

STATE OF NEVADA  
COUNTY OF Clark

Affidavit

Title Loan Agreement No.: 13869-0196 ~~76~~ ~~8~~  
Date: 1/17/2015

Customer Name: Brandon J Ephrem  
Address: 9230 W Russell RD #105  
Las Vegas NV 89147  
Co-Borrower Name:  
Address:

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

5060 S Fort Apache Rd #140  
Las Vegas NV 89147

Vehicle Information: VIN: 1GVC66828P224809

License Plate State and No: 9d06093

Color: Black Year: 2008

Make: Cadi

Model: Escalade

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 Titlenmax, 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, Brandon J Ephrem, 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 007627  
ROA 006033

Docket 74335 Document 2018-14990

### Ability to Pay Summary

Loan Number	13869-0196864
Customer Name	Brandon Ephrem
Is Customer a Covered Borrower	No
Requested Loan Amount	\$7,000.00
Title Fee	\$0
MLV Amount	\$10,000
Gross Monthly Income	\$4,800.00
Current and Expected Monthly Obligations	\$1,200.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	\$3,600.00

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	10,000
Interest Rate		10.99%
Max Cash to Customer Amount	\$	10,000.00
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

### FINANCIAL SUMMARY - 210 INSTALLMENT LOAN TYPE

Net Title Fee    Actual Cash to Customer    Add On / No DMV Fee    10.99%

APP 007628  
ROA 006034

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 13869-0146864

<b>Customer Name:</b> Brandon Ephrem <b>Address:</b> 9730 W. Russell Rd #105 Las Vegas, NV 89147  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  <b>Vehicle Information:</b> 2008 Cadillac Escalade 1gyfc66828r224809
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 01/17/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

### Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$769.30	2/16/2015
2	\$769.30	3/18/2015
3	\$769.30	4/17/2015
4	\$769.30	5/17/2015
5	\$769.30	6/16/2015
6	\$769.30	7/16/2015
7	\$769.30	8/15/2015
8	\$1,000.00	9/14/2015
9	\$1,000.00	10/14/2015
10	\$1,000.00	11/13/2015
11	\$1,000.00	12/13/2015
12	\$1,000.00	1/12/2016
13	\$1,000.00	2/11/2016
14	\$1,000.00	3/12/2016
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.

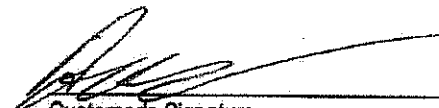
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment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

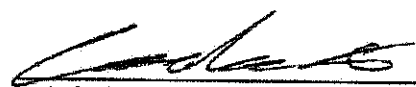
Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

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

  
Customer's Signature                      2-16-15  
Date

  
Its Authorized Agent                      2/16/15  
Date

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

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

## Contact Information

1/17/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Suzanne Gillespie

Fax:

E-Mail: suzanne.gillespie@titlemax.biz

## Notes

## Vehicle Info For 2008 Cadillac Escalade ESV 4D Utility

MSRP: \$58,490

VIN: 1GYFC66828R224809

Adj. State: National

Fin Adv: \$24,600

UVC: 2008140053

Mileage: 0

Equip Ret: \$61,031

MPG: 12/19

Mileage Cat: E

Tire Size: 265/65R18

Weight: 7200

Cylinders: 8

Base HP: 403 @ 5700

Fuel Type: Gas

Transmission: A

Taxable HP: 52.8

Wheelbase: 130.0

Drive Train: RWD

Model Number: 6C10906

End of Term  
Months: 0End of Term  
Mileage: 0Price Includes: AT AC EW LTH  
SR

## Wholesale Black Book values as of 1/16/2015

	X-CL	Clean	Average	Rough
Base	\$25,550	\$23,550	\$20,950	\$18,150
Options	\$150	\$150	\$150	\$150
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$25,700	\$23,700	\$21,100	\$18,300

## Trade In Black Book values as of 1/16/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$23,790	\$21,260	\$17,060
Options	N/A	\$150	\$150	\$150
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$23,940	\$21,410	\$17,210

## Retail Black Book values as of 1/16/2015

APP 007633  
ROA 006039

	X-CL	Clean	Average	Rough
Base	\$29,775	\$27,425	\$24,625	\$21,000
Options	\$150	\$150	\$150	\$150
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$29,925	\$27,575	\$24,775	\$21,150

## Residual Black Book values as of 1/16/2015

	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

Chrome Wheels +150  
 Entertainment System +100  
 Htd/Cooled Seat Pkg +175  
 ✓ Navigation System +150  
 Platinum Edition +1800  
 Power Running Boards +200  
 w/o Sunroof -400

TitleMax of Nevada, Inc. d/b/a TitleMax  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939  
3/28/2015

Brandon Ephrem  
9730 W. Russell Rd #105  
Las Vegas, NV 89147

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

Dear Customer:

On 1/17/2015 1:01:15 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 02/16/2015 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 3/19/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossessing the Vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

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

To enter into a Repayment Plan you must follow these procedures by 4/18/2015 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$1,598.11. The total of payments or the remaining balance on the original transaction is \$7,990.54. You made the following payment(s) on the loan:

Date: 02/16/2015 Amount: \$800.00



Certificate of Mailing  
TitleMax of Nevada  
5060 S Fort Apache ste #140  
Las Vegas, NV 89147  
702-220-4939

Brandon Ephrem  
9730 W. Russell Rd  
#105  
LV NV 89147  
Form 3817 April 2007 PSN 7530-02-000-9065

on or before 4/18/2015 will be \$1,598.11.

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

APP 007635  
ROA 006041  
13869-014686



# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version    Fiscal Date    User Id  
40462            05/09/2015    562

Loan ID:	13869-014686	NV 210 Day Add-On/No DMV Fee (10.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust:	13869-006701	Ephrem, Brandon J	INS	B3	30 Days Interval	Amortizing

**Custom Procedures:**

B3 LRP Refinance Loan Payoff  
Report Event ID: PIF

**Custom Update Procedure**

DeferredLoanPayoffProposalUpdate210

**Custom Process Procedure**

**Custom Procedures:**

B3 NEL New Loan  
Report Event ID: TMI

**Custom Update Procedure**

**Custom Process Procedure**

**Custom Procedures:**

B3 PMT Deferred Loan Payment  
Report Event ID: ABR

**Custom Update Procedure**

**Custom Process Procedure**

**Custom Procedures:**

B3 POF Deferred Payoff  
Report Event ID: PIF

**Custom Update Procedure**

DeferredLoanPayoffProposalUpdate210

**Custom Process Procedure**

**Custom Procedures:**

B3 REL Refinance to InstallmentLoan  
Report Event ID: TMA

**Custom Update Procedure**

**Custom Process Procedure**

**Custom Procedures:**

B3 RES Rescinded  
Report Event ID: TRR

**Custom Update Procedure**

**Custom Process Procedure**

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

APP 007637  
ROA 006043

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

ADDRESS OF THE LICENSEE:

Nv #35  
Apache Road, Suite 140  
NV 89148

PAYMENT MADE ON BEHALF OF OR BY:  
Brandon Ephrem

AGREEMENT IDENTIFICATION NO.

146864

DATE/TIME OF RECEIPT OF PAYMENT:

04/08/2015 11:01:47 AM

AGREEMENT DATE:

2015 1:01:15 PM

If you have multiple loans, this payment was applied to the number identified above.

AMOUNT PAID:

\$800.00

AGENT RECEIVING PAYMENT:

Marlene Lien

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$800.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$7,471.38
NEXT SCHEDULED DUE DATE:	4/17/2015

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

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

Printed Name

Signature

APP 007638  
ROA 006044



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 \$7,990.54 ; (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 007639  
ROA 006045

13869-014686

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Brandon Ephrem	
LOAN AGREEMENT IDENTIFICATION NO. 13869-0146864		DATE/TIME OF RECEIPT OF PAYMENT: 02/16/2015 09:50:46 AM	
LOAN AGREEMENT DATE: 1/17/2015 1:01:15 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$800.00		AGENT RECEIVING PAYMENT: Carlos Obando	

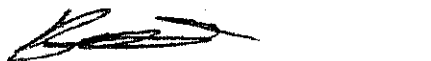
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$30.70
INTEREST PAID:	\$769.30
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$6,969.30
NEXT SCHEDULED DUE DATE:	3/18/2015

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

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

  
Printed Name

  
Signature

APP 007640  
ROA 006046



## 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		Work Shift
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed						Gross Monthly Income \$		Gross Monthly Obligations \$
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input 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 1-18 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

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

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

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

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

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

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

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

  
Applicant Signature

01/17/15  
Date

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

\_\_\_\_\_  
Date

APP 007644  
ROA 006050

## Collection Log

[Back](#) [Submit](#)

## Collection History

Date	User	Action	Response	Comment/Commitment Date & Amount
05/23/2015 11:40	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/22/2015 19:33	Stephanie Bollinger	No Contact	See comments	2ND CALL-NO CONTACT
05/22/2015 12:17	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/21/2015 10:51	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/20/2015 18:51	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/18/2015 19:35	MARLENE LIEN	No Contact	Verified comments	2 ACCOUNTS CC LNM
05/18/2015 11:22	Stephanie Bollinger	No Contact	See comments	LVM-PRIARMY
05/16/2015 12:26	MARLENE LIEN	Broken Promise	See comments	TWO THIS WEEK SAID HE D! NOT GET OFF WORK IN TIME CALLED BACK WENT TO VM

[Previous Record](#)

[Next Record](#)

APP 007645  
ROA 006051 5/23/2015

## Account Information

**Name:** Ephrem, Brandon  
**Address:** 9730 W. Russell Rd  
 #105, Las Vegas, NV, 89147  
**Last Payment Amount:** 800.00  
**Late fee due:** 0.00  
**Total Due:** 8620.25  
**ACH Type:** ACH Opt-In  
**Gross Income:** 1.00  
**Loan Maturity Date:** 03/12/2016  
**Lot:** 31  
**Bankruptcy:** N/A  
**Daily Interest:** 25.5306  
**Due Date:** 04/17/2015  
**Vehicle:** Escalade  
**Payment Made on:** 04/08/2015  
**PDN Date**  
**Vehicle Grade**

**Loan #:** 20146864  
**Loan Date:** 01/17/2015  
**Last Payment Date:** 04/08/2015  
**Principal due:** 6969.30  
**Collateral Type:** Vehicle  
**Title Status:** Current  
**Net Income:** 0.00  
**Default Date:**  
**Stop interest Date:**  
**Repo Status:** N/A  
**Late Fee Date :**  
**Returned Balance:** 0.00  
**BB Value:** 10395.18  
**No Call Start Date**  
**No Call End Date**

