

## Personal References

APP 003244  
Page 1 of 4  
ROA 001650

## 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? _____ <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">Internet</div>			Saw Store		Television		Yellow Pages		Repeat Customer	
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:**

NA

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

9/8/14  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Affidavit

STATE OF NEVADA  
COUNTY OF CARSON

Title Loan Agreement No.: 14069-0125201  
Date: 9/8/14

Customer Name: Neil Jasso  
Address: 4 Arizona Circle  
Carson City, NV 89701  
Co-Borrower Name:  
Address:

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

2020 E. William St  
Carson City, NV 89701

Vehicle Information: VIN: 1D7HU18288J106047  
License Plate State and No: 531YBC Color: Blue Year: 2008 Make: Dodge Model: Ram 1500

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, Neil Jasso, 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 1D7HU18288J106047	YEAR 2008	MAKE DODG	MODEL RAM 1500 Q	VEHICLE BODY TCW	TITLE NUMBER NV002320057
DATE ISSUED 12/13/2007	ODOMETER MILES 5	FUEL TYPE G	SALES TAX PD	EMPTY WT 5258	GROSS WT 6700
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	

### OWNER(S) NAME AND ADDRESS

JASSO NEIL  
LOPEZ ALONZO ANGEL CALERO  
4 ARIZONA CIR  
CARSON CITY NV 89701-5410

OR

### LIENHOLDER(S) NAME AND ADDRESS

DC FIN SVCS AMER LLC  
PO BOX 997533  
SACRAMENTO CA 95899-7533

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

SIGNATURE OF AUTHORIZED AGENT

MAY 19 2014

DATE

DC FIN SVCS AMER LLC

PRINTED NAME OR COMPANY STAMP

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.

1011441B

(THIS IS NOT A TITLE NO.)

RD-2 (Rev. 1/06)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003249  
ROA 001655



## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN: 1D7H1162801106947  
 YEAR: 2008 MAKE: DODGE MODEL: RAM 1500 4D  
 DATE ISSUED: 05/19/2014 ODOMETER MILES: 5 MILE TYPE: 5 SALES TAX PD: 5258  
 VEHICLE ORIGIN: CERTIFICATE ISSUED: ACTUAL MILES: 5258  
 TITLE NUMBER: NV007221176

OWNER'S NAME AND ADDRESS  
 JASSO NEIL  
 LOPEZ ALONZO ANGEL CALERO  
 4 ARIZONA CIR  
 CARSON CITY NV 89701-5410

OR

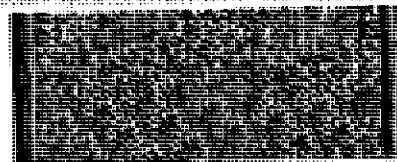
LENDER'S NAME AND ADDRESS  
 TITLEMAX OF NEVADA  
 2020 E WILLIAM ST  
 CARSON CITY NV 89701-2701

LENDER 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 MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO  
 COMPLETE OR FURNISH A FALSE STATEMENT MAY SUBJECT YOU TO PENALTY AND IMPROPERLY  
 THE INFORMATION PROVIDED HEREON IS SUBJECT TO THE FOLLOWING: 1. ALL INFORMATION MUST BE PROVIDED TO THE FOLLOWING:

Federal Full Legal Name of Buyer

Federal Driver's License Number or Identification Number

Federal Full Legal Name of Buyer

Federal Driver's License Number or Identification Number

I certify to the best of my knowledge that the information provided in the above statement is true and correct.

Date

Full Name

EXEMPTION REASON

☐ NO  
☐ TENTATIVE

The vehicle is exempt from payment of the excise tax because:  
 The vehicle is used for purposes of the commercial code.  
 The vehicle is used for purposes of the commercial code.  
 The vehicle is used for purposes of the commercial code.

Signature of Authorized Agent

Printed Name of Authorized Agent

First name of the above authorized agent/agent name by the authorized agent

Printed Name of Agent

Last name of Agent

Signature of Buyer

Printed Name of Buyer

I hereby certify to the accuracy of the information provided in this statement of the  
 vehicle. The vehicle is used for purposes of the commercial code.  
 The vehicle is used for purposes of the commercial code.

Signature of Buyer

Printed Name of Buyer

Printed Name of Buyer

Date of Sale

ALTERATION OR ERASURE VOID THIS TITLE

APP 003250  
 ROA 001656

## Contact Information

9/8/2014

Company: Titlemax (314391)  
 Contact: Justine Pugliese  
 E-Mail: justine.pugliese@titlemax.com

Telephone: 775-883-1252  
 Fax:

## Notes

## Vehicle Info For 2008 Dodge Ram 1500 SLT Quad Cab 4WD

MSRP: \$33,610	VIN: 1D7HU18288J106047	Adj. State: National
Fin Adv: \$20,075	UVC: 2008240572	Mileage: 0
Equip Ret: \$37,490	MPG: 13/17	Mileage Cat: D
Tire Size: 275/60R20	Weight: 6800	Cylinders: 8
Base HP: 235 @ 4400	Fuel Type: Gas	Transmission: A
Taxable HP: 49.2	Wheelbase: 160.5	Drive Train: 4WD
Model Number: DR6H42	End of Term: 0	End of Term: 0
	Months:	Mileage:
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 9/8/2014

	X-CL	Clean	Average	Rough
Base	\$20,200	\$18,600	\$15,000	\$12,300
Options	\$750	\$750	\$750	\$750
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$20,950	\$19,350	\$15,750	\$13,050

## Trade In Black Book values as of 9/8/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$18,790	\$15,430	\$11,620
Options	N/A	\$750	\$750	\$750
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$19,540	\$16,180	\$12,370

## Retail Black Book values as of 9/8/2014

	X-CL	Clean	Average	Rough
Base	\$23,950	\$22,025	\$18,125	\$14,700
Options	\$750	\$750	\$750	\$750
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$24,700	\$22,775	\$18,875	\$15,450

## Residual Black Book values as of 9/8/2014

	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

- 20-Inch Wheel Package +450
- ✓ 5.7L HEMI V8 +600
- Big Horn +100
- ✓ Chrome Package +150
- Entertainment System +100
- Leather +750
- Lone Star +100
- Navigation System +100
- Power Running Boards +200
- Power Sunroof +350
- Sport App Package +100
- w/o AT - Exc Diesel -1000

APP 003251  
 ROA 001657

### Ability to Pay Summary

Loan Number	
Customer Name	Neil Jasso
Is Customer a Covered Borrower	No
Requested Loan Amount	\$9,980.00
Title Fee	\$20
MLV Amount	\$10,000
Gross Monthly Income	\$3,660.00
Current and Expected Monthly Obligations	\$500.00
Other TitleMax Loan Payment	
Rate Match/Rate for Other TitleMax Loan	7.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,160.00

TitleMax Loan Amount vs. Rate		
Amount	Rate	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	\$	10,020
Interest Rate		7.99%
Max Cash to Customer Amount	\$	10,000.00
Actual Cash to Customer Amount	\$	9,980.00
Title Fee Amount	\$	20
Total Loan Amount	\$	10,000

Amortized Loan Payment	\$1,920.07
Total Payback Amount	\$13,440.47
Minimum Payment to Extend	\$799.00
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,428.57

# Income Worksheet

Employee Use Only

## Income

Employment	Description	Amount
Gross Monthly Salary or Wages	3,660 Job	\$ 3,660
Part-Time Gross Monthly Salary or Wages	X	\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	Part 1: Please add all income amounts and enter amount here	+ \$ 3,660
<b>Total Monthly Expense</b>	Part 2: Please add all monthly expenses and enter amount here	- \$ 500
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		= \$ 3,160
Applicant Name: Neil Jasso		
Today's Date: 9/8/14		
Driver's License/Government Issued ID Number: [REDACTED]		
Alimony, child support or separate maintenance income need not be revealed if you do not wish it considered as a basis for repaying this obligation.		

# Cash Advance Snapshot Report

Filter ( Location: 14069 Loan: 14069-0125201 Ordered by Date)

Tm Carson City #1  
2020 E Williams Street  
Carson City, NV 89701  
(775)883-1252

09/08/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14069-0125201	09/08/2014	Jasso, Neil	A	\$13,440.47	\$10,000.00	\$2,494.64	\$12,494.64	\$0.00	0
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due
14069-0125201-1	NEL	9/8/2014 5:15		X	-	\$10,000.00	\$0.00	\$0.00	\$10,000.00
14069-0125201-2	PMT	9/22/2014 4:0	11/7/2014	X	-	(\$3,527.13)	\$372.87	\$3,900.00	(\$3,527.13)
14069-0125201-3	PMT	9/29/2014 3:4	11/7/2014	X	-	(\$1,699.32)	\$120.68	\$1,820.00	(\$1,699.32)
14069-0125201-4	FEE	10/8/2014 7:0		X	-	\$0.00	\$114.42	\$0.00	\$114.42
14069-0125201-5	LOG	11/6/2014 5:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0125201-6	PMT	11/7/2014 5:1	12/7/2014	X	-	\$0.00	\$381.41	\$382.00	(\$0.59)
14069-0125201-7	PMT	12/5/2014 4:5	1/6/2015	X	-	\$0.00	\$355.98	\$382.00	(\$26.02)
14069-0125201-8	FEE	12/7/2014		X	-	\$0.00	\$25.43	\$0.00	\$25.43
14069-0125201-9	LOG	1/6/2015 6:16		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0125201-10	LOG	1/6/2015 6:37		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0125201-11	FEE	1/8/2015 7:10		X	-	\$0.00	\$381.41	\$0.00	\$381.41
14069-0125201-12	LOG	1/7/2015 6:49		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0125201-13	PMT	1/16/2015 3:5	2/5/2015	X	-	\$0.00	\$127.14	\$382.00	(\$254.86)
14069-0125201-14	PMT	1/30/2015 4:5	3/7/2015	X	-	(\$82.22)	\$177.99	\$500.00	(\$322.01)
14069-0125201-15	FEE	2/5/2015 7:35		X	-	\$0.00	\$74.97	\$0.00	\$74.97
14069-0125201-16	PMT	3/6/2015 4:20	4/6/2015	X	-	\$0.00	\$362.34	\$384.00	(\$21.66)
14069-0125201-17	LRP	3/6/2015 4:26	4/6/2015	X	-	(\$4,691.33)	\$0.00	\$4,744.64	(\$4,744.64)
14069-0125201 Totals:		1				\$0.00	\$2,494.64	\$12,494.64	\$0.00 0
09/08/2014 Totals:				1		\$13,440.47	\$0.00	\$2,494.64	\$12,494.64 \$0.00 0

**A - 56**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2020 E WILLIAMS ST. CARSON CITY NV 89701

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Shelly Perkins - 264 S. Nevada St, Carson City, NV 89703

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?
14069-0149028	1/30/2015	\$5,020.00	8/28/2015	\$2,434.83	6&1	1064.98/1064.95	133.71%	YES

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

Is the loan secured? **YES** If so, what is the collateral? 2001 Ford F250 Super If secured by a vehicle title, is it filed and perfected? **YES**

What is the borrower's expected gross monthly income? \$2,500 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: \$10,650.00

(Applies to Title Loans Only)

Does the original term of the title loan exceed 30 days? **N/A**

(Applies to Title Loans Only)

Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? **N/A**Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? **YES**Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? **YES**Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2f)? **YES**Has the loan a collection account? **NO**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 daysAre receipts filed? **YES**

## VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Loan Active

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

Revised 10-15-2008

Confidential

## Title Loan Agreement

Date: 1/30/2015

Number: 14069-0149028

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14069-0149028	
FIRST NAME Shelly Renee	LAST NAME Perkins	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN [REDACTED]	DRIVERS LIC./STATE ID. NO [REDACTED]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 264 S. Nevada St		CO-CUSTOMER STREET ADDRESS	
City Carson City	STATE NV	ZIP CODE 89703	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
HOME PHONE [REDACTED]	DATE OF BIRTH [REDACTED]	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)883-1252	
LICENSEE STREET ADDRESS 2020 E Williams Street		LICENSEE CITY Carson City	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1ftnw21s91ed10748		LICENSE PLATE 049YRX	
VEHICLE YEAR 2001	VEHICLE MAKE Ford	VEHICLE MODEL F250 Super	COLOR Red/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 \$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 08/28/2015 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	3/1/2015 and each 30 days thereafter
1	\$1,064.95	8/28/2015

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

  
Customer's Signature      1/30/15  
Date

  
Its Authorized Agent      1-30-15  
Date

Co-Customer's Signature

Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Shelly Renee Perkins	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0149028  LOAN AGREEMENT DATE: 1/30/2015 4:50:39 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/04/2015 09:01:52 AM	
AMOUNT PAID: \$280.00		AGENT RECEIVING PAYMENT: Amanda Senn	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$280.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$280.00
BALANCE DUE ON LOAN:	\$5,356.96
NEXT SCHEDULED DUE DATE:	4/30/2015

- ☐ 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.

Steve Perkins  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Shelly Renee Perkins	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0149028		DATE/TIME OF RECEIPT OF PAYMENT: 04/18/2015 10:36:51 AM	
LOAN AGREEMENT DATE: 1/30/2015 4:50:39 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$301.70		AGENT RECEIVING PAYMENT: Scott Duns	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$301.70
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$301.70
BALANCE DUE ON LOAN:	\$5,342.72
NEXT SCHEDULED DUE DATE:	4/30/2015

- ☐ 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.

Steve Perkins  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Shelly Renee Perkins	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0149028  LOAN AGREEMENT DATE: 1/30/2015 4:50:39 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/04/2015 11:47:03 AM	
AMOUNT PAID: \$250.00		AGENT RECEIVING PAYMENT: Scott Duns	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$250.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$250.00
BALANCE DUE ON LOAN:	\$5,386.96
NEXT SCHEDULED DUE DATE:	3/31/2015

- ☐ 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.

Steve Pecky  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Shelly Renee Perkins	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0149028  LOAN AGREEMENT DATE: 1/30/2015 4:50:39 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 05:46:24 PM	
AMOUNT PAID: \$560.00		AGENT RECEIVING PAYMENT: Scott Duns	

## 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:	\$5,103.65
NEXT SCHEDULED DUE DATE:	3/31/2015

- ☐ 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.

Steve Perkins  
Printed Name

[Signature]  
Signature



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14069-0149028

<b>Customer Name:</b> Shelly Renee Perkins <b>Address:</b> 624 S. Nevada St Carson City, NV 89703  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2020 E Williams Street Carson City, NV 89701  <b>Vehicle Information:</b> 2001 Ford F250 Super 1ftnw21s91ed10748
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 01/30/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$551.70	3/1/2015
2	\$551.70	3/31/2015
3	\$551.70	4/30/2015
4	\$551.70	5/30/2015
5	\$551.70	6/29/2015
6	\$551.70	7/29/2015
7	\$551.70	8/28/2015
8	\$717.14	9/27/2015
9	\$717.14	10/27/2015
10	\$717.14	11/26/2015
11	\$717.14	12/26/2015
12	\$717.14	1/25/2016
13	\$717.14	2/24/2016
14	\$717.16	3/25/2016
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

\_\_\_\_\_  
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.



## 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? <b>STEVE PERKINS</b>			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:** NA

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

  
Date

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

\_\_\_\_\_  
Date



**Affidavit**

STATE OF NEVADA  
COUNTY OF CARSON

Title Loan Agreement No.: 14069-0149028  
Date: 01/30/2015

Customer Name: Shelly Perkins  
Address: 264 S. Nevada St  
Carson City, NV 89703  
Co-Borrower Name:  
Address:

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

2020 E. William St  
Carson City, NV 89701

Vehicle Information: VIN: 1ftnw21s91ed10748  
License Plate State and No: 049vrX Color: Red Year: 2001 Make: Ford Model: F250 Super

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, Shelly Perkins, 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 1FTNW21S91ED10748 YEAR 2001 MAKE FORD MODEL F250 SUPER VEHICLE BODY TCW TITLE NUMBER NV005987285  
 DATE ISSUED 03/01/2013 ODOMETER MILES ODOMETER BRAND EXEMPT FUEL TYPE G SALES TAX PD EMPTY WT GROSS WT 8499 GVWR  
 VEHICLE COLOR BRANDS

**OWNER(S) NAME AND ADDRESS**  
 PERKINS SHELLY RENEE  
 2165 JODI LN  
 CARSON CITY NV 89701-5450

**LIENHOLDER NAME AND ADDRESS**

**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.

11049670

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APT 005275  
 ROA 001681

## CERTIFICATE OF TITLE

VIN 1FTNW21S91ED10748	YEAR 2001	MAKE FORD	MODEL F250 SUPER	VEHICLE BODY TCW	TITLE NUMBER NV007532073
DATE ISSUED 02/04/2015	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT 8499
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

## OWNER(S) NAME AND ADDRESS

PERKINS SHELLY RENEE  
2165 JODI LN  
CARSON CITY NV 89701-5450

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA  
2020 E WILLIAM ST  
CARSON CITY NV 89701-2701

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  
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 003276  
ROA 001682

## Contact Information

1/30/2015

Company: Titlemax (314391)

Telephone: 775-883-1252

Contact: Scott Duns

Fax:

E-Mail: Scott.Duns@Titlemax.com

## Notes

## Vehicle Info For 2001 Ford F250SD Lariat Supercab 4WD

MSRP: \$30,260	VIN: 1FTHX21F1	Adj. State: National
Fin Adv: \$7,900	UVC: 2001300584	Mileage: 0
Equip Ret: \$0	MPG: --/--	Mileage Cat: D
Tire Size: 235/85R16E	Weight: 8800	Cylinders: 8
Base HP: 235 @ 4250	Fuel Type: Diesel	Transmission: A
Taxable HP: 54.1	Wheelbase: 141.8	Drive Train: 4WD
Model Number: X21	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 1/30/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,000	\$6,500	\$5,150
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,000	\$6,500	\$5,150

## Trade In Black Book values as of 1/30/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,090	\$6,590	\$4,890
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,090	\$6,590	\$4,890

## Retail Black Book values as of 1/30/2015

X-CL	Clean	Average	Rough

APP 003277  
ROA 001683

	X-CL	Clean	Average	Rough
Base	N/A	\$10,650	\$8,750	\$6,975
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,650	\$8,750	\$6,975

## Residual Black Book values as of 1/30/2015

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

## Black Book Add/Deducts

4X4 Off-Road Package +100  
 5.4L V8 -100  
 7.3L Turbo Diesel +2800  
 Cab & Chassis -100  
 Flat Dump +1200  
 Flat/Stake Bed +525  
 Hydrlic Hook Wrecker +2200  
 Landscape Body +350  
 Liftgate +350  
 Power Moonroof +100  
 Refrigerated Body +1500  
 Rollback Wrecker +2700  
 Util/Work Body +525  
 Van/Box Body +350  
 w/o AT - Exc Diesel -475  
 w/o Factory Air -100  
 w/o Leather -200

APP 003278  
ROA 001684

### Ability to Pay Summary

Loan Number	14069-0149028
Customer Name	Shelly Perkins
Is Customer a Covered Borrower	No
Requested Loan Amount	\$4,000.00
Title Fee	\$20
MLV Amount	\$5,000
Gross Monthly Income	\$2,500.00
Current and Expected Monthly Obligations	\$500.00
Other TitleMax Loan Payment	
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,000.00

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	\$	9,427
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%

# Income Worksheet

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

## Income

Employment	Description	Amount
Gross Monthly Salary or Wages	WORK	\$ 2,300.00
Part-Time Gross Monthly Salary or Wages	WORK	\$ 200.00
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	Part 1: Please add all income amounts and enter amount here	<b>+\$ 2,500.00</b>
<b>Total Monthly Expense</b>	Part 2: Please add all monthly expenses and enter amount here	<b>-\$ 500.00</b>

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

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

**= \$ 2,000.00**

Applicant Name:

SHELLY PERKINS

Today's date:

1/30/2015

Driver's License/Government Issued ID Number: 0200772847

1FTNW21S91ED10748      VA      2001      FORD

TCW      F250 SUPE: 32150      EXEMPT

NV007532073      3003 02/04/2015 ORIGINAL

TITLEMAX OF NEVADA  
2020 E WILLIAM ST  
CARSON CITY NV 89701-2701

PERKINS SHELLY RENEE  
2165 JODI LN  
CARSON CITY NV 89701-5450

TITLEMAX OF NEVADA  
2020 E WILLIAM ST  
CARSON CITY NV 89701-2701

PSF1

APP 003281  
ROA 001687



# Cash Advance Snpasnot Report

Filter ( Location: 14069 Loan: 14069-0149028 Ordered by Date)

