

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

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

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

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

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

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

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

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

APP 003742

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TWT.BV installment loan agreement 2.04.2014

Docket 74335 Document 2018-14959  
ROA 002148

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

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

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

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

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

Customer's Signature

Date

Its Authorized Agent

Date

Co-Customer's Signature

Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

4-10-15

Account Number: 10689-0154453

Customer Name: Canetia Woods Address: 1315 Morgan Ave Las Vegas, NV 89106  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2000 Dodge Ram 1500 3B7HC13Z0YG130619
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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 03/05/2015 ("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	\$319.80	4/4/2015
2	\$319.80	5/4/2015
3	\$319.80	6/3/2015
4	\$319.80	7/3/2015
5	\$319.80	8/2/2015
6	\$319.80	9/1/2015
7	\$319.80	10/1/2015
8	\$285.71	10/31/2015
9	\$285.71	11/30/2015
10	\$285.71	12/30/2015
11	\$285.71	1/29/2016
12	\$285.71	2/28/2016
13	\$285.71	3/29/2016
14	\$285.74	4/28/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$4,238.60

**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.

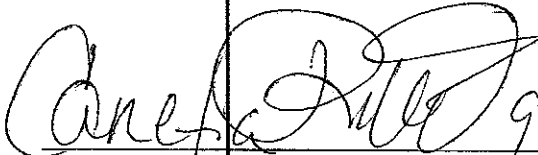
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal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

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


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

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

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

  
Customer's Signature  
9-10-15  
Date

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

  
Its Authorized Agent  
4-10-15  
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 3B7HC13Z0YG130619	YEAR 2000	MAKE DODG	MODEL RAM 1500 Q	VEHICLE BODY T4C	TITLE NUMBER NV007603565
DATE ISSUED 03/05/2015	ODOMETER MILES EXEMPT	FUEL TYPE G	SALES TAX PD	EMPTY WT 4648	GROSS WT 6001
VEHICLE COLOR	ODOMETER BRAND			BRANDS	

### OWNER(S) NAME AND ADDRESS

WOODS CANETIA RAYSHUN  
1915 SIMMONS ST APT 1015  
LAS VEGAS NV 89106-1550

### LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
2550 S EASTERN AVE  
LAS VEGAS NV 89109

**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.

24460450

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

**APP 003748**  
**ROA 002154**

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669- 0154453  
Date: 3-5-2015

Customer Name: Canetia R. Woods  
Address: 1315 Morgan St  
Las Vegas, NV 89106  
Co-Borrower Name:  
Address:

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

2550 S. Eastern Ave  
Las Vegas, NV 89169

Vehicle Information VIN: 3B7HC13Z0YG130619  
License Plate State and No: 358-WJX Color: Red Year: 2000 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 Title Max, 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, Canetia R. Woods, 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 003749  
ROA 002155

## Income Worksheet

A. Requested Loan Amount: \$1000

Requested Residual Income:

B. Minimum Loan Value (MVL): \$1900

Required Residual Income:

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

### Income

Employment	Description	Amount
Gross Monthly Salary or Wages		\$
Part-Time Gross Monthly Salary or Wages		\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support	child support	\$ 313
Other Income (Babysitting, Lawn care, etc.):	Babysitting	\$ 1000
<b>Total Current/Expected Income</b>	Part 1: Please add all Income amounts and enter amount here	<b>+\$ 1313</b>
<b>Total Monthly Expense</b>	Part 2: Please add all monthly expenses and enter amount here	<b>-\$ 50</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.

**= \$ 1263**

Applicant Name:



Today's date: 3/5/15

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

Driver's License/Government Issued ID Number: 1002228197

### Ability to Pay Summary

Loan Number	10669
Customer Name	Canetha Woods
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,000.00
Title Fee	\$0
MLV Amount	\$2,000
Gross Monthly Income	\$1,313.00
Current and Expected Monthly Obligations	\$50.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,263.00

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	\$	5,953
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	2,000
Interest Rate		15.99%
Max Cash to Customer Amount	\$	2,000.00
Actual Cash to Customer Amount	\$	2,000.00
Title Fee Amount	\$	-
Total Loan Amount	\$	2,000
Amortized Loan Payment		\$495.08
Total Payback Amount		\$3,465.56
Minimum Payment to Extend		\$319.80
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		\$285.71

NV 210 Day Add-On/No DMV Fee 15.99%

<b>Contact Information</b>	<b>3/5/2015</b>
Company: Titlemax (314391) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz	Telephone: 404-542-6618 Fax:

<b>Notes</b>

<b>Vehicle Info For 2000 Dodge Ram 1500 ST Quad Cab</b>		
MSRP: \$20,320	VIN: 3B7HC13Z0YG130619	Adj. State: National
Fin Adv: \$3,450	UVC: 2000240446	Mileage: 0
Equip Ret: \$24,722	MPG: 14/19	Mileage Cat: D
Tire Size: 225/75R16	Weight: 6400	Cylinders: 8
Base HP: 230 @ 4400	Fuel Type: Gas	Transmission: A
Taxable HP: 51.2	Wheelbase: 138.7	Drive Train: RWD
Model Number: BE1L33	End of Term 0	End of Term 0
Price Includes: AT AC 8CY	Months:	Mileage:

<b>Wholesale Black Book values as of 3/5/2015</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$3,400	\$2,200	\$1,700
<b>Options</b>	N/A	\$100	\$100	\$100
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$3,500	\$2,300	\$1,800

<b>Trade In Black Book values as of 3/5/2015</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$3,470	\$2,270	\$1,665
<b>Options</b>	N/A	\$100	\$100	\$100
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$3,570	\$2,370	\$1,765

<b>Retail Black Book values as of 3/5/2015</b>
--

APP 003752

ROA 002158

3/5/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$5,450	\$3,850	\$3,025
Options	N/A	\$100	\$100	\$100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,550	\$3,950	\$3,125

## Residual Black Book values as of 3/5/2015

	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

5.9L V8 +100  
 6 Cylinder -100  
 w/o AT - Exc Diesel -400  
 w/o Factory Air -100

APP 003753



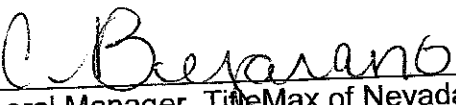
ou enter into a Repayment Plan, we will honor the terms and we will not charge any other amount an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest charged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

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

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

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

Sincerely,

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

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

(1) The amount of the debt is \$2447.53; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

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

2550 S. Eastern Avenue  
Las Vegas, NV 89169  
(702)431-8700  
05/16/2015

CANETIA R WOODS  
1315 Morgan Ave  
Las Vegas, NV 89106

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

Dear Customer:



**Certificate of Mailing**

This Certificate of Mailing provides evidence that mail has been presented to the United States Postal Service for mailing. This form may be used for domestic and international mail.

From: Title Max  
2550 S. Eastern Ave  
Las Vegas NV 89169

To: Canetia R Woods  
1315 Morgan Ave  
Las Vegas NV 89106

**MAY 16 2015**

DESERT INN RETAIL LAS VEGAS NV 89106

To pay fee,  
meter posts

Postmark



reement") with TitleMax of Nevada, entered a Grace Period Payments Max. On 05/05/2015 ("Date of Loan Agreement and, if applicable, the attempt to collect the outstanding balance / to enter into a written AMENDMENT /MENT PLAN ("Repayment Plan").

with a term of at least 90 days after

res by 06/03/2015 : (1) return to the able, the Grace Period Payments re prepare; and (3) make an initial g balance on the original transaction

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

is \$ 1,000.00. You made the following payment(s) on the loan:

Date: <u>04/07/2015</u>	Amount \$ <u>320.00</u>
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
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Date: _____	Amount \$ _____
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Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____

The total amount due if you enter into a Repayment Plan on or before 06/03/2015 will be \$ 489.51.

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.

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas NV #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Canetia Woods
LOAN AGREEMENT IDENTIFICATION NO. 10669-0154453  LOAN AGREEMENT DATE: 3/5/2015 4:58:35 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/07/2015 02:48:17 PM
AMOUNT PAID: \$320.00	AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$320.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$320.00
BALANCE DUE ON LOAN:	\$2,031.78
NEXT SCHEDULED DUE DATE:	5/4/2015

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

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

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Canetia Woods
LOAN AGREEMENT IDENTIFICATION NO. 10669-0154453  LOAN AGREEMENT DATE: 3/5/2015 4:58:35 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/07/2015 02:48:17 PM
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- ☐ 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.

Canetia Woods  
Printed Name

[Signature]  
Signature

## Customer Application

## Personal Information

Date 3-05-15	State Issued ID Number [REDACTED]	Date of Birth [REDACTED]	Social Security # [REDACTED]
Last Name Woods	First Name Canetia	Middle Name R.	
Home Phone [REDACTED]	Cell Phone† SAME	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) 1315 Morgan St			
City Las Vegas		State NV	Zip 89106
Mailing Address (if different from physical address) SAME			
City		State	Zip

## Source of Income

Employer * (Source of Income) Self employed	Employer Address (Street Number & Name)		
City (Baby Sitter)	State NV	Zip	Time at Job? 3 years
Work Phone # same	Title Babysitter	Supervisor N/A	
Pay Frequency: (check one) <input checked="" type="checkbox"/> 1st & 15th of month <input type="checkbox"/> 15th & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1st day) <input type="checkbox"/> Monthly (3rd day) <input type="checkbox"/> Self-Employed	\$ child support	Next Payday 3-6-15	Current and Expected Gross Monthly Income \$1313 Gross Monthly Obligations \$50
Work Shift varies			
*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 NV energy	Phone #		
Address (Street Number & Name)	City	State	Zip
Business Name Southwest Gas	Phone #		
Address (Street Number & Name)	City	State	Zip

## Personal References

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

APP 003758  
ROA 002164

## 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		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? <u>Helen Grant</u>		Saw Store		Television		Yellow Pages		Repeat Customer	
Internet		Billboard		Postcard		Other: _____					

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

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

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

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

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

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

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

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

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

**Ability to Repay Verification.**

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

NO

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

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

  
Applicant Signature

3-5-15  
Date

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

\_\_\_\_\_  
Date



**A - 74**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: FLOR MARTINEZ

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?
10369-0149741	2/3/2015	\$3,020.00	9/1/2015	\$2,059.66	6&1	725.67/725.64	182.38%	YES

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

Is the loan secured? YES If so, what is the collateral? 2006 NISS If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,100 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(a)

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

NRS 604A.408(f)

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

NRS 604A.423(b)

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

NRS 604A.408(f)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$8,575.00

NRS 604A.450(f)

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

NRS 604A.445(f)

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

NRS 604A.445(2)

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

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

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

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

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445; NRS 604A.210 RPT VIOLATION

## Title Loan Agreement

Date: 2/3/2015

Number: 10669-0149741

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0149741	
FIRST NAME Flor	LAST NAME Martinez-padron	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 401 N 28Th St Apt 510		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89101	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 (702)431-8700	
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1N4AL11D06C162677		LICENSEE ZIP CODE 89109	
VEHICLE YEAR 2006		VEHICLE MAKE Nissan	VEHICLE MODEL Altima S
		COLOR Silver	

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$3,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until 09/01/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5366.

Page 1 of 5  
 APP 003764  
 ROA 002170  
 Feb 03, 2015 10:00 AM San Jose, CA 95128

<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>182.3771 %</b>	<b>\$2,059.66</b>	<b>\$3,020.00</b>	<b>\$5,079.66</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$725.67	3/5/2015 and each 30 days thereafter
1	\$725.64	9/1/2015

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.

Remization of Amount Financed of \$3,020.00

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

2. Amount paid on your account: \$0.00

3. Amount paid to public officials: \$20.00

4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to reliably 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 the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossess the Motor Vehicle.

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

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

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

**Governing Law and Assignment.**

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

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

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

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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 604-5368.

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

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

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

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

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

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

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

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

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M-TS NV is a member of the American Arbitration Association. 2.04.2014

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.

**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

02-03-15  
Date

Its Authorized Agent

Date

Co-Customer's Signature

Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 3/5/15

Account Number: 10669-0149741

Customer Name: Flor Martinez-padron Address: 401 N 28Th St Apt 510 Las Vegas, NV 89101  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2006 Nissan Altima S 1N4AL11D06C162677
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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 02/03/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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



# **Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$452.69	3/5/2015
2	\$452.69	4/4/2015
3	\$452.69	5/4/2015
4	\$452.69	6/3/2015
5	\$452.69	7/3/2015
6	\$452.69	8/2/2015
7	\$452.69	9/1/2015
8	\$431.43	10/1/2015
9	\$431.43	10/31/2015
10	\$431.43	11/30/2015
11	\$431.43	12/30/2015
12	\$431.43	1/29/2016
13	\$431.43	2/28/2016
14	\$431.42	3/29/2016

The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: \$6,188.83

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

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

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

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

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

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, 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

03-05-15

Date



Its Authorized Agent

3-5-15

Date

Co-Borrower's Signature

Date

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

## Affidavit

STATE OF NEVADA  
COUNTY OF ClarkTitle Loan Agreement No.: 10669-0149741  
Date: 2-3-2015Customer Name: Flor Martinez-Padron  
Address: 401 N. 28th St #510  
Las Vegas, NV 89101  
Co-Borrower Name:  
Address:Licensee Name: TitleMax of Nevada, Inc. d/b/a Title Max  
Address:2550 S Eastern Ave  
Las Vegas, NV 89169Vehicle Information: VIN: 1N4AL11D06CT62677  
License Plate State and No: 592-APY Color: Silver Year: 2006 Make: Nissan Model: Altima S

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 Title Max, 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, Flor Martinez-Padron, 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: \_\_\_\_\_

### Ability to Pay Summary

Loan Number	10669
Customer Name	Flor Martinez
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$20
MLV Amount	\$3,000
Gross Monthly Income	\$1,100.00
Current and Expected Monthly Obligations	\$300.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$800.00

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	3,329
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	3,020
Interest Rate		14.99%
Max Cash to Customer Amount	\$	3,000.00
Actual Cash to Customer Amount	\$	3,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	3,020

Amortized Loan Payment	\$725.67
Total Payback Amount	\$5,079.69
Minimum Payment to Extend	\$452.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$431.43

### CHOOSE THIS CASHWISE LOAN TYPE

MLV 210 Day Multi-Car 14.99%

### 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%

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1N4AL11D06C162677	YEAR 2006	MAKE NISS	MODEL ALTIMA S/S	VEHICLE BODY P4D	TITLE NUMBER NV007484678
DATE ISSUED 01/13/2015	ODOMETER MILES 130298	FUEL TYPE G	SALES TAX PD	EMPTY WT 2915	GROSS WT 5990
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	

**OWNER(S) NAME AND ADDRESS**  
 MARTINEZ-PADRON FLOR  
 401 N 28TH ST APT 510  
 LAS VEGAS NV 89101-3927

**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.

23636250

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

APP 003775

BOA 002181

<b>Contact Information</b>	<b>2/5/2015</b>
Company: Titlemax (314391) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz	Telephone: 404-542-6618 Fax:

<b>Notes</b>

<b>Vehicle Info For 2006 Nissan Altima S 4D Sedan</b>		
MSRP: \$20,100	VIN: 1N4AL11D06C162677	Adj. State: National
Fin Adv: \$6,225	UVC: 2006640220	Mileage: 0
Equip Ret: \$21,070	MPG: 23/29	Mileage Cat: B
Tire Size: 215/60R16	Weight: 3090	Cylinders: 4
Base HP: 175 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 19.6	Wheelbase: 110.2	Drive Train: FWD
Model Number: 05756	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC EW		

<b>Wholesale Black Book values as of 2/5/2015</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$6,300	\$4,900	\$3,150
<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	\$6,300	\$4,900	\$3,150

<b>Trade In Black Book values as of 2/5/2015</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$6,410	\$5,010	\$3,020
<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	\$6,410	\$5,010	\$3,020

<b>Retail Black Book values as of 2/5/2015</b>
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APP 003776

	X-CL	Clean	Average	Rough
Base	N/A	\$8,575	\$6,775	\$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	\$8,575	\$6,775	\$4,575

## Residual Black Book values as of 2/5/2015

	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

Power Sunroof +250  
w/o Auto Trans -750

APP 003777





## 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%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> 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.