**SSN:** XXX-XX-4

**Amount Financed:** 7000.00

**Interest Due:** 1523.3071

**Cash Available:** 0.00

**Loan Status:** Open

**Pay Frequency:** Monthly

**Installment Amt:** 765.93

**Primary Bank A/C:** Active

**Past Due Days:** 36

**Minimum payment due:** 1531.86

**Vin:** 1GYFC66

**ACV:** 0

**Borrower Text Opt In** N

## Collection/Reminder Log

**DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS**

## Contact Details

**Language Preference:** English  
**Contact**

**Customer**

**Name**  
 Brandon Ephrem  
**Phone Nbr**  
**Primary #:** (702) 701-2924  
**Secondary #:**  
**Alternative #:**

**Ext**   
**Ext**   
**Ext**

**DNC**

**Co-Borrower/Co-Own**

**Co-Signer Name:**

**Co-Signer SSN:**

**Is Co-Borrower:**

**Is Co-Owner:**

**Co-Signer Home Phone**

**Co-Signer Cell Phone**

**Relation:**

**Employer Name:**

**Employer Contact:**

**Work Address:**

Transaction History

SMS History

Save

Skip Trace

View Skip Tra

Customer Notes

Collection Effort

Action Taken

Comments

Response

APP 007646

ROA 006052 5/23/2015



# TITLE Transaction

## Transaction History

### Customer

Customer: Ephrem, Brandon  
Co-Borrower Nbr:  
Income Amount: 1.00  
Is Co-Borrower on the Contract: No

Cust Nbr: 662211  
Collateral Type: VEHICLE  
Bankruptcy: N/A  
Is Co-Borrower is an Additional Owner: No

Pay Frequency: Monthly  
Is HLList Customer: No

Owner Ship Type: N/A

Due Date : 04/17/2015

Interest Rate: 133.71

Penalty Fees Paid To Date: 0.00

Penalty Fees Due: 0.00

APR %: 133.71

Certificate #: 007494245

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

### Loan

Loan Nbr: 20146864  
Loan Amt: 7000.00  
Daily Interest: 25.5306  
EMLV: 0

Loan Date: 01/17/2015  
DMV Fee: 0.00  
LOT Status: LOT 31

### Payment & Outstanding

Principal Paid To Date: 30.70  
Principal Outstanding: 6969.30  
Principal Balance Remaining: 6969.30  
No. of Inst: 14  
Amount Due Today: 8620.25

Interest Paid To Date: 1569.30  
Earned and Unpaid Interest: 1,523.31

Inst Amt: 1485.03

### Other info.

Key Capture: No  
Refinance: (Y/N) N  
Add-On Amount: 0

Title Status: Title Received

Refinanced Loan Nbr:

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

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income
Cadillac	Escalade	1GYFC66828R224809	2008	null	0	Average 0	

### Customer Income Information

## Transactional Events

Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	CSQ	DMV	Orig NSF	NSF Fee	Late Fee	Waived Late Fee	Waived Late Fee	Waived Repo Fee	Sale Refund	Emp Name	Paid By
				OERP letter-8313.89	-6969.30	Cash	0.00	-800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	LIEN, MARLENE	
	1386920146864	05/11/2015	Printed		-800.00	Cash	0.00	-30.70	-769.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	1386920146864	04/08/2015	Payment		-800.00	Cash	-30.70	-769.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	1386920146864	02/16/2015	Payment		7000.00	Check	7000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	
	1386920146864	01/17/2015	Advance																

## Check Details

To	Check Number	check Amt	Reprint_Check
Ephrem, Brandon J	NA	6980.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	02/16/2015	02/16/2015	765.93	PAID
2	03/18/2015	04/08/2015	765.93	PAID
3	04/17/2015	04/17/2015	765.93	OPEN
4	05/17/2015	05/17/2015	765.93	OPEN
5	06/16/2015	06/16/2015	765.93	OPEN
6	07/16/2015	07/16/2015	765.93	OPEN
7	08/15/2015	08/15/2015	995.61	OPEN
8	09/14/2015	09/14/2015	995.61	OPEN
9	10/14/2015	10/14/2015	995.61	OPEN
10	11/13/2015	11/13/2015	995.61	OPEN
11	12/13/2015	12/13/2015	995.61	OPEN
12	01/12/2016	01/12/2016	995.61	OPEN
13	02/11/2016	02/11/2016	995.61	OPEN
14	03/12/2016	03/12/2016	1600	

## Other Payments

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	02/16/2015	30	1485.03	769.3000	769.3000	769.3000	715.73	6284.27
2	03/18/2015	30	1485.03	690.6400	690.6400	690.6400	794.39	5489.88
3	04/17/2015	30	1485.03	603.3400	603.3400	603.3400	881.69	4608.19
4	05/17/2015	30	1485.03	506.4400	506.4400	506.4400	978.59	3629.60
5	06/16/2015	30	1485.03	398.8900	398.8900	398.8900	1086.14	2543.46
6	07/16/2015	30	1485.03	279.5300	279.5300	279.5300	1205.50	1337.96
7	08/15/2015	30	1485.00	147.0400	147.0400	147.0400	1337.96	0.00

## Title Tracking Status

APP 007647  
ROA 006053

5/23/2015

# TITLE Transaction

		Transaction Date	
Title Status		2015-01-17 00:00:00.0	
New Loan		2015-01-17 00:00:00.0	
Sent to DMV		2015-02-16 00:00:00.0	
Title Received			
Title Charge Off		Transaction Date	
Charge Off Status			
Document Information		Document Name	Date Created
SNO	Document Description		

APP 007648

ROA 008054

5/23/2015

**A - 214**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/26/2015

Licensee Address: 5060 S FT APACHE ROAD, SUITE140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: KEVIN GIBSON

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?
13869-0158203	3/28/2015	\$10,000.00	10/24/2015	\$4,850.58	6&1	2121.47/2121.44	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? 2011 DODGE CHALLENGER

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

What is the borrower's expected gross monthly income? \$3,300

Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

(Applies to D/D Loans)   
 NRS 604A.425(1)(d)

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.408(1)

Does the original term of the HIL not exceed 35 days? N/A

(Applies High-Int Loans)   
 NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO

Fair Market Value: \$13,400.00

NRS 604A.450(1)

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

NRS 604A.445(1)

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

NRS 604A.445(2)

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

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

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

Is the loan a collection account? NO

Has the loan been extended or renewed? YES

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:

WITH PROOF OF MAILING BUT NO REPAYMENT PLAN DOCUMENTS- NO GRACE PERIOD FORMS

NRS 604A.475 AND RECORD RETENTION NAC604200

Revised 10-15-2008

Confidential

APP 007650  
ROA 006056

# Title Loan Agreement

Date: 3/28/2015

Number: 13869-0158203

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 13869-0158203			
FIRST NAME Kevin	LAST NAME Gibson		CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME
[REDACTED]			CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 6114 Forever Dawn St			CO-CUSTOMER STREET ADDRESS		
City Las Vegas	STATE NV	ZIP CODE 89148	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[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)220-4939			
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140		LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89148	
VEHICLE IDENTIFICATION NUMBER (VIN) 2B3CJ4DG9BH681674		LICENSE PLATE 10 Day Tag			
VEHICLE YEAR 2011	VEHICLE MAKE Dodge	VEHICLE MODEL Challenger	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 \$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 0.3663% from the date of this Loan Agreement until 10/24/2015 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.

APP 007651  
ROA 006057

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

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$4,850.26</b>	<b>\$10,000.00</b>	<b>\$14,850.26</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$2,121.47	4/27/2015 and each 30 days thereafter
1	\$2,121.44	10/24/2015

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	\$10,000.00
1. Amount given to you directly:	\$10,000.00
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.

**APP 007652**  
**ROA 006058**

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

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

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

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

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

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

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

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

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



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

Kevin Gibson  
Customer's Signature

3/20/15  
Date

[Signature]  
Its Authorized Agent

3/28/15  
Date

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

\_\_\_\_\_  
Date

STATE OF NEVADA  
COUNTY OF Clark

**Affidavit**

Title Loan Agreement No.: 13869-01 58203  
Date: 3-28-2015

Customer Name: Kevin Gibson  
Address: 6114 Forever Dawn St  
Las Vegas NV 89148  
Co-Borrower Name:  
Address:

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

5060 S Fort Apache #140  
Las Vegas NV 89148

Vehicle Information: VIN: 2B3CJ4DG9BH681674  
License Plate State and No: 10 Day Tag Color: Grey Year: 2011 Make: Dodge Model: Challenger

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, Kevin Gibson, 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: Kevin Gibson

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

APP 007656  
ROA 006062

### Ability to Pay Summary

Loan Number	13869-0158203
Customer Name	Kevin Gibson
Is Customer a Covered Borrower	No
Requested Loan Amount	\$10,000.00
Title Fee	\$0
MLV Amount	\$10,000
Gross Monthly Income	\$5,500.00
Current and Expected Monthly Obligations	\$2,800.00
Other Title/Max Loan Payment	\$0.00
Rate Match/Rate for Other Title/Max Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,500.00

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	10,000
Interest Rate		10.99%
Max Cash to Customer Amount	\$	10,000.00
Actual Cash to Customer Amount	\$	10,000.00
Title Fee Amount	\$	-
Total Loan Amount	\$	10,000

Amortized Loan Payment	\$2,121.47
Total Payback Amount	\$14,850.27
Minimum Payment to Extend	\$1,099.00
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,428.57

APPROVED FOR CREDIT BY [REDACTED]

DATE: 03/18/2014

APP 007657  
ROA 006063

## Contact Information

3/28/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Suzanne Gillespie

Fax:

E-Mail: suzanne.gillespie@titlemax.biz

## Notes

## Vehicle Info For 2011 Dodge Challenger Base 2D Coupe

MSRP: \$24,670	VIN: 2B3CJ4DG9BH681674	Adj. State: National
Fin Adv: \$17,925	UVC: 2011240054	Mileage: 0
Equip Ret: \$25,495	MPG: 18/27	Mileage Cat: D
Tire Size: 235/55R18	Weight: 3834	Cylinders: 6
Base HP: 305 @ 6350	Fuel Type: Flex	Transmission: A
Taxable HP: 34.3	Wheelbase: 116.0	Drive Train: RWD
Model Number: LCDH22	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC EW ES		

## Wholesale Black Book values as of 3/30/2015

	X-CL	Clean	Average	Rough
Base	\$18,400	\$17,400	\$15,500	\$13,400
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$18,400	\$17,400	\$15,500	\$13,400

## Trade In Black Book values as of 3/30/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$17,650	\$15,975	\$12,660
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,650	\$15,975	\$12,660

## Retail Black Book values as of 3/30/2015

X-CL	Clean	Average	Rough
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APP 007658  
ROA 006064

	X-CL	Clean	Average	Rough
Base	\$21,950	\$20,750	\$18,650	\$15,850
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$21,950	\$20,750	\$18,650	\$15,850

Residual Black Book values as of 3/30/2015

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	\$12,125	\$10,425	\$10,000	\$8,900	\$8,425	\$7,425	\$5,800	\$0
Options	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	\$12,125	\$10,425	\$10,000	\$8,900	\$8,425	\$7,425	\$5,800	\$0

Black Book Add/Deducts

20-Inch Wheels +300  
 Leather +600  
 Navigation System +600  
 Power Sunroof +550

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version Fiscal Date User Id  
40462 05/09/2015 562

Loan ID: 13869-015820	NV 210 Day Add-On/No DMV Fee (10.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust: 13869-006979	Gibson, Kevin	INS	B3	30 Days Interval	Amortizing