Tm Carson City #1  
2020 E Williams Street  
Carson City, NV 89701  
(775)883-1252

01/30/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14069-0149028	01/30/2015	Perkins, Shelly Renee	A3	\$7,454.83	\$5,020.00	\$1,728.66	\$1,391.70	\$5,356.96	0
					Principal	Fees	Amt Paid	Due	
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?				
14069-0149028-1	NEL	1/30/2015 4:5		X	-	\$5,020.00	\$0.00	\$5,020.00	
14069-0149028-2	LOG	2/28/2015 9:4		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-3	FEE	3/1/2015		X	-	\$0.00	\$551.70	\$551.70	
14069-0149028-4	LOG	3/3/2015 12:2		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-5	LOG	3/3/2015 5:35		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-6	LOG	3/4/2015 11:4		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-7	LOG	3/4/2015 5:56		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-8	LOG	3/5/2015 11:2		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-9	LOG	3/5/2015 3:41		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-10	LOG	3/5/2015 3:53		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-11	LOG	3/5/2015 3:54		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-12	LOG	3/6/2015 5:40		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-13	PMT	3/6/2015 5:46	3/31/2015	X	-	\$0.00	\$91.95	\$560.00	(\$468.05)
14069-0149028-14	LOG	3/27/2015 10:		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-15	FEE	3/31/2015 7:0		X	-	\$0.00	\$459.75	\$459.75	
14069-0149028-16	PMT	4/4/2015 11:4	3/31/2015	X	-	\$0.00	\$73.56	\$250.00	(\$176.44)
14069-0149028-17	LOG	4/4/2015 11:4		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-18	LOG	4/17/2015 7:1		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-19	PMT	4/18/2015 10:	4/30/2015	X	-	\$0.00	\$257.46	\$301.70	(\$44.24)
14069-0149028-20	FEE	4/30/2015 7:0		X	-	\$0.00	\$220.68	\$220.68	
14069-0149028-21	LOG	5/1/2015 9:06		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-22	LOG	5/2/2015 4:40		X	-	\$0.00	\$0.00	\$0.00	
14069-0149028-23	PMT	5/4/2015 9:01	4/30/2015	X	-	\$0.00	\$73.56	\$280.00	(\$206.44)
14069-0149028 Totals:		1				\$5,020.00	\$1,728.66	\$1,391.70	\$5,356.96 0
01/30/2015 Totals:	1					\$7,454.83	\$5,020.00	\$1,728.66	\$1,391.70 \$5,356.96 0

**A - 57**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2020 E WILLIAMS ST. CARSON CITY NV 89701

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Scott Shattuck- 1499 Hwy 395, Gardnerville, NV 89140

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?
14069-0138319	12/1/2014	\$5,020.00	6/29/2015	\$2,434.83	6&1	1064.98/1064.95	133.71%	YES

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

Is the loan secured? YES If so, what is the collateral? 2000 Ford F350 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$8,300 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other: N/A

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

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

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

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

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$8,000.00

(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 (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? N/A How many times? 0 Extensions: Title-6 add'l periods: D/D &amp; High Int Loans - 90 days Are receipts filed? YES

## VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Title loan active

Violation 604A.445, 210

Date: 12/1/2014

## Title Loan Agreement

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14069-0138319		<b>Number:</b> 14069-0138319	
FIRST NAME Scott Raymond		LAST NAME Shattuck		CO-CUSTOMER FIRST NAME	
SSN [REDACTED]		DRIVERS LIC./STATE ID. NO. [REDACTED]		CO-CUSTOMER SSN	
STREET ADDRESS P.O. 3223		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.			
City Carson City		STATE NV		CO-CUSTOMER STREET ADDRESS	
ZIP CODE 89702		CO-CUSTOMER CITY		CO-CUSTOMER STATE	
HOME PHONE [REDACTED]		DATE OF BIRTH [REDACTED]		CO-CUSTOMER HOME PHONE	
CO-CUSTOMER DATE OF BIRTH					
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)883-1252			
LICENSEE STREET ADDRESS 2020 E Williams Street		LICENSEE CITY Carson City		LICENSEE STATE NV	
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTSW31F3YEB10583		LICENSEE ZIP CODE 89701		LICENSE PLATE SHOOTEM	
VEHICLE YEAR 2000		VEHICLE MAKE Ford		VEHICLE MODEL F350	
				COLOR White	

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$5,020.00 ("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 06/29/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$2,434.83</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	12/31/2014 and each 30 days thereafter
1	\$1,064.95	6/29/2015

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

  
Customer's Signature

12/1/14  
Date

  
Its Authorized Agent

12-1-14  
Date

Co-Customer's Signature

Date



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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Scott Raymond Shattuck	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0138319		DATE/TIME OF RECEIPT OF PAYMENT: 04/23/2015 04:03:33 PM	
LOAN AGREEMENT DATE: 12/1/2014 5:59:47 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$600.00			
		AGENT RECEIVING PAYMENT: Bernie Asuelo	


## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$600.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$600.00
BALANCE DUE ON LOAN:	\$5,385.77
NEXT SCHEDULED DUE DATE:	4/30/2015

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

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

  
Printed Name

  
Signature

APP 003290  
ROA 001696

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Scott Raymond Shattuck
LOAN AGREEMENT IDENTIFICATION NO. 14069-0138319  LOAN AGREEMENT DATE: 12/1/2014 5:59:47 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/27/2015 01:09:05 PM
AMOUNT PAID: \$560.00	AGENT RECEIVING PAYMENT: Scott Duns	

## 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:	\$5,489.24
NEXT SCHEDULED DUE DATE:	3/31/2015

- ☐ 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.

Scott Shattuck

Printed Name

Scott Shattuck

Signature

APP 003291  
ROA 001697

TitleMax of Nevada, Inc. d/b/a TitleMax  
2020 E Williams Street  
Carson City, NV 89701  
(775)883-1252  
3/17/2015

Scott Raymond Shattuck  
P.o. 3223  
Carson City, NV 89702

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

Dear Customer:

On 12/1/2014 5:59:47 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 01/02/2015 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 3/2/2015 ("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 4/1/2015 : (1) return to the applicable, the Grace Period Payments we prepare; and (3) make an initial balance on the original transaction is

**UNITED STATES POSTAL SERVICE**  
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: Titlemax of Nevada  
2020 E. William St  
Carson City, NV 89701  
(775)883-1252

To: Scott Shattuck  
P.O. Box 3223  
Carson City, NV 89702

U.S. POSTAGE  
PAID  
CARSON CITY, NV  
89706  
MAR 18 2015  
\$1.30  
00032058-15

PS Form 3817, April 2007 PSN 7530-02-000-9065

The total amount due if you enter into a Repayment Plan on or before 4/1/2015 will be \$1,158.36.

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

APP 003292  
ROA 001698

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Scott Raymond Shattuck
LOAN AGREEMENT IDENTIFICATION NO. 14069-0138319  LOAN AGREEMENT DATE: 12/1/2014 5:59:47 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/05/2015 01:28:40 PM
AMOUNT PAID: \$552.00	AGENT RECEIVING PAYMENT: Timothy Henry	

## 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:	\$5,129.74
NEXT SCHEDULED DUE DATE:	3/1/2015

- ☐ 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.

SCOTT SHATTUCK

Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Scott Raymond Shattuck	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0138319		DATE/TIME OF RECEIPT OF PAYMENT: 01/02/2015 11:46:55 AM	
LOAN AGREEMENT DATE: 12/1/2014 5:59:47 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$552.00			
AGENT RECEIVING PAYMENT: Henry Hasbun			

## 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:	\$5,056.48
NEXT SCHEDULED DUE DATE:	1/30/2015

- ☐ 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: 14069-0138319

<b>Customer Name:</b> Scott Raymond Shattuck <b>Address:</b> P.o. 3223 Carson City, NV 89702  <b>Co-Borrower Name:</b>  <b>Address:</b>  	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2020 E Williams Street Carson City, NV 89701  <b>Vehicle Information:</b> 2000 Ford F350 1FTSW31F3YEB10583
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 12/01/2014 ("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	12/31/2014
2	\$551.70	1/30/2015
3	\$551.70	3/1/2015
4	\$551.70	3/31/2015
5	\$551.70	4/30/2015
6	\$551.70	5/30/2015
7	\$551.70	6/29/2015
8	\$717.14	7/29/2015
9	\$717.14	8/28/2015
10	\$717.14	9/27/2015
11	\$717.14	10/27/2015
12	\$717.14	11/26/2015
13	\$717.14	12/26/2015
14	\$717.16	1/25/2016
The total amount paid after making all payments 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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

## Customer Application

## Personal Information

Date <u>12/1/14</u>	State issued ID Number <u>0203</u>	Date of Birth <u>4/6/1982</u>	Social Security # <u>[REDACTED]</u>
Last Name <u>SHATTUCK</u>	First Name <u>SCOTT</u>	Middle Name <u>RAYMOND</u>	
Home Phone <u>N/A</u>	Cell Phone <u>[REDACTED]</u>	Email Address (optional)†† <u>[REDACTED]</u>	
Best time to call? <u>ANY TIME AFTERS</u>	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) <u>1199 HWY 395</u>			
City <u>GARFIELD</u>	State <u>NV</u>	Zip <u>89410</u>	Apt # <u>7</u>
Mailing Address (if different from physical address) <u>218 INCLINE CT. P.O. BOX 3223 CARSON CITY</u>			
City <u>INCLINE VILLAGE</u>	State <u>NV</u>	Zip <u>89702</u>	

## Source of Income

Employer * (Source of Income) <u>SOUTHWEST GAS</u>	Employer Address (Street Number & Name) <u>218 INCLINE CT.</u>		
City <u>INCLINE VILLAGE</u>	State <u>NV</u>	Zip <u>89450</u>	Time at Job? <u>3 yrs</u>
Work Phone # <u>(775) 690-2619</u>	Title <u>SERVICE TECH</u>	Supervisor <u>SHAWN MCFATRIDGE</u>	
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input 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 <u>12/5/14</u>	Current and Expected Gross Monthly Income <u>\$2300.00</u> Gross Monthly Obligations <u>\$200.00</u>
Work Shift <u>MONDAY - FRIDAY 8-5</u>			
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

## Credit References

Business Name <u>State Farm Insurance</u>	Phone # <u>775-882-3315</u>		
Address (Street Number & Name) <u>Carson City</u>	City <u>Carson City</u>	State <u>NV</u>	Zip <u>89702</u>
Business Name <u>Verizon Wireless</u>	Phone #		
Address (Street Number & Name) <u>Carson City</u>	City <u>Carson City</u>	State <u>NV</u>	Zip <u>89702</u>

## Personal References

Name	Relationship	Address	City	State	Zip

## 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)																			
City						Apt #													
State						Zip													
Mailing Address (if different from physical address)																			
City						State													
Employer * (Source of Income)						Employer Address (Street Number & Name)													
City						State													
Work Phone #						Job Title													
Supervisor						Time at Job?													
Pay Frequency: (check one)						Next Payday													
<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						<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Current and Expected</th> <th colspan="2">Work Shift</th> </tr> <tr> <th>Gross Monthly Income</th> <th>Gross Monthly Obligations</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td></td> <td></td> </tr> </tbody> </table>		Current and Expected		Work Shift		Gross Monthly Income	Gross Monthly Obligations			\$	\$		
Current and Expected		Work Shift																	
Gross Monthly Income	Gross Monthly Obligations																		
\$	\$																		
*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? _____ <div style="display: flex; justify-content: space-around;"> <span>Internet</span> <span>Billboard</span> <span>Saw Store</span> <span>Television</span> <span>Yellow Pages</span> <span>Repeat Customer</span> </div> <div style="display: flex; justify-content: space-around;"> <span>Postcard</span> <span>Other: _____</span> </div>																			

## ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

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

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

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

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

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

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

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

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

**Ability to Repay Verification.**

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

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

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

  
Applicant Signature

12/1/14  
Date

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

\_\_\_\_\_  
Date

Affidavit

STATE OF NEVADA  
COUNTY OF Carson

Title Loan Agreement No.: 14069-0138319  
Date: 12-1-14

Customer Name: Scott Shattuck  
Address: 1499 Hwy 395  
Gardnerville, NV 89410  
Co-Borrower Name:  
Address:

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

2020 E. William Street  
Carson City, Nevada 89701

Vehicle Information: VIN: 1FTSW31F3YEB10583  
License Plate State and No: SHOOTEM Color: White Year: 2000 Make: FORD Model: F350

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, Scott Shattuck, 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 003303  
ROA 001709

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 09:11 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 74335

District Court No. A-16-743134-J

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APPELLANT'S APPENDIX

VOLUME 14 of 75

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*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

	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
	N/A	\$10,750	\$9,175	\$7,750
<b>Options</b>	N/A	\$2,500	\$2,500	\$2,500
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$13,250	\$11,675	\$10,250

**Residual Black Book values as of 3/19/2015**

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

**Black Book Add/Deducts**

- 5.4L V8 -100
- ✓ 7.3L Turbo Diesel +2500
- Cab & Chassis -100
- Flat Dump +1100
- Flat/Stake Bed +450
- Hydric Hook Wrecker +2100
- Landscape Body +300
- Liftgate +300
- Refrigerated Body +1400
- Rollback Wrecker +2500
- Util/Work Body +450
- Van/Box Body +300
- w/o AT - Exc Diesel -400
- w/o Factory Air -100

APP 003059

ROA 001465

# Loan Agreement Schedule

Loan #: 14269-0156704

Tm Fallon #1  
1995 W. Williams Street  
Fallon, NV 89406  
(775)298-4503

## Original Loan Agreement Schedule

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
1 4/18/2015	(invalid)	\$5,020.0	(\$551.70)	(\$513.28)	(\$551.70)	\$0.00	(\$1,064.9	\$4,506.
2 5/18/2015	(invalid)	\$4,506.7	(\$495.29)	(\$569.69)	(\$495.29)	\$0.00	(\$1,064.9	\$3,937.
3 6/17/2015	(invalid)	\$3,937.0	(\$432.68)	(\$632.30)	(\$432.68)	\$0.00	(\$1,064.9	\$3,304.
4 7/17/2015	(invalid)	\$3,304.7	(\$363.19)	(\$701.79)	(\$363.19)	\$0.00	(\$1,064.9	\$2,602.
5 8/16/2015	(invalid)	\$2,602.9	(\$286.06)	(\$778.92)	(\$286.06)	\$0.00	(\$1,064.9	\$1,824.
6 9/15/2015	(invalid)	\$1,824.0	(\$200.46)	(\$864.52)	(\$200.46)	\$0.00	(\$1,064.9	\$959.50
7 10/15/2015	(invalid)	\$959.50	(\$105.45)	(\$959.50)	(\$105.45)	\$0.00	(\$1,064.9	\$0.00
7 10/15/201				(\$5,020.0	(\$2,434.	\$0.00	(\$7,454.8	\$0.00

## Actual Loan Transactions

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
13/19/2015	New Loan		\$0.00	\$5,020.00	\$0.00	\$0.00	\$0.00	\$5,020.
24/18/2015	Log Item	\$5,020.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,020.
34/18/2015	Log Item	\$5,020.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,020.
44/18/2015	Apply Fees	\$5,020.0	\$551.70	\$0.00	(\$551.70)	\$0.00	\$0.00	\$5,571.
54/24/2015	Log Item	\$5,571.7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,571.
64/25/2015	Log Item	\$5,571.7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,571.
74/25/2015	Deferred Loan Payment	\$5,571.7	\$128.73	\$0.00	(\$128.73)	(\$431.27	(\$560.00)	\$5,140.

## Customer Application

## Personal Information

Date	3/19/15	First Name	Thomas	Midnight Name	Robert
Last Name	SCHROCK	Cell Phone			
Best time to call?	any 9a-5p	which number do you prefer that we call?	<input checked="" type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name)	18 N. WORSTHAM DR	Apt #			
City	Fernley	State	NV	Zip	89408
County	Lyon				
Mailing Address (if different from physical address)	PO BOX 2044				
City	Fernley	State	NV	Zip	89408

## Source of Income

Emp		Emp		Time at Job	1 yr
City	Fallon	State	NV	Zip	89406
Work Phone #		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 checked="" type="checkbox"/> Biweekly (every 2 weeks)	Next Payday	3/27	Current and Expected Gross Monthly Income	\$6500
<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)				Gross Monthly Obligations	\$2000
<input type="checkbox"/> Self-Employed				Work Shift	
*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

Emp		Phone #	
Address (Street Number & Name)	Fernley	State	NV
City	Fernley	Zip	89408
Business Name	Worshipless	Phone #	
Address (Street Number & Name)		State	NV
City		Zip	89503

## Personal References

Name		Address (Street Number & Name)	Fernley NV 89408	City	Fernley	State	NV	Zip	89408
Relationship to you	brother-in-law	Phone		Cell					
Name		Address (Street Number & Name)		City	Reno	State	NV	Zip	
Relationship to you	daughter	Phone		Cell					
Name		Address (Street Number & Name)		City		State	NV	Zip	
Relationship to you	friend	Phone		Cell					
Name		Address (Street Number & Name)		City		State		Zip	
Relationship to you	friend	Phone		Cell					

## 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: <u>Lead Store</u>					

### 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:** 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

3-19-2015  
Date

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

\_\_\_\_\_  
Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Thomas Schrock
LOAN AGREEMENT IDENTIFICATION NO. 14269-0156704  LOAN AGREEMENT DATE: 3/19/2015 3:21:17 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/25/2015 11:01:52 AM
AMOUNT PAID: \$560.00	AGENT RECEIVING PAYMENT: Linda Hanks	

## 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:	\$5,140.43
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.

Thomas A. Schrock  
Printed Name

[Signature]  
Signature

# Title Loan Agreement

3/19/2015

Number: 14269-0156704

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14269-0156704			
FIRST NAME Thomas		LAST NAME Schrock		CO-CUSTOMER FIRST NAME	
SSN [REDACTED]		DRIVERS LIC./STATE ID. NO. [REDACTED]		CO-CUSTOMER SSN	
STREET ADDRESS 18 North Worsham Dr		CO-CUSTOMER STREET ADDRESS			
City Fallon	STATE NV	ZIP CODE 89408	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 (775)298-4503			
LICENSEE STREET ADDRESS 1995 W. Williams Street		LICENSEE CITY Fallon	LICENSEE STATE NV	LICENSEE ZIP CODE 89406	
VEHICLE IDENTIFICATION NUMBER (VIN) 1ftsw31f6ye843156		LICENSE PLATE 498-RDP			
VEHICLE YEAR 2000	VEHICLE MAKE Ford	VEHICLE MODEL F350	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

**Term, Principal, Interest, Charges and Payment.** The original term of this agreed in writing \$5,020.00 ("Principal Amount"), which includes any filing fee listed in the Payment Schedule below; or (ii) payment in full. You also promise to pay an amount in the amounts and on the dates set forth in the Payment Schedule below as we direct you in writing. If any Due Date falls on a date we are not open for business, your payment will be due on the next business day. The Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you with the Motor Vehicle as set forth below.

5020 X  
133.7129  
X 37/365  
680.43

s otherwise  
Loan  
ent as set forth  
ou agree to  
at such other  
ss day, and we  
this Loan  
st in the Motor  
ount provided

**A - 50**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1995 E WILLIAMS AVE FALLON NV 89406

Exam as of: 5/4/2015

Borrower Name &amp;

Address: JORDAN NICHOLS

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?
14269-0156454	5/18/2015	\$2,200.00	4/17/2015	\$1,612.10	1	\$3,812.10	194.55%	YES

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

Is the loan secured? YES If so, what is the collateral? 2005 TOYT CAMRY If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$3,160 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

(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: \$7,310.00

(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? NO Has the loan been extended or renewed? NO How many times? 2 Extensions: Title-6 add'l periods: 2 D/D &amp; High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/TECHNICAL EXCEPTIONS/OTHER COMMENTS:

WITH SIGNED GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

REPEAT VIOLATION ON NRS 604A.445 3 NRS 604A.210

# Title Loan Agreement

Date: 3/18/2015

Number: 14269-0156454

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14269-0156454			
FIRST NAME Jordan		LAST NAME Nichols		CO-CUSTOMER FIRST NAME	
				CO-CUSTOMER LAST NAME	
CO-CUSTOMER FIRST NAME		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 552 Discovery		CO-CUSTOMER STREET ADDRESS			
City Fallon	STATE NV	ZIP CODE 89406	CO-CUSTOMER CITY		CO-CUSTOMER STATE
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 (775)298-4503			
LICENSEE STREET ADDRESS 1995 W. Williams Street		LICENSEE CITY Fallon	LICENSEE STATE NV	LICENSEE ZIP CODE 89406	
VEHICLE IDENTIFICATION NUMBER (VIN) 4T1BF30K85U610668		LICENSE PLATE 312LMN			
VEHICLE YEAR 2005	VEHICLE MAKE TOYOTA	VEHICLE MODEL CAMRY	COLOR SILVE		

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,200.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 10/14/2015 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.