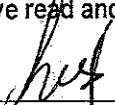
**Ability to Repay Verification.**

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 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

02-03-15  
Date

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

\_\_\_\_\_  
Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Flor Martinez-padron
LOAN AGREEMENT IDENTIFICATION NO. 10669-0149741		DATE/TIME OF RECEIPT OF PAYMENT: 05/07/2015 03:39:38 PM
LOAN AGREEMENT DATE: 2/3/2015 5:57:01 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$453.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$453.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$453.00
BALANCE DUE ON LOAN:	\$3,063.28
NEXT SCHEDULED DUE DATE:	6/3/2015

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

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

Flor Martinez  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Flor Martinez-padron	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0149741		DATE/TIME OF RECEIPT OF PAYMENT: 04/07/2015 04:24:19 PM	
LOAN AGREEMENT DATE: 2/3/2015 5:57:01 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$454.00		AGENT RECEIVING PAYMENT: Autum Gold	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$454.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$454.00
BALANCE DUE ON LOAN:	\$3,063.62
NEXT SCHEDULED DUE DATE:	5/4/2015

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

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

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Flor Martinez-padron	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0149741  LOAN AGREEMENT DATE: 2/3/2015 5:57:01 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/05/2015 01:56:08 PM	
AMOUNT PAID: \$453.00		AGENT RECEIVING PAYMENT: Eliana Bravo	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.30
INTEREST PAID:	\$452.70
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$453.00
BALANCE DUE ON LOAN:	\$3,019.70
NEXT SCHEDULED DUE DATE:	4/4/2015

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

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

Flor Mhz  
Printed Name

[Signature]  
Signature

**A - 75**



## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: LINDA AKIKI

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?
10669-0152961	2/25/2015	\$5,020.00	9/23/2015	\$2,195.56	6&1	\$7,215.56	121.55%	YES

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

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

What is the borrower's expected gross monthly income? \$3,189 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.423(1c)

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

NRS 604A.408(1)

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

NRS 604A.423(1b)

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

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$10,530.00

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 (2a)? YES

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

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2g)? NO

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

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445 NRS 604A.210

# Title Loan Agreement

Date: 2/25/2015

Number: 10669-0152961

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0152961	
FIRST NAME Linda	LAST NAME Akiki	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 1815 Palmer St.		CO-CUSTOMER STREET ADDRESS	
City North Las Vegas	STATE NV	ZIP CODE 89030	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 (702)431-8700	
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 5N1AN08U48C534539		LICENSE PLATE LVB04	
VEHICLE YEAR 2008	VEHICLE MAKE Nissan	VEHICLE MODEL X-Terra	COLOR Brown

**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 0.333% from the date of this Loan Agreement until 09/23/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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>	<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>121.545 %</b>	<b>\$2,195.56</b>	<b>\$5,020.00</b>	<b>\$7,215.56</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,030.80	3/27/2015 and each 30 days thereafter
1	\$1,030.76	9/23/2015

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

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

Itemization of Amount Financed of	\$5,020.00
1. Amount given to you directly:	\$5,000.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

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

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

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

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

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

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

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

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

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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

Linda A. H. K. 2-25-15  
Customer's Signature      Date

[Signature]      2/25/15  
Its Authorized Agent      Date

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

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 3/13/2015

Account Number: 10669-0152961

Customer Name: Linda Akiki Address: 1815 Palmer St. North Las Vegas, NV 89030  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2008 Nissan X-Terra 5N1AN08U48C534539
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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 02/25/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

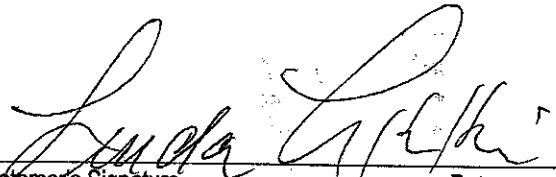
**NOW THEREFORE**, in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**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.

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 \_\_\_\_\_ Date \_\_\_\_\_

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

  
Its Authorized Agent \_\_\_\_\_ Date 3/13/15

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

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



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 09:25 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

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DAVID J. POPE (Bar No.08617)

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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

## Title Loan Agreement

Number: 10969-0124743

Date: 9/5/2014

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10969-0124743	
FIRST NAME Thelma	LAST NAME Coleman	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN	DRIVERS LIC./STATE ID. NO.	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 7812 Bluewater Drive		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89128	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
HOME PHONE	DATE OF BIRTH	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (702)242-8555	
LICENSEE STREET ADDRESS 2400 N. Buffalo Dr. #140		LICENSEE CITY Las Vegas	LICENSEE STATE NV
LICENSEE ZIP CODE 89128			
VEHICLE IDENTIFICATION NUMBER (VIN) 3GNEC12Z65G116120		LICENSE PLATE 168V7N	
VEHICLE YEAR 2005	VEHICLE MAKE Chevrolet	VEHICLE MODEL Avalanche	COLOR Chevrolet

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$1,600.00 ("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 04/03/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>182.3783 %</b>	<b>\$1,091.23</b>	<b>\$1,600.00</b>	<b>\$2,691.23</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$384.46	10/5/2014 and each 30 days thereafter
1	\$384.47	4/3/2015

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	\$1,600.00
1. Amount given to you directly:	\$1,600.00
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

9/5/14  
Date

  
Its Authorized Agent

9/5/14  
Date

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

\_\_\_\_\_  
Date

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

No. 10969-0124743

Date: 5/9/2015

<b>Customer Name:</b> Coleman, Thelma <b>Address:</b> 7937 Quail Breast Lane Las Vegas, NV 89131 (702)496-6958  <b>Co-Borrower Name:</b> <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128  <b>Vehicle Information:</b> 2005, Chevrolet, Chevrolet, Avalanche, 3GNEC12Z65G116120
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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 09/05/2014 ("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 \$1,423.90 was due on 04/03/2015 ("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 \$1423.90 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	\$203.41	6/8/2015
2nd Scheduled Payment	\$203.41	7/8/2015
3rd Scheduled Payment	\$203.41	8/7/2015
4th Scheduled Payment	\$203.41	9/6/2015
5th Scheduled Payment	\$203.41	10/6/2015
6th Scheduled Payment	\$203.41	11/5/2015
7th Scheduled Payment	\$203.44	12/5/2015
The total amount due under the terms of the Repayment Plan:		\$1423.90

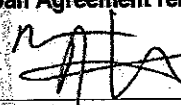
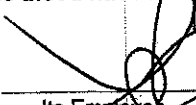
**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT.**

**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.**



  
 Customer's Signature \_\_\_\_\_ Date 5-9-14 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.

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman	
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/09/2015 08:31:45 AM	
AMOUNT PAID: \$0.00		AGENT RECEIVING PAYMENT: Steven Arcuri	

### 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:	6/8/2015

- ☐ 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.

Thelma Coleman  
Printed Name

[Signature]  
Signature

APP 003555  
ROA 001961

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/01/2015 09:10:52 AM
AMOUNT PAID: \$240.00	AGENT RECEIVING PAYMENT: Steven Arcuri	

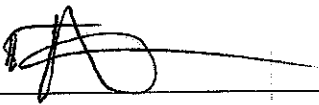
### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$240.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$240.00
BALANCE DUE ON LOAN:	\$1,663.86
NEXT SCHEDULED DUE DATE:	4/3/2015

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

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

Thelma Coleman  
Printed Name

  
Signature

APP 003556  
ROA 001962

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/21/2015 10:05:23 AM
AMOUNT PAID: \$250.00	AGENT RECEIVING PAYMENT: Steven Arcuri	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$11.74
INTEREST PAID:	\$238.26
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$250.00
BALANCE DUE ON LOAN:	\$1,588.26
NEXT SCHEDULED DUE DATE:	2/2/2015

- ☐ 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.

Thelma Coleman  
Printed Name

TE  
Signature

APP 003557  
ROA 001963

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 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 09:46:11 AM
AMOUNT PAID: \$385.00	AGENT RECEIVING PAYMENT: Tianna Douglas	

### TODAY'S PAYMENT ITEMIZATION

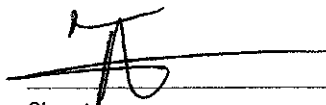
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$385.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$385.00
BALANCE DUE ON LOAN:	\$1,710.35
NEXT SCHEDULED DUE DATE:	1/3/2015

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

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

Thelma Coleman

Printed Name

  
Signature

APP 003558  
ROA 001964



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman	
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/18/2014 10:51:57 AM	
AMOUNT PAID: \$240.00		AGENT RECEIVING PAYMENT: Steven Arcuri	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$240.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$240.00
BALANCE DUE ON LOAN:	\$1,951.45
NEXT SCHEDULED DUE DATE:	12/4/2014

- ☐ **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.

Thelma Coleman  
Printed Name

[Signature]  
Signature

APP 003559  
ROA 001965

TitleMax of Nevada, Inc. d/b/a TitleMax  
2400 N. Buffalo Dr. #140  
Las Vegas, NV 89128  
(702)242-8555  
11/15/2014

11/17/14

Thelma Coleman  
7812 Bluewater Drive  
Las Vegas, NV 89128

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

Dear Customer:

On 9/5/2014 2:06:33 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 10/15/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 11/5/2014 ("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 12/5/2014 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$385.52. The total of payments or the remaining balance on the original transaction is \$1,927.62. You made the following payment(s) on the loan:

Date:	10/15/2014	Amount:	\$240.00
Date:	10/15/2014	Amount:	\$240.00

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.

To: TitleMax  
2400 N Buffalo Dr #140  
Las Vegas, NV. 89128  
Thelma Coleman  
7812 Bluewater Dr  
Las Vegas, NV 89128

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

12/5/2014 will be \$385.52.

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

APP 003560  
ROA 001966  
10969-012480

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

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

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

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

Sincerely,



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

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

- (1) The amount of the debt is \$3,967.51 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

APP 003561  
ROA 001967

10969-012480

TitleMax of Nevada, Inc. d/b/a TitleMax  
2400 N. Buffalo Dr. #140  
Las Vegas, NV 89128  
(702)242-8555

11/14/2014  
Thelma Coleman  
7812 Bluewater Drive  
Las Vegas, NV 89128

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

Dear Thelma Coleman

On 9/5/2014 2:06:33 PM you entered into Title Loan Agreement ("Loan Agreement") number 10969-0124743 with TitleMax of Nevada, Inc. On 11/5/2014 ("Date of Default") you defaulted on your obligations. 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 12/05/2014: (1) return to the location in which you signed the Loan Agreement (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$367.94. The total of payments or the remaining balance on the original transaction is \$1,839.68. You made the following payment(s) on the loan:

Date:	Amount\$
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The total amount due if you enter into a Repayment Plan on or before 12/05/2014 will be \$1,471.74.

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

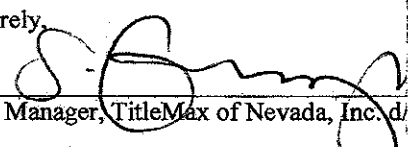
If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest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

Additionally, if you enter into a Repayment, 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 into a Repayment Plan with us.

Sincerely,

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

**WE MAY REPORT INFORMATION ON YOUR  
PAYMENTS, MISSED PAYMENTS,  
AND OTHER CREDIT INFORMATION TO CREDIT BUREAUS  
REFLECTED IN YOUR CREDIT REPORT.**

Although we have not pursued legal action against you, we may:

- (1) The amount of the debt is \$1,839.68
- (2) is the name of the creditor to whom you owe the debt, or any other person who disputes the validity of the debt, or any other person who disputes the debt or a copy of a judgment against you; and
- (5) upon your written request, we will provide you with a copy of the original creditor, if different from the creditor named above.



**Certificate of Mailing**

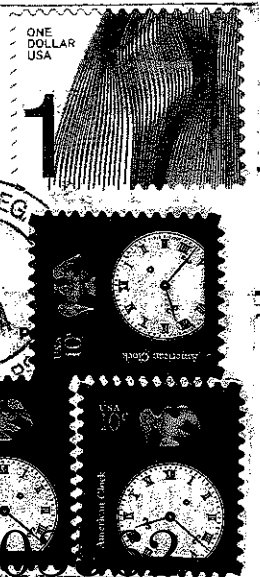
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

**TitleMax**

**2400 N Buffalo Dr #140  
Las Vegas NV. 89128**

to: Thelma Coleman  
7812 Bluewater Drive  
Las Vegas NV 89128

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



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

**APP**

ROA 001968

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #10 Buffalo Dr 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128		PAYMENT MADE ON BEHALF OF OR BY: Thelma Coleman
LOAN AGREEMENT IDENTIFICATION NO. 10969-0124743  LOAN AGREEMENT DATE: 9/5/2014 2:06:33 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 10/15/2014 11:40:23 AM
AMOUNT PAID: \$240.00	AGENT RECEIVING PAYMENT: Markia Thompson	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$240.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$240.00
BALANCE DUE ON LOAN:	\$1,679.79
NEXT SCHEDULED DUE DATE:	11/4/2014

- ☐ 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.

William R. Coleman

Printed Name

William R. Coleman

Signature

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10969-0124743

<b>Customer Name:</b> Thelma Coleman <b>Address:</b> 7812 Bluewater Drive Las Vegas, NV 89128  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128  <b>Vehicle Information:</b> 2005 Chevrolet Avalanche 3GNEC12Z65G116120
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**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 09/05/2014 ("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 Deferral Agreement.

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

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

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

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$239.84	10/5/2014
2	\$239.84	11/4/2014
3	\$239.84	12/4/2014
4	\$239.84	1/3/2015
5	\$239.84	2/2/2015
6	\$239.84	3/4/2015
7	\$239.84	4/3/2015
8	\$228.57	5/3/2015
9	\$228.57	6/2/2015
10	\$228.57	7/2/2015
11	\$228.57	8/1/2015
12	\$228.57	8/31/2015
13	\$228.57	9/30/2015
14	\$228.58	10/30/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$3,278.88

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 Deferral 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 Deferral 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 Deferral 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

Shelene L. L. L. 9/5/14  
Customer's Signature Date

[Signature] 9/5/14  
Its Authorized Agent Date

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

Any comments or questions may be directed to Customer Service at the following number: (800) 894-5368.

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10969-0124743

Customer Name: Thelma Coleman Address: 7812 Bluewater Drive Las Vegas, NV 89128  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2400 N. Buffalo Dr. #140 Las Vegas, NV 89128  Vehicle Information: 2005 Chevrolet Avalanche 3GNEC12Z65G116120
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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 09/05/2014 ("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	\$239.84	10/5/2014
2	\$239.84	11/4/2014
3	\$239.84	12/4/2014
4	\$239.84	1/3/2015
5	\$239.84	2/2/2015
6	\$239.84	3/4/2015
7	\$239.84	4/3/2015
8	\$228.57	5/3/2015
9	\$228.57	6/2/2015
10	\$228.57	7/2/2015
11	\$228.57	8/1/2015
12	\$228.57	8/31/2015
13	\$228.57	9/30/2015
14	\$228.58	10/30/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$3,278.88

**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

*Shelma Polun*      9/5/14  
Customer's Signature      Date

*[Signature]*      9/5/14  
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.