**Loan Origination:** Origination Date: Saturday 03/28/2015 **Current Loan Status:** Grace Days:0 Log Item

Amount Advanced: \$10,000.00	Normal First Payment Due: 04/27/2015	Balloon Amount: \$0.00
Cash Advance Fee: \$0.00	First Payment Due Date: 04/27/2015	Next Due Date: 04/27/2015
Origination Charge: \$0.00	Extra Interest Days In First Period: 0	Grace Date: 04/27/2015
Maintenance Fees: \$0.00	Second Payment Due Date: 05/27/2015	Minimum Payment: \$10,000.00
Interest Charges: \$4,850.26	Final Payment Due Date:	Principal Balance: \$10,000.00
Total Amount: \$14,850.26	Amount: \$2,121.47	
	Duration: Days	

**Total Finance Charges: \$4,850.26 Payment Count: 7 APR: 0133.7129% Total Amount Due: \$11,099.00**

**Loan Type Settings:** Due Dates Will Skip Holidays: Set Due Dates On End Of Month: False TeleTrack Approval: Prompt For Check: Balloon Amount Type: Balloon Amount Procedure: Track Other Lender Information: Tracking ID: Balloon Amount:

Accrue Only Thru Due Date On Payments Made Within Grace Period: False  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False

Periodic Fees:	Amount Type	Flat/Rate	Amount	Applied	Calculation Procedure	Early Payoff Rebate Proc.
109 10.99% Flat	INT	Rate	10.99000 % N	4/27/2015	LoanTitleMax210FeeCalculator	LoanInterestProrateCalculator

**Late Charges:** Default Grace Days: 0 Late Charge Type: Flat or Rate: Value:

**ACH Autopay:** False Payment Tolerance: \$10.00 Pre-Autopay Days: 0

Auto Pay Decision Procedure: Check Scheduled Principal: False Check Principal Procedure:

Late Fee Type: Late Fee Descr.: Calculation Procedure: Check Interest Threshold: False Interest Threshold Tolerance: \$0.00 Check Interest Procedure:

**Payment Plan:** INS Installment Loans **Pmt. Proc:** LoanProactiveInterestPaymentAmounts

**Collateral Settings:** Title Prompt For Check: No Collateral First: No Check Date: Deposit Method: Collateral Value Protocol: Payment Replacement: Never replace CollateralDepositDateProc:

Loan Collateral:	Value	Date To Deposit	Pick Up	Routing Account #	Replaced Deposit Rule	Deposit ID	Date Deposited	Check ID	Automobile Make	Collateral Model	Serial / License Number / State
1 Title	\$14,850.26								Dodge 2011	Challenger	2B3CJ4DG9B 10 Day T

Payment Schedule:	Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From	To Date	#Days	Satisfied
1 Monday 04/27/2015 30 Days	\$10,000.00	\$1,099.00	\$0.00	\$1,022.47	\$2,121.47	\$8,977.53	03/29/2015	04/27/2015	30	
2 Wednesday 05/27/2015 30 Days	\$8,977.53	\$986.63	\$0.00	\$1,134.84	\$2,121.47	\$7,842.69	04/28/2015	05/27/2015	30	
3 Friday 06/26/2015 30 Days	\$7,842.69	\$861.91	\$0.00	\$1,259.56	\$2,121.47	\$6,583.13	05/28/2015	06/26/2015	30	
4 Sunday 07/26/2015 30 Days	\$6,583.13	\$723.49	\$0.00	\$1,397.98	\$2,121.47	\$5,185.15	06/27/2015	07/26/2015	30	
5 Tuesday 08/25/2015 30 Days	\$5,185.15	\$569.85	\$0.00	\$1,551.62	\$2,121.47	\$3,633.53	07/27/2015	08/25/2015	30	
6 Thursday 09/24/2015 30 Days	\$3,633.53	\$399.32	\$0.00	\$1,722.15	\$2,121.47	\$1,911.38	08/26/2015	09/24/2015	30	
7 Saturday 10/24/2015 30 Days	\$1,911.38	\$210.06	\$0.00	\$1,911.38	\$2,121.44	\$0.00	09/25/2015	10/24/2015	30	

Transaction Summary:	Payment Type	Amount	Principal Due	Fees Applied	Fees Charged	Fees Credit Paid	New Due Date #	Pro. Rev.	Date Entered	Sale Item ID
1 Saturday 03/28/2015 NEL		\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00		P	3/28/2015 1:22:40 PM	13869-221005
3 Monday 04/27/2015 FEE		\$0.00	\$1,099.00	\$0.00	\$1,099.00	\$0.00		P	4/27/2015 7:07:37 PM	

**Proposal Totals: \$0.00 \$11099.00 \$10000.00 \$1099.00 \$0.00 \$0.00**

Detail:	Proposal Type	Fee Type	Amount	Operation Type	Period	Fees Earned	Fees Applied From Date To Date	Pro. Rev.	Date Entered	Sale Item ID
1 03/28/2015 NEL		PRI	10000.00	MOD 2				P	3/28/2015 1:22:48 PM	13869-221005
3 04/27/2015 FEE 109		INT	1099.00	FEE 3			04/27/2015 1 03/29/2015 04/27/2015	P	4/27/2015 7:07:38 PM	

**Total Amount Due: \$11099.00**

**Refinance Rules:** **Override Refinance Setting Procedure:** Allow Additional Principal: No Allow Principal Pay Down: No

Can Be Consolidated: No Show Roll Fees Option: No Settle Fees On Refinance: No Early Extend From Term Date: No  
Can Consolidate Others: No Default Roll Fees Into Principal: No Allow Pay Down Refinance: No Late Extend From Term Date: No

**Custom Procedures:** B3 LRP Refinance Loan Payoff Report Event ID: PIF **Custom Update Procedure:** DeferredLoanPayoffProposalUpdate210 **Custom Process Procedure:**

**Custom Procedures:** B3 NEL New Loan Report Event ID: TMI **Custom Update Procedure:** **Custom Process Procedure:**

**Custom Procedures:** B3 PMT Deferred Loan Payment Report Event ID: ABR **Custom Update Procedure:** **Custom Process Procedure:**

APP 007660  
ROA 006066

# Loan Analysis

Casewise Version    Fiscal Date    User Id  
40462                      05/09/2015                      562

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Loan ID:	13869-015820	NV 210 Day Add-On/No DMV Fee (10.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust:	13869-006979	Gibson, Kevin	INS	B3	30 Days Interval	Amortizing

Custom Procedures:

B3 PMT Deferred Loan Payment  
Report Event ID: ABR

Custom Update Procedure

Custom Process Procedure

Custom Procedures:

B3 POF Deferred Payoff  
Report Event ID: PIF

Custom Update Procedure

DeferredLoanPayoffProposalUpdate210

Custom Process Procedure

Custom Procedures:

B3 REL Refinance to InstallmentLoan  
Report Event ID: TMA

Custom Update Procedure

Custom Process Procedure

Custom Procedures:

B3 RES Rescinded  
Report Event ID: TRR

Custom Update Procedure

Custom Process Procedure

Custom Procedures:

Custom Update Procedure

Custom Process Procedure

APP 007661  
ROA 006067

**Mailing Address**

TITLEMAX  
5060 S FORT APACHE RD STE 140  
LAS VEGAS NV 89148-1716

**STATE OF NEVADA  
DEPARTMENT OF MOTOR VEHICLES  
CERTIFICATE OF TITLE**

<b>Vehicle Identification No.</b> 2B3CJ4DG9BH681674	<b>Year</b> 2011	<b>Make</b> DODG	<b>Model</b> CHALLENGER	<b>Body Type</b> COUPE	<b>Title No.</b> NV0076942445
<b>Issue Date</b> 03/26/2015	<b>Odometer</b> 71230	<b>Fuel Type</b> G	<b>Sales Tax Paid</b>	<b>Empty Wt</b> 3720	<b>Gross Wt</b> 0
		<b>Odometer Remarks</b> ACTUAL MILES		<b>Brand</b>	<b>GVWR</b>

**Owner(s) Name and Address**  
KEVIN GIBSON  
6114 FOREVER DAWN ST  
LAS VEGAS NV 89148-1272

**VALIDATED**  
**MAR 26 2015**  
**DMV FIELD SERVICE**

**Lienholder**  
TITLEMAX  
5060 S FORT APACHE RD STE 140  
LAS VEGAS NV 89148-1716

**This is not an original Title certificate**

**Print Date: 03/26/2015**

**APP 007662**  
**ROA 006068**



## Customer Application

## Personal Information

Date	3/28/15		
Last Name	Gibson		
Home Phone		Email Address (optional)††	
Best time to call?	AMV	<input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone	
Physical Address (Street Number & Name)			
6114 Forever Dawn ST.		Apt #	
City	Las Vegas	State	NV
Zip	89148-1074	County	
Mailing Address (if different from physical address)			
City		State	
Zip			

## Source of Income

Emp			
City			
Work			
Pay Frequency: (check one)	Next Payday	Current and Expected	Work Shift
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks)	4/3/15	Gross Monthly Income	Gross Monthly Obligations
<input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day)		\$5300	
<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

Bus		
Add		
Bus		
Add		

## Personal References


APP 007663  
ROA 006069

## 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)				State	Zip		
City				Employer Address (Street Number & Name)			
Employer * (Source of Income)				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    Other: _____		Saw Store		Television    Yellow Pages    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 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 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 007664

ROA 006070

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

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

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

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

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

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

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

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

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

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

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

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.

Kevin Gibson  
Applicant Signature

3/28/15  
Date

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

\_\_\_\_\_  
Date

APP 007666  
ROA 006072

[Back](#) [Submit](#)**Collection History**

Date	User	Action	Response	Comment/Commitment Date Amount
05/18/2015 19:37	MARLENE LIEN	No Contact	Verified comments	FRAUD ACCOUNT
05/16/2015 12:32	MARLENE LIEN	ManagerNote	Verified comments	FRAUD READ NOTES
05/12/2015 11:06	Stephanie Bollinger	ManagerNote	Verified comments	ACCOUNT IS FRAUD, FILED REPORT WITH DMV, WILL FILE WITH METRC SOON AS THERE IS TIME TO GO AL WAY TO MLK AND WASHINGTON. FRAUD!!