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Jordan Nichols	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0156454		DATE/TIME OF RECEIPT OF PAYMENT: 04/24/2015 10:47:07 AM	
LOAN AGREEMENT DATE: 3/18/2015 9:07:36 AM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$352.00		AGENT RECEIVING PAYMENT: Dawn Tansill	

TODAY'S PAYMENT ITEMIZATION	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$352.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$352.00
BALANCE DUE ON LOAN:	\$2,281.86
NEXT SCHEDULED DUE DATE:	5/17/2015

- ☐ 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.

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



## FEDERAL TRUTH-IN-LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>194.545 %</b>	<b>\$1,612.10</b>	<b>\$2,200.00</b>	<b>\$3,812.10</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$544.59	4/17/2015 and each 30 days thereafter
1	\$544.56	10/14/2015

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 \$2,200.00

1. Amount given to you directly: \$2,200.00
2. Amount paid on your account: \$0.00
3. Amount paid to public officials: \$ 0.00
4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

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

#### Right to Rescind and Prepayment.

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

#### Grace Period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Customer's Signature

3-18-15  
Date

  
Its Authorized Agent

3-18-15  
Date

Co-Customer's Signature

Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14269-0156454

Customer Name: Jordan Nichols Address: 552 Discovery Fallon, NV 89406  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1995 W. Williams Street Fallon, NV 89406  Vehicle Information: 2005 TOYOTA CAMRY 4T1BF30K85U10668
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 03/18/2015 ("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	\$351.78	4/17/2015
2	\$351.78	5/17/2015
3	\$351.78	6/16/2015
4	\$351.78	7/16/2015
5	\$351.78	8/15/2015
6	\$351.78	9/14/2015
7	\$351.78	10/14/2015
8	\$314.29	11/13/2015
9	\$314.29	12/13/2015
10	\$314.29	1/12/2016
11	\$314.29	2/11/2016
12	\$314.29	3/12/2016
13	\$314.29	4/11/2016
14	\$314.26	5/11/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$4,662.46

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

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

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

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

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

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

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

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

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

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

## Contact Information

3/18/2015

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

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

## Notes

## Vehicle Info For 2005 Toyota Camry XLE 4D Sedan V6

MSRP: \$25,555	VIN: 4T1BF30K85U610668	Adj. State: National
Fin Adv: \$7,100	UVC: 2005900043	Mileage: 0
Equip Ret: \$26,374	MPG: 20/28	Mileage Cat: C
Tire Size: 215/60R16	Weight: 3362	Cylinders: 6
Base HP: 210 @ 5800	Fuel Type: Gas	Transmission: A
Taxable HP: 28.4	Wheelbase: 107.1	Drive Train: FWD
Model Number: 2554	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 3/18/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$7,250	\$6,200	\$4,750
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,250	\$6,200	\$4,750

## Trade In Black Book values as of 3/18/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$7,310	\$6,260	\$4,510
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,310	\$6,260	\$4,510

## Retail Black Book values as of 3/18/2015

	X-CL	Clean	Average	Rough
Base				

APP 003078  
 ROA 001484



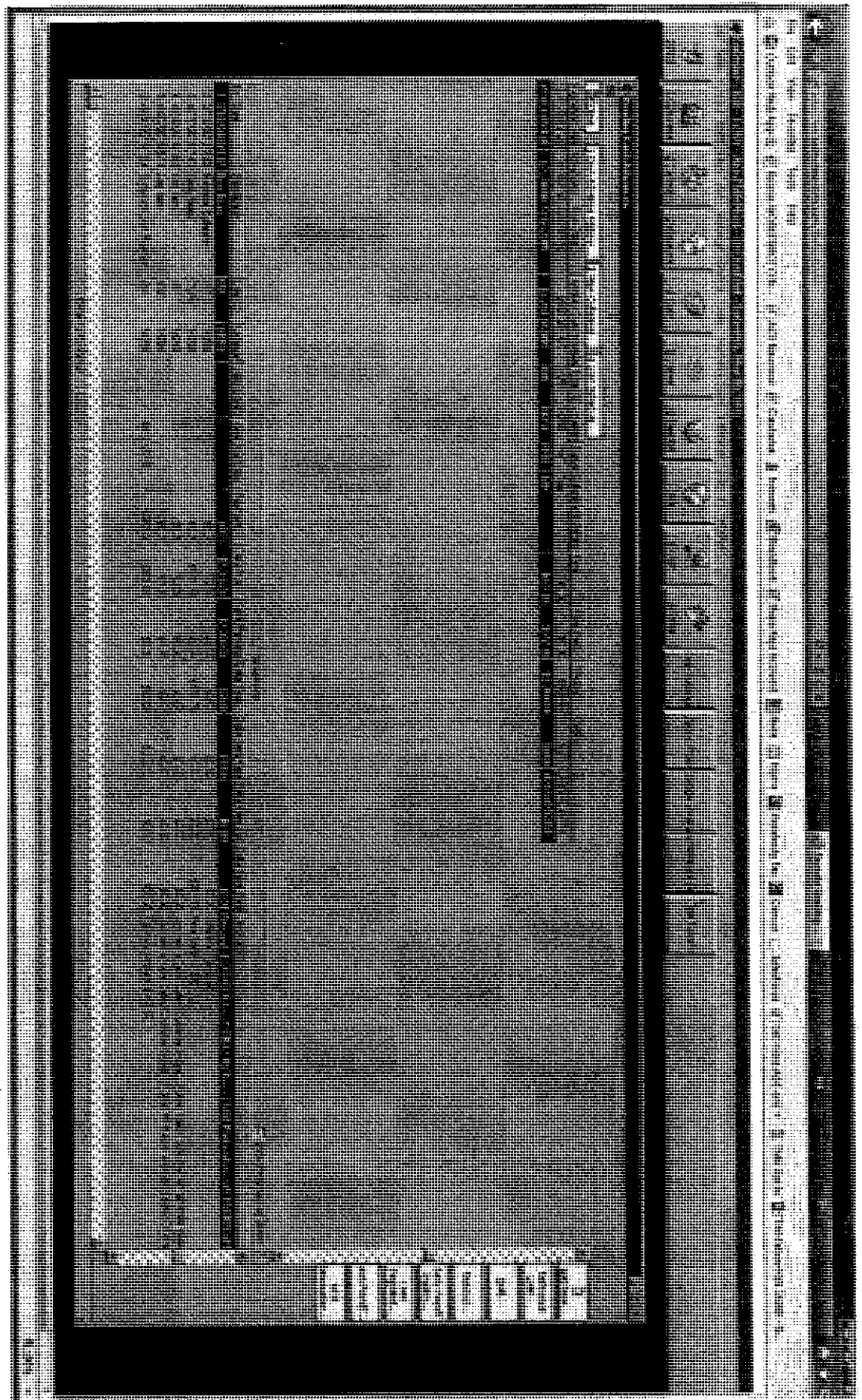
	X-CL	Clean	Average	Rough
	N/A	\$9,700	\$8,350	\$6,425
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,700	\$8,350	\$6,425

## Residual Black Book values as of 3/18/2015

	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

APP 003079



APP 003080  
ROA 001486

DELETED FROM THE

[illegible]

## 三、品牌战略的制定

三三三

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

\_\_\_\_\_

REMARK: THE ABOVE STATES THAT THE CASE WAS SETTLED IN 1968 WITH THE INDIAN GOVERNMENT. THERE IS NO RECORD OF ANY SETTLEMENT IN 1968. THE CASE WAS SETTLED IN 1968 WITH THE INDIAN GOVERNMENT. THERE IS NO RECORD OF ANY SETTLEMENT IN 1968.

[illegible]

1. The first step in the process is to identify the problem. This involves gathering information about the situation and understanding the needs of the stakeholders involved.

**THE UNIVERSITY OF CHICAGO**

— 1998 —

**SECRET**

**SECRET**

1. The first part of the document is a header section containing the following information:
 

- 1.1. The name of the company: "ABC Company"
- 1.2. The address of the company: "123 Main Street, New York, NY 10001"
- 1.3. The contact information of the company: "Phone: (123) 456-7890, Email: info@abc.com"

2. The second part of the document is a table containing the following data:
 

Item	Quantity	Price	Total
Item 1	10	\$5.00	\$50.00
Item 2	20	\$3.00	\$60.00
Item 3	5	\$10.00	\$50.00
Item 4	15	\$4.00	\$60.00
Item 5	10	\$6.00	\$60.00
Item 6	25	\$2.00	\$50.00
Item 7	10	\$8.00	\$80.00
Item 8	5	\$12.00	\$60.00
Item 9	15	\$5.00	\$75.00
Item 10	10	\$7.00	\$70.00
Item 11	20	\$4.00	\$80.00
Item 12	10	\$9.00	\$90.00
Item 13	5	\$15.00	\$75.00
Item 14	15	\$6.00	\$90.00
Item 15	10	\$8.00	\$80.00
Item 16	25	\$3.00	\$75.00
Item 17	10	\$11.00	\$110.00
Item 18	5	\$18.00	\$90.00
Item 19	15	\$7.00	\$105.00
Item 20	10	\$10.00	\$100.00
Item 21	20	\$5.00	\$100.00
Item 22	10	\$13.00	\$130.00
Item 23	5	\$20.00	\$100.00
Item 24	15	\$8.00	\$120.00
Item 25	10	\$12.00	\$120.00
Item 26	25	\$4.00	\$100.00
Item 27	10	\$14.00	\$140.00
Item 28	5	\$22.00	\$110.00
Item 29	15	\$9.00	\$135.00
Item 30	10	\$16.00	\$160.00
Item 31	20	\$6.00	\$120.00
Item 32	10	\$19.00	\$190.00
Item 33	5	\$25.00	\$125.00
Item 34	15	\$10.00	\$150.00
Item 35	10	\$17.00	\$170.00
Item 36	25	\$5.00	\$125.00
Item 37	10	\$21.00	\$210.00
Item 38	5	\$28.00	\$140.00
Item 39	15	\$11.00	\$165.00
Item 40	10	\$23.00	\$230.00
Item 41	20	\$7.00	\$140.00
Item 42	10	\$26.00	\$260.00
Item 43	5	\$32.00	\$160.00
Item 44	15	\$13.00	\$195.00
Item 45	10	\$29.00	\$290.00
Item 46	25	\$6.00	\$150.00
Item 47	10	\$31.00	\$310.00
Item 48	5	\$38.00	\$190.00
Item 49	15	\$15.00	\$225.00
Item 50	10	\$35.00	\$350.00
Item 51	20	\$8.00	\$160.00
Item 52	10	\$37.00	\$370.00
Item 53	5	\$45.00	\$225.00
Item 54	15	\$17.00	\$255.00
Item 55	10	\$41.00	\$410.00
Item 56	25	\$7.00	\$175.00
Item 57	10	\$43.00	\$430.00
Item 58	5	\$50.00	\$250.00
Item 59	15	\$19.00	\$285.00
Item 60	10	\$47.00	\$470.00
Item 61	20	\$9.00	\$180.00
Item 62	10	\$49.00	\$490.00
Item 63	5	\$58.00	\$290.00
Item 64	15	\$21.00	\$315.00
Item 65	10	\$53.00	\$530.00
Item 66	25	\$8.00	\$200.00
Item 67	10	\$55.00	\$550.00
Item 68	5	\$65.00	\$325.00
Item 69	15	\$23.00	\$345.00
Item 70	10	\$59.00	\$590.00
Item 71	20	\$10.00	\$200.00
Item 72	10	\$61.00	\$610.00
Item 73	5	\$72.00	\$360.00
Item 74	15	\$25.00	\$375.00
Item 75	10	\$65.00	\$650.00
Item 76	25	\$9.00	\$225.00
Item 77	10	\$67.00	\$670.00
Item 78	5	\$80.00	\$400.00
Item 79	15	\$27.00	\$405.00
Item 80	10	\$71.00	\$710.00
Item 81	20	\$11.00	\$220.00
Item 82	10	\$73.00	\$730.00
Item 83	5	\$85.0	

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group received a standard training program, while the experimental group received a training program with a focus on the specific skills required for the task. The results of the training program were compared between the two groups.

1. The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. 凡在本公司工作之员工，其工资由基本工资、绩效工资、奖金、津贴、补贴、福利费、社会保险费、住房公积金等组成。

[illegible]

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

[illegible]

1. **THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, \_\_\_\_\_, Clerk of the County Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County Court of Dallas County, Texas.**  
 2. **IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County Court at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.**  
 3. **\_\_\_\_\_, Clerk of the County Court.**

**RESEARCH**

1. 2019年12月31日，甲公司“应付账款”科目贷方余额为100万元，其中明细科目贷方余额有80万元，借方余额有20万元；“预付账款”科目借方余额为20万元，其中明细科目借方余额有15万元，贷方余额有5万元。甲公司2019年12月31日资产负债表“应付账款”项目应填列的金额为（ ）万元。  
 A. 80  
 B. 100  
 C. 105  
 D. 120

[illegible]

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1. 本報社址：台北市中正區延平南路77號，電話：(02) 2386-2343（總機）  
 2. 本報社址：台北市中正區延平南路77號，電話：(02) 2386-2343（總機）  
 3. 本報社址：台北市中正區延平南路77號，電話：(02) 2386-2343（總機）

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**THE UNIVERSITY OF CHICAGO**

APP 003081  
ROA 001487

Affidavit

STATE OF NEVADA  
COUNTY OF Churchill

Title Loan Agreement No.: 14269-0156454  
Date: 3-18-2015

Customer Name: Jordan Nichols  
Address: 552 Discovery dr  
Fallon, NV 89408  
Co-Borrower Name:  
Address:

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

1995 W Williams Ave  
Fallon, NV 89406

Vehicle Information: VIN: 4T1BF30K85U610668  
License Plate State and No: 312LMN Color: silver Year: 2005 Make: Toyota Model: Camery

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.

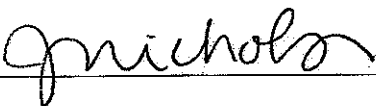
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

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, JORDAN NICHOLS, 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 003082  
ROA 001488

## Personal Information

Date	03-17-15	State Issued ID Number	[REDACTED]	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	Nichols	First Name	Jordan	Middle Name	Ireagh		
Home Phone	NA	Cell P	[REDACTED]	Email Address (optional)			
Best time to call?	afternoon	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)							
552 Discovery Drive							
Apt #							
City	Fallon	State	NV	Zip	89406	County Churchill	
Mailing Address (if different from physical address)							
"Same"							
City	"Same"	State	NV	Zip	89406		

## Source of Income

Employer * (Source of Income)	[REDACTED]	Employer Address (Street Number & Name)	[REDACTED]	City	Fallon	State	NV	Zip	89406	Time at Job?	1 years
Work P	[REDACTED]	Sor	[REDACTED]	Pay	[REDACTED]						
Pay Frequency: (check one)											
<input type="checkbox"/> 1st & 15th of month <input type="checkbox"/> 15th & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks)											
<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1st day) <input type="checkbox"/> Monthly (3rd day)											
<input type="checkbox"/> Self-Employed											
Gross Monthly Income: March 27 2015 \$3160-											
Gross Monthly Obligations: \$1630-											
*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	City of Fallon	Phone	[REDACTED]
Address (Street Number & Name)	City Fallon	State NV	Zip 89406
Business	[REDACTED]	Phone #	[REDACTED]
Address (Street Number & Name)	City Carson City	State NV	Zip 89701

## Personal References

Name	[REDACTED]	Relationship	Mother	Phone	775 301-0826	Cell	NA
Name	[REDACTED]	Relationship	Father	Phone	775 423-5261	Cell	426-9315
Name	[REDACTED]	Relationship	Friend	Phone	NA	Cell	[REDACTED]
Name	[REDACTED]	Relationship	Friend	Phone	NA	Cell	[REDACTED]

APP 003083  
ROA 001489

## 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: _____		<div style="border: 1px solid black; border-radius: 50%; padding: 10px; 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 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, source of income, and current and

APP 003085  
ROA 0014914

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.

*J. Nichols*  
Applicant Signature

3-17-15  
Date

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

\_\_\_\_\_  
Date



**A - 51**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1995 E WILLIAMS AVE FALLON NV 89406

Borrower Name &amp;

Address: Matthew Cox

Exam as of: 5/4/2015

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?
14269-0127021	9/20/2014	\$2,020.00	4/16/2015	\$1,480.21	7	\$3,500.21	194.55%	YES

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

Is the loan secured? YES If so, what is the collateral? 2005 dodge durango

If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$6,000 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only)

Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?

N/A

(Applies to D/D Loans)

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.425(1b)

Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income?

N/A

(Applies High-Int Loans)

NRS 604A.408(1)

Does the original term of the HIL not exceed 35 days?

N/A

(Applies to Title Loans Only)

NRS 604A.450(1)

Does the loan amount exceed the fair market value of the vehicle securing the loan?

NO

Fair Market Value:

\$7,195.00

(Applies to Title Loans Only)

NRS 604A.445(1)

Does the original term of the title loan exceed 30 days?

NO

(Applies to Title Loans Only)

NRS 604A.445(2)

Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)?

NO

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

YES

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

YES

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

YES

Is the loan a collection account?

YES

Has the loan been extended or renewed?

N/A

How many times?

N/A

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

Are receipts filed?

YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

WITH GRACE PERIOD DEFERMENT AGREEMENT REPEAT VIOLATION

Revised 10-15-2008

Confidential

APP 003088  
ROA 001494

## Title Loan Agreement

Date: 9/20/2014

Number: 14269-0127021

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14269-0127021			
FIRST NAME Matthew		LAST NAME Cox		CO-CUSTOMER FIRST NAME Alyssa	
				CO-CUSTOMER LAST NAME Cox	
		D. NO.		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 405 1/2 Arizona			CO-CUSTOMER STREET ADDRESS 405 1/2 Arizona St.		
City Tonopah	STATE NV	ZIP CODE 89049	CO-CUSTOMER CITY Tonopah	CO-CUSTOMER STATE NV	CO-CUSTOMER ZIP CODE 89049
		DATE OF BIRTH	CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)298-4503			
LICENSEE STREET ADDRESS 1995 W. Williams Street			LICENSEE CITY Fallon	LICENSEE STATE NV	LICENSEE ZIP CODE 89406
VEHICLE IDENTIFICATION NUMBER (VIN) 1D4HB48D85F553658			LICENSE PLATE 510 XBL		
VEHICLE YEAR 2005	VEHICLE MAKE Dodge	VEHICLE MODEL Durango SLT	COLOR PLUM		

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 04/18/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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

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**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

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

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$500.03	10/20/2014 and each 30 days thereafter
1	\$500.03	4/18/2015

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

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

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

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

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

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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) 804-5368.