## Personal Information

Date	9-5-2014	State Issued ID Number	[REDACTED]	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	Coleman	First Name	Thelma	Middle Name			
Home Phone	None	Cell Phone	[REDACTED]	Email Address (optional)††			
Best time to call?	ANY Before 8am						
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 #	
7812 Bluewater Dr.							
City		State		Zip		County	
Las Vegas		NV		89128			
Mailing Address (if different from physical address)							
City		State		Zip			

## Source of Income

Employer * (Source of Income)		Employer Address (Street Number & Name)					
Retired							
City	State	Zip	Time at Job?				
Work Phone #	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 checked="" type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed				5/20	Gross Monthly Income	Gross Monthly Obligations	
201A					\$3000.00	\$1000	4/4
*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 #	
STATE FARM			
Address (Street Number & Name)		City	State
			Zip
Business Name		Phone #	
NEVADA ENERGY			
Address (Street Number & Name)		City	State
			Zip

## Personal References

Name	Address (Street Number & Name)	City	State	Zip
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APP 003572  
ROA 001978

# Co-Applicant Information

Date	9-5-14	State Issued ID Number	[Redacted]	Date of Birth	[Redacted]	Social Security #	[Redacted]
Last Name	Williams	First Name	James	Middle Name	A		
Home Phone		Cell Phone	[Redacted]	Email Address (optional)††			
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)							
7812 Bluewater Dr						Apt #	
City	Las Vegas	State	NV	Zip	89128	County	
Mailing Address (if different from physical address)							
City		State		Zip			
Employer * (Source of Income)			Employer Address (Street Number & Name)				
Self plumber							
City	Las Vegas	State	NV	Zip	89128	Time at Job? 25 year	
Work Phone #		Job Title		Supervisor	X		
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 checked="" type="checkbox"/> Self-Employed				150 <sup>00</sup>	Gross Monthly Income	Gross Monthly Obligations	
					\$2,000	\$1,000	
*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 _____ <u>Billboard</u> _____ 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.

APP 003573  
ROA 001979

**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

9/5/2014  
Date

Co-Applicant Signature

Date

APP 003575  
ROA 001981

## Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10969-0124734  
Date: 9/5/2014

Customer Name: Thelma Coleman  
Address: 7812 Bluewater Dr.  
Las Vegas, NV 89128  
Co-Borrower Name:  
Address:

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

2400 N. Buffalo Dr. #140  
Las Vegas, NV 89128

Vehicle Information: VIN: 3GNEC12Z65G116120  
License Plate State and No: 168-VZN Color: Blue Year: 2005 Make: Chev 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, Thelma Coleman, being first duly sworn, states as follows:

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

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

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

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
3GNEC12Z65G116120	2005	CHEV	AVALANCHE	T4W	NV006897262
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
04/24/2014	45322	F			GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	ACTUAL MILES				

## OWNER(S) NAME AND ADDRESS

COLEMAN THELMA  
7812 BLUEWATER DR  
LAS VEGAS NV 89128-6872

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
2400 N BUFFALO DR 140  
LAS VEGAS NV 89128

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.

1858185C

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003577  
ROA 001983

## Contact Information

9/5/2014

Company: Titlemax (314391)

Telephone: 702-471-0240

Contact: David Norinth

Fax:

E-Mail: tm-lasvegas-nv29@titlemax.com

## Notes

## Vehicle Info For 2005 Chevrolet Avalanche 1500 LS 4D Utility

MSRP: \$33,915	VIN: 3GNEC12Z65G116120	Adj. State: National
Fin Adv: \$9,850	UVC: 2005160936	Mileage: 0
Equip Ret: \$36,225	MPG: 14/18	Mileage Cat: D
Tire Size: 265/70R16	Weight: 6800	Cylinders: 8
Base HP: 295 @ 5200	Fuel Type: Flex	Transmission: A
Taxable HP: 45.7	Wheelbase: 130.0	Drive Train: RWD
Model Number: CC15936	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 9/5/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$9,950	\$7,300	\$4,950
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,950	\$7,300	\$4,950

## Trade In Black Book values as of 9/5/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$10,105	\$7,455	\$4,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,105	\$7,455	\$4,700

## Retail Black Book values as of 9/5/2014

	X-CL	Clean	Average	Rough
Base				

APP 003578  
ROA 001984

	X-CL	Clean	Average	Rough
	N/A	\$12,750	\$9,650	\$6,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,750	\$9,650	\$6,700

Residual Black Book values as of 9/5/2014

	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

Leather +525  
 Power Sunroof +200  
 w/o Z66 -100

APP 003579  
 ROA 001985

### Ability to Pay Summary

Loan Number	
Customer Name	Thelma Coleman
Is Customer a Covered Borrower	No
Requested Loan Amount	\$1,600.00
Title Fee	\$0
MLV Amount	\$5,000
Gross Monthly Income	\$3,000.00
Current and Expected Monthly Obligations	\$1,000.00
Other TitleMax Loan Payment	\$348.75
Rate Match/Rate for Other TitleMax Loan	14.99%
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	\$1,651.25

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	7,783
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	5,000
Interest Rate		14.99%
Max Cash to Customer Amount	\$	5,000.00
Actual Cash to Customer Amount	\$	1,600.00
Title Fee Amount	\$	-
Total Loan Amount	\$	1,600

Amortized Loan Payment	\$384.46
Total Payback Amount	\$2,691.23
Minimum Payment to Extend	\$239.84
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$228.57

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Add-On/No DMV Fee 14.99%

APP 003580  
ROA 001986

Income

Gross Monthly Salary or Wages

\$ 3500

Part-Time Gross Monthly Salary or Wages

\$

Gross Bonus or Commission

\$

Social Security/ Disability

\$

Gross Pension/Retirement

\$

Unemployment

\$

Alimony or Child Support

\$

Other Income (Babysitting, Lawn care, etc.):

\$

Total Current/Expected Income

+ \$ 3500

Total Monthly Expense

- \$ 1000

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.

Applicant Name:

Thelma Coleman

Today's Date:

9/5/14

Driver's License/Government Issued ID Number:



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.

# Message Me, Please!

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

Yes, please contact me by TEXT MESSAGE about my account, promotional offers, new product information or other news. If you do not wish to receive account, sales, or marketing texts from us, you should not initial directly below.

(Initials) YES to Marketing & Account Messages  
By initialing to the left, you authorize TMX to contact you via text about account information and TMX marketing.

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

(xxx) - xxx - xxxx

(Initials) J.C. YES to Account Messages  
By initialing to the left, you authorize TMX to contact you via text about account information.

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

(xxx) - xxx - xxxx

No, please do not contact me by TEXT MESSAGE about my account, promotional offers, new product information, or other news.

(Initials) NO to TMX Text Messages  
By initialing to the left, you do not authorize TMX to contact you via text.

Please note:

(a) you are not required to initial by the above "Yes" to obtain credit through us; (b) you understand that any texts we send may be accessed by anyone with access to your texts; (c) you understand your mobile phone service provider may charge you fees for texts that we send you; (d) you agree that we have no liability for the costs of any such texts; (e) at any time, you may withdraw your consent to receive text messages by choosing the "opt-out" button on any text message you receive or replying "STOP" to any text. You also understand that replies you send in response to text messages received from us, other than those listed above to opt-out of receiving texts, are not received by any TMX entity and the information contained will not be communicated. Please review our Privacy Policy at [www.titlemax.biz/privacy-policy](http://www.titlemax.biz/privacy-policy).

I understand that if I change my cell number that I will need to inform the company of that change and sign a new consent form in order to continue receiving such messages.

Thelma Coleman

Customer Name (Printed)

Thelma Coleman

Customer Signature

9/5/14

Date

Stephanie Gorman

Employee Name (Printed)

Stephanie Gorman

Employee Signature

NV 10

Store Name

TitleMax 10969



**A - 67**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &  
DBA: Titlenax

Exam Start  
Date: 5/15/2015

Licensee Address: 2550 S Eastern Avenue, Las Vegas, NV 89169

Exam as of: 5/15/2015

Borrower Name &

Address: Sandra Fierro-alba 1401 N Michael Way #121, Las Vegas, NV 89108

Examiner: Kelvin Lam

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10669-0119541	8/4/2014	\$1,420.00	3/2/2015	\$1,113.45	7	\$2,533.45	206.71%	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? 1996 GMC Sierra C15

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

What is the borrower's expected gross monthly income? \$1,830 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(1)(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(1)(b)

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

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$5,690.00

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

YES

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

YES

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

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

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

### VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

604A.210 and 604A.445, Grace Periods Payments Deferral Agreement \$3,108.82

604A.485, All payments made total > loan agreement. Totaled receipts is \$3,156.59

Revised 10-15-2008

Confidential

APP 003584  
ROA 001990

## Title Loan Agreement

Number: 10669-0119541

Date: 8/4/2014

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0119541			
FIRST NAME Sandra		LAST NAME Fierro-alba		CO-CUSTOMER FIRST NAME	
SSN [REDACTED]		DRIVERS LIC./STATE ID. NO [REDACTED]		CO-CUSTOMER SSN	
STREET ADDRESS 1401 N. Michael Way #121		CO-CUSTOMER STREET ADDRESS			
City Las Vegas		STATE NV		ZIP CODE 89108	
HOME PHONE [REDACTED]		DATE OF BIRTH [REDACTED]		CO-CUSTOMER HOME PHONE	
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (702)431-8700			
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas		LICENSEE STATE NV	
VEHICLE IDENTIFICATION NUMBER (VIN) 2GTEC19W5T1508225		LICENSE PLATE 387-LPB			
VEHICLE YEAR 1996		VEHICLE MAKE GMC		VEHICLE MODEL Sierra SLE	
				COLOR Red	

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$1,420.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until 03/02/2015 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**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
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.
206.7129 %	\$1,113.45	\$1,420.00	\$2,533.45

Your payment schedule will be:

Your payment schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
6	\$361.92	9/3/2014 and each 30 days thereafter
1	\$361.93	3/2/2015

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

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

Itemization of Amount Financed of	\$1,420.00
1. Amount given to you directly:	\$1,400.00
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.**

**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 the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, 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 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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TM, TB, NW, installment loan agreement 2.04.2014  
ROA 001993

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

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

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

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

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

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

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

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

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ROA 001994

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TM, TB, W, Installation Loan Agreement 2.04.2014



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Account Number: 10669-0119541

Date:

Customer Name: Sandra Fierro-alba Address: 1401 N. Michael Way #121 Las Vegas, NV 89108  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 1996 GMC Sierra SLE 2GTEC19W5T1508225
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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 08/04/2014 ("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	\$241.26	9/3/2014
2	\$241.26	10/3/2014
3	\$241.26	11/2/2014
4	\$241.26	12/2/2014
5	\$241.26	1/1/2015
6	\$241.26	1/31/2015
7	\$241.26	3/2/2015
8	\$202.86	4/1/2015
9	\$202.86	5/1/2015
10	\$202.86	5/31/2015
11	\$202.86	6/30/2015
12	\$202.86	7/30/2015
13	\$202.86	8/29/2015
14	\$202.84	9/28/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$3,108.82

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.

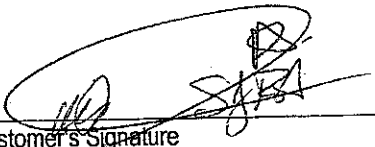
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal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

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

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

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

  
Eleanor Brewster  
Its Authorized Agent  
9/2/14  
Date

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

## Income Worksheet

Requested Loan Amount:

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

### Income

Employment	Description	Amount
Gross Monthly Salary or Wages	TJ.XX.	\$ 1,470.00
Part-Time Gross Monthly Salary or Wages	←	\$ 0
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$ 0
Social Security/ Disability		\$ 0
Gross Pension/Retirement		\$ 0
Unemployment		\$ 0
Alimony or Child Support	Al mcs.	\$ 360.00
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all income amounts and enter amount here</b>	<b>+ \$ 1,830.00</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>- \$ 1,330.00</b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b>		<b>= \$ 0,500.00</b>
Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		
Applicant Name: <u>Kierio Sandra.</u> <i>[Signature]</i>		\$
Today's Date: <u>8.04.14.</u>		Requested Residual Income
		***Employee Use Only***

Driver's License/Government Issued ID Number:

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.

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES


## CERTIFICATE OF TITLE

VIN 2GTEC19W5T1508225	YEAR 1996	MAKE GMC	MODEL SIERRA C15	VEHICLE BODY TPC	TITLE NUMBER NV007087408
DATE ISSUED 07/16/2014	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 4068	GROSS WT 6001
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

**OWNER(S) NAME AND ADDRESS**  
 FIERRO-ALBA SANDRA JANETH  
 2341 CANFIELD DR UNIT C  
 LAS VEGAS NV 89108-3240

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX OF NEVADA INC DBA TITLEMAX  
 2550 S EASTERN AVE  
 LAS VEGAS NV 89169-1815

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

  
 SIGNATURE OF AUTHORIZED AGENT  
 DATE 7/8/14  
 Cherry Ramos  
 Titlemax of Nevada Inc dba Titlemax  
 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.  
 ODOMETER READING ☒ NO TENTHS ☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
☐ Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_ Printed Name of Seller(s)/Agent/Dealership \_\_\_\_\_  
 I am aware of the above odometer certification made by the seller/agent ☐ Dealer's License Number \_\_\_\_\_ Date of Sale \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Printed Full Legal Name of Buyer \_\_\_\_\_  
 ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.  
 CONTROL NO. 20157850  
 (THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 003595  
 ROA 002001

<b>Contact Information</b>	8/4/2014
Company: Titlemax (314391) Contact: Cherry Ramos E-Mail: laura.farris@titlemax.biz	Telephone: 702-431-8700 Fax:

<b>Notes</b>

<b>Vehicle Info For 1996 GMC C/K1500 Sierra SLE Ext Cab</b>	
MSRP: \$20,720 Fin Adv: \$5,475 Equip Ret: \$0 Tire Size: 235/75R15 Base HP: Taxable HP: 34.8 Model Number: TC10753 Price Includes: AT AC 8CY	VIN: 2GTEC19W5T1508225 UVC: 1996340043 MPG: —/ Weight: 6200 Fuel Type: Gas Wheelbase: 141.5 End of Term Months: 0
	Adj. State: National Mileage: 0 Mileage Cat: D Cylinders: 6 Transmission: M Drive Train: RWD End of Term Mileage: 0

Wholesale Black Book values as of 8/1/2014 (daily)				
	X-CL	Clean	Average	Rough
Base	N/A	\$5,550	\$3,150	\$2,200
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$5,550	\$3,150	\$2,200

Trade In Black Book values as of 8/1/2014 (daily)				
	X-CL	Clean	Average	Rough
Base	N/A	\$5,690	\$3,290	\$2,110
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$5,690	\$3,290	\$2,110

Retail Black Book values as of 8/1/2014 (daily)				
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APP 003596  
ROA 002002

# Customer Receipt-Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra J Fierro-alba 1401 N. Michael Way #121 Las Vegas, NV 89108	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541  LOAN AGREEMENT DATE: 08/04/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT:  04/23/2015 11:37:43	
AMOUNT PAID:  \$270.63	AGENT RECEIVING PAYMENT:  Eliana Bravo (313)		

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	\$ 270.63	PRINCIPAL:	\$ 0.00
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:	\$ 270.63	BALANCE DUE ON LOAN:	\$ 0.00
		REPAYMENT PLAN MINIMUM	\$ 0.00
		NEXT SCHEDULED DUE DATE:	5/28/2015

- ☐ 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

☐ 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.

Sandra Fierro  
Printed Name

[Signature]  
Signature

APP

003597  
ROA 002003

# Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra J Fierro-alba 1401 N. Michael Way #121 Las Vegas, NV 89108	
LOAN AGREEMENT IDENTIFICATION No. 10669-0119541  LOAN AGREEMENT DATE: 08/04/2014 If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT:  03/27/2015 17:01:30	
AMOUNT PAID:  \$45.11		AGENT RECEIVING PAYMENT: Eliana Bravo (313)	

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	\$ 45.11	PRINCIPAL:	\$ 45.11
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:	\$ 45.11	BALANCE DUE ON LOAN:	\$ 270.63
		REPAYMENT PLAN MINIMUM	\$ 45.11
		NEXT SCHEDULED DUE DATE:	4/28/2015

- ☐ 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

☐ 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.