[Previous Record](#)[Next Record](#)

APP 007667  
ROA 006073

## Account Information

<b>Name:</b>	Gibson, Kevin	<b>Loan #:</b>	20158203	<b>SSN:</b>	XXX-XX-0
<b>Address:</b>	6114 Forever Dawn St, Las Vegas, NV, 89148	<b>Loan Date:</b>	03/28/2015	<b>Amount Financed:</b>	10000.00
<b>Last Payment Amount:</b>	0.00	<b>Last Payment Date:</b>		<b>Interest Due:</b>	1611.8603
<b>Late fee due:</b>	0.00	<b>Principal due:</b>	10000.00	<b>Cash Available:</b>	0.00
<b>Total Due:</b>	11611.85	<b>Collateral Type:</b>	Vehicle	<b>Loan Status:</b>	Open
<b>ACH Type:</b>	ACH Opt-In	<b>Title Status:</b>	Current	<b>Pay Frequency:</b>	Monthly
<b>Gross Income:</b>	1.00	<b>Net Income:</b>	0.00	<b>Installment Amt:</b>	1099.00
<b>Loan Maturity Date:</b>	05/21/2016	<b>Default Date:</b>		<b>Primary Bank A/C:</b>	Active
<b>Lot:</b>	3	<b>Stop Interest Date:</b>		<b>Past Due Days:</b>	26
<b>Bankruptcy:</b>	N/A	<b>Repo Status:</b>	N/A	<b>Minimum payment due:</b>	1099.00
<b>Daily Interest:</b>	36.6329	<b>Late Fee Date :</b>		<b>Vin:</b>	2B3CJ4DC
<b>Due Date:</b>	04/27/2015	<b>Returned Balance:</b>	0.00	<b>ACV:</b>	0
<b>Vehicle:</b>	Challenger	<b>BB Value:</b>	14850.26	<b>Borrower Text Opt In</b>	N
<b>Payment Made on:</b>		<b>No Call Start Date</b>			
<b>PDN Date</b>		<b>No Call End Date</b>			
<b>Vehicle Grade</b>					

## Collection/Reminder Log

## DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

<b>Language Preference:</b>	English
<b>Contact</b>	<b>Name</b>
<b>Customer</b>	Kevin Gibson
	<b>Phone Nbr</b>
	Primary #: (702)666-1190
	Secondary #:
	Alternative #:

## Co-Borrower/Co-Owner

**Co-Signer Name:**  
**Co-Signer SSN:**  
**Is Co-Borrower:**  
**Is Co-Owner:**  
**Co-Signer Home Phone:**  
**Co-Signer Cell Phone:**  
**Relation:**  
**Employer Name:**  
**Employer Contact:**  
**Work Address:**

DNC

☐☐

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

## Customer Notes

## Collection Effort

Action Taken

Response

Comments

APP 007668  
ROA 006074

## Transaction History

## Customer

Customer: Gibson, Kevin

Cust Nbr: 625842

Pay Frequency: Monthly

Co-Borrower Nbr:

Collateral Type: VEHICLE

Is Hit/List Customer: No

Income Amount: 1.00

Bankruptcy: N/A

Is Co-Borrower on the Contract: No

Is Co-Borrower is an Additional Owner: No

Owner Ship Type: N/A

## Loan

Loan Nbr: 20158203

Loan Date: 03/28/2015

Due Date: 04/27/2015

Loan Amt: 10000.00

DMV Fee: 0.00

Daily Interest: 36.6329

LOT Status: LOT 3

Interest Rate: 133.71

EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 0.00

Interest Paid To Date: 0.00

Penalty Fees Paid To Date: 0.00

Principal Outstanding: 10000.00

Earned and Unpaid Interest: 1,611.86

Penalty Fees Due: 0.00

Principal Balance Remaining: 10000.00

No. of Inst: 14

Inst Amt: 2121.47

APR %: 133.71

Amount Due Today: 11611.85

## Other Info.

Key Capture: No

Title Status: Problem Status

Certificate #: 0076942445

Refinance: (Y/N) N

Refinanced Loan Nbr:

Add-On Amount: 0

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

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

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Customer Income Information Gross Income
Dodge	Challenger	2B3CJ4DG9BH681674	2011	null	0	Average 0	

## Transactional Events

Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	CSO	DMV	Orig	NSF	NSF	Late Fee	Late Fee	Waived	Waived	Waived	Repos	Sale	Refund	Emp Name	Paid By
1	1386920158203	05/11/2015	Printed	OERP Letter-11611.86	-10000.00	Check	10000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	LIEN, MARLENE	
2	1386920158203	03/28/2015	Advance	10000.00	Check	10000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

Receipt Agreement Print History DMV Form VCR Form OERP Letter Print Screen Close

## Check Details

To	Check Number	check Amt	Reprint Check
Gibson, Kevin	NA	9980.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	04/27/2015	04/27/2015	1099.00	OPEN
2	05/27/2015	05/27/2015	1099.00	OPEN
3	06/26/2015	06/26/2015	1099.00	OPEN
4	07/26/2015	07/26/2015	1099.00	OPEN
5	08/25/2015	08/25/2015	1099.00	OPEN
6	09/24/2015	09/24/2015	1099.00	OPEN
7	10/24/2015	10/24/2015	1099.00	OPEN
8	11/23/2015	11/23/2015	1428.57	OPEN
9	12/23/2015	12/23/2015	1428.57	OPEN
10	01/22/2016	01/22/2016	1428.57	OPEN
11	02/21/2016	02/21/2016	1428.57	OPEN
12	03/22/2016	03/22/2016	1428.57	OPEN
13	04/21/2016	04/21/2016	1428.57	OPEN
14	05/21/2016	05/21/2016	1428.58	OPEN

## Other Payments

0

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	04/27/2015	30	2121.47	1099.0000	1099.0000	1099.0000	1022.47	8977.53
2	05/27/2015	30	2121.47	986.6300	986.6300	986.6300	1134.84	7842.69
3	06/26/2015	30	2121.47	861.9100	861.9100	861.9100	1259.56	6583.13
4	07/26/2015	30	2121.47	723.4900	723.4900	723.4900	1397.98	5185.15
5	08/25/2015	30	2121.47	569.8500	569.8500	569.8500	1551.62	3633.53
6	09/24/2015	30	2121.47	399.3200	399.3200	399.3200	1722.15	1911.38
7	10/24/2015	30	2121.44	210.0600	210.0600	210.0600	1911.38	0.00

APP 007669  
ROA 006075

# TITLE Transaction

Title Tracking Status		Transaction Date
Title Status		2015-03-28 00:00:00.0
New Loan		2015-03-28 00:00:00.0
Sent to DMV		2015-05-12 13:12:23.0
Problem Status		
Title Charge Off		Transaction Date
Charge Off Status		
Document Information		Date Created
SNO	Document Description	Document Name

APP 007670

ROA 006076

5/23/2015





Certificate Of Mailing

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

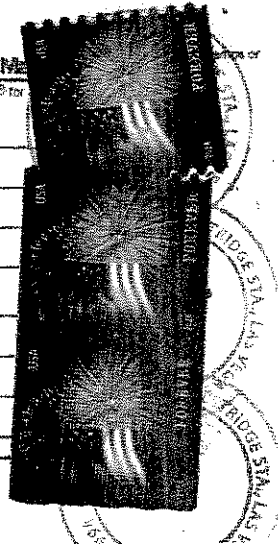
From:

Titlmax of Nevada  
5060 S Fort Apache ste #1  
Las Vegas, NV 89147  
702-220-4939

To:

KEVIN GIBSON  
6114 FOREVER DAWN  
-W NV 89148

PS Form 3817, April 2007 PSN 7530-02-000-9085



APP 007671  
ROA 006077

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

5060 S. Fort Apache Road

Las Vegas, NV 89148

(702)220-4939

05/11/2015

KEVIN GIBSON

6114 Forever Dawn St

Las Vegas, NV 89148

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

Dear Customer:

On 03/28/2015 you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on N/A you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 04/28/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossessing the Vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

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

To enter into a Repayment Plan you must follow these procedures by 05/27/2015: (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 \$ 2322.37. The total of payments or the remaining balance on the original transaction is \$ 9289.48. You made the following payment(s) on the loan:

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

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

The total amount due if you enter into a Repayment Plan on or before 05/27/2015 will be \$ 2322.37.

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

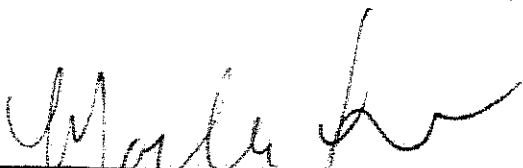
If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest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

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

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

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

Sincerely,



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

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

(1) The amount of the debt is \$11611.85; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

**A - 215**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 4944 BOULDER HWY LAS VEGAS NV 89121

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Brian Jordan, 2800 S Lamb Blvd 110, Las Vegas, NV 89121

Examiner: Dean Ventura

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
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12369-0127572	9/25/2014	\$2,020.00	4/23/2015	\$1,276.36	6&1	470.90/470.96	170.21%	YES
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Loan Type: ☐ Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: Cash

Is the loan secured? YES If so, what is the collateral? 2000 Mercedes Benz CLK 430 2d Cabriolet If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$2,560 Was the borrower's income verified? YES Payout ☐ Affidavit ☒ Other:

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

NRS 604A.425(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) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$8,900.00

NRS 604A.450(1)

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

NRS 604A.445(1)

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

NRS 604A.445(2)

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

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

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

Is the loan a collection account? YES Has the loan been extended or renewed? N/A How many times? 0 Are receipts filed? YES

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

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Title Loan Delinquent

NRS VIOLATION: 604A.445, 604A.210 Grace Period Agreement=3998.20, Original=3296.36

APP 007675  
ROA 006081

# Title Loan Agreement

Date: 9/25/2014

Number: 12369-0127572

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 12369-0127572	
FIRST NAME Brian	LAST NAME Jordan	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN [REDACTED]		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 2800 S Lamb Blvd #110		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89121	
[REDACTED]		CO-CUSTOMER CITY	CO-CUSTOMER STATE
[REDACTED]		CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (702)222-3400	
LICENSEE STREET ADDRESS 4944 Boulder Hwy		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) WDBLK70GXYT037689		LICENSE PLATE 153-YPN	
VEHICLE YEAR 2000	VEHICLE MAKE MERCEDES	VEHICLE MODEL CLK430	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 \$2,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until 04/23/2015 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.

APP 007676  
ROA 006082

# FEDERAL TRUTH-IN-LENDING DISCLOSURES

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.
170.2129 %	\$1,276.36	\$2,020.00	\$3,296.36

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$470.90	10/25/2014 and each 30 days thereafter
1	\$470.96	4/23/2015

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

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

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

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

APP 007677  
ROA 006083

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

APP 007678  
ROA 006084



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.

APP 007679  
ROA 006085

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

APP 007680  
ROA 006086

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

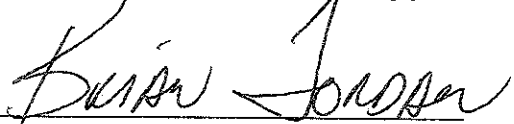
NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572		DATE/TIME OF RECEIPT OF PAYMENT: 10/29/2014 10:59:00 AM
LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$283.00	AGENT RECEIVING PAYMENT: Darwin Vasquez	


## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,057.28
NEXT SCHEDULED DUE DATE:	11/24/2014

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

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

  
Printed Name

  
Signature

APP 007681  
ROA 006087

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572		DATE/TIME OF RECEIPT OF PAYMENT: 11/28/2014 01:41:03 PM
LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$283.00	AGENT RECEIVING PAYMENT: Carlos Orellana	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,056.88
NEXT SCHEDULED DUE DATE:	12/24/2014

☐ Account paid in full by rescission.

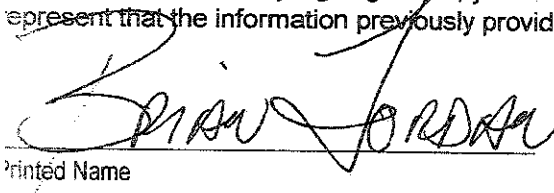
☐ Account paid in full.

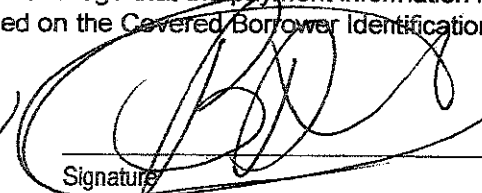
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.

☐ Repayment Plan Agreement.