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

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

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

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

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

[Signature] 9-20-14  
Customer's Signature Date

[Signature] 9/20/14  
Its Authorized Agent Date

[Signature] Sep 20/14  
Co-Customer's Signature Date

Affidavit

STATE OF NEVADA  
COUNTY OF Churchill

Title Loan Agreement No.: 14269-0127021  
Date: 9-16-14

Customer Name: Matthew A. Cox  
Address: 405 1/2 Arizona St  
Tonapah, NV 89049  
Co-Borrower Name: Alyssa N. Cox  
Address: 405 1/2 Arizona St  
Tonapah, NV 89049

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:  
1995 W. Williams ave  
Fallon NV 89406

Vehicle Information: VIN: 1D4HB48D85F553658  
License Plate State and No: NV 510 XBL Color: Plum Year: 2005 Make: Dodge Model: Durango

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, Matthew A Cox & Alyssa N. Cox, 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: 



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14269-0127021

<b>Customer Name:</b> Matthew Cox <b>Address:</b> 405 1/2 Arizona Tonopah, NV 89049  <b>Co-Borrower Name:</b> Alyssa Cox <b>Address:</b> 405 1/2 Arizona St Tonopah, NV 89049	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1995 W. Williams Street Fallon, NV 89406  <b>Vehicle Information:</b> 2005 Dodge Durango SLT 1D4HB48D85F553658
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 09/20/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$323.00	10/20/2014
2	\$323.00	11/19/2014
3	\$323.00	12/19/2014
4	\$323.00	1/18/2015
5	\$323.00	2/17/2015
6	\$323.00	3/19/2015
7	\$323.00	4/18/2015
8	\$288.57	5/18/2015
9	\$288.57	6/17/2015
10	\$288.57	7/17/2015
11	\$288.57	8/16/2015
12	\$288.57	9/15/2015
13	\$288.57	10/15/2015
14	\$288.58	11/14/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$4,281.00

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

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

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

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

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

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

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

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

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

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

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

MCap 10-11-14  
Customer's Signature Date

[Signature] 10/11/14  
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.

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1G4HJ4B851151458	YEAR 2005	MAKE BUICK	MODEL RENAISSANCE	TRAILER OR EQUINE	TYPE PASSENGER	DATE 11/28/2005
DATE 11/28/2005	EXPIRATION 11/28/2007	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A
WEIGHT N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A	EXPIRATION N/A

**OWNER'S NAME AND ADDRESS**  
 C/O MATTHEW ALAN  
 C/O ALESSA NIELSEN  
 PO BOX 1444  
 FARMER NY 13045-1444

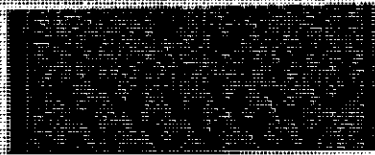
**EXPIRATION**

**LESSOR'S NAME AND ADDRESS**  
 TITLE CO. OF NEVADA INC  
 1995 W WILLIAMS AVE  
 FALLON NV 89011-2649

**LESSOR'S RELEASE - RELEASE IN THE YEAR CERTIFIED ON THIS TITLE IS HEREBY RELEASED**

**SIGNATURE OF AUTHORIZED AGENT** \_\_\_\_\_ **DATE** \_\_\_\_\_

**POWERED BY THE AGENT AND COMPANY**



**NOTICE:** ANY STATE LAW VIOLATING THIS TITLE SHALL BE SUBJECT TO THE PENALTY OF CONVICTION WITH THE VIOLATION OF CONVICTION. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS TITLE SHALL BE SUBJECT TO THE PENALTY OF CONVICTION. THE VIOLATION OF THIS TITLE SHALL BE SUBJECT TO THE PENALTY OF CONVICTION.

**Signature of State Treasurer or Designated Agent** \_\_\_\_\_ **Signature of Lessor or Designated Agent** \_\_\_\_\_

**Signature of State Treasurer or Designated Agent** \_\_\_\_\_ **Signature of Lessor or Designated Agent** \_\_\_\_\_

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## Contact Information

5/9/2015

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

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

## Notes

## Vehicle Info For 2005 Dodge Durango SLT 4D Utility 4WD

MSRP: \$33,030	VIN: 1D4HB48D85F553658	Adj. State: National
Fin Adv: \$7,050	UVC: 2005240529	Mileage: 0
Equip Ret: \$35,900	MPG: 14/19	Mileage Cat: D
Tire Size: 245/70R17	Weight: 6600	Cylinders: 8
Base HP: 230 @ 4600	Fuel Type: Gas	Transmission: A
Taxable HP: 49.1	Wheelbase: 119.2	Drive Train: 4WD
Model Number: HB5H74	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 5/8/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$6,650	\$5,000	\$3,400
Options	N/A	\$450	\$450	\$450
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,100	\$5,450	\$3,850

## Trade In Black Book values as of 5/8/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$6,745	\$5,095	\$3,260
Options	N/A	\$450	\$450	\$450
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,195	\$5,545	\$3,710

## Retail Black Book values as of 5/8/2015

X-CL	Clean	Average	Rough
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APP 003100  
 ROA 001506

	X-CL	Clean	Average	Rough
<b>Base</b>	N/A	\$9,100	\$7,100	\$4,975
<b>Options</b>	N/A	\$450	\$450	\$450
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$9,550	\$7,550	\$5,425

#### Residual Black Book values as of 5/8/2015

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

#### Black Book Add/Deducts

☒ 5.7L HEMI V8 +450  
 Leather +525  
 Power Sunroof +200  
 w/o 3rd Seat -100

APP 003101  
 ROA 001507

# Loan Agreement Schedule

Loan #: 14269-0127021

Tm Fallon #1  
1995 W. Williams Street  
Fallon, NV 89406  
(775)298-4503

## Original Loan Agreement Schedule

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
11/20/2014	(invalid)	\$2,020.0	(\$323.00)	(\$177.03)	(\$323.00)	\$0.00	(\$500.03)	\$1,842.
21/19/2014	(invalid)	\$1,842.9	(\$294.69)	(\$205.34)	(\$294.69)	\$0.00	(\$500.03)	\$1,637.
31/2/2014	(invalid)	\$1,637.6	(\$261.86)	(\$238.17)	(\$261.86)	\$0.00	(\$500.03)	\$1,399.
41/18/2015	(invalid)	\$1,399.4	(\$223.77)	(\$276.26)	(\$223.77)	\$0.00	(\$500.03)	\$1,123.
52/17/2015	(invalid)	\$1,123.2	(\$179.60)	(\$320.43)	(\$179.60)	\$0.00	(\$500.03)	\$802.77
63/19/2015	(invalid)	\$802.77	(\$128.36)	(\$371.67)	(\$128.36)	\$0.00	(\$500.03)	\$431.10
74/18/2015	(invalid)	\$431.10	(\$68.93)	(\$431.10)	(\$68.93)	\$0.00	(\$500.03)	\$0.00
74/18/2015				(\$2,020.0	(\$1,480.	\$0.00	(\$3,500.2	\$0.00

## Actual Loan Transactions

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
19/20/2014	New Loan		\$0.00	\$2,020.00	\$0.00	\$0.00	\$0.00	\$2,020.
210/10/2014	Log Item	\$2,020.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,020.
310/11/2014	Deferred Loan Payment	\$2,020.0	\$226.10	(\$96.90)	(\$226.10)	\$0.00	(\$323.00)	\$1,923.
410/20/2014	Apply Fees	\$1,923.1	\$92.25	\$0.00	(\$92.25)	\$0.00	\$0.00	\$2,015.
511/19/2014	Log Item	\$2,015.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,015.
611/19/2014	Apply Fees	\$2,015.3	\$307.50	\$0.00	(\$307.50)	\$0.00	\$0.00	\$2,322.
711/20/2014	Log Item	\$2,322.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,322.
811/21/2014	Log Item	\$2,322.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,322.
911/21/2014	Log Item	\$2,322.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,322.
1011/21/2014	Log Item	\$2,322.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,322.
1111/22/2014	Log Item	\$2,322.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,322.
1211/22/2014	Deferred Loan Payment	\$2,322.8	\$30.75	\$0.00	(\$30.75)	(\$299.25)	(\$330.00)	\$2,023.
1312/19/2014	Log Item	\$2,023.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,023.
1412/19/2014	Apply Fees	\$2,023.6	\$276.75	\$0.00	(\$276.75)	\$0.00	\$0.00	\$2,300.
1512/20/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
1612/22/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
1712/22/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
1812/23/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
1912/23/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
2012/30/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
2112/31/2014	Log Item	\$2,300.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,300.
2212/31/2014	Deferred Loan Payment	\$2,300.3	\$123.00	\$0.00	(\$123.00)	\$23.00	(\$100.00)	\$2,323.
231/2/2015 9:	Log Item	\$2,323.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,323.
241/5/2015 1:	Deferred Loan Payment	\$2,323.3	\$51.25	\$0.00	(\$51.25)	(\$171.75)	(\$223.00)	\$2,151.
251/18/2015	Apply Fees	\$2,151.6	\$133.25	\$0.00	(\$133.25)	\$0.00	\$0.00	\$2,284.
261/19/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
271/19/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
281/20/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.



291/20/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
301/21/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
311/21/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
321/22/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
331/23/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
341/24/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
351/26/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
361/26/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
371/27/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
381/27/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
391/28/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
401/28/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
411/29/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
421/30/2015	Log Item	\$2,284.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,284.
432/2/2015 2:	Deferred Loan Payment	\$2,284.8	\$153.75	\$0.00	(\$153.75)	(\$169.25)	(\$323.00)	\$2,115.
442/17/2015	Log Item	\$2,115.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,115.
452/17/2015	Apply Fees	\$2,115.6	\$153.75	\$0.00	(\$153.75)	\$0.00	\$0.00	\$2,269.
462/18/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
472/18/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
482/19/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
492/19/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
502/20/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
512/20/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
522/21/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
532/23/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
542/24/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
552/24/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
562/25/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
572/25/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
582/26/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
592/27/2015	Log Item	\$2,269.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,269.
603/3/2015 5:	Deferred Loan Payment	\$2,269.3	\$143.50	\$0.00	(\$143.50)	(\$179.50)	(\$323.00)	\$2,089.
613/19/2015	Apply Fees	\$2,089.8	\$164.00	\$0.00	(\$164.00)	\$0.00	\$0.00	\$2,253.
623/20/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
633/20/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
643/21/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
653/23/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
663/23/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
673/24/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
683/24/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
693/25/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
703/25/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
713/26/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
723/27/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
733/27/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
743/28/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
753/30/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
763/30/2015	Log Item	\$2,253.8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,253.
773/30/2015	Deferred Loan Payment	\$2,253.8	\$112.75	(\$16.50)	(\$112.75)	(\$330.75)	(\$460.00)	\$1,906.

784/18/2015	Apply Fees	\$1,906.6	\$193.08	\$0.00	(\$193.08)	\$0.00	\$0.00	\$2,099.
794/20/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
804/20/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
814/22/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
824/22/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
834/23/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
844/23/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
854/24/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
864/24/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
874/25/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
884/27/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
894/27/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
904/28/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
914/29/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
924/30/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
934/30/2015	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
945/1/2015 1	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
955/1/2015 6:	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
965/2/2015 1	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
975/4/2015 1	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
985/4/2015 6:	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
995/5/2015 5:	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
1005/6/2015 1	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
1015/7/2015 1	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
1025/7/2015 6:	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.
1035/8/2015 9:	Log Item	\$2,099.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,099.

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021  LOAN AGREEMENT DATE: 9/20/2014 3:00:26 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 05:03:12 PM	
AMOUNT PAID: \$323.00		AGENT RECEIVING PAYMENT: Dawn Tansill	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$323.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$323.00
BALANCE DUE ON LOAN:	\$2,089.85
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 Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021  LOAN AGREEMENT DATE: 9/20/2014 3:00:26 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/02/2015 02:00:44 PM	
AMOUNT PAID: \$323.00		AGENT RECEIVING PAYMENT: Dawn Tansill	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	<u>\$0.00</u>
INTEREST PAID:	<u>\$323.00</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$323.00</u>
BALANCE DUE ON LOAN:	<u>\$2,115.60</u>
NEXT SCHEDULED DUE DATE:	<u>2/17/2015</u>

- ☐ 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  
mutual MD*

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021  LOAN AGREEMENT DATE: 9/20/2014 3:00:26 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/05/2015 01:50:43 PM
AMOUNT PAID: \$223.00	AGENT RECEIVING PAYMENT: Jurgen Kaine	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$223.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$223.00
BALANCE DUE ON LOAN:	\$2,151.60
NEXT SCHEDULED DUE DATE:	1/18/2015

- ☐ 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 Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021  LOAN AGREEMENT DATE: 9/20/2014 3:00:26 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/31/2014 03:40:19 PM	
AMOUNT PAID: \$100.00		AGENT RECEIVING PAYMENT: Dawn Tansill	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$100.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$100.00
BALANCE DUE ON LOAN:	\$2,323.35
NEXT SCHEDULED DUE DATE:	12/19/2014

- ☐ **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

*Mailed Moneyorder*

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021		DATE/TIME OF RECEIPT OF PAYMENT: 11/22/2014 02:23:59 PM
LOAN AGREEMENT DATE: 9/20/2014 3:00:26 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$330.00	AGENT RECEIVING PAYMENT: Linda Hanks	

## 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:	\$2,023.60
NEXT SCHEDULED DUE DATE:	12/19/2014

- ☐ 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.

Matthew Cox  
Printed Name

MCap  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Matthew Cox	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0127021  LOAN AGREEMENT DATE: 9/20/2014 3:00:26 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 10/11/2014 01:14:06 PM	
AMOUNT PAID: \$323.00		AGENT RECEIVING PAYMENT: Laurie Lawson	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	<u>\$96.90</u>
INTEREST PAID:	<u>\$226.10</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$323.00</u>
BALANCE DUE ON LOAN:	<u>\$1,923.10</u>
NEXT SCHEDULED DUE DATE:	<u>11/19/2014</u>

- ☐ **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.

Matthew Cox  
Printed Name

[Signature]  
Signature



TitleMax of Nevada, Inc. d/b/a TitleMax  
1995 W. Williams Street  
Fallon, NV 89406  
(775)298-4503  
1/31/2015

Matthew Cox  
405 1/2 Arizona  
Tonopah, NV 89049

Alyssa Cox  
405 1/2 Arizona St.  
Tonopah, NV 89049

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

Dear Customer:

On 9/20/2014 3:00:26 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 10/11/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 1/19/2015 ("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

a written AMENDMENT OF THE TITLE Repayment Plan").

term of at least 90 days after the Date of

lures by 2/18/2015 : (1) return to the applicable, the Grace Period Payments an we prepare; and (3) make an initial g balance on the original transaction is

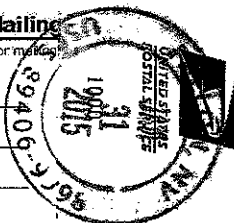


**Certificate Of Mailing**

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: TitleMax of Nevada  
1995 W. Williams Ave.  
Fallon, NV 89406  
775-298-4498

To: Alyssa Cox  
PO Box 1444  
Tonopah NV 89049



U.S. POSTAGE  
PAID  
FALLON, NV  
89406  
JAN 31 2015  
\$1.30  
00051889-08

PS Form 3817, April 2007 PSN 7530-02-000-9065

Date: 01/05/2015

Amount: \$223.00

\$100.00  
\$223.00

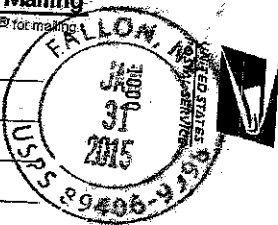


**Certificate Of Mailing**

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: TitleMax of Nevada  
1995 W. Williams Ave.  
Fallon, NV 89406  
775-298-4498

To: Matthew Cox  
405 PO Box 1444  
Tonopah, NV 89049



U.S. POSTAGE  
PAID  
FALLON, NV  
89406  
JAN 31 2015  
\$1.30  
00051889-08

PS Form 3817, April 2007 PSN 7530-02-000-9065

ore 2/18/2015 will be \$422.12.

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

APP 003111  
ROA 001517

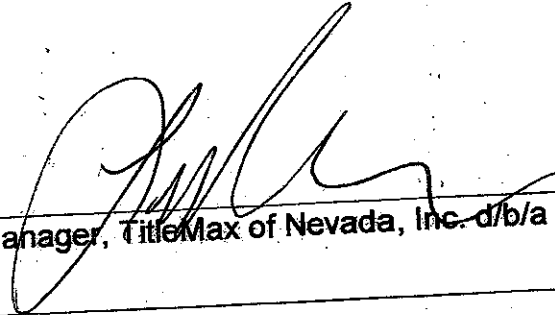
If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest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

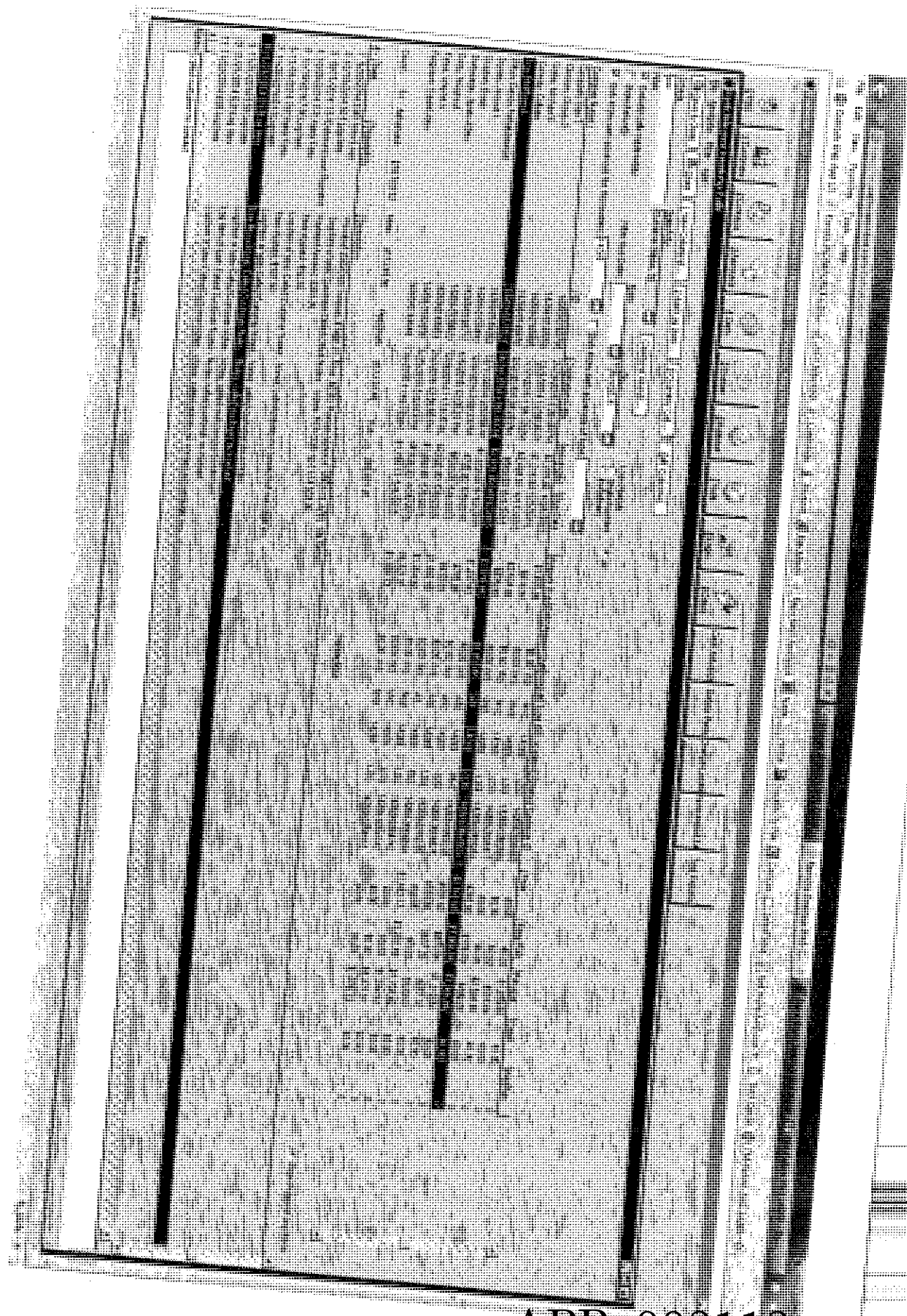
Sincerely,

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

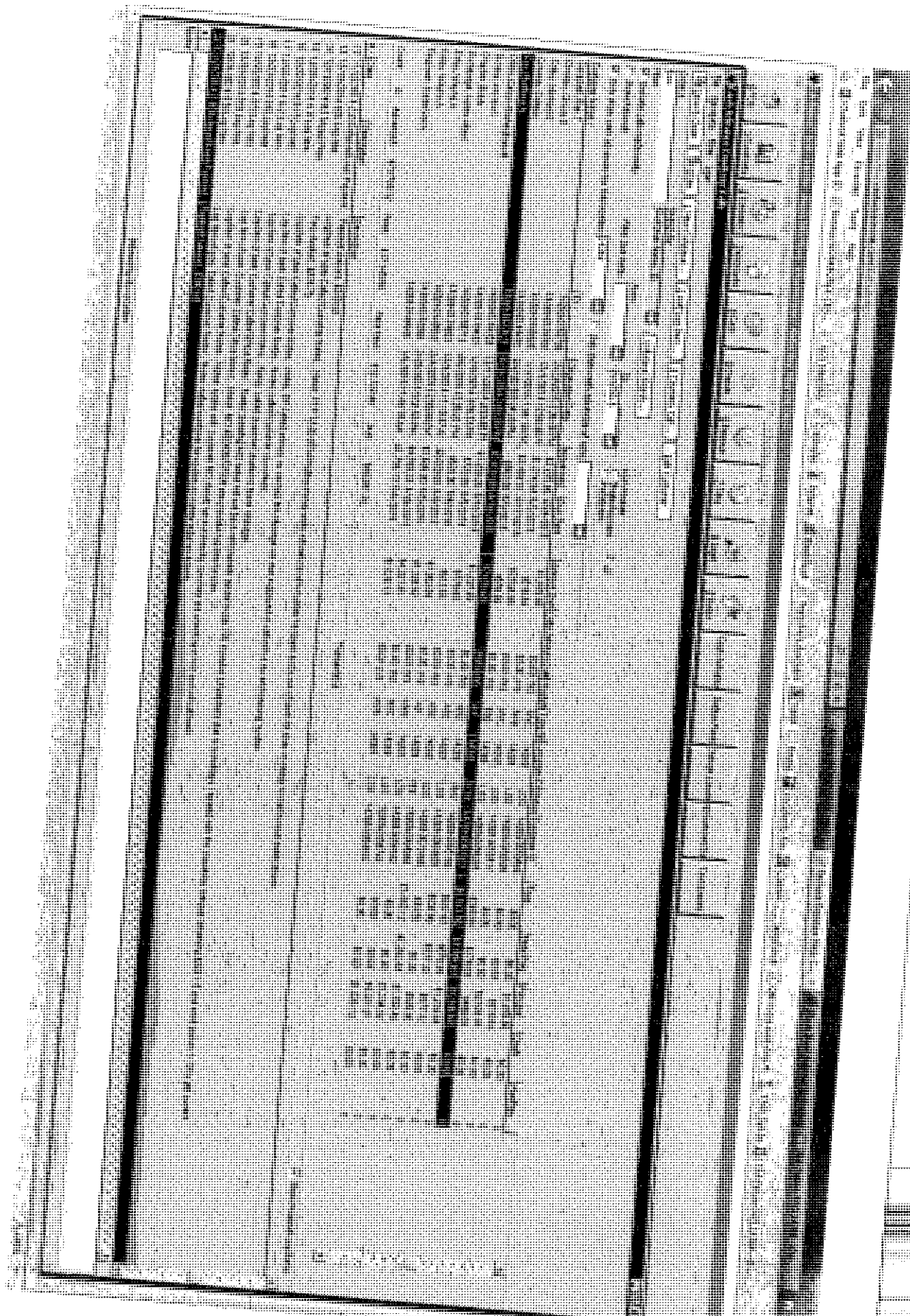
Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT:

- (1) The amount of the debt is \$2,110.60 ; (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.