Sandra Fierro  
Printed Name

[Signature]  
Signature

APP 003598  
ROA 002004



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

Date: 2/27/2015

No. 10669-0119541

Customer Name: Fierro-alba, Sandra J Address: 1401 N. Michael Way #121 Las Vegas, NV 89108 (702)272-7235  Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109 Vehicle Information: 1996, Red, GMC, Sierra SLE, 2GTEC19W5T1508225
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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 08/04/2014 ("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 \$315.74 was due on 03/02/2015 ("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 \$315.74 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	\$45.11	3/29/2015
2nd Scheduled Payment	\$45.11	4/28/2015
3rd Scheduled Payment	\$45.11	5/28/2015
4th Scheduled Payment	\$45.11	6/27/2015
5th Scheduled Payment	\$45.11	7/27/2015
6th Scheduled Payment	\$45.11	8/26/2015
7th Scheduled Payment	\$45.08	9/25/2015
The total amount due under the terms of the Repayment Plan:		\$315.74

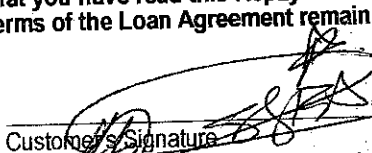
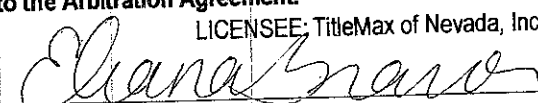
**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT.**

**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.**

Customer's Signature:  Date: 2-27-15 By:  Its Employee: LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

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 003599  
ROA 002005

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 02/27/2015 04:12:40 PM	
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$200.00		AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$127.24
INTEREST PAID:	\$72.76
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$200.00
BALANCE DUE ON LOAN:	\$315.74
NEXT SCHEDULED DUE DATE:	3/2/2015

- ☐ 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.

Sandra Fierro  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 01/29/2015 11:07:21 AM	
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$1,200.00		AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

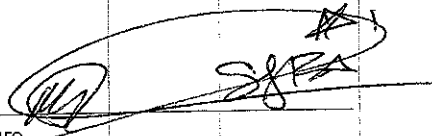
PRINCIPAL PAID:	\$968.24
INTEREST PAID:	\$231.76
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,200.00
BALANCE DUE ON LOAN:	\$442.98
NEXT SCHEDULED DUE DATE:	3/2/2015

- ☐ 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.

Sandra Fierro  
Printed Name

Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 01/02/2015 01:28:30 PM	
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$239.77		AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$239.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$239.77
BALANCE DUE ON LOAN:	\$1,427.19
NEXT SCHEDULED DUE DATE:	1/31/2015

- ☐ 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.

Sandra Fierro  
Printed Name

[Signature]  
Signature

TitleMax of Nevada, Inc. d/b/a TitleMax  
2550 S. Eastern Ave.  
Las Vegas, NV 89109  
(702)431-8700  
12/2/2014

Sandra Fierro-alba  
1401 N. Michael Way #121  
Las Vegas, NV 89108

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

Dear Customer:

On 8/4/2014 3:52:44 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 09/02/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 1/2/2015 ("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 2/1/2015 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$283.84. The total of payments or the remaining balance on the original transaction is \$1,419.20. You made the following payment(s) on the loan:

Date:	09/02/2014	Amount:	\$242.00
Date:	09/02/2014	Amount:	\$242.00

The total amount due if you enter into a Repayment Plan on or before 2/1/2015 will be \$283.84.

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.

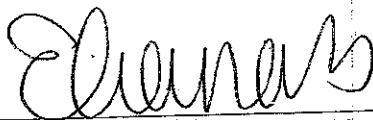
If you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest,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

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

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

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

Sincerely,



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

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

- (1) The amount of the debt is \$1,000.00 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 12/02/2014 04:57:56 PM
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$239.77	AGENT RECEIVING PAYMENT: Autum Gold	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$239.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$239.77
BALANCE DUE ON LOAN:	\$1,419.20
NEXT SCHEDULED DUE DATE:	1/1/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.

**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.

Sandra Fierro  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 12/02/2014 04:57:56 PM
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$239.77	AGENT RECEIVING PAYMENT: Autum Gold	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$239.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$239.77
BALANCE DUE ON LOAN:	\$1,419.20
NEXT SCHEDULED DUE DATE:	1/1/2015

- ☐ 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.

Sandra Fierro  
Printed Name

[Signature]  
Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 11/03/2014 01:37:55 PM	
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$239.77		AGENT RECEIVING PAYMENT: Candice Bejarano	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$239.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$239.77
BALANCE DUE ON LOAN:	\$1,427.20
NEXT SCHEDULED DUE DATE:	12/2/2014

- ☐ 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.

Fierro Sandra  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541  LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 10/03/2014 05:42:06 PM
AMOUNT PAID: \$239.77	AGENT RECEIVING PAYMENT: Candice Bejarano	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$239.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$239.77
BALANCE DUE ON LOAN:	\$1,419.21
NEXT SCHEDULED DUE DATE:	11/2/2014

- ☐ 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.

Fierro Sandra  
Printed Name

Signature

[Signature]

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Sandra Fierro-alba	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0119541		DATE/TIME OF RECEIPT OF PAYMENT: 09/02/2014 11:35:55 AM	
LOAN AGREEMENT DATE: 8/4/2014 3:52:44 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$242.00		AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$8.78
INTEREST PAID:	\$233.22
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$242.00
BALANCE DUE ON LOAN:	\$1,411.22
NEXT SCHEDULED DUE DATE:	10/3/2014

- ☐ 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.

Fierro Sandra

Printed Name

[Signature]  
Signature

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669-  
Date: 8-4-14

Customer Name: Sandra Janeth Fierro-Alba  
Address: 1401 N Michael Way apt#121  
Las Vegas Nv 89108  
Co-Borrower Name:  
Address:

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

2550 S Eastern Ave  
Las Vegas Nv 89169

Vehicle Information: VIN: 2GTEC19W511508225  
License Plate State and No: 387LPB Color: RED Year: 1996 Make: GMC Model: SIERRA

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.

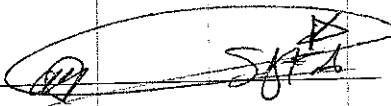
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

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, Sandra Janeth Fierro-Alba, 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: \_\_\_\_\_

**Ability to Pay Summary**

Loan Number	10669-
Customer Name	Sandra J Fierro-Alba
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,000.00
Title Fee	\$20
MLV Amount	\$1,420
Gross Monthly Income	\$1,830.00
Current and Expected Monthly Obligations	\$1,330.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$500.00

**210 INSTALLMENT LOAN BREAKDOWN**

Income Based - Max. Loan Amount Inc. Title Fee	\$	2,019
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	1,440
Interest Rate		16.99%
Max Cash to Customer Amount	\$	1,420.00
Actual Cash to Customer Amount	\$	1,420.00
Title Fee Amount	\$	20
Total Loan Amount	\$	1,440

Amortized Loan Payment	\$367.02
Total Payback Amount	\$2,569.12
Minimum Payment to Extend	\$244.66
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$205.71

**CHOOSE THIS CASHWISE LOAN TYPE**

NV 210 Day    Multi-Car    16.99%

**210 INSTALLMENT RATE STRUCTURE**

Tiers	Rate
100.00	999.99
1000.00	1999.99
2000.00	2999.99
3000.00	3999.99
4000.00	4999.99
5000.00	10000.00

**30 DAY SINGLE PAY RATE STRUCTURE**

Tiers	Rate
100.00	999.99
1000.00	1999.99
2000.00	2999.99
3000.00	3999.99
4000.00	4999.99
5000.00	10000.00

**30 DAY SINGLE PAY BREAKDOWN**

Income Based - Max. Loan Amount Inc. Title Fee	\$	431
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	1,440
Interest Rate		
Max Cash to Customer Amount	\$	411.00
Actual Cash to Customer Amount		

**CHOOSE THIS CASHWISE LOAN TYPE**

NV 30 Day    Multi-Car

APP 003611  
ROA 002017

## Personal Information

Date 8.04.14.	State Issued ID Number [REDACTED]	Date of Birth [REDACTED]	Social Security # [REDACTED]
Last Name Pierro	First Name Sandra	Middle Name J.	Email Address (optional)**
Home Phone [REDACTED]	Cell Phone# [REDACTED]		
Best time to call? el momento que se	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) 1401 N. Michael way			
City Los Vegas N	State NV.	Zip 89108	Apt # 121 County Clark
Mailing Address (if different from physical address)			
City	State	Zip	

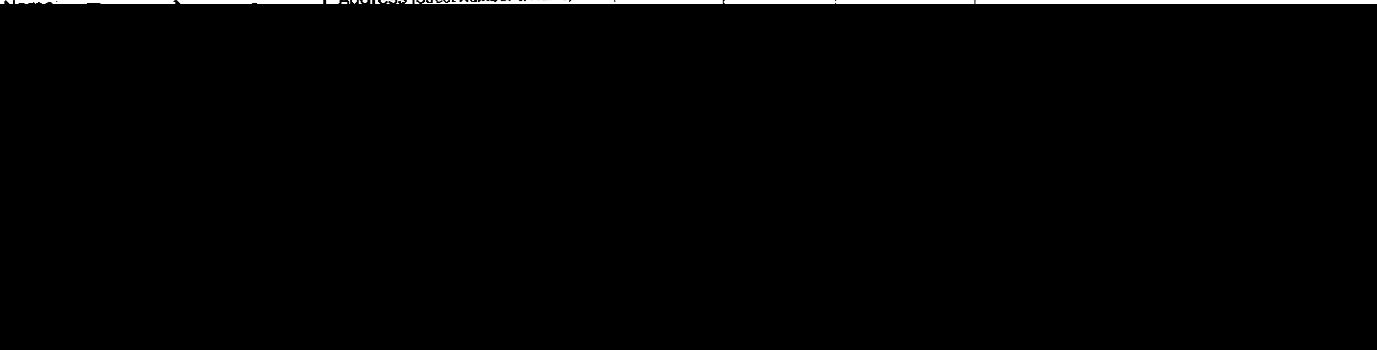
### Source of Income

Source of Income									
Employer * (Source of Income)			Employer Address (Street Number & Name)						
City			State		Zip		Time at Job		
Work Phone #			Title		Supervisor			Shift	
Pay Frequency: (check one)					Next Payday		Current and Expected		Work Shift
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks)					8.7.14.		Gross Monthly Income		Gross Monthly Obligation
<input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day)							\$1,470.40		\$1,330.00
<input type="checkbox"/> Self-Employed									
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.									
Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding.									
Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no									

### **Credit References**

Credit References				
Business Name		Phone #		
Address (Street Number & Name)		City	State	Zip
Business Name		Phone #		
Address (Street Number & Name)		City	State	Zip

### Personal References

Personal References				
Name	Address (Street Number & Name)	City	State	Zip
				
Amigo				

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #				
Last Name			First Name			Middle Name				
Home Phone			Cell Phone†			Email Address (optional)††				
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
Physical Address (Street Number & Name)								Apt #		
City			State		Zip		County			
Mailing Address (If different from physical address)										
City			State		Zip					
Employer * (Source of Income)				Employer Address (Street Number & Name)						
City			State		Zip		Time at Job?			
Work Phone #			Job Title		Supervisor					
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed					Next Payday		Current and Expected		Work Shift	
							Gross Monthly Income    Gross Monthly Obligations \$                                      \$			
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding.										
Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no										
How did you hear about us? (Circle one.)										
Friend/Referral    Name of referrer? _____ Internet                      Billboard                      Postcard			Saw Store <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Television</span> Yellow Pages                      Repeat Customer			Other: _____				

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures relating to transactions, accounts, and other emails Consent only applies to emails we send and receive. You consent to electronically receiving 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:**

5.0% yearly rate raise

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

Co-Applicant Signature

8.04.14.  
Date

Date

**A - 68**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/18/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: OCTAVIO CANO MARTINEZ

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?
10669-0134659	11/10/2014	\$6,300.00	6/8/2015	\$3,055.69	6&1	1336.52/1336.57	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? 2007 FORD F150 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$3,100 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(1a)

(Applies to D/D Loans)

NRS 604A.408(1)

Does the original term of the D/D Loan not exceed 35 days?

N/A

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

NRS 604A.425(1b)

(Applies High-Int Loans)

NRS 604A.408(1)

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

N/A

(Applies to Title Loans Only)

NRS 604A.430(1)

Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$10,950.00

N/A

(Applies to Title Loans Only)

NRS 604A.445(1)

Does the original term of the title loan exceed 30 days? NO

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)? NO

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445; NRS 3604A 210 RPTR VIO ON DEFERMENT AGREEMENT

# Title Loan Agreement

Date: 11/10/2014

Number: 10669-0134659

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0134659	
FIRST NAME Octavio	LAST NAME Cano-martinez	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN [REDACTED]	DRIVERS LIC./STATE ID. NO. NO.	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 4112 Via Vaquero		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89102	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 (702)431-8700	
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTPW125X7KB14145		LICENSEE ZIP CODE 89109	
VEHICLE YEAR 2007		VEHICLE MAKE FORD	VEHICLE MODEL F150 SUPER CAB
		COLOR RED	

**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 \$6,300.00 ("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 06/08/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

## FEDERAL TRUTH-IN-LENDING DISCLOSURE

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>133.7129%</b>	<b>\$3,055.69</b>	<b>\$6,300.00</b>	<b>\$9,355.69</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,336.52	12/10/2014 and each 30 days thereafter
1	\$1,336.57	6/8/2015

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 \$6,300.00

1. Amount given to you directly: \$6,300.00
2. Amount paid on your account: \$0.00
3. Amount paid to public officials: \$ 0.00
4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

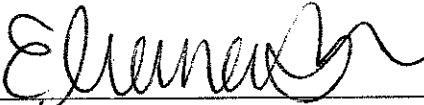
TitleMax of Nevada, Inc. d/b/a TitleMax

Customer's Signature

11-10-14

Date



Its Authorized Agent

11/10/14

Date

Co-Customer's Signature

Date



Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669\* - 0134659  
Date: 11/10/2014

Customer Name: Octavio Cano-Martinez  
Address: 4112 Via Vaquero Ave  
Las Vegas, NV 89102  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Title Max  
Address:  
2550 S Eastern Ave  
Las Vegas, NV 89169

Vehicle Information: VIN: 1F1PW125X7KBT4145  
License Plate State and No: NRA381 Color: Red Year: 2007 Make: Ford Model: F150 Lariat

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 Title Max, 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 B, 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, Octavio Cano-Martinez, 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: Octavio Cano

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

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10669-0134659

Customer Name: Octavio Cano-Martinez Address: 4112 Via Vaquero Las Vegas, NV 89102  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2007 FORD F150 SUPER CAB 1FTPW125X7KB14145
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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 11/10/2014 ("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	\$692.37	12/10/2014
2	\$692.37	1/9/2015
3	\$692.37	2/8/2015
4	\$692.37	3/10/2015
5	\$692.37	4/9/2015
6	\$692.37	5/9/2015
7	\$692.37	6/8/2015
8	\$900.00	7/8/2015
9	\$900.00	8/7/2015
10	\$900.00	9/6/2015
11	\$900.00	10/6/2015
12	\$900.00	11/5/2015
13	\$900.00	12/5/2015
14	\$900.00	1/4/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$11,146.59

**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.

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1E1FW12H7AB14145	2007	FORD	F150 SUPER	TCW	NV107384334
DATE ISSUED	COMPUTER VALUE	FILED TYPE	SALES TAX PD	SALES TAX	REGISTRATION
11/13/2014	308	A		51.74	59.00
VEHICLE (CASH)	COMPUTER CREDIT				
	ACTUAL MILES				

### OWNER'S NAME AND ADDRESS

CARD MARTINEZ OCTAVIO  
HERNANDEZ - CARD READER  
4117 VIA VAGUERO AVE  
LAS VEGAS NV 89127-3765

### LIENHOLDER NAME AND ADDRESS

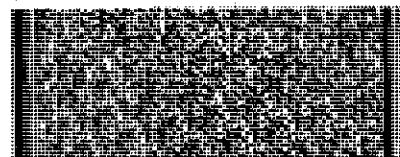
TITLEMAX OF NEVADA  
7550 S. EASTERN AVE  
LAS VEGAS NV 89149-1819

LIENHOLDER RELEASE - IN TEST 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 THE STATE THE VEHICLE IS IN TRANSITION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE THE PROCEEDING A FALSE STATEMENT MAY RESULT IN FURTHER SEVERE PUNISHMENT.  
This document is not valid unless the vehicle is located in the state of Nevada at the time of the transfer of ownership.