☐ Grace Period Plan Agreement.

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

  
Printed Name

  
Signature

APP 007682  
ROA 006088

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

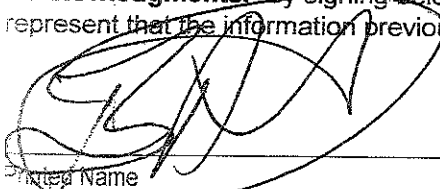
NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572		DATE/TIME OF RECEIPT OF PAYMENT: 01/07/2015 12:49:28 PM
LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$283.00	AGENT RECEIVING PAYMENT: Ximena Carrillo	

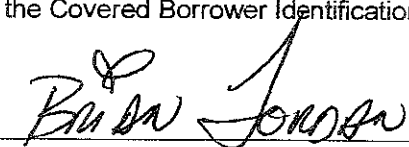
### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,150.68
NEXT SCHEDULED DUE DATE:	1/23/2015

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

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

  
Printed Name

  
Signature

APP 007683  
ROA 006089

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan	
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572		DATE/TIME OF RECEIPT OF PAYMENT: 02/04/2015 12:44:25 PM	
LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$283.00		AGENT RECEIVING PAYMENT: Darwin Vasquez	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,131.44
NEXT SCHEDULED DUE DATE:	2/22/2015

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

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

Printed Name

Signature

APP 007684  
ROA 006090

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

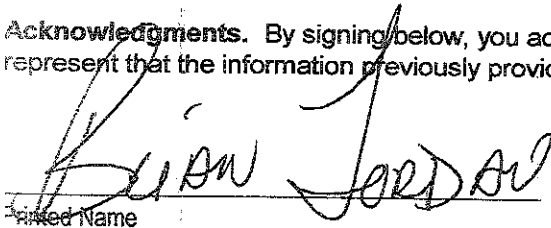
NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572		DATE/TIME OF RECEIPT OF PAYMENT: 03/04/2015 01:39:30 PM
LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$283.00	AGENT RECEIVING PAYMENT: Darwin Vasquez	

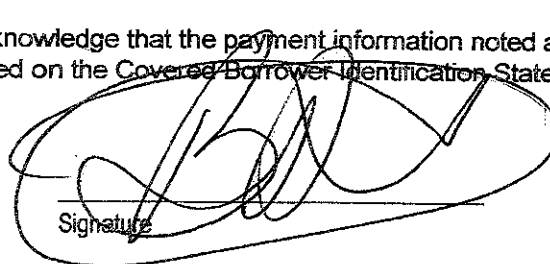
### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,112.20
NEXT SCHEDULED DUE DATE:	3/24/2015

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

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

  
Printed Name

  
Signature

APP 007685  
ROA 006091

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Brian Jordan
LOAN AGREEMENT IDENTIFICATION NO. 12369-0127572  LOAN AGREEMENT DATE: 9/25/2014 11:56:10 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/01/2015 05:26:49 PM
AMOUNT PAID: \$283.00	AGENT RECEIVING PAYMENT: Darwin Vasquez	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$283.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$283.00
BALANCE DUE ON LOAN:	\$2,092.96
NEXT SCHEDULED DUE DATE:	4/23/2015

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

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

Printed Name

Signature

APP 007686  
ROA 006092



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 10-29-14

Account Number: 12369-0127572

Customer Name: Brian Jordan Address: 2800 S Lamb Blvd #110 Las Vegas, NV 89121  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 4944 Boulder Hwy Las Vegas, NV 89121  Vehicle Information: 2000 MERCEDES CLK430 WDBLK70GXYT037689
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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 09/25/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$282.60	10/25/2014
2	\$282.60	11/24/2014
3	\$282.60	12/24/2014
4	\$282.60	1/23/2015
5	\$282.60	2/22/2015
6	\$282.60	3/24/2015
7	\$282.60	4/23/2015
8	\$288.57	5/23/2015
9	\$288.57	6/22/2015
10	\$288.57	7/22/2015
11	\$288.57	8/21/2015
12	\$288.57	9/20/2015
13	\$288.57	10/20/2015
14	\$288.58	11/19/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$3,998.20

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

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

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

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

**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.

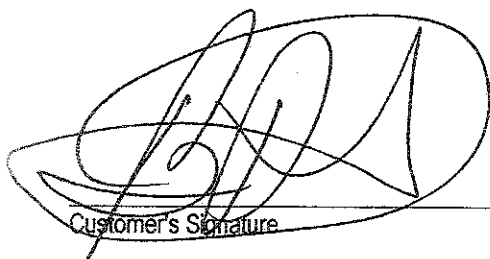
**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**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 0.4663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments 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.

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.**

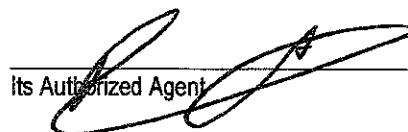
**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree 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

10-29-14  
Date

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



Its Authorized Agent

10-29-14  
Date


Co-Borrower's Signature

Date

### Personal Information

Date	9/25/14	S
Last Name	Indon	
Home Phone		Email Address (optional) <sup>††</sup>
Best time to call	9AM	
<input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name)		
2800 S. LAMB BLVD. #110		Apt #
City	Las Vegas	State NV
Mailing Address (if different from physical address)		Zip 89131
(same)		County Clark
City		Zip

### Source of Income

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 10/3/14	Current and Expected Gross Monthly Income \$ 2560	Gross Monthly Obligations \$ 700	Work Shift 
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no				

## Credit References

[illegible]

APP 007691  
ROA 006097

## 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					
Mailing Address (if different from physical address)											
City				State		Zip					
Employer * (Source of Income)				Employer Address (Street Number & Name)							
City				State		Zip					
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					
Internet		Billboard		Postcard		Other: _____					
						Yellow Pages 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:**

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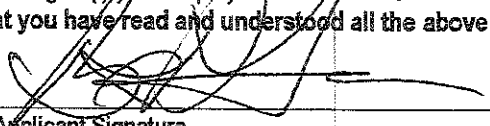
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By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income and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

APP 007693  
ROA 006099

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

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

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APP 007694  
ROA 006100



**Affidavit**

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 12369-0127572  
Date: 09/25/2014

Customer Name: Brian D Jordan  
Address: 2800 S Lamb Blv Spc 110  
Las Vegas NV 89121  
Co-Borrower Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address: \_\_\_\_\_  
4944 Boulder Hwy  
Las Vegas NB 89121

Vehicle Information: VIN: WDBLK7UGXY1037689  
License Plate State and No: 153-YPN Color: Black Year: 2000 Make: Mercedes Model: Class CLK430

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, Brian D 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 SAYS THAT NOT

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

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

APP 007695  
ROA 006101

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN **WDBLK70GXYT037689** YEAR **2000** MAKE **MERZ** MODEL **CLK430** VEHICLE BODY **PCV** TITLE NUMBER **NV006105824**  
 DATE ISSUED **04/19/2013** ODOMETER MILES **EXEMPT** FUEL TYPE **G** SALES TAX PD **REBUILT** EMPTY WT **REBUILT** GROSS WT **REBUILT** GVWR **REBUILT**  
 VEHICLE COLOR **EXEMPT** ODOMETER BRAND **EXEMPT** BRANDS **REBUILT**

### OWNER(S) NAME AND ADDRESS

**JORDAN BRIAN D**  
**2800 S LAMB BLVD SPC 110**  
**LAS VEGAS NV 89121-1815**

### LIENHOLDER NAME AND ADDRESS

**TITLEMAX OF NEVADA INC DBA TITLEMAX**  
**4944 BOULDER HWY**  
**LAS VEGAS NV 89121-3016**

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

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

*7/19/14*  
 Titlemax of Nevada, Inc. dba TitleMax

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

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

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

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

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

Dealer's License Number

Date of Sale

Signature of Buyer

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.

**11838640**

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

**APP 007696**

ALTERATION OR ERASURE VOIDS THIS TITLE

**PCA 006102**

## Contact Information

9/25/2014

Company: Titemax (314391)  
 Contact: Jim Sullivan  
 E-Mail: laura.fanis@titemax.biz

Telephone: 702-387-9600  
 Fax: 855-380-3750

## Notes

## Vehicle Info For 2000 Mercedes-Benz CLK Class CLK430 2D Cabriolet

MSRP: \$55,600	VIN: WDBLK70GY	Adj. State: National
Fin Adv: \$6,350	UVC: 2000560094	Mileage: 0
Equip Ret: \$57,810	MPG: 18/25	Mileage Cat: E
Tire Size: 245/40ZR17	Weight: 3665	Cylinders: 8
Base HP: 270 @ 5750	Fuel Type: Gas	Transmission: A
Taxable HP: 40.1	Wheelbase: 105.9	Drive Train: RWD
Model Number: CLK430A	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC CD LTH SR		

## Wholesale Black Book values as of 9/25/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$6,400	\$4,400	\$2,200
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$6,400	\$4,400	\$2,200

## Trade In Black Book values as of 9/25/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$6,520	\$4,520	\$2,110
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$6,520	\$4,520	\$2,110

## Retail Black Book values as of 9/25/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$8,900	\$6,450	\$3,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,900	\$6,450	\$3,700

## Residual Black Book values as of 9/25/2014

	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

APP 007697  
 ROA 006103

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

**ALTERATION OR ERASURE VOIDS THIS TITLE**

APP 007698

ROA 006104

### Ability to Pay Summary

Loan Number	12369-0127572
Customer Name	Brian D Jordan
Is Customer a Covered Borrower	No
Requested Loan Amount	\$1,800.00
Title Fee	\$20
MLV Amount	\$2,000
Gross Monthly Income	\$2,560.00
Current and Expected Monthly Obligations	\$700.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	13.99%
Add-On to Current Loan or Multi-Car	Multi-Car
Residual Monthly Income	\$1,860.00

### 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	\$	8,767
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	2,020
Interest Rate		13.99%
Max Cash to Customer Amount	\$	2,000.00
Actual Cash to Customer Amount	\$	2,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	2,020

Amortized Loan Payment	\$470.90
Total Payback Amount	\$3,296.33
Minimum Payment to Extend	\$282.60
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$288.57

### CHOOSE THIS CASEWISE LOAN TYPE

NV 210 Day Multi-Car 13.99%

**A - 216**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 4944 BOULDER HWY LAS VEGAS NV 89121

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Noemi Paz, 4130 Balboa Av, Las Vegas, NV 89121

Examiner: Dean Ventura

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
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12369-0142688	12/23/2014	\$2,200.00	7/21/2015	\$962.22	6&1	451.74/451.78	121.55%	YES
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Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: Cash

Is the loan secured? YES If so, what is the collateral? 2004 Toyota Corolla CE If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,800 Was the borrower's income verified? YES Paysub ☐ Affidavit ☒ Other:

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

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

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

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

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$6,475.00

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

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

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

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

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

Is the loan a collection account? YES Has the loan been extended or renewed? N/A How many times? 0 Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Title Loan Delinquent

VIOLATION: 604A.445, 604A.210 Orig=3162.22 Gpda=3738.46

APP 007701  
ROA 006107

# Title Loan Agreement

Date: 12/23/2014

Number: 12369-0142688

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 12369-0142688			
FIRST NAME [REDACTED]		LAST NAME Paz		CO-CUSTOMER FIRST NAME	
[REDACTED]		[REDACTED]		CO-CUSTOMER LAST NAME	
[REDACTED]		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 4130 Balboa Av		CO-CUSTOMER STREET ADDRESS			
City Las Vegas	STATE NV	ZIP CODE 89121	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[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)222-3400			
LICENSEE STREET ADDRESS 4944 Boulder Hwy		LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89121	
VEHICLE IDENTIFICATION NUMBER (VIN) 1NXBR32E44Z303012		LICENSE PLATE AZUKIKI			
VEHICLE YEAR 2004	VEHICLE MAKE TOYOTA	VEHICLE MODEL COROLLA CE	COLOR WHITE		

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,200.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 07/21/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

APP 007702  
ROA 006108



# 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>121.5462 %</b>	<b>\$962.22</b>	<b>\$2,200.00</b>	<b>\$3,162.22</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$451.74	1/22/2015 and each 30 days thereafter
1	\$451.78	7/21/2015

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

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

Itemization of Amount Financed of \$2,200.00

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

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

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

## Right to Rescind and Prepayment.

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

## Grace Period.

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

**APP 007703**  
**ROA 006109**

**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.

APP 007704  
ROA 006110

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.**

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.