APP 003113  
ROA 001519



APP 003114  
ROA 001520



Form with multiple sections, including a header area, a large table with columns and rows, and a footer area. The table contains various data points, possibly related to a project or inventory. The form is oriented vertically on the page.

APP 003115  
ROA 001521



Form with multiple sections, including a header area, a large table with columns and rows, and a footer area. The table contains various data points, possibly related to a project or organizational structure. The form is oriented vertically on the page.

APP 003117  
ROA 001523



Form 100-1 (Rev. 1-6-60)

1. Name (Last, First, Middle Initial) \_\_\_\_\_

2. Date of Birth (Month/Day/Year) \_\_\_\_\_

3. Social Security Number \_\_\_\_\_

4. Place of Birth (City, State, Country) \_\_\_\_\_

5. Date of Entry into U.S. (Month/Day/Year) \_\_\_\_\_

6. Date of Naturalization (Month/Day/Year) \_\_\_\_\_

7. Date of Expiration (Month/Day/Year) \_\_\_\_\_

8. Date of Renewal (Month/Day/Year) \_\_\_\_\_

9. Date of Last Examination (Month/Day/Year) \_\_\_\_\_

10. Date of Last Interview (Month/Day/Year) \_\_\_\_\_

11. Date of Last Review (Month/Day/Year) \_\_\_\_\_

12. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

13. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

14. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

15. Date of Last Order (Month/Day/Year) \_\_\_\_\_

16. Date of Last Review (Month/Day/Year) \_\_\_\_\_

17. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

18. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

19. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

20. Date of Last Order (Month/Day/Year) \_\_\_\_\_

21. Date of Last Review (Month/Day/Year) \_\_\_\_\_

22. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

23. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

24. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

25. Date of Last Order (Month/Day/Year) \_\_\_\_\_

26. Date of Last Review (Month/Day/Year) \_\_\_\_\_

27. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

28. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

29. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

30. Date of Last Order (Month/Day/Year) \_\_\_\_\_

31. Date of Last Review (Month/Day/Year) \_\_\_\_\_

32. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

33. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

34. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

35. Date of Last Order (Month/Day/Year) \_\_\_\_\_

36. Date of Last Review (Month/Day/Year) \_\_\_\_\_

37. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

38. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

39. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

40. Date of Last Order (Month/Day/Year) \_\_\_\_\_

41. Date of Last Review (Month/Day/Year) \_\_\_\_\_

42. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

43. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

44. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

45. Date of Last Order (Month/Day/Year) \_\_\_\_\_

46. Date of Last Review (Month/Day/Year) \_\_\_\_\_

47. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

48. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

49. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

50. Date of Last Order (Month/Day/Year) \_\_\_\_\_

51. Date of Last Review (Month/Day/Year) \_\_\_\_\_

52. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

53. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

54. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

55. Date of Last Order (Month/Day/Year) \_\_\_\_\_

56. Date of Last Review (Month/Day/Year) \_\_\_\_\_

57. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

58. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

59. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

60. Date of Last Order (Month/Day/Year) \_\_\_\_\_

61. Date of Last Review (Month/Day/Year) \_\_\_\_\_

62. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

63. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

64. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

65. Date of Last Order (Month/Day/Year) \_\_\_\_\_

66. Date of Last Review (Month/Day/Year) \_\_\_\_\_

67. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

68. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

69. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

70. Date of Last Order (Month/Day/Year) \_\_\_\_\_

71. Date of Last Review (Month/Day/Year) \_\_\_\_\_

72. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

73. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

74. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

75. Date of Last Order (Month/Day/Year) \_\_\_\_\_

76. Date of Last Review (Month/Day/Year) \_\_\_\_\_

77. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

78. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

79. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

80. Date of Last Order (Month/Day/Year) \_\_\_\_\_

81. Date of Last Review (Month/Day/Year) \_\_\_\_\_

82. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

83. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

84. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

85. Date of Last Order (Month/Day/Year) \_\_\_\_\_

86. Date of Last Review (Month/Day/Year) \_\_\_\_\_

87. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

88. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

89. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

90. Date of Last Order (Month/Day/Year) \_\_\_\_\_

91. Date of Last Review (Month/Day/Year) \_\_\_\_\_

92. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

93. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

94. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

95. Date of Last Order (Month/Day/Year) \_\_\_\_\_

96. Date of Last Review (Month/Day/Year) \_\_\_\_\_

97. Date of Last Appeal (Month/Day/Year) \_\_\_\_\_

98. Date of Last Hearing (Month/Day/Year) \_\_\_\_\_

99. Date of Last Decision (Month/Day/Year) \_\_\_\_\_

100. Date of Last Order (Month/Day/Year) \_\_\_\_\_









APP 003122  
ROA 001528

## Customer Application

## Personal Information

Date	9-20-14	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	Cox	First Name	Matthew	Middle Name	Allen
Home Phone	[REDACTED]	Cell Phone	[REDACTED]	Email Address (optional)	[REDACTED]
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)					Apt #
405 1/2 Arizona ST					
City	Tonopah	State	NV	Zip	89049
Mailing Address (if different from physical address)					County
P.O. Box 1444					Nye
City	Tonopah	State	NV	Zip	89049

## Source of Income

Employer * (Source of Income)	[REDACTED]	Employer Address (Street Number & Name)	[REDACTED]	City	Silver Peak	State	NV	Zip	89045	Time at Job?	6 to 6 M to Thursday
Work Phone	[REDACTED]	Title	Safety Supervisor	Supervisor	[REDACTED]						
Pay Frequency: (check one)								Next Payday	Current and Expected Gross Monthly Income	Gross Monthly Obligations	Work Shift
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input 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								9-26-14	\$600.00	\$4.00	[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. 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	[REDACTED]
Business Name	[REDACTED]	Phone #	[REDACTED]
Address (Street Number & Name)	[REDACTED]	City	Acworth
		State	GA
		Zip	30101

## Personal References

Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Reno	State	NV	Zip	89501
Relationship To You	Brother								
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Reno	State	NV	Zip	89506
Relationship To You	Brother								
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Spring Creek	State	NV	Zip	89815
Relationship To You	Brother								
Name	Ryan Hess	Address (Street Number & Name)	[REDACTED]	City	[REDACTED]	State	NV	Zip	89049
Relationship To You	Brother-in-law								



# Co-Applicant Information

Date	Sep/20/2014	State Issued ID Number	Date of Birth	Social	[REDACTED]
Last Name	COX	First Name	ALISSA	Middle Name	Nicole
Home Phone	N/A	[REDACTED]			
Best time to call?	[REDACTED]				
Physical Address (Street Number & Name)		Apt #			
405 1/2 Arizona Street					
City	Tampan NV 89049	State	NV	Zip	89049
Mailing Address (if different from physical address)					
P.O. Box 1444					
City	Tampan NV	State	NV	Zip	89049
Employer * (Source of Income)		Employer Address (Street Number & Name)			
N/A					
City		State		Zip	
Work Phone #		Job Title		Supervisor	
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) <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			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?	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:** N/A me OK

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.

MCoy  
Applicant Signature

Alyssa Coy  
Co-Applicant Signature

9-20-14  
Date

Sep 20/14  
Date



**A - 52**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1995 E WILLIAMS AVE FALLON NV 89406

Exam as of: 5/4/2015

Borrower Name &amp; Address: WAYNE ESTES

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?
14269-0118911	8/1/2014	\$5,000.00	2/27/2015	\$2,425.17	7	\$1,060.73	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? 2005 HUMM H2 If secured by a vehicle title, is it filed and perfected? YES

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

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: \$18,070.00

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 (2h)? YES

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

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

## VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

## WITH SIGNED GRACE PERIOD DEFERMENT AGREEMENT

## Title Loan Agreement

Date: 8/1/2014

Number: 14269-0118911

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14269-0118911	
FIRST NAME Wayne	LAST NAME Estes	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 969 Soda Lake Rd		CO-CUSTOMER STREET ADDRESS	
City Fallon	STATE NV	ZIP CODE 89406	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 (775)298-4503		
LICENSEE STREET ADDRESS 1995 W. Williams Street	LICENSEE CITY Fallon	LICENSEE STATE NV	LICENSEE ZIP CODE 89406
VEHICLE IDENTIFICATION NUMBER (VIN) 5GRGN23U85H111204	LICENSE PLATE 392VSB		
VEHICLE YEAR 2005	VEHICLE MAKE HUMM	VEHICLE MODEL H2	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 \$5,000.00 ("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 0.3663% from the date of this Loan Agreement until 02/27/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$2,425.17</b>	<b>\$5,000.00</b>	<b>\$7,425.17</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,060.73	8/31/2014 and each 30 days thereafter
1	\$1,060.79	2/27/2015

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	\$5,000.00
1. Amount given to you directly:	\$5,000.00
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 repossess the Motor Vehicle.

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

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

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

**Governing Law and Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer's Signature

Date

Its Authorized Agent

Date

Co-Customer's Signature

Date

## Covered Borrower Identification Statement

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.

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

I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

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

— OR —

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

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

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Printed Name: Wayne Estes

Today's Date: 8/1/14



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14269-0118911

Customer Name: Wayne Estes Address: 969 Soda Lake Rd Fallon, NV 89406  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1995 W. Williams Street Fallon, NV 89406  Vehicle Information: 2005 HUMM H2 5GRGN23U85H111204
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 08/01/2014 ("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	\$549.50	8/31/2014
2	\$549.50	9/30/2014
3	\$549.50	10/30/2014
4	\$549.50	11/29/2014
5	\$549.50	12/29/2014
6	\$549.50	1/28/2015
7	\$549.50	2/27/2015
8	\$714.29	3/29/2015
9	\$714.29	4/28/2015
10	\$714.29	5/28/2015
11	\$714.29	6/27/2015
12	\$714.29	7/27/2015
13	\$714.29	8/26/2015
14	\$714.26	9/25/2015
The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement:		\$8,846.50

**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.

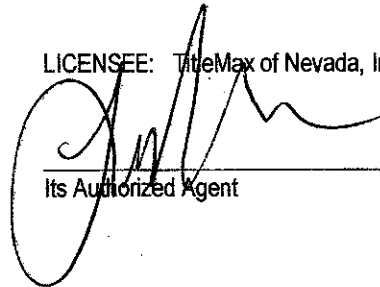
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment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

  
Customer's Signature  
9/2/14  
Date  
  
\_\_\_\_\_  
Co-Borrower's Signature  
\_\_\_\_\_  
Date

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax  
  
Its Authorized Agent  
9/2/14  
Date

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

## Personal Information

Date	8-01-14	State Issued ID Number	NV 1802456870	Date of Birth	12/10/59	Social Security #	[REDACTED]
Last Name	Boles	First Name	Wendy	Middle Name	Athen	Email Address (optional)††	
Home Phone	[REDACTED]			Cell Phone	[REDACTED]		
Best time to call?	any						
Physical Address (Street Number & Name)				Apt #			
969 Saddle Lake Rd							
City	Peelton	State	NV	Zip	89406	County	Churchill
Mailing Address (if different from physical address)							
City	State		Zip				

## Source of Income

Employer * (Source of Income)		Employer Address (Street Number & Name)		Time at Job?	
[REDACTED]		[REDACTED]			
City	[REDACTED]	State	[REDACTED]	Zip	[REDACTED]
Work Phone #	[REDACTED]	Title	Supervisor		
		[REDACTED]			
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) <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)			Varied	Gross Monthly Income \$6500	Gross Monthly Obligations \$4800
<input checked="" 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 type="checkbox"/> yes <input checked="" type="checkbox"/> no					

## Credit References

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

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ROA 001545

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## 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: 10px; 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. If specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

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ROA 001546

**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:**

NA

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

8/1/14  
Date

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

\_\_\_\_\_  
Date

APP 003142  
ROA 001548



# CERTIFICATE OF TITLE

VIN 5GRGN23U85H11204	YEAR 2005	MAKE HUMM	MODEL H2	VEHICLE BODY T4W	TITLE NUMBER NV007069158
DATE ISSUED 07/08/2014	ODOMETER MILES 52549	FUEL TYPE G	SALES TAX PD	EMPTY WT 6400	GROSS WT GVWR
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	

## OWNER(S) NAME AND ADDRESS

ESTES WAYNE ALLAN  
1113 EAGLE ROCK RD  
FALLON NV 89406-6883

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
1995 W WILLIAMS AVE  
FALLON NV 89406-2649

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:

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
The mileage stated is in excess of 10 mechanical miles.  
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 3 years old.

ODOMETER READING

☐ NO  
☐ TENTHS

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.

20020176

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003143  
ROA 001549

## Contact Information

5/9/2015

Company: Titlemax - Stores (314391)

Telephone: 775-298-4503

Contact: dawn Tansill

Fax: 775-624-9816

E-Mail: dawn.tansill@titlemax.com

## Notes

## Vehicle Info For 2005 Hummer H2 4D SUV

MSRP: \$52,430	VIN: 5GRGN23U5	Adj. State: National
Fin Adv: \$17,800	UVC: 2005370001	Mileage: 0
Equip Ret: \$58,525	MPG: —/—	Mileage Cat: E
Tire Size: 315/70R17	Weight: 8600	Cylinders: 8
Base HP: 316 @ 5200	Fuel Type: Gas	Transmission: A
Taxable HP: 51.2	Wheelbase: 122.8	Drive Train: 4WD
Model Number: N25706	End of Term 0	End of Term 0
	Months: 0	Mileage: 0
Price Includes: AT AC 4WD V8		

## Wholesale Black Book values as of 5/8/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$17,900	\$15,000	\$12,100
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,900	\$15,000	\$12,100

## Trade In Black Book values as of 5/8/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$18,070	\$15,170	\$11,430
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$18,070	\$15,170	\$11,430

## Retail Black Book values as of 5/8/2015

X-CL	Clean	Average	Rough
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APP 003144  
ROA 001550

	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$21,350	\$18,200	\$14,575
<b>Options</b>	N/A	\$0	\$0	\$0
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$21,350	\$18,200	\$14,575

**Residual Black Book values as of 5/8/2015**

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

**Black Book Add/Deducts**

Air Ride Suspension +100

Chrome Wheels +100

Power Sunroof +200

w/o 3rd Seat -100

w/o Leather -1050

**APP 003145**  
**ROA 001551**

# Loan Agreement Schedule

Loan #: 14269-0118911

Tm Fallon #1  
1995 W. Williams Street  
Fallon, NV 89406  
(775)298-4503

## Original Loan Agreement Schedule

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
1 8/31/2014	(invalid)	\$5,000.0	(\$549.50)	(\$511.23)	(\$549.50)	\$0.00	(\$1,060.7	\$4,488.
2 9/30/2014	(invalid)	\$4,488.7	(\$493.32)	(\$567.41)	(\$493.32)	\$0.00	(\$1,060.7	\$3,921.
3 10/30/2014	(invalid)	\$3,921.3	(\$430.96)	(\$629.77)	(\$430.96)	\$0.00	(\$1,060.7	\$3,291.
4 1/29/2014	(invalid)	\$3,291.5	(\$361.75)	(\$698.98)	(\$361.75)	\$0.00	(\$1,060.7	\$2,592.
5 2/29/2014	(invalid)	\$2,592.6	(\$284.93)	(\$775.80)	(\$284.93)	\$0.00	(\$1,060.7	\$1,816.
6 1/28/2015	(invalid)	\$1,816.8	(\$199.67)	(\$861.06)	(\$199.67)	\$0.00	(\$1,060.7	\$955.75
7 2/27/2015	(invalid)	\$955.75	(\$105.04)	(\$955.75)	(\$105.04)	\$0.00	(\$1,060.7	\$0.00
7 2/27/2015				(\$5,000.0	(\$2,425.	\$0.00	(\$7,425.1	\$0.00

## Actual Loan Transactions

# Due Date	Transaction	Beginning Balance	Interest Charged	Principal	Interest	Fees	Payment	End Balance
18/1/2014 1	New Loan		\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.
2 8/31/2014	Apply Fees	\$5,000.0	\$549.50	\$0.00	(\$549.50)	\$0.00	\$0.00	\$5,549.
3 2/2014 1:	Deferred Loan Payment	\$5,549.5	\$36.63	\$0.00	(\$36.63)	(\$513.37	(\$550.00)	\$5,036.
49/29/2014	Deferred Loan Payment	\$5,036.1	\$494.55	(\$19.32)	(\$494.55)	(\$36.13)	(\$550.00)	\$4,980.
59/30/2014	Apply Fees	\$4,980.6	\$18.25	\$0.00	(\$18.25)	\$0.00	\$0.00	\$4,998.
6 10/30/2014	Log Item	\$4,998.9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,998.
7 10/30/2014	Apply Fees	\$4,998.9	\$547.38	\$0.00	(\$547.38)	\$0.00	\$0.00	\$5,546.
8 10/31/2014	Log Item	\$5,546.3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,546.
9 10/31/2014	Deferred Loan Payment	\$5,546.3	\$18.25	\$0.00	(\$18.25)	(\$531.75	(\$550.00)	\$5,014.
10 11/29/2014	Log Item	\$5,014.5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,014.
11 11/29/2014	Apply Fees	\$5,014.5	\$529.13	\$0.00	(\$529.13)	\$0.00	\$0.00	\$5,543.
12 12/1/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
13 12/1/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
14 12/2/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
15 12/2/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
16 12/3/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
17 12/4/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
18 12/4/2014	Log Item	\$5,543.6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,543.
19 12/5/2014	Deferred Loan Payment	\$5,543.6	\$109.48	\$0.00	(\$109.48)	(\$440.52	(\$550.00)	\$5,103.
20 12/18/2014	Log Item	\$5,103.1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,103.
21 12/29/2014	Apply Fees	\$5,103.1	\$437.90	\$0.00	(\$437.90)	\$0.00	\$0.00	\$5,541.
22 12/30/2014	Log Item	\$5,541.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,541.
23 12/30/2014	Log Item	\$5,541.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,541.
24 12/31/2014	Deferred Loan Payment	\$5,541.0	\$36.49	\$0.00	(\$36.49)	(\$513.51	(\$550.00)	\$5,027.
25 1/5/2015 1	Log Item	\$5,027.5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,027.
26 1/28/2015	Apply Fees	\$5,027.5	\$510.88	\$0.00	(\$510.88)	\$0.00	\$0.00	\$5,538.
27 1/29/2015	Deferred Loan Payment	\$5,538.4	\$18.25	\$0.00	(\$18.25)	(\$531.75	(\$550.00)	\$5,006.
28 2/25/2015	Deferred Loan Payment	\$5,006.6	\$492.64	(\$41.35)	(\$492.64)	(\$26.01)	(\$560.00)	\$4,939.