Printed Full Legal Name of Buyer

Printed License Number or Identification Number

Signature

I hereby certify to the best of my knowledge the information provided is the actual description of the vehicle and that all of the following statements are correct.

NO

CLAIMS

COMPUTER RELEASED

The vehicle is not a stolen vehicle, and the actual owner, transferee, transferee transferee.

Example - Model year other than 2000.

Signature of Seller/Agent/Transferor

Printed Name of Seller/Agent/Transferor

Signature of the state's authorized representative by the department.

Printed License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

NOTARIES TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES. THE PERSONS NAMED HEREIN IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE. SUBJECT TO THE REGISTRATION.

COMPUTER PD

2007-2008

PRINTED NAME & TITLE (PD)

Signature of State

APP 003628

ALTERATION OF EVIDENCE VIOLATES THIS TITLE

### Ability to Pay Summary

Loan Number	10669
Customer Name	Octavio
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$0
MLV Amount	\$7,700
Gross Monthly Income	\$3,100.00
Current and Expected Monthly Obligations	\$1,000.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,100.00

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	9,898
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	7,700
Interest Rate		10.99%
Max Cash to Customer Amount	\$	7,700.00
Actual Cash to Customer Amount	\$	6,300.00
Title Fee Amount	\$	-
Total Loan Amount	\$	6,300

Amortized Loan Payment	\$1,336.52
Total Payback Amount	\$9,355.67
Minimum Payment to Extend	\$692.37
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$900.00

### CHOOSE THE CASHWISE LOAN TYPE

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

### 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%

<b>Contact Information</b>	<b>11/10/2014</b>
Company: Titlemax (314391) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz	Telephone: 404-542-6618 Fax:

<b>Notes</b>

<b>Vehicle Info For 2007 Ford F150 Lariat Supercrew</b>		
MSRP: \$32,225	VIN: 1FTPW125X7KB14145	Adj. State: National
Fin Adv: \$16,725	UVC: 2007300725	Mileage: 0
Equip Ret: \$36,535	MPG: 15/19	Mileage Cat: D
Tire Size: 265/60R18	Weight: 7050	Cylinders: 8
Base HP: 300 @ 5000	Fuel Type: Gas	Transmission: A
Taxable HP: 40.3	Wheelbase: 150.0	Drive Train: RWD
Model Number: W12	End of Term 0	End of Term 0
Price Includes: AT AC	Months: 0	Mileage: 0

<b>Wholesale Black Book values as of 11/10/2014</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$16,800	\$13,500	\$10,950
<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	\$16,800	\$13,500	\$10,950

<b>Trade In Black Book values as of 11/10/2014</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$17,130	\$13,830	\$10,345
<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	\$17,130	\$13,830	\$10,345

<b>Retail Black Book values as of 11/10/2014</b>
--

**APP 003630**  
**ROA 002036**



	X-CL	Clean	Average	Rough
<b>Base</b>	N/A	\$20,100	\$16,425	\$13,275
<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	\$20,100	\$16,425	\$13,275

## Residual Black Book values as of 11/10/2014

	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

20-Inch Wheels +300  
 Chrome Package +125  
 Entertainment System +100  
 Navigation System +100  
 Power Moonroof +300

APP 003631  
 ROA 002037

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Octavio Cano-martinez
LOAN AGREEMENT IDENTIFICATION NO. 10669-0134659  LOAN AGREEMENT DATE: 11/10/2014 5:41:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/07/2015 05:13:15 PM
AMOUNT PAID: \$700.00	AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$58.46
INTEREST PAID:	\$641.54
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$700.00
BALANCE DUE ON LOAN:	\$6,203.20
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.

Octavio Cano  
Printed Name

Octavio Cano  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Octavio Cano-martinez
LOAN AGREEMENT IDENTIFICATION NO. 10669-0134659		DATE/TIME OF RECEIPT OF PAYMENT: 03/11/2015 01:39:10 PM
LOAN AGREEMENT DATE: 11/10/2014 5:41:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$700.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$700.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$700.00
BALANCE DUE ON LOAN:	\$6,283.86
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.

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

\_\_\_\_\_  
Signature

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

**WESTERN UNION FINANCIAL SERVICES INC.** **WESTERN UNION** **MONEY ORDER**

17-151652262

A 602675 D 030615  
1 1448 07  
171516522626 L 000883 \$ 700.00

PAY EXACTLY SEVEN HUNDRED DOLLARS AND NO CENTS  
PAY TO THE ORDER OF TITLE Max of Nevada PAYMENT FOR/ACCT. #  
412 In Vegas PURCHASER'S ADDRESS W. 89102 Octavio Cano  
PURCHASER'S SIGNATURE  
FOR CASH & REMIT FOR AGENT TO THE FRONT OF THE FRONT SIDE

⑆102100400⑆ 40171516522626⑈

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Octavio Cano-martinez
LOAN AGREEMENT IDENTIFICATION NO. 10669-0134659		DATE/TIME OF RECEIPT OF PAYMENT: 02/11/2015 02:45:55 PM
LOAN AGREEMENT DATE: 11/10/2014 5:41:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$700.00	AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$700.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$700.00
BALANCE DUE ON LOAN:	\$6,341.58
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.

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas NV #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Octavio Cano-martinez
LOAN AGREEMENT IDENTIFICATION NO. 10669-0134659		DATE/TIME OF RECEIPT OF PAYMENT: 12/12/2014 12:39:00 PM
LOAN AGREEMENT DATE: 11/10/2014 5:41:31 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$700.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$700.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$700.00
BALANCE DUE ON LOAN:	\$6,338.53
NEXT SCHEDULED DUE DATE:	1/9/2015

- ☐ 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.

Printed Name

Signature

PAY EXACTLY SEVEN HUNDRED DOLLARS AND NO CENTS  
 PAY TO THE ORDER OF Tithe Max of Nevada  
4112 Via Reyes ADDRESS 4112 Via Reyes  
 PAYMENT FOR ACCT. # Octavo Caro  
 17-121448201

A 602675 D 120814  
 171214482014 L 000883 \$ 700.00

1021004001: 40171214482014

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

NAME AND ADDRESS OF THE LICENSEE: <b>TitleMax of Nevada, Inc. d/b/a TitleMax</b> <b>2550 S. Eastern Avenue, Las Vegas, Nevada 89169.</b>		PAYMENT MADE ON BEHALF OF OR BY: <b>OCTAVIO CANO-MARTINEZ</b> <b>4112 Via Vaquero, Las Vegas, NV, 89102</b>
LOAN AGREEMENT IDENTIFICATION NO. <b>20134659-10669</b>  LOAN AGREEMENT DATE: <b>11/10/2014</b>  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: <b>05/12/2015 13:00:26</b>
AMOUNT PAID: <b>700.00</b>		AGENT RECEIVING PAYMENT: <b>Candice Bejarano</b>

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID: \$ 0.00  
INTEREST PAID: \$ 700.00  
CHARGES PAID: \$ 0.00  
FEES PAID: \$ 0.00  
TOTAL AMOUNT PAID TODAY: \$ 700.00  
UNPAID INTEREST: \$ 95.35  
BALANCE DUE ON LOAN: \$ 6298.55  
NEXT SCHEDULED DUE DATE: 06/08/2015

- ☐ 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

*Mail in*

APP 003638  
ROA 002044



## Customer Application

## Personal Information

OC 11/10/14

Date: 11-21-14	State Issued ID Number	Date of Birth	Social Security #
Last Name: Cano	First Name: Octavio Cano	Middle Name	
Home Phone	Cell Phone: (702) 502-3009	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)			
City: Las Vegas	State: NV	Zip: 89102	Apt #
Mailing Address (if different from physical address) 4112 Via Vaquero			
City: Las Vegas	State: NV	Zip: 89102	County: USA

## Source of Income

Employer * (Source of Income)	Employer Address (Street Number & Name)		
City: North Las Vegas	State: NV	Zip: 89050	Time at job:
Work Phone	Title: driver	Supervisor: David	
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed	Next Payday: 10/24/14	Current and Expected Gross Monthly Income: \$2,100 Gross Monthly Obligation: \$1,000	Work Shift: 9-5 PM
*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			

## Cred

Business Name: T-Mobile	
Address (Street Number & Name)	City
Business Name: State Farm	
Address (Street Number & Name): 2700 South Saddle	City: AZ Tempe

## Person

Name)	
Phone	
Name)	
Phone	
Name)	
Phone	
Name)	
City	State
Phone	

Octavio Cano-M  
 106609-0134059  
 Title w/lein

## 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 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:**

*NO*

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

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

*Oliver Cano*  
Applicant Signature

8-21-14  
Date

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

\_\_\_\_\_  
Date

*Oliver Cano*

11/10/14

**A - 69**

APP 003644  
ROA 002050

604A LOAN REVIEW WORKSHEET										
Licensee Name & DBA: <u>TITLEMAX OF NEVADA INC. DBA TITLEMAX</u>		Exam Start Date: <u>5/4/2015</u>								
Licensee Address: <u>2550 S. EASTERN AVE LAS VEGAS NV 89169</u>		Exam as of: <u>5/4/2015</u>								
Borrower Name & Address: <u>DEMESIO CABALLERO</u>		Examiner: <u>TD</u>								
Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?		
10669-0150440	4/9/2015	\$7,000.00	11/5/2015	\$3,395.18	6&1	\$10,395.18	133.71%	YES		
Loan Type:	Deferred Deposit	<input type="checkbox"/>	High-Int Loans	<input type="checkbox"/>	Title Loans	<input checked="" type="checkbox"/>	Purpose of loan:			
Is the loan secured?	YES	If so, what is the collateral?	2007 INFI		If secured by a vehicle title, is it filed and perfected?	YES				
What is the borrower's expected gross monthly income?		\$2,600	Was the borrower's income verified?		YES	Paysub	<input type="checkbox"/>	Affidavit	<input checked="" type="checkbox"/>	Other:
(Applies to Deferred Deposit Only)		Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?		N/A						
NRS 604A.425(1d)										
(Applies to D/D Loans)		Does the original term of the D/D Loan not exceed 35 days?		N/A						
NRS 604A.408(1)										
(Applies to High-Interest Loans Only)		Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income?		N/A						
NRS 604A.425(1b)										
(Applies High-Int Loans)		Does the original term of the HIL not exceed 35 days?		N/A						
NRS 604A.408(1)										
(Applies to Title Loans Only)		Does the loan amount exceed the fair market value of the vehicle securing the loan?		NO		Fair Market Value:		\$8,700.00		
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 604.445(2)										
Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)?		YES								
Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)?		YES								
Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2)?		YES								
Is the loan a collection account?	NO	Has the loan been extended or renewed?	N/A	How many times?	na	Extensions: Title-6 odd# periods; D/D & High Int Loans - 90 days		Are receipts filed?	YES	
VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:										
NRS 604A.445;604A.210										

# Title Loan Agreement

Date: 4/9/2015

Number: 10669-0160440

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0160440	
FIRST NAME Demesio	LAST NAME Caballero	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 2895 Congress Ave		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89121	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 (702) 431-8700		
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89109
VEHICLE IDENTIFICATION NUMBER (VIN) JNKAY01EX7M306924	LICENSE PLATE 260VSR		
VEHICLE YEAR 2007	VEHICLE MAKE Infinity	VEHICLE MODEL M35 Sport	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 \$7,000.00 ("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 11/05/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$3,395.18</b>	<b>\$7,000.00</b>	<b>\$10,395.18</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,485.03	5/9/2015 and each 30 days thereafter
1	\$1,485.00	11/5/2015

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 \$7,000.00

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

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

APP 003646  
 TM.TB.NV installment loan agreement.2.04.2014  
 ROA 002052



**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, 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 of the 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 in the 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 (i) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

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

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

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

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

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

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

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

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

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

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

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

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

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 filed 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

Demetrio Caballero      4-09-15  
Customer's Signature      Date

Eliana Benor      4-9-15  
Its Authorized Agent      Date

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

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10669-0160440

<b>Customer Name:</b> Demesio Caballero <b>Address:</b> 2895 Congress Ave Las Vegas, NV 89121  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 2550 S. Eastern Ave. Las Vegas, NV 89109  <b>Vehicle Information:</b> 2007 Infinity M35 Sport JNKAY01EX7M306924
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 04/09/2015 ("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	\$769.30	5/9/2015
2	\$769.30	6/8/2015
3	\$769.30	7/8/2015
4	\$769.30	8/7/2015
5	\$769.30	9/6/2015
6	\$769.30	10/6/2015
7	\$769.30	11/5/2015
8	\$1,000.00	12/5/2015
9	\$1,000.00	1/4/2016
10	\$1,000.00	2/3/2016
11	\$1,000.00	3/4/2016
12	\$1,000.00	4/3/2016
13	\$1,000.00	5/3/2016
14	\$1,000.00	6/2/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$12,385.10

**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

Demario Coballero 6-05-08-15  
Customer's Signature Date

[Signature] 6/8/15  
Its Authorized Agent Date

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

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

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669- 0100440  
Date: 4-9-2015

Customer Name: Demesio Caballero-Garcia  
Address: 2895 Congress Ave  
Las Vegas, Nevada 89121  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax  
Address:  
2550 S Eastern Ave  
Las Vegas, Nevada 89169

Vehicle Information: VIN: JNKAY01EX7M306924  
License Plate State and No: 260VSK Color: Grey Year: 2007 Make: Infiniti Model: M35 Sport 4D Sedan

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, Demesio Caballero-Garcia, 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: Demesio Caballero

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

APP 003654  
ROA 002060



# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
JRKAT01EX7N305924	2007	INFI	M35 SEDAN7	P40	NV006721309
DATE ISSUED	DOCUMENT NUMBER	PAID TYPE	SALES TAX PD	CURR WT	GEN WT
07/10/2014	17876	Q		3772	
VEHICLE COLOR	DOCUMENT BRAND			BRANDS	
	ACTUAL MILES			REBUILT	

**OWNER'S NAME AND ADDRESS**  
 CADALLERO CARLOS DINESTO  
 4612 VIA RENALDE  
 LAS VEGAS NV 89103-2632

**LIENHOLDER NAME AND ADDRESS**  
 TITLERAX OF NEVADA INC DBA TITLERAX  
 2550 S EASTERN AVE  
 LAS VEGAS NV 89104-1075

**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 PROVIDES THAT YOU STATE THE RELEASE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP, FOLLOWS NO OTHER WAY OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINE AND/OR IMPRISONMENT.  
 The information contained herein has been furnished to this title and has been considered by the following board:

Printed Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number \_\_\_\_\_

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

I certify to the best of my knowledge the information appearing in the above release of the vehicle interest was as an authorized representative of the owner.  
 The release is subject to the terms of the attached title.  
 The information appearing in the above release is true and correct.  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Seller/Transferor \_\_\_\_\_