APP 007705  
ROA 006111

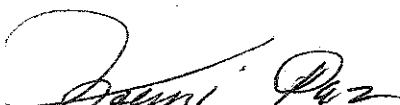
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations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

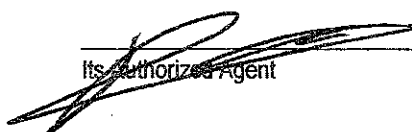
THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

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



Customer's Signature

Date



Its Authorized Agent

12/23/19  
Date

Co-Customer's Signature

Date

APP 007706  
ROA 006112

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Noemi Paz
LOAN AGREEMENT IDENTIFICATION NO. 12369-0142688		DATE/TIME OF RECEIPT OF PAYMENT: 01/21/2015 12:32:09 PM
LOAN AGREEMENT DATE: 12/23/2014 1:13:23 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$220.00	AGENT RECEIVING PAYMENT: Darwin Vasquez	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$7.55
INTEREST PAID:	\$212.45
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$220.00
BALANCE DUE ON LOAN:	\$2,192.45
NEXT SCHEDULED DUE DATE:	2/21/2015

- ☐ 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.

Noemi M. Paz  
Printed Name

Noemi Paz  
Signature

APP 007707  
ROA 006113

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Noemi Paz	
LOAN AGREEMENT IDENTIFICATION NO. 12369-0142688		DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 10:40:14 AM	
LOAN AGREEMENT DATE: 12/23/2014 1:13:23 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$220.00		AGENT RECEIVING PAYMENT: Stephanie Guzman	

TODAY'S PAYMENT ITEMIZATION	
PRINCIPAL PAID:	\$15.58
INTEREST PAID:	\$204.42
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$220.00
BALANCE DUE ON LOAN:	\$2,176.87
NEXT SCHEDULED DUE DATE:	3/23/2015

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

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

Noemi M. Paz  
Printed Name

Noemi Paz  
Signature

APP 007708  
ROA 006114

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #22 4944 Boulder Hwy Las Vegas, NV 89121		PAYMENT MADE ON BEHALF OF OR BY: Noemi Paz
LOAN AGREEMENT IDENTIFICATION NO. 12369-0142688		DATE/TIME OF RECEIPT OF PAYMENT: 03/18/2015 11:12:20 AM
LOAN AGREEMENT DATE: 12/23/2014 1:13:23 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$415.00	AGENT RECEIVING PAYMENT: Carlos Orellana	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$212.03
INTEREST PAID:	\$202.97
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$415.00
BALANCE DUE ON LOAN:	\$1,964.84
NEXT SCHEDULED DUE DATE:	4/22/2015

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

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

Noemi M. Paz  
Printed Name

Noemi Paz  
Signature

APP 007709  
ROA 006115

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

1/21/15

Account Number: 12369-0142688

<b>Customer Name:</b> Noemi Paz <b>Address:</b> 4130 Balboa Av 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> 4944 Boulder Hwy Las Vegas, NV 89121  <b>Vehicle Information:</b> 2004 TOYOTA COROLLA CE 1NXBR32E44Z303012
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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 12/23/2014 ("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.



# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$219.78	1/22/2015
2	\$219.78	2/21/2015
3	\$219.78	3/23/2015
4	\$219.78	4/22/2015
5	\$219.78	5/22/2015
6	\$219.78	6/21/2015
7	\$219.78	7/21/2015
8	\$314.29	8/20/2015
9	\$314.29	9/19/2015
10	\$314.29	10/19/2015
11	\$314.29	11/18/2015
12	\$314.29	12/18/2015
13	\$314.29	1/17/2016
14	\$314.26	2/16/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$3,738.46

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

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

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

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

**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.

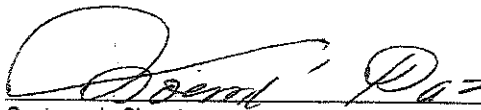
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal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

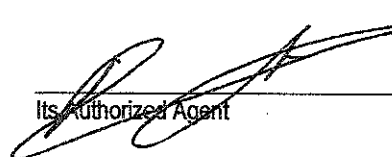
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment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

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

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 10:14 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 74335

District Court No. A-16-743134-J

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APPELLANT'S APPENDIX

VOLUME 32 of 75

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ADAM PAUL LAXALT

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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

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 1/21/15

Account Number: 13869-0138539

<b>Customer Name:</b> Mauricio Morales <b>Address:</b> 9050 W Tropicana Ave #1105 Las Vegas, NV 89147  <b>Co-Borrower Name:</b>  <b>Address:</b> 	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  <b>Vehicle Information:</b> 2009 Nissan Cube JN8AZ28R49T114382
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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 12/02/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

# **Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$551.70	1/1/2015
2	\$551.70	1/31/2015
3	\$551.70	3/2/2015
4	\$551.70	4/1/2015
5	\$551.70	5/1/2015
6	\$551.70	5/31/2015
7	\$551.70	6/30/2015
8	\$717.14	7/30/2015
9	\$717.14	8/29/2015
10	\$717.14	9/28/2015
11	\$717.14	10/28/2015
12	\$717.14	11/27/2015
13	\$717.14	12/27/2015
14	\$717.16	1/26/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,881.90

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

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

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

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

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

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

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

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


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


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

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

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

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

 01/21/2015  
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) 804-5366.

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

NAME AND ADDRESS OF THE LICENSEE: Tim Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Mauricio Morales
LOAN AGREEMENT IDENTIFICATION NO. 13869-0138539		DATE/TIME OF RECEIPT OF PAYMENT: 04/02/2015 09:51:22 AM
LOAN AGREEMENT DATE: 12/2/2014 6:36:33 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Ashley Williams	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$550.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$550.00
PLANCE DUE ON LOAN:	\$4,976.54
NEXT SCHEDULED DUE DATE:	5/1/2015

Account paid in full by rescission.

Account paid in full.

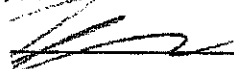
Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the vehicle's Title to you.

Repayment Plan Agreement.

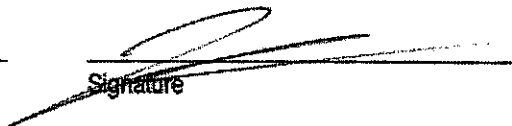
Grace Period Plan Agreement.

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

Mauricio Morales



Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Mauricio Morales	
LOAN AGREEMENT IDENTIFICATION NO. 13869-0138539		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 12:51:15 PM	
LOAN AGREEMENT DATE: 12/2/2014 6:36:33 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$546.00			
		AGENT RECEIVING PAYMENT: Carlos Obando	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$546.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$546.00
BALANCE DUE ON LOAN:	\$5,035.61
NEXT SCHEDULED DUE DATE:	4/1/2015

- ☐ 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.

Mauricio Morales

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Mauricio Morales	
LOAN AGREEMENT IDENTIFICATION NO. 13869-0138539		DATE/TIME OF RECEIPT OF PAYMENT: 01/31/2015 10:37:22 AM	
LOAN AGREEMENT DATE: 12/2/2014 6:36:33 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$560.00			
		AGENT RECEIVING PAYMENT: Jason Stinehour	

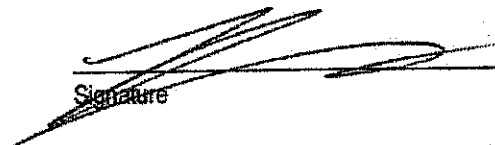
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$56.60
INTEREST PAID:	\$503.40
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,963.40
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.

Mauricio J Morales  
Printed Name

  
Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148	PAYMENT MADE ON BEHALF OF OR BY: Mauricio Morales
LOAN AGREEMENT IDENTIFICATION NO. 13869-0138539	DATE/TIME OF RECEIPT OF PAYMENT: 01/21/2015 12:18:52 PM
LOAN AGREEMENT DATE: 12/2/2014 6:36:33 PM	
If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$600.00	AGENT RECEIVING PAYMENT: Jason Stinehour

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$600.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$600.00
BALANCE DUE ON LOAN:	\$5,339.50
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.

Mauricio J Morales  
Printed Name

  
Signature

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
JN8AZ28R49T114382	2009	NISS	CUBE S/SL/	T4W	NV007455063
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
12/29/2014	20	G			GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	ACTUAL MILES				

## OWNER(S) NAME AND ADDRESS

MORALES MAURICIO JESUS  
MORALES MAURICIO WILFREDO  
5821 SALMON FALLS ST  
LAS VEGAS NV 89113-1745

OR

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA  
5060 S FORT APACHE RD STE 140  
LAS VEGAS NV 89148

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.