APP 003146

292/25/2015	Refinance Loan Payoff	\$4,939.3	\$0.00	(\$4,939.33	\$0.00	\$0.00	(\$4,939.33	\$0.00
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APP 003147

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne A Estes 969 Soda Lake Rd Fallon, NV 89406	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911  LOAN AGREEMENT DATE: 08/01/2014 If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT:  03/28/2015 13:18:55	
AMOUNT PAID:  \$617.42		AGENT RECEIVING PAYMENT: Henry Hasbun (706)	

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	\$ 617.42	PRINCIPAL:	\$ 617.42
INTEREST PAID:	\$ 0.00	INTEREST:	\$ 0.00
CHARGES PAID:	\$ 0.00	FEES:	\$ 0.00
FEES PAID:	\$ 0.00	CHARGES:	\$ 0.00
TOTAL AMOUNT PAID TODAY:	\$ 617.42	BALANCE DUE ON LOAN:	\$ 4321.91
		REPAYMENT PLAN MINIMUM	\$ 617.42
		NEXT SCHEDULED DUE DATE:	4/26/2015

- ☐ 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

☐ **Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.**

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**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 possession of the Title.

**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. 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.

Wayne Estes  
Printed Name

[Signature]  
Signature

APP 003148  
ROA 001554

## AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH REPAYMENT PLAN (greater than 210 days)

No. 14269-0118911

Date: 2/25/2015

Customer Name: Estes, Wayne A  
 Address: 969 Soda Lake Rd  
 Fallon, NV 89406  
 (209)221-5918  
 Co-Borrower Name:  
 Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax  
 Address: 1995 W. Williams Street  
 Fallon, NV 89406  
 Vehicle Information: 2005, GREY, HUMM, H2, 5GRGN23U85H111204

**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 08/01/2014 ("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 \$4,939.33 was due on 02/27/2015 ("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 \$4939.33 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	\$617.42	3/27/2015
2nd Scheduled Payment	\$617.42	4/26/2015
3rd Scheduled Payment	\$617.42	5/26/2015
4th Scheduled Payment	\$617.42	6/25/2015
5th Scheduled Payment	\$617.42	7/25/2015
6th Scheduled Payment	\$617.42	8/24/2015
7th Scheduled Payment	\$617.42	9/23/2015
8th Scheduled Payment	\$617.39	10/23/2015
The total amount due under the terms of the Repayment Plan:		\$4939.33

**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 2/25/15 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 003149  
 ROA 001555

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911  LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/25/2015 05:02:53 PM	
AMOUNT PAID: \$0.00		AGENT RECEIVING PAYMENT: Linda Hanks	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$0.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$0.00
BALANCE DUE ON LOAN:	\$0.00
NEXT SCHEDULED DUE DATE:	3/27/2015

- ☐ **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 Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911  LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/25/2015 05:00:03 PM	
AMOUNT PAID: \$560.00		AGENT RECEIVING PAYMENT: Dawn Tansill	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$41.35
INTEREST PAID:	\$518.65
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,939.33
NEXT SCHEDULED DUE DATE:	2/27/2015

- ☐ 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.

Wayne Estes  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911		DATE/TIME OF RECEIPT OF PAYMENT: 01/29/2015 01:02:33 PM	
LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$550.00			
		AGENT RECEIVING PAYMENT: Dawn Tansill	

## 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:	\$5,006.69
NEXT SCHEDULED DUE DATE:	2/27/2015

- ☐ 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.

Wayne Estes  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911		DATE/TIME OF RECEIPT OF PAYMENT: 12/31/2014 09:17:40 AM
LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Dawn Tansill	

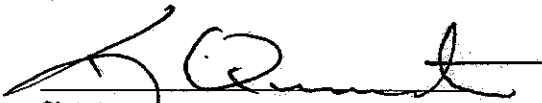
## TODAY'S PAYMENT ITEMIZATION

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:	\$5,027.56
NEXT SCHEDULED DUE DATE:	1/28/2015

- ☐ 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 Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911  LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/05/2014 11:44:48 AM	
AMOUNT PAID: \$550.00		AGENT RECEIVING PAYMENT: Linda Hanks	

## 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:	\$5,103.17
NEXT SCHEDULED DUE DATE:	12/29/2014

- ☐ 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

LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911	DATE/TIME OF RECEIPT OF PAYMENT: 09/29/2014 01:46:12 PM
LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM	
If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Laurie Lawson

TODAY'S PAYMENT ITEMIZATION	
PRINCIPAL PAID:	\$19.32
INTEREST PAID:	\$530.68
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$550.00
BALANCE DUE ON LOAN:	\$4,980.68
NEXT SCHEDULED DUE DATE:	10/30/2014

- ☐ 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.

Wayne Ester  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes	
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911		DATE/TIME OF RECEIPT OF PAYMENT: 10/31/2014 10:45:38 AM	
LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM  If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$550.00		AGENT RECEIVING PAYMENT: Jurgen Kaine	

## 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:	\$5,014.56
NEXT SCHEDULED DUE DATE:	11/29/2014

- ☐ **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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Fallon #1 1995 W. Williams Street Fallon, NV 89406		PAYMENT MADE ON BEHALF OF OR BY: Wayne Estes
LOAN AGREEMENT IDENTIFICATION NO. 14269-0118911  LOAN AGREEMENT DATE: 8/1/2014 11:09:47 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 09/02/2014 01:00:32 PM
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Launie Lawson	

## 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:	\$5,036.13
NEXT SCHEDULED DUE DATE:	9/30/2014

- ☐ **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

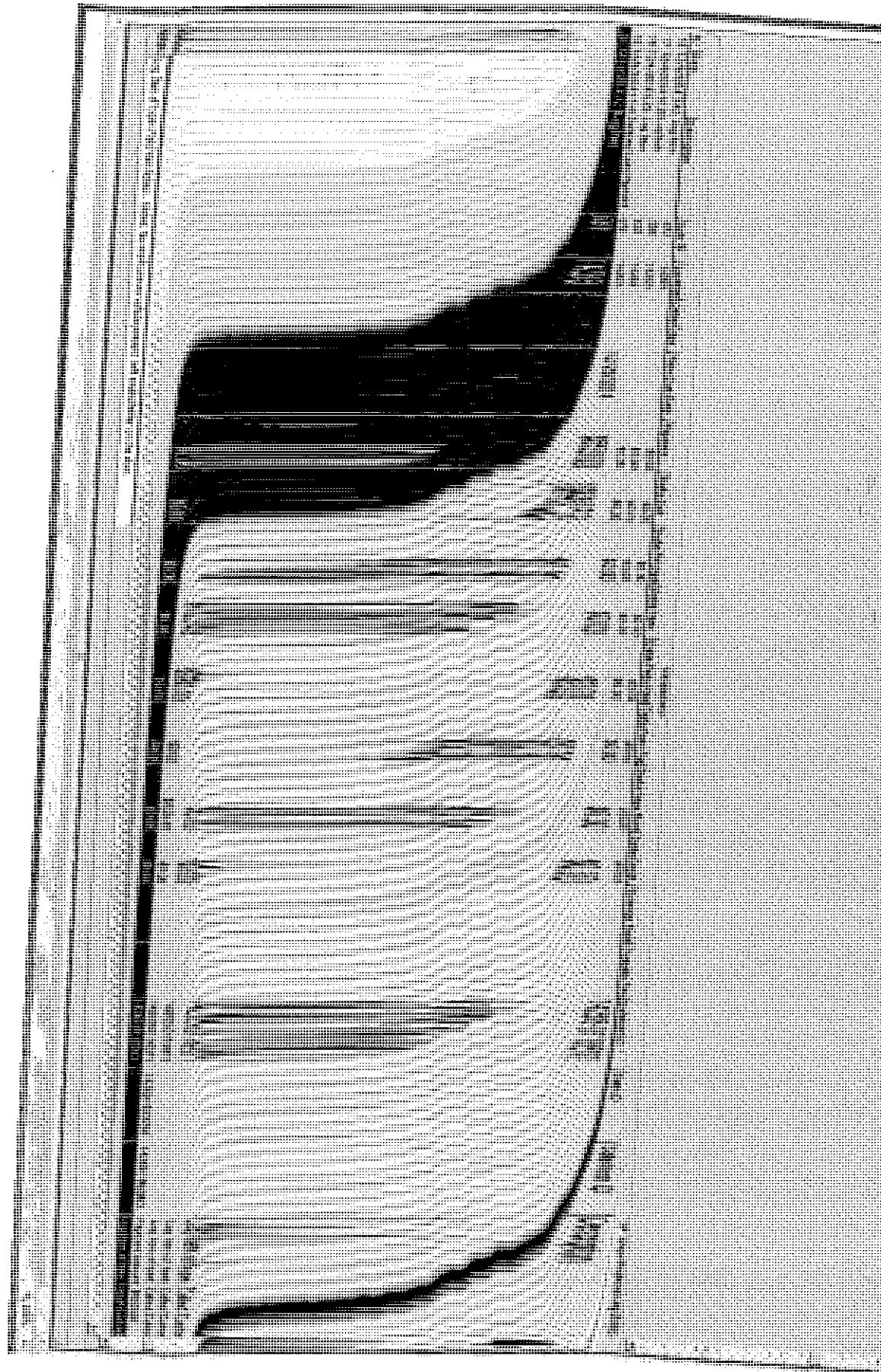
Signature

1. Name of the vessel: USS T-12  
 2. Date of departure: 10/10/44  
 3. Date of arrival: 10/11/44  
 4. Name of the port of origin: San Francisco  
 5. Name of the port of destination: San Francisco  
 6. Name of the commanding officer: John D. Smith  
 7. Name of the crew member: John D. Smith  
 8. Name of the ship's doctor: John D. Smith  
 9. Name of the ship's engineer: John D. Smith  
 10. Name of the ship's cook: John D. Smith  
 11. Name of the ship's steward: John D. Smith  
 12. Name of the ship's clerk: John D. Smith  
 13. Name of the ship's messenger: John D. Smith  
 14. Name of the ship's radio operator: John D. Smith  
 15. Name of the ship's gunner: John D. Smith  
 16. Name of the ship's sailor: John D. Smith  
 17. Name of the ship's deckhand: John D. Smith  
 18. Name of the ship's stewardess: John D. Smith  
 19. Name of the ship's cabin boy: John D. Smith  
 20. Name of the ship's barber: John D. Smith  
 21. Name of the ship's shoemaker: John D. Smith  
 22. Name of the ship's tailor: John D. Smith  
 23. Name of the ship's carpenter: John D. Smith  
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 99. Name of the ship's cooper: John D. Smith  
 100. Name of the ship's cooper: John D. Smith









APP 003161  
ROA 001567

UNITED STATES DEPARTMENT OF AGRICULTURE		BUREAU OF PLANT INDUSTRY		PLANT INDUSTRY REPORT	
REPORT NO. 1000		DATE OF REPORT		REPORT MADE AT	
1. TITLE OF REPORT		2. AUTHOR		3. SUBJECT	
4. SUMMARY		5. REFERENCES		6. NOTES	
7. CONCLUSIONS		8. RECOMMENDATIONS		9. OTHER DATA	
10. DISCUSSION		11. REFERENCES		12. NOTES	
13. CONCLUSIONS		14. RECOMMENDATIONS		15. OTHER DATA	
16. DISCUSSION		17. REFERENCES		18. NOTES	
19. CONCLUSIONS		20. RECOMMENDATIONS		21. OTHER DATA	
22. DISCUSSION		23. REFERENCES		24. NOTES	
25. CONCLUSIONS		26. RECOMMENDATIONS		27. OTHER DATA	
28. DISCUSSION		29. REFERENCES		30. NOTES	
31. CONCLUSIONS		32. RECOMMENDATIONS		33. OTHER DATA	
34. DISCUSSION		35. REFERENCES		36. NOTES	
37. CONCLUSIONS		38. RECOMMENDATIONS		39. OTHER DATA	
40. DISCUSSION		41. REFERENCES		42. NOTES	
43. CONCLUSIONS		44. RECOMMENDATIONS		45. OTHER DATA	
46. DISCUSSION		47. REFERENCES		48. NOTES	
49. CONCLUSIONS		50. RECOMMENDATIONS		51. OTHER DATA	
52. DISCUSSION		53. REFERENCES		54. NOTES	
55. CONCLUSIONS		56. RECOMMENDATIONS		57. OTHER DATA	
58. DISCUSSION		59. REFERENCES		60. NOTES	
61. CONCLUSIONS		62. RECOMMENDATIONS		63. OTHER DATA	
64. DISCUSSION		65. REFERENCES		66. NOTES	
67. CONCLUSIONS		68. RECOMMENDATIONS		69. OTHER DATA	
70. DISCUSSION		71. REFERENCES		72. NOTES	
73. CONCLUSIONS		74. RECOMMENDATIONS		75. OTHER DATA	
76. DISCUSSION		77. REFERENCES		78. NOTES	
79. CONCLUSIONS		80. RECOMMENDATIONS		81. OTHER DATA	
82. DISCUSSION		83. REFERENCES		84. NOTES	
85. CONCLUSIONS		86. RECOMMENDATIONS		87. OTHER DATA	
88. DISCUSSION		89. REFERENCES		90. NOTES	
91. CONCLUSIONS		92. RECOMMENDATIONS		93. OTHER DATA	
94. DISCUSSION		95. REFERENCES		96. NOTES	
97. CONCLUSIONS		98. RECOMMENDATIONS		99. OTHER DATA	
100. DISCUSSION		101. REFERENCES		102. NOTES	



APP 003163  
ROA 001569

APP 003164  
ROA 001570

**A - 53**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2020 E WILLIAMS ST. CARSON CITY NV 89701

Borrower Name &amp;

Exam as of: 5/4/2015

Address: Ninalee Ellery, 2129 Gregg St, Carson City, NV 89701

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?
14069-0145387	1/9/2015	\$3,430.00	8/7/2015	\$2,339.28	6&1	824.19/824.14	182.38%	YES

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

Is the loan secured? YES If so, what is the collateral? 2000 Ford 2500 Super Duty

What is the borrower's expected gross monthly income? \$4,190 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other: If secured by a vehicle title, is it filed and perfected? YES(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? YES Paystub ☐ Affidavit ☒ Other: 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: \$7,400.00

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

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? N/A

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

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

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

Has the loan been extended or renewed? NO

How many times? 0

Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Title Loan Active

NRS 604A.445, 210

Revised 10-15-2008

Confidential



Date: 1/9/2015

## Title Loan Agreement

Number: 14069-0145387

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14069-0145387	
FIRST NAME Ninalee Charlene	LAST NAME Ellery	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 2219 Gregg St		CO-CUSTOMER STREET ADDRESS	
City Carson City	STATE NV	ZIP CODE 89701	CO-CUSTOMER CITY
HOME PHONE	DATE OF BIRTH	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 (775)883-1252	
LICENSEE STREET ADDRESS 2020 E Williams Street		LICENSEE CITY Carson City	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTNX21S1YEA83269		LICENSEE ZIP CODE 89701	
VEHICLE YEAR 2000		LICENSE PLATE 930WBV	
VEHICLE MAKE Ford	VEHICLE MODEL 2500 Super Duty	COLOR Orange	

**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 \$3,430.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until 08/07/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>182.3771 %</b>	<b>\$2,339.28</b>	<b>\$3,430.00</b>	<b>\$5,769.28</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$824.19	2/8/2015 and each 30 days thereafter
1	\$824.14	8/7/2015

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	\$3,430.00
1. Amount given to you directly:	\$3,410.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

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

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

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (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 in        is 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

Rina Lee Elley  
Customer's Signature

1-9-15  
Date

[Signature]  
Its Authorized Agent

1-9-15  
Date

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

\_\_\_\_\_  
Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Ninalee Charlene Ellery	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0145387		DATE/TIME OF RECEIPT OF PAYMENT: 04/10/2015 04:20:44 PM	
LOAN AGREEMENT DATE: 1/9/2015 11:43:55 AM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$469.38		AGENT RECEIVING PAYMENT: Scott Duns	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.19
INTEREST PAID:	\$469.19
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$469.38
BALANCE DUE ON LOAN:	\$3,131.11
NEXT SCHEDULED DUE DATE:	5/9/2015

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

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

Ninalee Ellery  
Printed Name

Nina Lee Ellery  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Ninalee Charlene Ellery	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0145387		DATE/TIME OF RECEIPT OF PAYMENT: 03/13/2015 05:01:55 PM	
LOAN AGREEMENT DATE: 1/9/2015 11:43:55 AM  If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$469.58		AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$469.58
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$469.58
BALANCE DUE ON LOAN:	\$3,162.40
NEXT SCHEDULED DUE DATE:	4/9/2015

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

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

Ninalee Ellery  
Printed Name

Ninalee Ellery  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Ninalee Charlene Ellery
LOAN AGREEMENT IDENTIFICATION NO. 14069-0145387  LOAN AGREEMENT DATE: 1/9/2015 11:43:55 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/09/2015 05:32:46 PM
AMOUNT PAID: \$830.00	AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$298.70
INTEREST PAID:	\$531.30
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$830.00
BALANCE DUE ON LOAN:	\$3,131.30
NEXT SCHEDULED DUE DATE:	3/10/2015

- ☐ 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.

Nina Lee Ellery  
Printed Name

Nina Lee Ellery  
Signature



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14069-0145387

<b>Customer Name:</b> Ninalee Charlene Ellery <b>Address:</b> 2219 Gregg St Carson City, NV 89701  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2020 E Williams Street Carson City, NV 89701  <b>Vehicle Information:</b> 2000 Ford 2500 Super Duty 1FTNX21S1YEA83269
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 01/09/2015 ("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	\$514.15	2/8/2015
2	\$514.15	3/10/2015
3	\$514.15	4/9/2015
4	\$514.15	5/9/2015
5	\$514.15	6/8/2015
6	\$514.15	7/8/2015
7	\$514.15	8/7/2015
8	\$490.00	9/6/2015
9	\$490.00	10/6/2015
10	\$490.00	11/5/2015
11	\$490.00	12/5/2015
12	\$490.00	1/4/2016
13	\$490.00	2/3/2016
14	\$490.00	3/4/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$7,029.05

**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 0.4997% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

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

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

# Customer Application

## Personal Information

Date <b>1-9-15</b>	State Issued ID Number <b>NV 320048812</b>	Date of Birth <b>8-16-59</b>	Social Security # <b>517-92-5609</b>
Last Name <b>Ellery</b>	First Name <b>Nina Lee</b>	Middle Name <b>C</b>	
Home Phone <b>[REDACTED]</b>	Cell Phone <b>[REDACTED]</b>	Email Address (optional)†† <b>N/A</b>	
Best time to call? <b>p 5:00pm</b>	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) <b>2219 Gregg St</b>			Apt # <b>/</b>
City <b>Carson City</b>	State <b>NV</b>	Zip <b>89701</b>	County <b>Carson</b>
Mailing Address (if different from physical address) <b>Same as Above</b>			
City <b>/</b>	State <b>/</b>	Zip <b>/</b>	

## Source of Income

Employer * (Name) <b>[REDACTED]</b>	Employer Address (Street Number & Name) <b>[REDACTED]</b>		
City <b>Sparks</b>	State <b>NV</b>	Zip <b>89431</b>	Time at Job? <b>6 yrs</b>
Work Phone # <b>[REDACTED]</b>	Title <b>CNA</b>	Supervisor <b>[REDACTED]</b>	
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed		Next Payday <b>1-23-15</b>	Gross Monthly Income <b>\$ 4190</b> Gross Monthly Obligation <b>\$ 1437</b> Work Shift <b>Day</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

Business Name <b>[REDACTED]</b>	Phone # <b>[REDACTED]</b>
Address <b>[REDACTED]</b>	
City <b>[REDACTED]</b>	State <b>[REDACTED]</b>
Zip <b>[REDACTED]</b>	

## Personal References

Name <b>[REDACTED]</b>	Address (Street Number & Name) <b>[REDACTED]</b>	City <b>[REDACTED]</b>	State <b>[REDACTED]</b>	Zip <b>[REDACTED]</b>
<b>[REDACTED]</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		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 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:** NA

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.