I am aware of the above information and hereby make the following statement: \_\_\_\_\_ Nevada Driver's License Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

Signature of the Department of Motor Vehicles \_\_\_\_\_ Nevada Driver's License Number \_\_\_\_\_

Signature of the Department of Motor Vehicles \_\_\_\_\_ Nevada Driver's License Number \_\_\_\_\_

APR 003655

ALTERATION OR ERASURE VOID THIS TITLE

NEVADA 002056

### Ability to Pay Summary

Loan Number	10669
Customer Name	Demeo Caballero
Is Customer a Covered Borrower	No
Requested Loan Amount	\$7,000.00
Title Fee	\$0
MLV Amount	\$7,000
Gross Monthly Income	\$2,600.00
Current and Expected Monthly Obligations	\$630.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,970.00

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	9,286
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	7,000
Interest Rate		10.99%
Max Cash to Customer Amount	\$	7,000.00
Actual Cash to Customer Amount	\$	7,000.00
Title Fee Amount	\$	-
Total Loan Amount	\$	7,000

Amortized Loan Payment	\$1,485.03
Total Payback Amount	\$10,395.19
Minimum Payment to Extend	\$769.30
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,000.00

### CHOOSE YOUR 210 DAY LOAN TYPE

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

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

## Contact Information

4/9/2015

Company: Titlemax - Stores (314391)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: laura.farris@titlemax.biz

## Notes

## Vehicle Info For 2007 Infiniti M35 Sport 4D Sedan

MSRP: \$44,250	VIN: JNKAY01EX7M306924	Adj. State: National
Fin Adv: \$14,475	UVC: 2007400034	Mileage: 0
Equip Ret: \$49,170	MPG: 17/24	Mileage Cat: E
Tire Size: 245/40R19	Weight: 3916	Cylinders: 6
Base HP: 275 @ 6200	Fuel Type: Gas	Transmission: A
Taxable HP: 33.9	Wheelbase: 114.2	Drive Train: RWD
Model Number: 98217	End of Term 0	End of Term 0
	Months:	Mileage: 0
Price Includes: AT AC LTH SR 6CY		

## Wholesale Black Book values as of 4/9/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$14,500	\$11,700	\$8,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,500	\$11,700	\$8,700

## Trade In Black Book values as of 4/9/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$14,720	\$11,920	\$8,220
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,720	\$11,920	\$8,220

## Retail Black Book values as of 4/9/2015

APP 003657  
ROA 002063

	X-CL	Clean	Average	Rough
Base	N/A	\$17,700	\$14,575	\$10,925
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,700	\$14,575	\$10,925

## Residual Black Book values as of 4/9/2015

	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

Entertainment System +150  
 Navigation System +250

APP 003658  
 ROA 002064

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Demesio Caballero	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0160440  LOAN AGREEMENT DATE: 4/9/2015 4:51:40 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/08/2015 06:45:24 PM	
AMOUNT PAID: \$770.00		AGENT RECEIVING PAYMENT: Candice Bejarano	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	<u>\$26.34</u>
INTEREST PAID:	<u>\$743.66</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$770.00</u>
BALANCE DUE ON LOAN:	<u>\$6,973.66</u>
NEXT SCHEDULED DUE DATE:	<u>6/8/2015</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.

DEMESIO CABALLERO G.  
Printed Name

Demesio Caballero  
Signature

## Customer Application

## Personal Information

Date	4-9-15	State Issued ID Number	[REDACTED]	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	CABALLERO GARCIA	First Name	DEMESCO	Middle Name			
Home Phone	[REDACTED]	Cell Phone	[REDACTED]	Email Address (optional)			
	NOON	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)							
City	2885 CONGRESS AV	State	NV	Zip	89121	County	USA
Mailing Address (if different from physical address)							
City	SAME	State		Zip			

## Source of Income

Employer * (Source of Income)	[REDACTED]			Employer Address (Street Number & Name)	[REDACTED]		
	NORTH LAS VEGAS	State	LV	Zip	89030	Time at Job?	16 YEARS
Work Phone #	[REDACTED]	Title	BAKER	Supervisor	KEITH SARAN SUN		
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	Current and Expected Gross Monthly Income	Gross Monthly Obligations	Work Shift
<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				4-18-15	\$ 2400	\$ 630	10:00 PM to 6:00 AM
*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	WELLS FARGO	Phone #	
Address (Street Number & Name)		City	
		State	
		Zip	
Business Name	METRO	Phone #	
Address (Street Number & Name)		City	
		State	
		Zip	

## Personal

Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	Zip	[REDACTED]
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	Zip	[REDACTED]
Relationship to You	Demeco Caballero				
	GPDA				
	1st payment				
	Title w/le in				

## 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)						Next Payday		Current and Expected
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed								Work Shift
						Gross Monthly Income		Gross Monthly Obligations
						\$		\$
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding.								
Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no								
How did you hear about us? (Circle one.)								
Friend/Referral		Name of referrer?		Saw Store		Television		Yellow Pages
Internet		Billboard		Postcard		Other: _____		Repeat Customer

## ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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



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

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

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

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

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

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

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

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

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

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

NO

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



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

Danielo Caballero G.  
Applicant Signature

4-9-15  
Date

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

\_\_\_\_\_  
Date

**A - 70**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: VICTORIA JORDAN

Examiner:

VO

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10569-0141548	12/17/2014	\$7,020.00	7/15/2015	\$3,070.33	6&1	\$10,090.33	121.55%	YES

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

Is the loan secured? YES If so, what is the collateral? 2006 DODGE If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$2,017 Was the borrower's income verified? YES Paystub ☐ Affidavit ☐ Other:

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

NRS 604A.423(1a)

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

NRS 604A.408(1)

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

NRS 604A.423(1b)

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

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$11,700.00

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? NO Has the loan been extended or renewed? N/A How many times? NA Extensions: Title-6 odd# periods: D/D &amp; High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

MRS 604A 445 AND NRS 604A 210

Revised 10-15-2008

Confidential

APP 003665  
ROA 002071

# Title Loan Agreement

Date: 12/17/2014

Number: 10669-0141548

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0141548	
FIRST NAME Victoria	LAST NAME Jordan	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 3325 N Nellis Blvd Trailer 69		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89115	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 (702) 431-8700		
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89109
VEHICLE IDENTIFICATION NUMBER (VIN) 2b3ka73w96h517513	LICENSE PLATE 930TXF		
VEHICLE YEAR 2006	VEHICLE MAKE Dodge	VEHICLE MODEL Charger	COLOR black

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$7,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 07/15/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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

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**ROA 002072**

## FEDERAL TRUTH-IN-LENDING DISCLOSURE

<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>121.5462 %</b>	<b>\$3,070.33</b>	<b>\$7,020.00</b>	<b>\$10,090.33</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,441.47	1/16/2015 and each 30 days thereafter
1	\$1,441.51	7/15/2015

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

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

Itemization of Amount Financed of \$7,020.00  
 1. Amount given to you directly: \$7,000.00  
 2. Amount paid on your account: \$0.00  
 3. Amount paid to public officials: \$20.00  
 4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

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 ROA 002073

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

**Governing Law and Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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ROA 002075

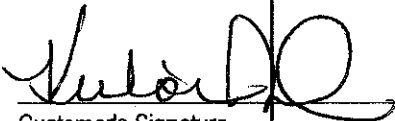
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and relevant third parties. The Arbitration Provision continues in full force and effect, even if your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

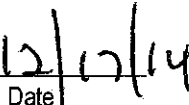
**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering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

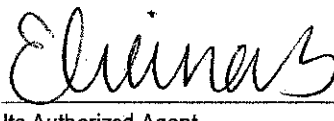
TitleMax of Nevada, Inc. d/b/a TitleMax



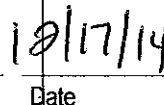
Customer's Signature



Date



Its Authorized Agent



Date

Co-Customer's Signature

Date



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

1/16/15

Account Number: 106690141548

Customer Name: Victoria Jordan Address: 3325 N Nellis Blvd Trailer 69 Las Vegas, NV 89115  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2006 Dodge Charger 2b3ka73w96h517513
--	---

**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 12/17/2014 ("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	\$701.30	1/16/2015
2	\$701.30	2/15/2015
3	\$701.30	3/17/2015
4	\$701.30	4/16/2015
5	\$701.30	5/16/2015
6	\$701.30	6/15/2015
7	\$701.30	7/15/2015
8	\$1,002.86	8/14/2015
9	\$1,002.86	9/13/2015
10	\$1,002.86	10/13/2015
11	\$1,002.86	11/12/2015
12	\$1,002.86	12/12/2015
13	\$1,002.86	1/11/2016
14	\$1,002.84	2/10/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$11,929.10

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

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

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

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

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

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

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

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

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

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

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

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

Victoria Jordan

Customer's Signature

11/15

Date

C. Beyarant

Its Authorized Agent

11/15

Date

Co-Borrower's Signature

Date

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

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669  
Date: 12-17-2014

01411548

Customer Name: Victoria Jordan  
Address: 3325 N. Nellis Blvd #69  
Las Vegas, NV 89115  
Co-Borrower Name:  
Address:

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

2550 S. Eastern Ave  
Las Vegas, NV 89169

Vehicle Information: VIN: 2B3KA73W96H517513  
License Plate State and No: 930-TXF Color: Black Year: 2006 Make: Dodge Model: Charger SRT-8

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 Title Max, 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.

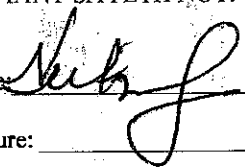
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

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, Victoria Jordan, 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 2B3KA73W96H517513	YEAR 2006	MAKE DODG	MODEL CHARGER SR	VEHICLE BODY P4D	TITLE NUMBER NV007536258
DATE ISSUED 02/05/2015	ODOMETER MILES 80893	FUEL TYPE G	SALES TAX PD	EMPTY WT 4088	GROSS WT GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
ACTUAL MILES					

### OWNER(S) NAME AND ADDRESS

JORDAN VICTORIA  
3325 N NELLIS BLVD TRLR 69  
LAS VEGAS NV 89115-2816

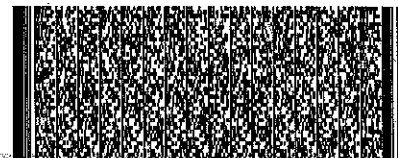
### LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC D/B/A TITLEMAX  
2550 S EASTERN AVE  
LAS VEGAS NV 89169-1815

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.

ODOMETER READING ☐ NO TENTHS ☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
☐ Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐ Dealer's License Number Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

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

CONTROL NO.

23905216

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

APP 003676

ALTERATION OR ERASURE VOIDS THIS TITLE

### Ability to Pay Summary

Loan Number	10669
Customer Name	Victoria Jordan
Is Customer a Covered Borrower	No
Requested Loan Amount	\$6,000.00
Title Fee	\$20
MLV Amount	\$9,000
Gross Monthly Income	\$2,017.00
Current and Expected Monthly Obligations	\$315.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	9.99%
Add-On to Current Loan or Multi-Car	Multi-Car
Residual Monthly Income	\$1,702.00

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	8,288
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	9,020
Interest Rate		9.99%
Max Cash to Customer Amount	\$	8,268.00
Actual Cash to Customer Amount	\$	7,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	7,020

Amortized Loan Payment	\$1,441.47
Total Payback Amount	\$10,090.30
Minimum Payment to Extend	\$701.30
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,002.86

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 9.99%

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%

APP 003677  
ROA 002083

<b>Contact Information</b>		<b>1/13/2015</b>																								
Company: Titlemax (314391) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz		Telephone: 404-542-6618 Fax:																								
<b>Notes</b>																										
<b>Vehicle Info For 2006 Dodge Charger SRT-8 4D Sedan</b>																										
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">MSRP: \$35,320</td> <td style="width: 33%;">VIN: 2B3KA73W96H517513</td> <td style="width: 33%;">Adj. State: National</td> </tr> <tr> <td>Fin Adv: \$14,000</td> <td>UVC: 2006240726</td> <td>Mileage: 0</td> </tr> <tr> <td>Equip Ret: \$39,255</td> <td>MPG: 14/20</td> <td>Mileage Cat: D</td> </tr> <tr> <td>Tire Size: 245/45ZR20</td> <td>Weight: 4160</td> <td>Cylinders: 8</td> </tr> <tr> <td>Base HP: 425 @ 6200</td> <td>Fuel Type: Gas</td> <td>Transmission: A</td> </tr> <tr> <td>Taxable HP: 53.7</td> <td>Wheelbase: 120.0</td> <td>Drive Train: RWD</td> </tr> <tr> <td>Model Number: LXDX48</td> <td>End of Term Months: 0</td> <td>End of Term Mileage: 0</td> </tr> <tr> <td colspan="3">Price Includes: AT AC EW</td> </tr> </table>			MSRP: \$35,320	VIN: 2B3KA73W96H517513	Adj. State: National	Fin Adv: \$14,000	UVC: 2006240726	Mileage: 0	Equip Ret: \$39,255	MPG: 14/20	Mileage Cat: D	Tire Size: 245/45ZR20	Weight: 4160	Cylinders: 8	Base HP: 425 @ 6200	Fuel Type: Gas	Transmission: A	Taxable HP: 53.7	Wheelbase: 120.0	Drive Train: RWD	Model Number: LXDX48	End of Term Months: 0	End of Term Mileage: 0	Price Includes: AT AC EW		
MSRP: \$35,320	VIN: 2B3KA73W96H517513	Adj. State: National																								
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<b>Wholesale Black Book values as of 1/13/2015</b>																										
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>																						
<b>Base</b>	N/A	\$14,050	\$12,900	\$11,700																						
<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	\$14,050	\$12,900	\$11,700																						
<b>Trade In Black Book values as of 1/13/2015</b>																										
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>																						
<b>Base</b>	N/A	\$14,140	\$12,990	\$11,055																						
<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	\$14,140	\$12,990	\$11,055																						
<b>Retail Black Book values as of 1/13/2015</b>																										

APP 003678

ROA 002084 2015



	X-CL	Clean	Average	Rough
Base	N/A	\$17,125	\$15,775	\$14,075
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,125	\$15,775	\$14,075

## Residual Black Book values as of 1/13/2015

	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

Power Sunroof +250

APP 003679

ROA 002085 2015

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Victoria Jordan
LOAN AGREEMENT IDENTIFICATION NO. 10669-0141548		DATE/TIME OF RECEIPT OF PAYMENT: 04/27/2015 05:40:39 PM
LOAN AGREEMENT DATE: 12/17/2014 3:33:57 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$676.05	AGENT RECEIVING PAYMENT: Izabela Cheptea	

## TODAY'S PAYMENT ITEMIZATION

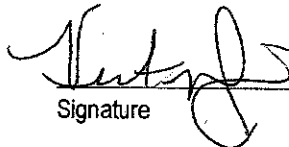
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$676.05
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$676.05
BALANCE DUE ON LOAN:	\$7,232.45
NEXT SCHEDULED DUE DATE:	5/16/2015

- ☐ 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.

Victoria Jordan

Printed Name



Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Victoria Jordan
LOAN AGREEMENT IDENTIFICATION NO. 10669-0141548  LOAN AGREEMENT DATE: 12/17/2014 3:33:57 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 06:41:46 PM
AMOUNT PAID: \$676.10	AGENT RECEIVING PAYMENT: Eliana Bravo	

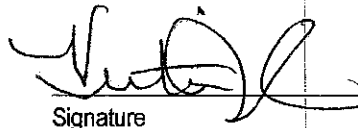
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$676.10
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$676.10
BALANCE DUE ON LOAN:	\$7,209.92
NEXT SCHEDULED DUE DATE:	4/16/2015

- ☐ 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.

Victoria Jordan  
Printed Name

  
Signature

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

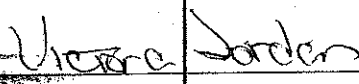
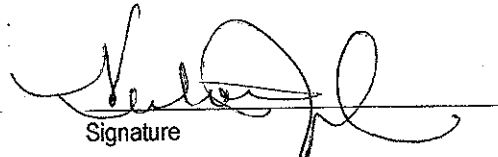
NAME AND ADDRESS OF THE LICENSEE: 1711 Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Victoria Jordan	
LOAN AGREEMENT IDENTIFICATION NO: 0669-0141548		DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 04:48:30 PM	
LOAN AGREEMENT DATE: 12/17/2014 3:33:57 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$684.00	AGENT RECEIVING PAYMENT: Eliana Bravo		

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$684.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$684.00
BALANCE DUE ON LOAN:	\$7,052.23
NEXT SCHEDULED DUE DATE:	3/17/2015

- ☐ 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.

Victoria Jordan  
 Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Victoria Jordan
LOAN AGREEMENT IDENTIFICATION NO. 10669-0141548  LOAN AGREEMENT DATE: 12/17/2014 3:33:57 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/06/2015 05:36:57 PM
AMOUNT PAID: \$720.30	AGENT RECEIVING PAYMENT: Candice Bejarano	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	<u>\$252.77</u>
INTEREST PAID:	<u>\$467.53</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$720.30</u>
BALANCE DUE ON LOAN:	<u>\$6,767.23</u>
NEXT SCHEDULED DUE DATE:	<u>2/15/2015</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.

Victoria Jordan

Printed Name

[Signature]

Signature

# Customer Application

## Personal Information

Date	12/17/14	State Issued ID Number	[REDACTED]	Date of Birth	[REDACTED]	Social Security Number	[REDACTED]
Last Name	JORDAN	First Name	VICTORIA	Middle Name	MARIE		
Home Phone	[REDACTED]	Cell Phone	[REDACTED]	Email Address (optional)	[REDACTED]		
Best time to call?	anytime 9-5pm	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)							
3333 N. VELLS BL. #69						Apt #	69
City		LAS VEGAS		State	NV	Zip	89115
County		CC					
Mailing Address (if different from physical address)							
SAME							
City				State		Zip	

## Source of Income

Employer * (Source of Income)		Employer Address (Street Number & Name)					
[REDACTED]							
City	[REDACTED]	State		Zip		Time at Job?	15yrs
Work Phone #		Title		Supervisor			
Pay Frequency: (check one)				Next Payday	Current and Expected	Gross Monthly Obligations	Work Shift
<input type="checkbox"/> 1st & 15th of month <input type="checkbox"/> 15th & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1st day) <input checked="" type="checkbox"/> Monthly (3rd day) <input type="checkbox"/> Self-Employed				JAN 3	\$ 2017	\$ 315	N/A
*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	GELO INSURANCE	Phone #	
Address (Street Number & Name)		City	
Business Name	RENT PHONE	Phone #	
Address (Street Number & Name)		City	

## Personal

N	[REDACTED]
R	[REDACTED]
M	[REDACTED]
R	[REDACTED]
M	[REDACTED]
R	[REDACTED]
M	[REDACTED]
R	[REDACTED]

Victoria Jordan  
1000-0141548  
THE w/lein

## 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	
						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	
Internet		Billboard		Postcard		Yellow Pages	
				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 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.

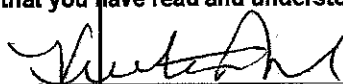
Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You 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:**

NO

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



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



Applicant Signature

12/17/14

Date

Co-Applicant Signature

Date

**A - 71**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: ADRIANA DIAZ

Examiner:

NO

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10669-0131268	11/19/2014	\$5,020.00	5/18/2015	\$2,434.83	6&1	\$1,064.98	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? 2003 MERZ

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

What is the borrower's expected gross monthly income? \$1,500

Was the borrower's income verified? YES

Paystub ☐Affidavit ☐Other: ☐

(Applies to Deferred Deposit Only)

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

N/A

NRS 604A.425(1a)

(Applies to D/D Loans)

Does the original term of the D/D Loan not exceed 35 days?

N/A

NRS 604A.408(1)

(Applies to High-Interest Loans Only)

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

N/A

NRS 604A.425(1b)

(Applies High-Int Loans)

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

N/A

NRS 604A.408(1)

(Applies to Title Loans Only)

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

NO

Fair Market Value:

\$8,825.00

NRS 604A.450(1)

(Applies to Title Loans Only)

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

NO

NRS 604A.445(1)

(Applies to Title Loans Only)

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

NO

NRS 604A.445(2)

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

YES

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

YES

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

YES

Is the loan a collection account?

NO

Has the loan been extended or renewed?

NO

How many times?

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:

NRS 604A 445 AND 604A 210RP VIO

Revised 10-15-2008

Confidential

APP 003689  
ROA 002095

# Title Loan Agreement

Date: 10/20/2014

Number: 10669-0131268

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0131268	
FIRST NAME Adriana	LAST NAME Diaz-torres	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 3125 Jansen Ave.		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89101	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 (702)431-8700	
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) wdbtr40j03a498753		LICENSEE ZIP CODE 89109	
VEHICLE YEAR 2003		VEHICLE MAKE mercedez	VEHICLE MODEL c230k
		COLOR black	

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$5,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 05/18/2015 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.

## FEDERAL TRUTH-IN-LENDING DISCLOSURE

**ANNUAL  
PERCENTAGE RATE**The cost of your credit as a  
yearly rate.**133.7129%****FINANCE CHARGE**The dollar amount the credit  
will cost you.**\$2,434.83****Amount Financed**The amount of credit  
provided to you or on your  
behalf.**\$5,020.00****Total of Payments**The amount you will have  
paid after you have made all  
payments as scheduled.**\$7,454.83**

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,064.98	11/19/2014 and each 30 days thereafter
1	\$1,064.95	5/18/2015

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 \$5,020.00

1. Amount given to you directly: \$5,000.00
2. Amount paid on your account: \$0.00
3. Amount paid to public officials: \$20.00
4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

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

**Right to Rescind and Prepayment.**

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

**Grace Period.**

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

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

APP 003691  
 TM, TB, NV, installment loan agreement 2.04.2014  
 ROA 002097

**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 (i) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for 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 into this Arbitration Provision:

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

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

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

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

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

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

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

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

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

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

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

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

Customer's Signature

Date

Its Authorized Agent

Date

Co-Customer's Signature

Date



Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669  
Date: 10-20-2014

Customer Name: ADRIANA DIAZ  
Address: 3125 JANSEN AVE  
LAS VEGAS NV 89101  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:  
2550 S Eastern ave  
Las Vegas NV 89169

Vehicle Information: VIN: WDBRF40J03A498753  
License Plate State and No: 685 LHE Color: BLK Year: 2003 Make: MERC Model:

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 Of Nevada, 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 B, 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, ADRIANA DIAZ, 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: \_\_\_\_\_

### Ability to Pay Summary

Loan Number	
Customer Name	adriana diaz
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$20
MLV Amount	\$5,000
Gross Monthly Income	\$1,500.00
Current and Expected Monthly Obligations	\$200.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	10.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,300.00

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	6,127
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

MLV 210 Day Multi-Car 10.99%

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%

<b>Contact Information</b>	<b>10/20/2014</b>
Company: Titlemax (314391) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz	Telephone: 404-542-6618 Fax:

<b>Notes</b>

<b>Vehicle Info For 2003 Mercedes-Benz C Class C230 4D Sport Sedan</b>		
MSRP: \$27,990	VIN: WDBRF40J3	Adj. State: National
Fin Adv: \$6,375	UVC: 2003560122	Mileage: 0
Equip Ret: \$34,580	MPG: 21/31	Mileage Cat: D
Tire Size: 205/45ZR17	Weight: 3185	Cylinders: 4
Base HP: 189 @ 5800	Fuel Type: Gas	Transmission: A
Taxable HP: 16.7	Wheelbase: 106.9	Drive Train: RWD
Model Number: C230K	End of Term 0	End of Term 0
	Months:	Mileage:
Price Includes: AT AC CD LTH SR		

<b>Wholesale Black Book values as of 10/20/2014</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$6,450	\$4,450	\$2,350
<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	\$6,450	\$4,450	\$2,350

<b>Trade In Black Book values as of 10/20/2014</b>				
	<b>X-CL</b>	<b>Clean</b>	<b>Average</b>	<b>Rough</b>
<b>Base</b>	N/A	\$6,570	\$4,570	\$2,255
<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	\$6,570	\$4,570	\$2,255

<b>Retail Black Book values as of 10/20/2014</b>				
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	X-CL	Clean	Average	Rough
Base	N/A	\$8,875	\$6,425	\$3,775
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,875	\$6,425	\$3,775

## Residual Black Book values as of 10/20/2014

	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

w/o Auto Trans -650  
w/o Leather -200  
w/o Sunroof -600

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ROA 002104

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Adriana Diaz-torres
LOAN AGREEMENT IDENTIFICATION NO. 10669-0137213		DATE/TIME OF RECEIPT OF PAYMENT: 03/19/2015 06:35:49 PM
LOAN AGREEMENT DATE: 10/20/2014		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$500.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$13.69
INTEREST PAID:	\$486.31
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,948.96
NEXT SCHEDULED DUE DATE:	4/18/2015

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

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

Adriana Diaz  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Adriana Diaz-torres
LOAN AGREEMENT IDENTIFICATION NO. 10669-0137213		DATE/TIME OF RECEIPT OF PAYMENT: 02/21/2015 10:23:12 AM
LOAN AGREEMENT DATE: 10/20/2014		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$500.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

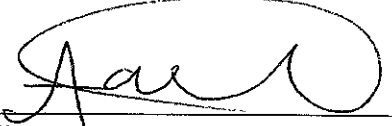
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$500.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$5,019.29
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.

Adriana Diaz  
Printed Name

  
Signature

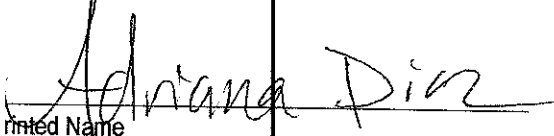
# Customer Receipt/Repayment Plan Receipt (210 day loan)

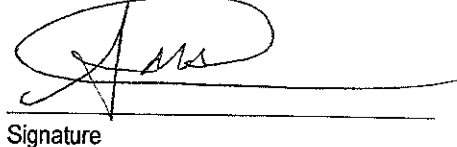
NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Adriana Diaz-torres
LOAN AGREEMENT IDENTIFICATION NO. 10669-0137213  LOAN AGREEMENT DATE: 10/20/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/03/2015 04:31:27 PM
AMOUNT PAID: \$501.00	AGENT RECEIVING PAYMENT: Candice Bejarano	

TODAY'S PAYMENT ITEMIZATION	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$501.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$501.00
BALANCE DUE ON LOAN:	\$5,221.83
NEXT SCHEDULED DUE DATE:	2/17/2015

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

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

  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Adriana Diaz-torres
LOAN AGREEMENT IDENTIFICATION NO. 10669-0137213  LOAN AGREEMENT DATE: 10/20/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/19/2014 02:31:03 PM
AMOUNT PAID: \$500.00	AGENT RECEIVING PAYMENT: Eliana Bravo	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$3.85
INTEREST PAID:	\$496.15
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,962.65
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.

Adriana Diaz

Printed Name

Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Adriana Diaz-torres	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0131268  LOAN AGREEMENT DATE: 10/20/2014 12:42:58 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 11/19/2014 03:52:01 PM	
AMOUNT PAID: \$555.00	AGENT RECEIVING PAYMENT: Candice Bejarano		

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$3.30
INTEREST PAID:	\$551.70
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$555.00
BALANCE DUE ON LOAN:	\$5,016.70
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.

Adriana Diaz

Signature

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN: **WDRF401034A08753** YEAR: **2003** MAKE: **NISSAN** MODEL: **QUEST** TITLE NUMBER: **NV007300000**  
 DATE SOLD: **11/14/2014** DISPOSITION: **EXEMPT** GROSS TYPE: **5** SALES TAX: **PAID** GROSS WT: **EXEMPT** GROSS WT: **EXEMPT**  
 VEHICLE COLOR: **EXEMPT** DISPOSITION: **EXEMPT**

### OWNER'S NAME AND ADDRESS

**DIAZ TORRES ROSA MARIA**  
**3401 N WALNUT RD UNIT 75**  
**LAS VEGAS NV 89111-0423**

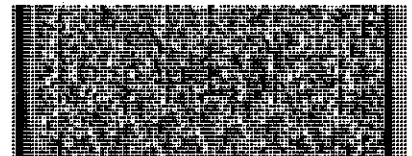
### LESSOR'S NAME AND ADDRESS

**TITLEMAX OF NEVADA INC DBA TITLEMAX**  
**2500 S EASTERN AVE**  
**LAS VEGAS NV 89109-1015**

LESSOR'S 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 RELEASE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINE AND/OR IMPRISONMENT.

Printed Full Legal Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number ☐ YES ☐ NO

Printed Full Legal Name of Seller \_\_\_\_\_ Nevada Driver's License Number or Identification Number \_\_\_\_\_

I hereby certify that all the information on this certificate is true and correct to the best of my knowledge and belief. I am not aware of any other persons having an interest in this vehicle. I am not aware of any other persons having an interest in this vehicle. I am not aware of any other persons having an interest in this vehicle.

Signature of Buyer \_\_\_\_\_ Printed Name of Buyer \_\_\_\_\_

Signature of Seller \_\_\_\_\_ Printed Name of Seller \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Printed Name of Agent \_\_\_\_\_

RECORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR  
 VEHICLES, THE INFORMATION ALREADY ENTERED ON THE CERTIFICATE OF  
 TITLE IS HEREBY RELEASED TO THE PUBLIC.

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

20034010

PRINTED NAME OF TITLE NO.

ALTERATION OR ERASURE VOIDS THIS TITLE

003701  
 ROA 002110

# Customer Application

10/20/14

## Personal Information

Date <u>Sept 2, 2014</u>	State Issued ID Number <u>NV</u>	Date of Birth [Redacted]	Social Security # [Redacted]
Last Name <u>Diaz</u>	First Name <u>Adriana</u>	Middle Name <u>Torres</u>	
Home Phone [Redacted]	Cell Phone [Redacted]	Email Address (optional) [Redacted]	
Best time to call? <u>Any 9am-7pm</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>3125 Jansen Ave</u>			
City <u>Las Vegas</u>	State <u>NV</u>	Zip <u>89101</u>	Apt # <u>Clark</u>
Mailing Address (if different from physical address) <u>SAME</u>			
City	State	Zip	

## Source of Income

Employer * (Source of Income) [Redacted]	Employer Address (Street Number & Name) [Redacted]
City <u>Las Vegas</u>	State <u>NV</u> Zip <u>89131</u>
Work Phone # [Redacted]	Title <u>Manager</u> Supervisor <u>Lavonne</u>
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed	Next Payday <u>9/5/14</u>
	Current and Expected Gross Monthly Income <u>\$1,500<sup>00</sup></u> Gross Monthly Obligations <u>\$200</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 type="checkbox"/> no	

## Credit References

Business Name <u>Viterra Inc</u>	Phone # <u>702-220-4040</u>
Address (Street Number & Name) <u>2501 E Lake Mead</u>	City <u>Las Vegas</u> State <u>NV</u> Zip <u>89030</u>
Business Name <u>LV Inc</u>	Phone #
Address (Street Number & Name)	City State Zip

adriana diaz-torres-  
 10669-0137213  
 Last Receipt  
 \$  
 Title Wein

## 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%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> 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.