Nina Lee Elley  
Applicant Signature

1-9-15  
Date

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

\_\_\_\_\_  
Date



**Affidavit**

STATE OF NEVADA  
COUNTY OF CARSON

Title Loan Agreement No.: 14069-0145387  
Date: 01/09/2015

Customer Name: Ninalee Ellery  
Address: 2219 Gregg St  
Carson City, NV 89701  
Co-Borrower Name:  
Address:

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

2020 E. William St  
Carson City, NV 89701

Vehicle Information: VIN: 1F1NX2T1STE83269  
License Plate State and No: 930WBV Color: Orange Year: 2000 Make: Ford Model: 2500 Super Duty

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, Ninalee Ellery, 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: Ninalee Ellery

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

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1FTNX21S1YEA83269	YEAR 2000	MAKE FORD	MODEL F250 SUPER	VEHICLE BODY T4C	TITLE NUMBER NV007488098
DATE ISSUED 01/14/2015	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 5635	GROSS WT 10000
VEHICLE COLOR	ODOMETER BRAND EXEMPT	BRANDS			

**OWNER(S) NAME AND ADDRESS**  
 ELLERY NINALEE CHARLENE  
 ELLERY LOREN PATRICK  
 2219 GREGG ST  
 CARSON CITY NV 89701-1911

OR

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX OF NEVADA  
 2020 E WILLIAM ST  
 CARSON CITY NV 89701-2701

**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.

23663880

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003184  
 ROA 001590

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1FTNX21S1YEA83269	YEAR 2000	MAKE FORD	MODEL F250 SUPER	VEHICLE BODY T4C	TITLE NUMBER NV006716648
DATE ISSUED 02/06/2014	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 5635	GROSS WT 10000
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

### OWNER(S) NAME AND ADDRESS

ELLERY LOREN

ELLERY NINALEE C

5674 LUPIN DR

SUN VALLEY NV 89433-7419

OR

### LIENHOLDER NAME AND ADDRESS

NEVADA TITLE AND PAYDAY LOANS INC

3151 N CARSON ST

CARSON CITY NV 89706-0154

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

SIGNATURE OF AUTHORIZED AGENT

DATE

Nevada Title and Payday Loans, Inc.

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.

1709388C

(THIS IS NOT A TITLE NO.)

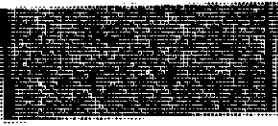
VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003185  
ROA 001591

NEVADA TITLE AND PAYDAY LOANS INC  
3151 N CARSON ST  
CARSON CITY NV 89706-0154

4461

STATE OF NEVADA					
DEPARTMENT OF MOTOR VEHICLES					
CERTIFICATE OF TITLE					
VIN 1FTNX21S1YEA83269	YEAR 2000	MAKE FORD	MODEL F250 SUPER	VEHICLE BODY T4C	TITLE NUMBER NV006716648
DATE ISSUED 02/06/2014	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 5635	GROSS WT 10000
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	GVWR
OWNER(S) NAME AND ADDRESS ELLERY LOREN ELLERY NINALEE C 5674 LUPIN DR SUN VALLEY NV 89433-7419			OR		
LIENHOLDER NAME AND ADDRESS NEVADA TITLE AND PAYDAY LOANS INC 3151 N CARSON ST CARSON CITY NV 89706-0154					
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 <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.					
NO <input type="checkbox"/> TENTHS <input type="checkbox"/>			The mileage stated is in excess of its mechanical limits.		
ODOMETER READING			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(s). <input type="checkbox"/>			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. 07003880 (THIS IS NOT A TITLE NO.)		
VP-2 (Rev. 8/10)					

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1592

## Contact Information

1/9/2015

Company: Titlemax (314391)  
 Contact: Scott Duns  
 E-Mail: Scott.Duns@Titlemax.com

Telephone: 775-883-1252  
 Fax:

## Notes

## Vehicle Info For 2000 Ford F250SD XL Supercab 4WD

MSRP: \$25,360	VIN: 1FTNX21S1YEA83269	Adj. State: National
Fin Adv: \$5,025	UVC: 2000300564	Mileage: 0
Equip Ret: \$28,987	MPG: --	Mileage Cat: D
Tire Size: 235/85R16E	Weight: 8800	Cylinders: 10
Base HP: 235 @ 4250	Fuel Type: Gas	Transmission: A
Taxable HP: 40.3	Wheelbase: 141.8	Drive Train: 4WD
Model Number: X21	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

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

	X-CL	Clean	Average	Rough
Base	N/A	\$5,100	\$4,000	\$3,000
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,100	\$4,000	\$3,000

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

	X-CL	Clean	Average	Rough
Base	N/A	\$5,165	\$4,065	\$2,880
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,165	\$4,065	\$2,880

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

X-CL	Clean	Average	Rough

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 ROA 001593

1/9/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$7,400	\$5,950	\$4,575
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,400	\$5,950	\$4,575

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

	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  
 7.3L Turbo Diesel +2500  
 Cab & Chassis -100  
 Flat Dump +1100  
 Flat/Stake Bed +450  
 Hydrlic Hook Wrecker +2100  
 Landscape Body +300  
 Liftgate +300  
 Refrigerated Body +1400  
 Rollback Wrecker +2500  
 Util/Work Body +450  
 Van/Box Body +300  
 w/o AT - Exc Diesel -400  
 w/o Factory Air -100

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ROA 001594

### Ability to Pay Summary

Loan Number	
Customer Name	Joanne Spahr
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,410.00
Title Fee	\$20
MLV Amount	\$3,430
Gross Monthly Income	\$4,190.00
Current and Expected Monthly Obligations	\$1,437.00
Other TitleMax Loan Payment	\$280.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,473.00

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	\$	3,450
Interest Rate		14.99%
Max Cash to Customer Amount	\$	3,430.00
Actual Cash to Customer Amount	\$	3,430.00
Title Fee Amount	\$	20
Total Loan Amount	\$	3,450

Amortized Loan Payment	\$828.99
Total Payback Amount	\$5,802.96
Minimum Payment to Extend	\$517.16
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$492.86

### CHOOSE THE CASHLESS LOAN TYPE

NV 210 Day Multi-Car 14.99%

APP 003189  
ROA 001595

# Cash Advance Snapshot Report

Filter ( Location: 14069 Loan: 14069-0145387 Ordered by Date)

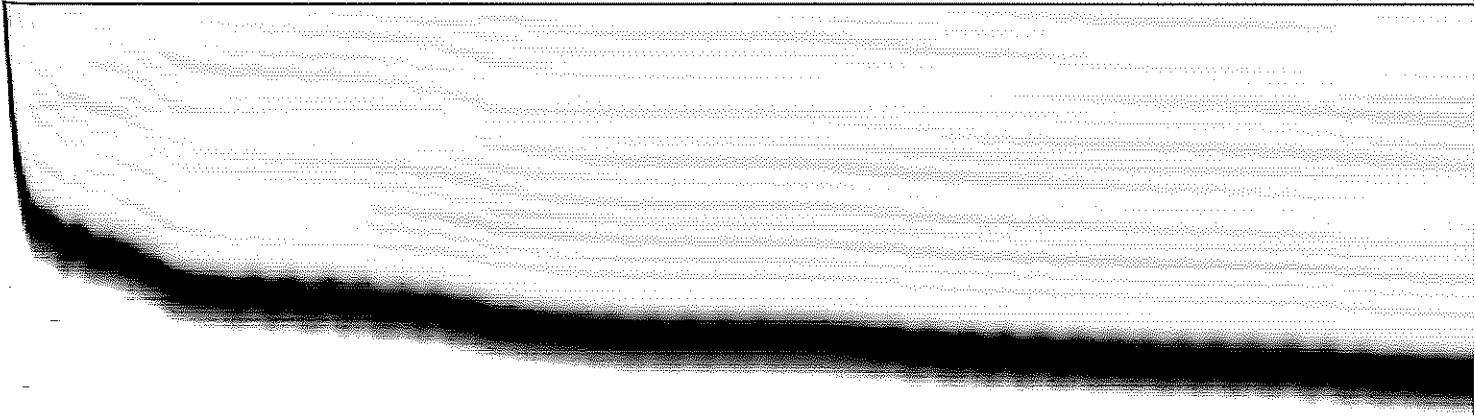
Tm Carson City #1  
2020 E Williams Street  
Carson City, NV 89701  
(775)883-1252

01/09/2015

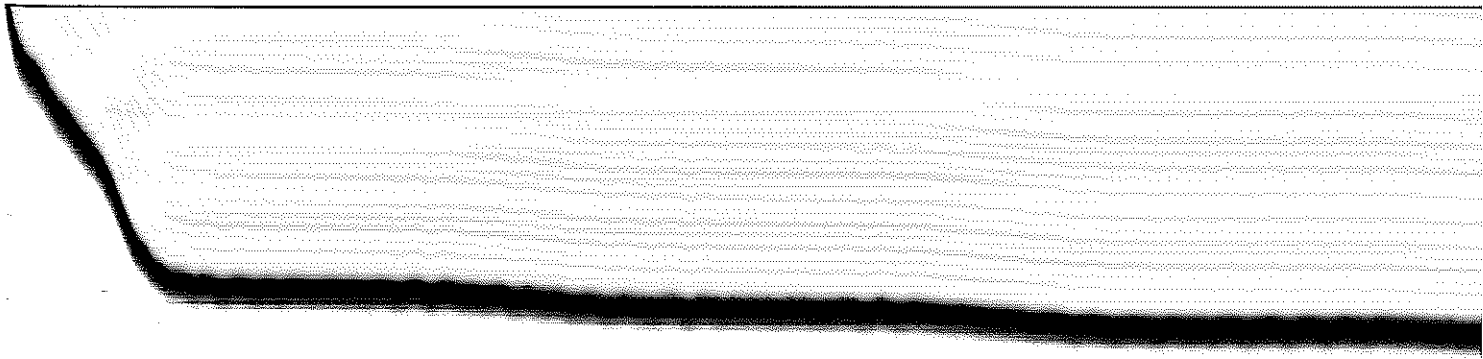
01/09/2015										
ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's	
14069-0145387	01/09/2015	Ellery, Ninalee Charlene A8		\$5,769.28	\$3,430.00	\$1,470.07	\$1,768.96	\$3,131.11	0	
					Principal	Fees	Amt Paid	Due		
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?					
14069-0145387-1	NEL	1/9/2015 11:4		X	-	\$3,430.00	\$0.00	\$0.00	\$3,430.00	
14069-0145387-2	LOG	2/7/2015 3:41		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14069-0145387-3	FEE	2/8/2015		X	-	\$0.00	\$514.16	\$0.00	\$514.16	
14069-0145387-4	PMT	2/9/2015 5:32	3/10/2015	X	-	(\$298.70)	\$17.14	\$830.00	(\$812.86)	
14069-0145387-5	LOG	3/9/2015 12:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14069-0145387-6	FEE	3/10/2015 7:0		X	-	\$0.00	\$453.74	\$0.00	\$453.74	
14069-0145387-7	LOG	3/12/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14069-0145387-8	LOG	3/12/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14069-0145387-9	PMT	3/13/2015 5:0	4/9/2015	X	-	\$0.00	\$46.94	\$469.58	(\$422.64)	
14069-0145387-10	LOG	4/9/2015 6:07		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14069-0145387-11	FEE	4/9/2015 7:32		X	-	\$0.00	\$422.44	\$0.00	\$422.44	
14069-0145387-12	PMT	4/10/2015 4:2	5/9/2015	X	-	(\$0.19)	\$15.65	\$469.38	(\$453.73)	
14069-0145387 Totals:	1					\$3,131.11	\$1,470.07	\$1,768.96	\$3,131.11	0
01/09/2015 Totals: 1					\$5,769.28	\$3,131.11	\$1,470.07	\$1,768.96	\$3,131.11	0

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ROA 001596

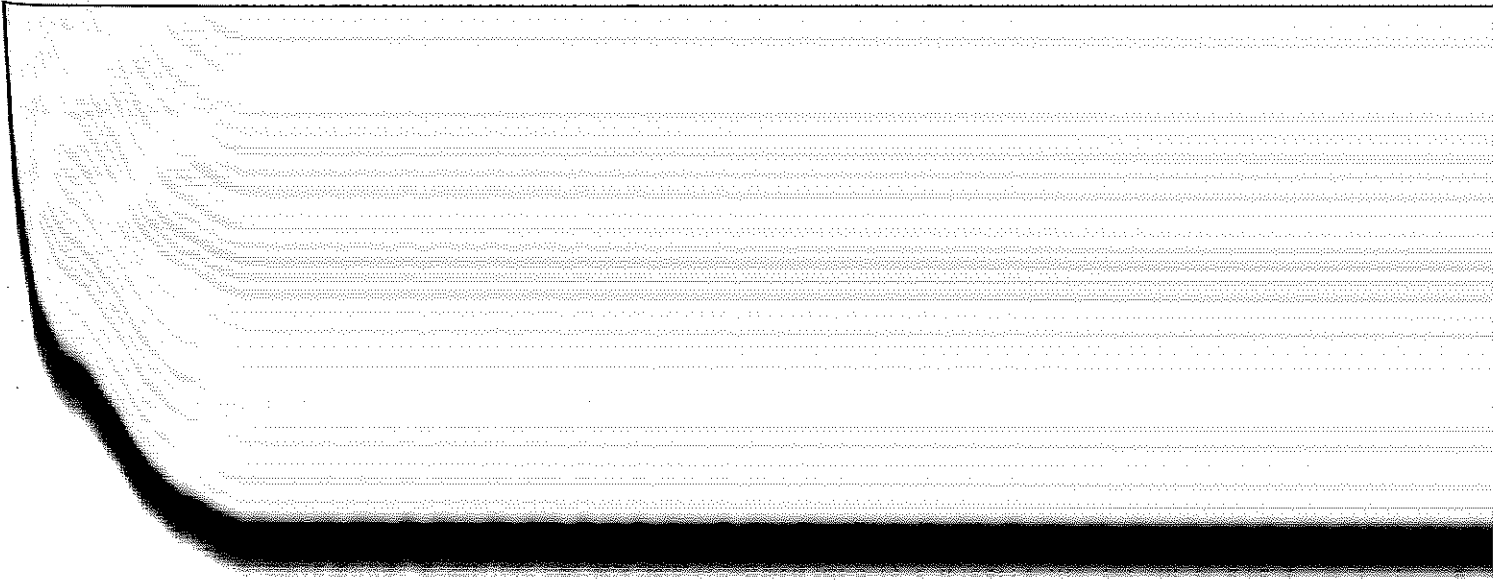




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ROA 001597



APP 003192  
ROA 001598



APP 003193  
ROA 001599

**A - 54**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2020 E WILLIAMS ST. CARSON CITY NV 89701

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Jackie Diamond - 2717 Christmas Tree Dr, Carson City, NV 89703

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?
14069-0129835	10/10/2014	\$8,020.00	5/8/2015	\$2,759.27	6&1	1539.89/1539.93	97.21%	YES

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

Is the loan secured? **YES** If so, what is the collateral? 2005 Chevrolet Avalanche If secured by a vehicle title, is it filed and perfected? **YES**

What is the borrower's expected gross monthly income? \$4,500 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: \$15,650.00

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

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? **N/A**

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

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

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

Is the loan a collection account? **NO** 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 604A Active

001001

Violation: 604A.445, 210 Orig=10779.27 GPDA=12505.60

Revised 10-15-2008

Confidential

# Title Loan Agreement

Date: 10/10/2014

Number: 14069-0129835

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14069-0129835	
FIRST NAME Jackie	LAST NAME Diamond	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN [REDACTED]	DRIVERS LIC./STATE ID. NO. [REDACTED]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 2717 Christmas Tree Dr		CO-CUSTOMER STREET ADDRESS	
City Carson City	STATE NV	ZIP CODE 89703	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
HOME PHONE [REDACTED]	DATE OF BIRTH [REDACTED]	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)883-1252	
LICENSEE STREET ADDRESS 2020 E Williams Street		LICENSEE CITY Carson City	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 3GNEK12ZX5G250289		LICENSEE ZIP CODE 89701	
VEHICLE YEAR 2005	VEHICLE MAKE Chevrolet	VEHICLE MODEL Avalanche	COLOR Tan

**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 \$8,020.00 ("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 0.2663% from the date of this Loan Agreement until 05/08/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>97.2129 %</b>	<b>\$2,759.27</b>	<b>\$8,020.00</b>	<b>\$10,779.27</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,539.89	11/9/2014 and each 30 days thereafter
1	\$1,539.93	5/8/2015

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

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

Itemization of Amount Financed of	\$8,020.00
1. Amount given to you directly:	\$8,000.00
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

10/10/14  
Date

  
Its Authorized Agent

10-10-14  
Date

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

\_\_\_\_\_  
Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835		DATE/TIME OF RECEIPT OF PAYMENT: 04/09/2015 03:51:31 PM	
LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$300.00		AGENT RECEIVING PAYMENT: Amanda Senn	

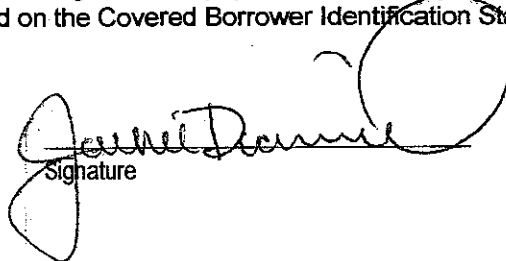
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$23.42
INTEREST PAID:	\$276.58
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$300.00
BALANCE DUE ON LOAN:	\$3,340.97
NEXT SCHEDULED DUE DATE:	5/8/2015

- ☐ 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: Tim Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835  LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/11/2015 04:47:32 PM
AMOUNT PAID: \$270.00	AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$270.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$270.00
BALANCE DUE ON LOAN:	\$3,381.12
NEXT SCHEDULED DUE DATE:	4/8/2015

- ☐ 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.

Jackie Diamond  
Printed Name

Jackie Diamond  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835  LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/07/2015 11:01:35 AM	
AMOUNT PAID: \$300.00		AGENT RECEIVING PAYMENT: Timothy Henry	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$28.88
INTEREST PAID:	\$271.12
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$300.00
BALANCE DUE ON LOAN:	\$3,364.39
NEXT SCHEDULED DUE DATE:	3/9/2015

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

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

Jackie Diamond  
Printed Name

Jackie Diamond  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835  LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/08/2015 04:03:34 PM
AMOUNT PAID: \$1,400.00	AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$925.77
INTEREST PAID:	\$474.23
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,400.00
BALANCE DUE ON LOAN:	\$3,393.27
NEXT SCHEDULED DUE DATE:	2/7/2015

271.12

- ☐ 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.

Jackie Diamond  
Printed Name

Jackie Diamond  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835  LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/09/2014 05:07:28 PM
AMOUNT PAID: \$400.00	AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$400.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$400.00
BALANCE DUE ON LOAN:	\$4,448.18
NEXT SCHEDULED DUE DATE:	1/8/2015

- ☐ 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.

Jackie Diamond  
Printed Name

Jackie Diamond  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Jackie Rey Diamond	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0129835  LOAN AGREEMENT DATE: 10/10/2014 5:28:21 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 10/24/2014 12:31:52 PM	
AMOUNT PAID: \$4,000.00		AGENT RECEIVING PAYMENT: Amanda Senn	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$3,700.96
INTEREST PAID:	\$299.04
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$4,000.00
BALANCE DUE ON LOAN:	\$4,319.04
NEXT SCHEDULED DUE DATE:	12/9/2014

- ☐ 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.