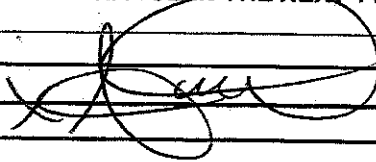
**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**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.**

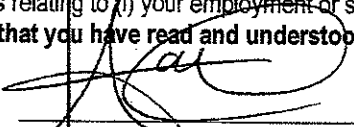
Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You 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 or source of income, and current and

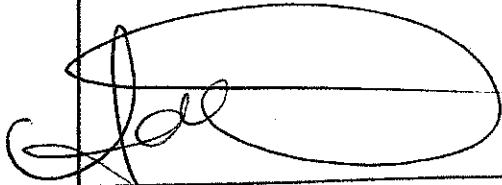
expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all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

  
\_\_\_\_\_  
Applicant Signature

9/2/14  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
applicant

10/20/14  
\_\_\_\_\_  
Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

11/19/14

Account Number: 10669-0131268

Customer Name: Adriana Diaz-torres Address: 3125 Jansen Ave. Las Vegas, NV 89101  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2003 mercedes c230k wdbf40j03a498753
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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 10/20/2014 ("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	\$551.70	11/19/2014
2	\$551.70	12/19/2014
3	\$551.70	1/18/2015
4	\$551.70	2/17/2015
5	\$551.70	3/19/2015
6	\$551.70	4/18/2015
7	\$551.70	5/18/2015
8	\$717.14	6/17/2015
9	\$717.14	7/17/2015
10	\$717.14	8/16/2015
11	\$717.14	9/15/2015
12	\$717.14	10/15/2015
13	\$717.14	11/14/2015
14	\$717.16	12/14/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,881.90

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

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

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

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

Any comments or questions may be directed to Customer Service at 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

11/18/14

Its Authorized Agent

Date

C. Beyano

11/18/14

Co-Borrower's Signature

Date

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

**A - 72**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 2550 S. EASTERN AVE LAS VEGAS NV 89169

Exam as of: 5/4/2015

Borrower Name &amp;

Address: MARILLOU YADAO

Examiner:

WP

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10669-0142495	12/22/2014	\$10,000.00	7/20/2015	\$4,373.64	6&1	2053.33/2053.36	121.55%	YES

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

Is the loan secured? YES If so, what is the collateral? 2006 MERZ

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

What is the borrower's expected gross monthly income?

\$4,000

Was the borrower's income verified?

YES

Paystub

☐

Affidavit

☒

Other:

(Applies to Deferred Deposit Only)

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

N/A

(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:

\$9,000.00

(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?

N/A

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

Are receipts filed?

YES

VIOLATIONS/TECHNICAL EXCEPTIONS/OTHER COMMENTS:

NRS 604A.445; NRS 604A.210

## Title Loan Agreement

Date: 12/22/2014

Number: 10669-0142495

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0142495	
FIRST NAME Marilou	LAST NAME Yadao	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 4141 Gannett Cir Unit 393		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89103	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 (702)431-8700		
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89109
VEHICLE IDENTIFICATION NUMBER (VIN) 4JGBB75E16A062523	LICENSE PLATE LVHW18		
VEHICLE YEAR 2006	VEHICLE MAKE MERCEDES-BENZ	VEHICLE MODEL ML500	COLOR SILVER

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$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 0.333% from the date of this Loan Agreement until 07/20/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>121.545 %</b>	<b>\$4,373.64</b>	<b>\$10,000.00</b>	<b>\$14,373.64</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$2,053.38	1/21/2015 and each 30 days thereafter
1	\$2,053.36	7/20/2015

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.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5366.

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 TM.TB.NV installment loan agreement.2.04.2014

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

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

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

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms of the 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 in the 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 (i) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

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

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

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

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

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

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

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

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

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

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

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

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



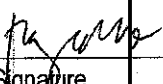
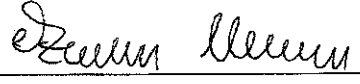
8. This Arbitration Provision is binding upon and binds you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations 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 filed 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	<u>12/22/14</u> _____ Date	 _____ Its Authorized Agent	<u>12/22/14</u> _____ Date
_____ Co-Customer's Signature	_____ Date		

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 1-21-2015

Account Number: 10669-0142495

Customer Name: Marilou Yadao Address: 4141 Gannett Cir Unit 393 Las Vegas, NV 89103  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 2550 S. Eastern Ave. Las Vegas, NV 89109  Vehicle Information: 2006 MERCEDES-BENZ ML500 4JGBB75E16A06252
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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 12/22/2014 ("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	\$999.00	1/21/2015
2	\$999.00	2/20/2015
3	\$999.00	3/22/2015
4	\$999.00	4/21/2015
5	\$999.00	5/21/2015
6	\$999.00	6/20/2015
7	\$999.00	7/20/2015
8	\$1,428.57	8/19/2015
9	\$1,428.57	9/18/2015
10	\$1,428.57	10/18/2015
11	\$1,428.57	11/17/2015
12	\$1,428.57	12/17/2015
13	\$1,428.57	1/16/2016
14	\$1,428.58	2/15/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$16,993.00

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

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

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

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

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

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

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

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

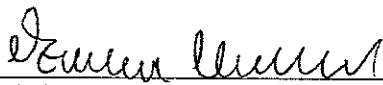
Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

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

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

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

 1/21/15  
Customer's Signature Date

 1/21/15  
Its Authorized Agent Date

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

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

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 10669-  
Date: 12-22-2014

0142495

Customer Name: Marilou Yadao  
Address: 4141 Gannet Cir unit 393  
Las Vegas, Nevada 89103  
Co-Borrower Name:  
Address:

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

Vehicle Information: VIN: 4JGBB75E16A062523  
License Plate State and No: LVHW18 Color: Silver Year: 2006 Make: Merz Model: ML500

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 B, 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.

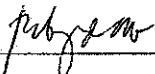
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

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, Marilou Yadao, 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 4JGBB75E16A062523	YEAR 2006	MAKE MERZ	MODEL ML500	VEHICLE BODY T4W	TITLE NUMBER NV007488027
DATE ISSUED 01/14/2015	ODOMETER MILES 81800	FUEL TYPE G	SALES TAX PD	EMPTY WT 4743	GROSS WT 5999
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	GVWR

### OWNER(S) NAME AND ADDRESS

YADAO ALFONSO V  
YADAO MARILOU MENDEZ  
4141 GANNET CIR UNIT 393  
LAS VEGAS NV 89103-6334

OR

### LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
2550 S EASTERN AVE  
LAS VEGAS NV 89169-1815

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.

ODOMETER READING ☐ NO TENTHS

☐ ☐

The mileage stated is in excess of its mechanical limits.

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

Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

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

Dealer's License Number

Date of Sale

Signature of Buyer

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

Printed Full Legal Name of Buyer

CONTROL NO

23514940

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

APP 003725

PCA 002434

ALTERATION OR ERASURE VOIDS THIS TITLE

### Ability to Pay Summary

Loan Number	10669
Customer Name	Input
Is Customer a Covered Borrower	No
Requested Loan Amount	\$0.00
Title Fee	\$20
MLV Amount	\$10,000
Gross Monthly Income	\$4,000.00
Current and Expected Monthly Obligations	\$500.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	9.99% ###
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,500.00

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	10,020
Interest Rate		9.99%
Max Cash to Customer Amount	\$	10,000.00
Actual Cash to Customer Amount	\$	10,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	10,020

Amortized Loan Payment	\$2,057.49
Total Payback Amount	\$14,402.40
Minimum Payment to Extend	\$1,001.00
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,431.43

### CHOOSE THIS CASEWISE LOAN TYPE

RV 210 Day Multi-Car 9.99%

APP 003726  
ROA 002132



## Contact Information

12/22/2014

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

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2006 Mercedes-Benz M Class ML500 4D Utility

MSRP: \$48,500	VIN: 4JGBB75E16A062523	Adj. State: National
Fin Adv: \$14,175	UVC: 2006560107	Mileage: 0
Equip Ret: \$54,415	MPG: 14/19	Mileage Cat: E
Tire Size: 255/55R18	Weight: 4743	Cylinders: 8
Base HP: 302 @ 5600	Fuel Type: Gas	Transmission: A
Taxable HP: 46.5	Wheelbase: 114.7	Drive Train: AWD
Model Number: ML500	End of Term 0	End of Term 0
	Months:	Mileage:
Price Includes: AT AC LTH SR		

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

	X-CL	Clean	Average	Rough
Base	N/A	\$13,150	\$10,750	\$7,950
Options	N/A	\$1,050	\$1,050	\$1,050
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,200	\$11,800	\$9,000

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

	X-CL	Clean	Average	Rough
Base	N/A	\$13,340	\$10,940	\$7,550
Options	N/A	\$1,050	\$1,050	\$1,050
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,390	\$11,990	\$8,600

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

	X-CL	Clean	Average	Rough
Base				

APP 003727  
 ROA 002133

	X-CL	Clean	Average	Rough
	N/A	\$16,250	\$13,550	\$10,075
Options	N/A	\$1,050	\$1,050	\$1,050
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,300	\$14,600	\$11,125

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

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

## Black Book Add/Deducts

- ✓ Appearance Package +400
- ✓ Navigation System +150
- ✓ Sport Package +500
- w/o Sunroof -300

APP 003728

ROA 002134

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Marilou Yadao
LOAN AGREEMENT IDENTIFICATION NO. 10669-0142495  LOAN AGREEMENT DATE: 12/22/2014 3:48:50 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/22/2015 12:08:57 PM
AMOUNT PAID: \$1,000.00	AGENT RECEIVING PAYMENT: Candice Bejarano	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	<u>\$0.00</u>
INTEREST PAID:	<u>\$1,000.00</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$1,000.00</u>
BALANCE DUE ON LOAN:	<u>\$10,019.00</u>
NEXT SCHEDULED DUE DATE:	<u>5/21/2015</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.

marilou yadao  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Marilou Yadao
LOAN AGREEMENT IDENTIFICATION NO. 10669-0142495		DATE/TIME OF RECEIPT OF PAYMENT: 03/23/2015 01:50:33 PM
LOAN AGREEMENT DATE: 12/22/2014 3:48:50 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$1,000.00	AGENT RECEIVING PAYMENT: Autum Gold	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$1,000.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,000.00
BALANCE DUE ON LOAN:	\$10,020.10
NEXT SCHEDULED DUE DATE:	4/21/2015

- ☐ 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.

Marilou Yadao  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Marilou Yadao	
LOAN AGREEMENT IDENTIFICATION NO. 10669-0142495		DATE/TIME OF RECEIPT OF PAYMENT: 02/21/2015 12:19:42 PM	
LOAN AGREEMENT DATE: 12/22/2014 3:48:50 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$1,010.00		AGENT RECEIVING PAYMENT: Candice Bejarano	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$1,010.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,010.00
BALANCE DUE ON LOAN:	\$10,021.20
NEXT SCHEDULED DUE DATE:	3/22/2015

☒ **Account paid in full by rescission.**

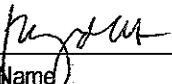
☒ **Account paid in full.**

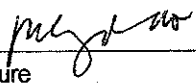
☒ **Title Returned Upon Payment in Full.** By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.

☐ **Repayment Plan Agreement.**

☐ **Grace Period Plan Agreement.**

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

  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #7 Eastern Ave 2550 S. Eastern Ave. Las Vegas, NV 89109		PAYMENT MADE ON BEHALF OF OR BY: Marilou Yadao
LOAN AGREEMENT IDENTIFICATION NO. 10669-0142495  LOAN AGREEMENT DATE: 12/22/2014 3:48:50 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/21/2015 11:24:24 AM
AMOUNT PAID: \$1,000.00	AGENT RECEIVING PAYMENT: Izabela Cheptea	

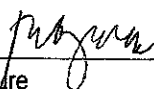
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$1.00
INTEREST PAID:	\$999.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,000.00
BALANCE DUE ON LOAN:	\$9,999.00
NEXT SCHEDULED DUE DATE:	2/20/2015

- ☐ 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 MARILOU YADAO

Signature 

## Customer Application

## Personal Information

Date	12/22/14	State Issued ID Number	LAS VEGAS NV	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	YADDAU	First Name	MARILYN	Middle Name	M.		
Home Phone		Cell Phone	[REDACTED]	Email Address (optional)**	N/A		
Best time to call?	ANYTIME	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)							
4141 CANNETT CN						Apt #	393
City	LAS VEGAS	State	NV	Zip	89103	County	U.S.A.
Mailing Address (If different from physical address)							
SAME AS ABOVE							
City		State		Zip			

## Source of Income

Employer # (Source of Income)	[REDACTED]	Employer Address (Street Number & Name)	1505 NORTH MOHAWK STREET				
City	LAS VEGAS	State	NV	Zip	89101	Time at Job?	[REDACTED]
Work Phone	[REDACTED]	Title	Pre-Planning Analyst		Supervisor	VINCE STANOS	
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	Current and Expected Gross Monthly Income	Gross Monthly Obligations	Work Shift
				1/2/15	\$4000-	\$500	4 gvr.
*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 a written agreement <input type="checkbox"/> oral understanding <input type="checkbox"/> Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no							

Marilou Yaddau  
10600-01424015  
Need title w/in

## 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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Current and Expected</th> <th>Work Shift</th> </tr> <tr> <td>Gross Monthly Income</td> <td>Gross Monthly Obligations</td> <td></td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> <td></td> </tr> </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 income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no How did you hear about us? (Circle one.)																				
<table style="width: 100%;"> <tr> <td>Friend/Referral</td> <td>Name of referrer? _____</td> <td>Saw Store</td> <td>Television</td> <td>Yellow Pages</td> <td>Repeat Customer</td> </tr> <tr> <td></td> <td>Internet</td> <td>Billboard</td> <td>Postcard</td> <td>Other: _____</td> <td></td> </tr> </table>									Friend/Referral	Name of referrer? _____	Saw Store	Television	Yellow Pages	Repeat Customer		Internet	Billboard	Postcard	Other: _____	
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:** NO

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

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

  
Applicant Signature

12/22/14  
Date

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

\_\_\_\_\_  
Date

**A - 73**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: Tilemax

Exam Start

Date: 5/15/2015

Licensee Address: 2555 S Eastern Avenue, Las Vegas, NV 89109

Exam as of: 5/15/2015

Borrower Name &amp;

Address: Canetia Woods 1315 Morgan Avenue, Las Vegas, NV 89106

Examiner: Kelvin Lam

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10669-0154453	3/5/2015	\$2,000.00	10/1/2015	\$1,465.55	7	\$3,465.55	194.55%	YES

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

Is the loan secured? YES If so, what is the collateral? 2000 Dodge Ram 1500 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,313 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(1a)

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

NRS 604A.408(1)

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

NRS 604A.425(1b)

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

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$5,450.00

NRS 604A.450(1)

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

NRS 604A.445(1)

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

NRS 604A.445(2)

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

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

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

Is the loan a collection account? YES Has the loan been extended or renewed? NO 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:

604A.210 and 604A.445, Grace Period Payments Deferment Agreement \$4,238.60

Revised 10-15-2008

Confidential

APP 003738  
ROA 002144

## Title Loan Agreement

Date: 3/5/2015

Number: 10669-0154453

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 10669-0154453	
FIRST NAME Canetia	LAST NAME Woods	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 1315 Morgan Ave		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89106	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 (702)431-8700	
LICENSEE STREET ADDRESS 2550 S. Eastern Ave.		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 3B7HC13Z0YG130619		LICENSEE ZIP CODE 89109	
VEHICLE YEAR 2000		VEHICLE MAKE Dodge	VEHICLE MODEL Ram 1500
		COLOR Red	

**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 \$2,000.00 ("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 0.533% from the date of this Loan Agreement until 10/01/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

## 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>\$1,465.55</b>	<b>\$2,000.00</b>	<b>\$3,465.55</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$495.08	4/4/2015 and each 30 days thereafter
1	\$495.07	10/1/2015

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 \$2,000.00

1. Amount given to you directly: \$2,000.00
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 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 of 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) 804-5369.