Copy - Cust took orig.  
Printed Name \_\_\_\_\_ Signature \_\_\_\_\_



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14069-0129835

Customer Name: Jackie Diamond Address: 2717 Christmas Tree Dr Carson City, NV 89703  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2020 E Williams Street Carson City, NV 89701  Vehicle Information: 2005 Chevrolet Avalanche 3GNEK12ZX5G250289
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/10/2014 ("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	\$640.80	11/9/2014
2	\$640.80	12/9/2014
3	\$640.80	1/8/2015
4	\$640.80	2/7/2015
5	\$640.80	3/9/2015
6	\$640.80	4/8/2015
7	\$640.80	5/8/2015
8	\$1,145.71	6/7/2015
9	\$1,145.71	7/7/2015
10	\$1,145.71	8/6/2015
11	\$1,145.71	9/5/2015
12	\$1,145.71	10/5/2015
13	\$1,145.71	11/4/2015
14	\$1,145.74	12/4/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement		\$12,505.60

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

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

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

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

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

**Default and Repayment Plan.** You will be in default under Grace Period Payments 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 0.2663% 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.

# Customer Application

## Personal Information

Date 10/10/14	State Issued ID Number [REDACTED]	Date of Birth [REDACTED]	Social Security # [REDACTED]
Last Name Diamond	First Name Jackie	Middle Name R	
Home Phone [REDACTED]	Cell Phone [REDACTED]	Email Address (optional)†† [REDACTED]	
Best time to call?	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) [REDACTED]			
City Carson City			State NV.
Zip 89703		County Carson	
Mailing Address (if different from physical address)			
City		State	Zip

## Source of Income

Employer * (Source of Income) [REDACTED]	Employer Address (Street Number & Name) [REDACTED]		
City Carson City	State NV.	Zip 89706	Time at Job? 22 years
Work Phone # [REDACTED]	Title International MGR	Supervisor Erin Taylor	
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 10/23	Current and Expected Gross Monthly Income \$4500-	Gross Monthly Obligations \$1080
Work Shift 7-3:30			
*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 Verizon Wireless	Phone #		
Address (Street Number & Name)	City	State	Zip
Business Name Wells Fargo	Phone #		
Address (Street Number & Name)	City	State	Zip

## Personal References

City	State	Zip
[REDACTED]		

## Co-Applicant Information

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

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

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.

Javier Ramirez  
Applicant Signature

10/10/14  
Date

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

\_\_\_\_\_  
Date



**Affidavit**

STATE OF NEVADA  
COUNTY OF CARSON

Title Loan Agreement No.: 14069-0129835  
Date: 10/10/14

Customer Name: Jackie Diamond  
Address: 2717 Christmas Tree Dr  
Carson City, NV 89703  
Co-Borrower Name:  
Address:

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

2020 E. William St  
Carson City, NV 89701

Vehicle Information: VIN: 3GNEK12Z5G250289  
License Plate State and No: 808WWX Color: TAN Year: 2005 Make: CHEVROLET Model: AVALANCHE

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, Jackie Diamond, 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: Jackie Diamond

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

STATE OF NEVADA  
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN 3GNEK12ZX5G250289	YEAR 2005	MAKE CHEV	MODEL AVALANCHE	VEHICLE BODY T4W	TITLE NUMBER NV007319311
DATE ISSUED 10/21/2014	ODOMETER MILES 72760	FUEL TYPE F	SALES TAX PD	EMPTY WT	GROSS WT 8499
VEHICLE COLOR	ODOMETER BRAND			BRANDS	GVWR
	ACTUAL MILES				

OWNER(S) NAME AND ADDRESS

DIAMOND MICHAEL ALAN  
DIAMOND JACKIE R  
2717 CHRISTMAS TREE DR  
CARSON CITY NV 89703-8398

OR

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA  
2020 E WILLIAM ST  
CARSON CITY NV 89701-2701

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.

22265370  
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003216  
ROA 001622

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

16230

VIN 3GNEK12ZX5G250289 YEAR 2005 MAKE CHEV MODEL AVALANCHE VEHICLE BODY T4W TITLE NUMBER NV003715063  
DATE ISSUED 12/08/2009 ODOMETER MILES 72760 FUEL TYPE F SALES TAX PD EMPTY WT GROSS WT GVWR  
VEHICLE COLOR ODOMETER BRAND BRANDS 8499

ACTUAL MILES

## OWNER(S) NAME AND ADDRESS

DIAMOND MICHAEL ALAN  
DIAMOND JACKIE REY  
353 BAYHILL CIR  
DAYTON NV 89403-8711

OR

## LIENHOLDER(S) NAME AND ADDRESS

WESTERN THRIFT & LOAN  
580 E PLUMB LN STE A  
RENO NV 89502-3500

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

SIGNATURE OF AUTHORIZED AGENT

DATE

Western Thrift &amp; Loan

PRINTED NAME OR COMPANY STAMP



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 8 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.

2228338B

(THIS IS NOT A TITLE NO.)

RD-2 (Rev. 1/06)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003217  
ROA 001623

## Contact Information

10/10/2014

Company: Titlemax (314391)  
 Contact: Scott Duns  
 E-Mail: Scott.Duns@Titlemax.com

Telephone: 775-883-1252  
 Fax:

## Notes

## Vehicle Info For 2005 Chevrolet Avalanche 1500 LT 4D Utility 4WD

MSRP: \$40,955	VIN: 3GNEK12ZX5G250289	Adj. State: National
Fin Adv: \$12,525	UVC: 2005160945	Mileage: 0
Equip Ret: \$43,185	MPG: 13/17	Mileage Cat: D
Tire Size: 265/70R16	Weight: 7000	Cylinders: 8
Base HP: 295 @ 5200	Fuel Type: Flex	Transmission: A
Taxable HP: 45.7	Wheelbase: 130.0	Drive Train: 4WD
Model Number: CK15936	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

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

	X-CL	Clean	Average	Rough
Base	N/A	\$12,650	\$10,000	\$7,650
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,650	\$10,000	\$7,650

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

	X-CL	Clean	Average	Rough
Base	N/A	\$12,805	\$10,155	\$7,265
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,805	\$10,155	\$7,265

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

X-CL	Clean	Average	Rough

APP 003218  
 ROA 001624

	X-CL	Clean	Average	Rough
Base	N/A	\$15,650	\$12,675	\$9,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$15,650	\$12,675	\$9,700

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

	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

Heated Lthr Seat Pkg +700  
Power Sunroof +200

APP 003219  
ROA 001625

### Ability to Pay Summary

Loan Number	
Customer Name	Jackie Diamond
Is Customer a Covered Borrower	No
Requested Loan Amount	\$8,000.00
Title Fee	\$20
MLV Amount	\$8,020
Gross Monthly Income	\$4,500.00
Current and Expected Monthly Obligations	\$1,000.00
Other TitleMax Loan Payment	
Rate Match/Rate for Other TitleMax Loan	7.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,500.00

210 INSTALLMENT LOAN BREAKDOWN		
Term	Rate	
100.00	999.99	17.99%
1000.00	1999.99	16.99%
2000.00	2999.99	15.99%
3000.00	3999.99	14.99%
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	\$	8,040
Interest Rate		7.99%
Max Cash to Customer Amount	\$	8,020.00
Actual Cash to Customer Amount	\$	8,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	8,020

Amortized Loan Payment	\$1,539.89
Total Payback Amount	\$10,779.26
Minimum Payment to Extend	\$640.80
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,145.71

### CHOOSE THE CASHIER LOAN TYPE

NV 210 Day Multi-Car 7.99%

APP 003220  
ROA 001626

NEVADA

USA  
NV

DRIVER LICENSE

DIAMOND

JACQUE REY

3-27-70 EXPIRATION DATE OF

CARDHOLDER'S BIRTH DATE

CLASS

SEX

CLASS C

SCORING

SEE PAGE 1010-1011

FOR MORE INFORMATION

IN DL NO

1-1000

1-1000

# Cash Advance Snapshot Report

Filter ( Location: 14069 Loan: 14069-0129835 Ordered by Date)

Tm Carson City #1  
2020 E Williams Street  
Carson City, NV 89701  
(775)883-1252

10/10/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees	Paid	Amt. Due	EXT's
14069-0129835	10/10/2014	Diamond, Jackie Rey	A	\$10,779.27	\$8,020.00	\$1,990.97	\$6,670.00	\$3,340.97	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>
14069-0129835-1	NEL	10/10/2014 5:		X	-	\$8,020.00	\$0.00	\$0.00	\$8,020.00
14069-0129835-2	PMT	10/24/2014 1	12/9/2014	X	-	(\$3,700.96)	\$299.04	\$4,000.00	(\$3,700.96)
14069-0129835-3	FEE	11/9/2014		X	-	\$0.00	\$184.05	\$0.00	\$184.05
14069-0129835-4	LOG	12/8/2014 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0129835-5	PMT	12/9/2014 5:0	1/8/2015	X	-	\$0.00	\$345.09	\$400.00	(\$54.91)
14069-0129835-6	PMT	1/8/2015 4:03	2/7/2015	X	-	(\$925.77)	\$345.09	\$1,400.00	(\$1,054.91)
14069-0129835-7	LOG	2/6/2015 10:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0129835-8	PMT	2/7/2015 11:0	3/9/2015	X	-	(\$28.88)	\$271.12	\$300.00	(\$28.88)
14069-0129835-9	FEE	3/9/2015 6:51		X	-	\$0.00	\$268.81	\$0.00	\$268.81
14069-0129835-10	LOG	3/10/2015 9:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0129835-11	PMT	3/11/2015 4:4	4/8/2015	X	-	\$0.00	\$17.92	\$270.00	(\$252.08)
14069-0129835-12	FEE	4/8/2015 7:13		X	-	\$0.00	\$250.89	\$0.00	\$250.89
14069-0129835-13	LOG	4/9/2015 10:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14069-0129835-14	PMT	4/9/2015 3:51	5/8/2015	X	-	(\$23.42)	\$8.96	\$300.00	(\$291.04)
14069-0129835 Totals:		1				\$3,340.97	\$1,990.97	\$6,670.00	\$3,340.97 0
10/10/2014 Totals:				1		\$10,779.27	\$3,340.97	\$1,990.97	\$6,670.00 \$3,340.97 0



**A - 55**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2020 E WILLIAMS ST. CARSON CITY NV 89701

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Neil Jasso - 4 Arizona Circle, Dayton, NV 89701

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?
14069-0125201	9/8/2014	\$10,000.00	4/6/2015	\$3,440.47	6&1	1920.07/1920.05	97.21%	YES

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

Is the loan secured? YES If so, what is the collateral? 2008 Dodge Ram 1500 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$3,660 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other: N/A

(Applies to Deferred Deposit Only)  
NRS 604A.425(1a) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

(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)  
NRS 604A.425(1b) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

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

(Applies to Title Loans Only)  
NRS 604A.450(1) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$22,775.00

(Applies to Title Loans Only)  
NRS 604A.445(1) Does the original term of the title loan exceed 30 days? N/A

(Applies to Title Loans Only)  
NRS 604A.445(2) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? N/A

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

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

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

Is the loan a collection account? NO 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

Revised 10-15-2008

Confidential

# Title Loan Agreement

Date: 9/8/2014

Number: 14069-0125201

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14069-0125201	
FIRST NAME Neil	LAST NAME Jasso	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN [REDACTED]	DRIVERS LIC./STATE ID. NO. [REDACTED]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 4 Arizona Circle		CO-CUSTOMER STREET ADDRESS	
City Dayton	STATE NV	ZIP CODE 89701	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
HOME PHONE [REDACTED]	DATE OF BIRTH [REDACTED]	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)883-1252	
LICENSEE STREET ADDRESS 2020 E Williams Street		LICENSEE CITY Carson City	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1D7HU18288J106047		LICENSE PLATE 531VBC	
VEHICLE YEAR 2008	VEHICLE MAKE Dodge	VEHICLE MODEL Ram 1500	COLOR Blue

**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 \$10,000.00 ("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 0.2663% from the date of this Loan Agreement until 04/06/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>97.2129 %</b>	<b>\$3,440.47</b>	<b>\$10,000.00</b>	<b>\$13,440.47</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,920.07	10/8/2014 and each 30 days thereafter
1	\$1,920.05	4/6/2015

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

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

Itemization of Amount Financed of	\$10,000.00
1. Amount given to you directly:	\$9,980.00
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.

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

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T.M.T.B. Installment loan agreement 2.04.2014  
ROA 001633

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.

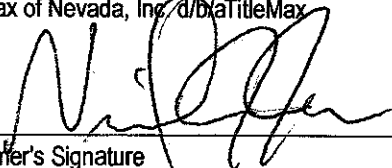
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations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

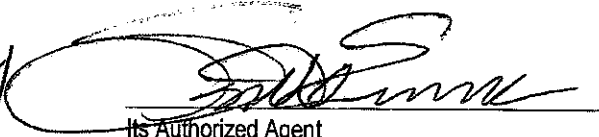
**Acknowledgments. This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision.** By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering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

9/8/14  
Date

  
Its Authorized Agent

9-8-14  
Date

Co-Customer's Signature

Date

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

NAME AND ADDRESS OF THE LICENSEE: Tim Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201		DATE/TIME OF RECEIPT OF PAYMENT: 09/22/2014 04:02:52 PM	
LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$3,900.00		AGENT RECEIVING PAYMENT: John Hall	

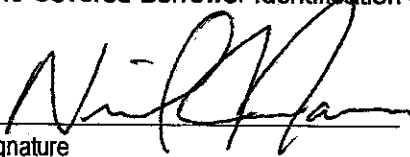
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$3,527.13
INTEREST PAID:	\$372.87
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$3,900.00
BALANCE DUE ON LOAN:	\$6,472.87
NEXT SCHEDULED DUE DATE:	11/7/2014

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

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

Neil Jasso  
Printed Name

  
Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201		DATE/TIME OF RECEIPT OF PAYMENT: 09/29/2014 03:49:50 PM	
LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$1,820.00		AGENT RECEIVING PAYMENT: Scott Duns	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$1,699.32
INTEREST PAID:	\$120.68
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,820.00
BALANCE DUE ON LOAN:	\$4,773.55
NEXT SCHEDULED DUE DATE:	11/7/2014

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

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

Neil Jasso  
Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201  LOAN AGREEMENT DATE: 9/8/2014 5:15:00 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 05:12:53 PM
AMOUNT PAID: \$382.00	AGENT RECEIVING PAYMENT: Samantha Krubsack	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$382.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$382.00
BALANCE DUE ON LOAN:	\$4,887.38
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.

Neil Jasso  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201		DATE/TIME OF RECEIPT OF PAYMENT: 12/05/2014 04:51:45 PM	
LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$382.00		AGENT RECEIVING PAYMENT: Henry Hasbun	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$382.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$382.00
BALANCE DUE ON LOAN:	\$4,861.36
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.

Neil Jasso  
Printed Name

Neil Jasso  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201  LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/16/2015 03:57:49 PM
AMOUNT PAID: \$382.00	AGENT RECEIVING PAYMENT: Henry Hasbun	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$382.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$382.00
BALANCE DUE ON LOAN:	\$5,013.34
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.

Neil Jasso  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201		DATE/TIME OF RECEIPT OF PAYMENT: 01/30/2015 04:54:51 PM	
LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$500.00		AGENT RECEIVING PAYMENT: Amanda Senn	

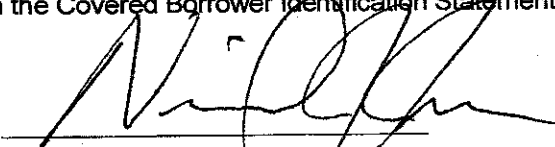
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$82.22
INTEREST PAID:	\$417.78
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,691.33
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.

Neil Jasso  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Carson City #1 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 04:20:18 PM	
LOAN AGREEMENT DATE: 9/8/2014 5:15:00 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$384.00		AGENT RECEIVING PAYMENT: Scott Duns	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$384.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$384.00
BALANCE DUE ON LOAN:	\$4,744.64
NEXT SCHEDULED DUE DATE:	4/6/2015

~~Interest~~

- ☐ 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

# AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH REPAYMENT PLAN (greater than 210 days)

No. 14069-0125201

Date: 3/6/2015

<b>Customer Name:</b> Jasso, Neil <b>Address:</b> 4 Arizona Circle Dayton, NV 89701 (775)220-5004 <b>Co-Borrower Name:</b> <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2020 E Williams Street Carson City, NV 89701 <b>Vehicle Information:</b> 2008, Blue, Dodge, Ram 1500, 1D7HU18288J106047
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**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 09/08/2014 ("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 \$4,744.64 was due on 04/06/2015 ("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 \$4691.33 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	\$670.19	4/5/2015
2nd Scheduled Payment	\$670.19	5/5/2015
3rd Scheduled Payment	\$670.19	6/4/2015
4th Scheduled Payment	\$670.19	7/4/2015
5th Scheduled Payment	\$670.19	8/3/2015
6th Scheduled Payment	\$670.19	9/2/2015
7th Scheduled Payment	\$670.19	10/2/2015
The total amount due under the terms of the Repayment Plan:		\$4691.33

**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 3/6/15 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 003237  
ROA 001643

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso 4 Arizona Circle Dayton, NV 89701	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201  LOAN AGREEMENT DATE: 09/08/2014 If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT:  04/06/2015 15:59:23	
AMOUNT PAID:  \$320.00		AGENT RECEIVING PAYMENT: Scott Duns (567)	

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	\$ 320.00	PRINCIPAL:	\$ 670.19
INTEREST PAID:	\$ 0.00	INTEREST:	\$ 0.00
CHARGES PAID:	\$ 0.00	FEES:	\$ 0.00
FEES PAID:	\$ 0.00	CHARGES:	\$ 0.00
TOTAL AMOUNT PAID TODAY:	\$ 320.00	BALANCE DUE ON LOAN:	\$ 4371.33
		REPAYMENT PLAN MINIMUM	\$ 670.19
		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

- ☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures. BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.**

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**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 possession of the Title.

**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. 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.

Neil Jasso  
Printed Name

  
Signature

APP

003238  
ROA 001644



# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 2020 E Williams Street Carson City, NV 89701		PAYMENT MADE ON BEHALF OF OR BY: Neil Jasso 4 Arizona Circle Dayton, NV 89701	
LOAN AGREEMENT IDENTIFICATION NO. 14069-0125201  LOAN AGREEMENT DATE: 09/08/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT:  04/17/2015 16:02:28	
AMOUNT PAID:  \$350.19		AGENT RECEIVING PAYMENT:  Scott Duns (567)	

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	\$ 350.19	PRINCIPAL:	\$ 670.19
INTEREST PAID:	\$ 0.00	INTEREST:	\$ 0.00
CHARGES PAID:	\$ 0.00	FEES:	\$ 0.00
FEES PAID:	\$ 0.00	CHARGES:	\$ 0.00
TOTAL AMOUNT PAID TODAY:	\$ 350.19	BALANCE DUE ON LOAN:	\$ 4021.14
		REPAYMENT PLAN MINIMUM	\$ 670.19
		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  
  
☐ Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.

**Extension.** By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 0.00% per annum.**

**Loan Agreement Disclosures.** BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

**Extension Prepayment.** Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.

**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 possession of the Title.

**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. 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.

Printed Name

Signature

APP 003239  
ROA/001645

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14069-0125201

Customer Name: Neil Jasso Address: 4 Arizona Circle Dayton, NV 89701  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2020 E Williams Street Carson City, NV 89701  Vehicle Information: 2008 Dodge Ram 1500 1D7HU18288J106047
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 09/08/2014 ("Loan Agreement"). Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.10. **Please note that since this is a "Grace Period" it is not an "extension"** of the Loan Agreement. Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remained in effect. 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 the 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 advise 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	\$799.00	10/8/2014
2	\$799.00	11/7/2014
3	\$799.00	12/7/2014
4	\$799.00	1/6/2015
5	\$799.00	2/5/2015
6	\$799.00	3/7/2015
7	\$799.00	4/6/2015
8	\$1,428.57	5/6/2015
9	\$1,428.57	6/5/2015
10	\$1,428.57	7/5/2015
11	\$1,428.57	8/4/2015
12	\$1,428.57	9/3/2015
13	\$1,428.57	10/3/2015
14	\$1,428.58	11/2/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$15,593.00

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

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

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

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

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