007455063

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

ROA 005883

### Ability to Pay Summary

Loan Number	13869-0138539
Customer Name	Mauricio Morales
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$20
MLV Amount	\$5,000
Gross Monthly Income	\$4,000.00
Current and Expected Monthly Obligations	\$850.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,150.00

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

### 210 INSTALLMENT LOAN BREAKDOWN

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

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

STANDARD TITLEMAX LOAN TYPES		
MLV \$2.00 Day	Multi-Car	US 210%

APP 007478  
ROA 005884

## Contact Information

12/2/2014

Company: Titlemax (314391)  
 Contact: Suzanne Gillespie  
 E-Mail: suzanne.gillespie@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2009 Nissan cube SL 4D Wagon

MSRP: \$16,790  
 Fin Adv: \$8,525  
 Equip Ret: \$17,865  
 Tire Size: 195/55R16  
 Base HP: 122 @ 5200  
 Taxable HP: 17.4  
 Model Number: 62319  
 Price Includes: AT AC EW

VIN: JN8AZ28R49T114382  
 UVC: 2009640268  
 MPG: 28/30  
 Weight: 2844  
 Fuel Type: Gas  
 Wheelbase: 99.6  
 End of Term Months: 0

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

## Wholesale Black Book values as of 12/2/2014

	X-CL	Clean	Average	Rough
Base	\$8,950	\$8,150	\$6,950	\$5,550
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$8,950	\$8,150	\$6,950	\$5,550

## Trade In Black Book values as of 12/2/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$8,270	\$7,130	\$5,270
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,270	\$7,130	\$5,270

## Retail Black Book values as of 12/2/2014

	X-CL	Clean	Average	Rough
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APP 007479  
 ROA 005885/2014

# Black Book Print Vehicle

	X-CL	Clean	Average	Rough
Base	\$11,525	\$10,550	\$8,975	\$7,150
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$11,525	\$10,550	\$8,975	\$7,150

## Residual Black Book values as of 12/2/2014

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	\$5,550	\$4,700	\$4,300	\$3,925	\$3,550	\$3,200	\$2,550	\$0
Options	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	\$5,550	\$4,700	\$4,300	\$3,925	\$3,550	\$3,200	\$2,550	\$0

## Black Book Add/Deducts

Alloy Wheels +250

APP 007480  
ROA 005886 12/2/2014

# Loan Analysis

5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Casewise Version 40462  
Fiscal Date 05/09/2015  
User Id 562

Loan ID: 13869-013853  
Module INS  
Loan Type A3  
Payment Interval 30 Days Interval  
Amortizing Type Amortizing  
Cust: 13869-006452  
NV 210 Multi Car (10.99%)  
Morales, Mauricio J

**Loan Origination:**  
Origination Date: Tuesday 12/02/2014  
Current Loan Status: Grace Days:0 Log Item  
Amount Advanced: \$5,020.00  
Normal First Payment Due: 01/01/2015  
Cash Advance Fee: \$0.00  
First Payment Due Date: 01/01/2015  
Origination Charge: \$0.00  
Extra Interest Days In First Period: 0  
Maintenance Fees: \$0.00  
Second Payment Due Date: 01/31/2015  
Interest Charges: \$2,434.83  
Final Payment Due Date:  
Total Amount: \$7,454.83  
Amount: \$1,064.98  
Duration: Days  
Balloon Amount: \$0.00  
Next Due Date: 05/01/2015  
Grace Date: 05/01/2015  
Minimum Payment: \$4,963.40  
Principal Balance: \$5,503.84  
**Total Finance Charges:** \$2,434.83  
**Payment Count:** 7  
**APR:** 0133.7129%  
**Total Amount Due:** \$5,503.84

**Loan Type Settings:**  
Due Dates Will Skip Holidays: True  
Set Due Dates On End Of Month: False  
Accrue Only Thru Due Date On Payments Made Within Grace Period: False  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False  
TeleTrack Approval: Prompt For Check: True  
Balloon Amount Type: Balloon Amount Procedure:  
Track Other Lender Information: Tracking ID: Balloon Amount:  
Early Payoff Rebate Proc: LoanInterestProrateCalculator

**Periodic Fees:**  
Amount Type Flat/Rate Amount  
109 10.99% Flat INT Rate 10.99000 % N 5/1/2015 LoanTitleMax210FeeCalculator  
Flat or Rate: Value: \$

**Late Charges:** Default Grace Days: 0 Late Charge Type:  
Payment Tolerance: \$10.00  
Pre-Autopay Days: 0  
Late Fee Type:  
Late Fee Descr.:  
Calculation Procedure:

**ACH Autopay:** False  
Auto Pay Decision Procedure:  
Check Scheduled Principal: False  
Check Principal Procedure:

**Payment Plan:** INS Installment Loans  
Collateral Value Protocol: Payment Replacement: Never replace  
Collateral Deposit Date Proc:

**Collateral Settings:** Title  
Prompt For Check: No  
Collateral First: No  
Check Date: Deposit Method:  
**Loan Collateral:** Value \$7,454.83  
Date To Deposit Pick Routing Replaced Deposit Date Check 21 Automobile Collateral Serial / License  
Deposit ID Deposited ID Make Model Number / State  
Nissan 2009 Cube JN8AZ28R49T 472WCW NV

Loan Collateral:		Value	Date To Pick Up	Account #	Deposit Rule	Nissan 2009	472VWCW NV					
1	Title	\$7,454.83										
Payment Schedule:		Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From	To Date	#Days	Satisfied	
1	Thursday 01/01/2015	30 Days	\$5,020.00	\$551.70	\$0.00	\$513.28	\$1,064.98	\$4,506.72	12/03/2014	01/01/2015	30	01/21/2015
2	Saturday 01/31/2015	30 Days	\$4,506.72	\$495.29	\$0.00	\$569.69	\$1,064.98	\$3,937.03	01/02/2015	01/31/2015	30	01/31/2015
3	Monday 03/02/2015	30 Days	\$3,937.03	\$432.68	\$0.00	\$632.30	\$1,064.98	\$3,304.73	02/01/2015	03/02/2015	30	03/06/2015
4	Wednesday 04/01/2015	30 Days	\$3,304.73	\$363.19	\$0.00	\$701.79	\$1,064.98	\$2,602.94	03/03/2015	04/01/2015	30	04/02/2015
5	Friday 05/01/2015	30 Days	\$2,602.94	\$286.06	\$0.00	\$778.92	\$1,064.98	\$1,824.02	04/02/2015	05/01/2015	30	
6	Sunday 05/31/2015	30 Days	\$1,824.02	\$200.46	\$0.00	\$864.52	\$1,064.98	\$959.50	05/02/2015	05/31/2015	30	
7	Tuesday 06/30/2015	30 Days	\$959.50	\$105.45	\$0.00	\$959.50	\$1,064.95	\$0.00	06/01/2015	06/30/2015	30	
		Payment	Amount	Principal	Fees	Credit	New	Pro.	Date	Sale Item		
					Charged	Paid	Amt.	Rev.	Entered	ID		
									12/2/2014 6:37:06 PM	13869-187449		

Transaction Summary:		Type	Payment Amount	Amount Due	Principal Applied	Fees Charged	Fees Paid	Credit Amt	New Due Date	Pro. Rev.	Date Entered	Sale Item ID
1	Tuesday 12/02/2014	NEL	\$0.00	\$5,020.00	\$5,020.00	\$0.00	\$0.00	\$0.00		P	12/2/2014 6:37:06 PM	13869-187449
2	Thursday 01/01/2015	FEE	\$0.00	\$551.70	\$0.00	\$551.70	\$0.00	\$0.00		P	12/31/2014 7:19:19 PM	
13	Wednesday 01/21/2015	PMT	\$600.00	(\$232.20)	\$0.00	\$367.80	\$600.00	\$0.00	01/31/2015	2	1/21/2015 12:18:53 PM	13869-201348
14	Saturday 01/31/2015	PMT	\$560.00	(\$376.10)	(\$56.60)	\$183.90	\$503.40	\$0.00	03/02/2015	3	1/31/2015 10:37:28 AM	13869-204422
15	Monday 03/02/2015	FEE	\$0.00	\$545.48	\$0.00	\$545.48	\$0.00	\$0.00		P	3/2/2015 7:13:28 PM	
17	Friday 03/06/2015	PMT	\$546.00	(\$473.27)	\$0.00	\$72.73	\$546.00	\$0.00	04/01/2015	4	3/6/2015 12:51:17 PM	13869-215015
18	Wednesday 04/01/2015	FEE	\$0.00	\$472.75	\$0.00	\$472.75	\$0.00	\$0.00		P	3/31/2015 7:13:47 PM	
21	Thursday 04/02/2015	PMT	\$550.00	(\$531.82)	\$0.00	\$18.18	\$550.00	\$0.00	05/01/2015	5	4/2/2015 9:51:24 AM	13869-222008
23	Friday 05/01/2015	FEE	\$0.00	\$527.30	\$0.00	\$527.30	\$0.00	\$0.00		P	5/1/2015 7:03:03 PM	

Proposal Totals:		Amount	Amount	Principal	Fees	Fees	Fees	Pro. Rev.	Date Entered	Sale Item ID
		\$2256.00	\$5503.84	\$4963.40	\$2739.84	\$2199.40	\$0.00			

Detail:		Proposal Type	Fee Type	Amount	Operation Type	Description	Fees Earned	Period	Fees Applied From	Date To Date	Pro. Rev.	Date Entered	Sale Item ID
1	12/02/2014	NEL	PRI	5020.00	MOD 2	Modify Amount	01/01/2015	1	12/03/2014	01/01/2015	P	12/2/2014 6:37:17 PM	13869-187449
2	01/01/2015	FEE	109	551.70	FEE 3	Apply Fees	01/21/2015	2	01/02/2015	01/31/2015	P	12/31/2014 7:19:20 PM	
13	01/21/2015	PMT	109	367.80	FEE 5	Apply Fees					P	1/21/2015 12:20:06 PM	13869-201348
13	01/21/2015	PMT	109	-800.00	PAY 7	Apply Payment					P	1/21/2015 12:20:07 PM	13869-201348
14	01/31/2015	PMT	109	183.90	FEE 8	Apply Fees	01/31/2015	2	01/22/2015	01/31/2015	P	1/31/2015 10:38:45 AM	13869-204422
14	01/31/2015	PMT	109	-56.60	PAY 10	Apply Payment					P	1/31/2015 10:38:45 AM	13869-204422
14	01/31/2015	PMT	109	-503.40	PAY 10	Apply Payment					P	1/31/2015 10:38:45 AM	13869-204422
14	01/31/2015	PMT	109	545.48	FEE 11	Apply Fees	03/02/2015	3	02/01/2015	03/02/2015	P	3/2/2015 7:13:27 PM	
15	03/02/2015	FEE	109	72.73	FEE 13	Apply Fees	03/06/2015	4	03/03/2015	04/01/2015	P	3/6/2015 12:51:50 PM	13869-215015
17	03/06/2015	PMT	109	-546.00	PAY 15	Apply Payment					P	3/6/2015 12:51:50 PM	13869-215015
17	03/06/2015	PMT	109	472.75	FEE 16	Apply Fees	04/01/2015	4	03/07/2015	04/01/2015	P	3/31/2015 7:13:47 PM	
18	04/01/2015	FEE	109	18.18	FEE 18	Apply Fees	04/02/2015	5	04/02/2015	05/01/2015	P	4/2/2015 9:53:05 AM	13869-222008
21	04/02/2015	PMT	109	-550.00	PAY 20	Apply Payment					P	4/2/2015 9:53:05 AM	13869-222008
21	04/02/2015	PMT	109	527.30	FEE 21	Apply Fees	05/01/2015	5	04/03/2015	05/01/2015	P	5/1/2015 7:03:03 PM	

APP-007481  
ROA 005887

# Loan Analysis

Caswise Version 40462 Fiscal Date 05/09/2015 User Id 562

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Loan ID:	13869-013853	NV 210 Multi Car (10.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust:	13869-006452	Morales, Mauricio J	INS	A3	30 Days Interval	Amortizing

Detail:	Proposal Type	Fee Type	Amount Type	Operation Type	Amount	Period	Fees Earned	Fees Applied From Date	To Date	Pro. Rev.	Date Entered	Sale Item ID
23 05/01/2015	FEE	109	INT	FEE 21 Apply Fees	527.30	05/01/2015	5	04/03/2015	05/01/2015	P	5/1/2015 7:03:03 PM	

Total Amount Due: \$5503.84

Refinance Rules:	Override Refinance Setting Procedure:	Allow Additional Principal:	No
Can Be Consolidated:	No	Allow Principal Pay Down:	No
Can Consolidate Others:	No	Early Extend From Term Date:	No
		Late Extend From Term Date:	No

Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 LRP Refinance Loan Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 NEL New Loan Report Event ID: TMI		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 PMT Deferred Loan Payment Report Event ID: ABR		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 POF Deferred Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 REL Refinance to InstallmentLoan Report Event ID: TMA		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A3 RES Rescinded Report Event ID: TRR		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure

APP 007482

## Account Information

Name:	Morales,Mauricio	Loan #:	20138539	SSN:	XXX-XX-1
Address:	9050 W Tropicana Ave #1105,Las Vegas,NV,89147	Loan Date:	12/02/2014	Amount Financed:	5020.00
Last Payment Amount:	550.00	Last Payment Date:	04/02/2015	Interest Due:	776.8107
Late fee due:	0.00	Principal due:	4963.40	Cash Available:	0.00
Total Due:	5740.20	Collateral Type:	Vehicle	Loan Status:	Open
ACH Type:	ACH Opt-In	Title Status:	Current	Pay Frequency:	N/A
Gross Income:	1.00	Net Income:	0.00	Installment Amt:	545.48
Loan Maturity Date:	01/26/2016	Default Date:		Primary Bank A/C:	Active
Lot:	3	Stop interest Date:		Past Due Days:	22
Bankruptcy:	N/A	Repo Status:	N/A	Minimum payment due:	545.48
Daily Interest:	18.1824	Late Fee Date :		Vin:	JN8AZ28
Due Date:	05/01/2015	Returned Balance:	0.00	ACV:	0
Vehicle:	Cube	BB Value:	7454.83	Borrower Text Opt In	N
Payment Made on:	04/02/2015	No Call Start Date			
PDN Date		No Call End Date			
Vehicle Grade					

## Collection/Reminder Log

DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

Language Preference: English

Contact

Name

Phone Nbr

DNC

Customer

Mauricio Morales Primary #: (702)336-8486

Ext

Secondary #:

Ext

Alternative #:

Ext

Co-Borrower/Co-Own:

Co-Signer Name:

Co-Signer SSN:

Is Co-Borrower:

Is Co-Owner:

Co-Signer Home Phor

Co-Signer Cell Phone

Relation:

Employer Name:

Employer Contact:

Work Address:

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

## Customer Notes

## Collection Effort

Action Taken

Response

Comments

APP 007483  
ROA 005889

5/23/2015



[Back](#) [Submit](#)**Collection History**

Date	User	Action	Response	Comment/Commitment Date & Amount
05/22/2015 16:19	Stephanie Bollinger	Commitment Date	See comments	CUST CALLED SAID HE IS OVERSEAS WBI HERE FOR SURE, OLY CALLED CUZ WE CALLED HIS REFS!! Date: 05/29/2015 \$ 550.00
05/22/2015 15:28	Stephanie Bollinger	Customer Data Changed	See comments	Id Exp Date
05/21/2015 10:55	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/20/2015 18:58	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/19/2015 11:13	Stephanie Bollinger	No Contact	See comments	CUST PICKED UP AND HUNG UP
05/18/2015 19:38	MARLENE LIEN	No Contact	See comments	CC LNM 2ND ROUND
05/18/2015 11:45	Stephanie Bollinger	No Contact	See comments	LVM-PRI

[Previous Record](#)[Next Record](#)

APP 007484  
ROA 005890

Transaction History																			
<b>Customer</b>																			
Customer: Morales, Mauricio					Cust Nbr: 645428					Pay Frequency: N/A									
Co-Borrower Nbr:					Collateral Type: VEHICLE					Is HitList Customer: No									
Income Amount: 1.00					Bankruptcy: N/A														
Is Co-Borrower on the Contract: No					Is Co-Borrower is an Additional Owner: No					Owner Ship Type: N/A									
<b>Loan</b>																			
Loan Nbr: 20138539					Loan Date: 12/02/2014					Due Date : 05/01/2015									
Loan Amt: 5020.00					DMV Fee : 0.00														
Daily Interest : 18.1824					LOT Status: LOT 3					Interest Rate: 133.71									
EMLV: 0																			
<b>Payment &amp; Outstanding</b>																			
Principal Paid To Date: 56.60					Interest Paid To Date: 2199.40					Penalty Fees Paid To Date: 0.00									
Principal Outstanding: 4963.40					Earned and Unpaid Interest: 776.81					Penalty Fees Due: 0.00									
Principal Balance Remaining: 4963.40																			
No. of Inst: 14					Inst Amt: 1064.98					APR %: 133.71									
Amount Due Today: 5740.20																			
<b>Other Info.</b>																			
Key Capture: No					Title Status: Title Received					Certificate #: 007455063									
Refinance: (Y/N) N					Refinanced Loan Nbr:														
Add-On Amount: 0					Opt-out of Arbitration (Y/N): N					Opt-out of Privacy Policy (Y/N): N									
<b>Vehicle Information</b>																			
Make	Model	Vin	Year	Series	BlackBook Value	Gross Income	Customer Income Information												
Nissan	Cube	JN8AZ28R49T114382	2009	null	0	Average 0													
<b>Transactional Events</b>																			
Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender type	Principal Amt	Interest	CSO	DMV Fee	Orig NSF Fee	NSF Fee	Late Fee	Waived Late Fee	Waived Repo Fee	Sale Refund Amt	Emp Name	Paid By	
1	1386920138539	05/14/2015	Printed OERP letter	-5740.21	-4963.40	-776.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Sollinger, Stephanie	
2	1386920138539	04/02/2015	Payment	-550.00	Cash	0.00	-550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
3	1386920138539	03/06/2015	Payment	-546.00	Cash	0.00	-546.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
4	1386920138539	01/31/2015	Payment	-560.00	Cash	-56.60	-503.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
5	1386920138539	01/21/2015	Payment	-600.00	Cash	0.00	-600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
6	1386920138539	12/02/2014	Advance	5020.00	Check	5020.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	
<input type="button" value="Receipt"/> <input type="button" value="Agreement"/> <input type="button" value="Print History"/> <input type="button" value="DMV Form"/> <input type="button" value="VCR Form"/> <input type="button" value="OERP Letter"/> <input type="button" value="Print Schedule"/> <input type="button" value="Close"/>																			
<b>Check Details</b>																			
To		Check Number		check Amt		Reprint_Check													
Morales, Mauricio J		NA		5000.00		Yes													
DMV		NA		20.00		Yes													
<b>Installment Summary</b>																			
Installment	Installment Date	Payment Date	Amount	Installment Status															
1	01/01/2015	01/21/2015	551.70	PAID															
2	01/31/2015	01/31/2015	545.48	PAID															
3	03/02/2015	03/06/2015	545.48	PAID															
4	04/01/2015	04/02/2015	545.48	PAID															
5	05/01/2015	05/01/2015	545.48	OPEN															
6	05/31/2015	05/31/2015	545.48	OPEN															
7	06/30/2015	06/30/2015	545.48	OPEN															
8	07/30/2015	07/30/2015	709.06	OPEN															
9	08/29/2015	08/29/2015	709.06	OPEN															
10	09/28/2015	09/28/2015	709.06	OPEN															
11	10/28/2015	10/28/2015	709.06	OPEN															
12	11/27/2015	11/27/2015	709.06	OPEN															
13	12/27/2015	12/27/2015	709.06	OPEN															
14	01/26/2016	01/26/2016	709.04	OPEN															
2256																			
<b>Other Payments</b>																			
<b>Original Schedule</b>																			
Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance											
1	01/01/2015	30	1064.98	551.7000	551.7000	551.7000	513.28	4506.72											
2	01/31/2015	30	1064.98	495.2900	495.2900	495.2900	569.69	3937.03											
3	03/02/2015	30	1064.98	432.6800	432.6800	432.6800	632.30	3304.73											
4	04/01/2015	30	1064.98	363.1900	363.1900	363.1900	701.79	2602.94											
5	05/01/2015	30	1064.98	286.0600	286.0600	286.0600	778.92	1824.02											
6	05/31/2015	30	1064.98	200.4600	200.4600	200.4600	864.52	959.50											
7	06/30/2015	30	1064.95	105.4500	105.4500	105.4500	959.50	0.00											

APP 007485  
ROA 005891

Title Tracking Status			
Title Status	Transaction Date		
New Loan	2014-12-02 00:00:00.0		
Sent to DMV	2014-12-04 00:00:00.0		
Title Received	2015-01-05 00:00:00.0		
Title Charge Off			
Charge Off Status	Transaction Date		
Document Information			
SNO	Document Description	Document Name	Date Created

APP 007486  
ROA 005892

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 13869-013 8539  
Date: 12/2/2014

Customer Name: Mauricio Morales  
Address: 9050 W Tropicana Ave #1105  
Las Vegas NV 89147  
Co-Borrower Name:  
Address:

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

5060 S Fort Apache Rd # 140  
Las Vegas NV 89148

Vehicle Information: VIN: JN8AZ28R49T114382  
License Plate State and No: NV472WCW Color: Silver Year: 2009 Make: Nissan Model: Cube

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, Mauricio Morales, 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 007487  
ROA 005893

## Personal Information

### Source of Income

### Credit References

### Personal References

APP 007488  
ROA 005894

# Co-Applicant Information

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

## ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If your electronic address, mailing address, telephone number, or any information you the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If you withdraw Your Consent, such withdrawal will not affect 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 AN EMAILED DISCLOSURE, 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

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

12/02/2014  
Date

\_\_\_\_\_  
Date



**A - 209**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TTLEMAX OF NEVADA INC. DBA TTLEMAX

Exam Start

Date: 5/26/2015

License Address: 5060 S FT APACHE ROAD, SUITE140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: TERESA SARGENT

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?
13869-0139380	12/6/2014	\$5,000.00	7/4/2015	\$2,186.82	6&1	1026.69/1026.68	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? 2004 FORD F150 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,000 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(1)(c)

(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(1)(b)

(Applies High-Int Loans)

NRS 604A.408(1)

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

N/A

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$9,650.00

NRS 604A.450(1)

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

NRS 604A.445(1)

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

NRS 604A.445(2)

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

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

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

Is the loan a collection account? NO Has the loan been extended or renewed? NO 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 SIGNED GPDA

Date: 12/6/2014

## Title Loan Agreement

Number: 13869-0139380

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 13869-0139380	
FIRST NAME Teresa	LAST NAME Sargent	CO-CUSTOMER FIRST NAME	
SSN [REDACTED]	DRIVERS LIC./STATE ID. NO. [REDACTED]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 10181 W Diablo Dr		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89148	CO-CUSTOMER CITY
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)220-4939	
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTRF04514KC84423		LICENSE PLATE 821 ATB	LICENSEE ZIP CODE 89148
VEHICLE YEAR 2004	VEHICLE MAKE Ford	VEHICLE MODEL F150	COLOR White

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$5,000.00 ("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 07/04/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

# FEDERAL TRUTH-IN-LENDING DISCLOSURES

## ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

121.545 %

## FINANCE CHARGE

The dollar amount the credit will cost you.

\$2,186.82

## Amount Financed

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

\$5,000.00

## Total of Payments

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

\$7,186.82

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,026.69	1/5/2015 and each 30 days thereafter
1	\$1,026.68	7/4/2015

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

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

### Itemization of Amount Financed of

1. Amount given to you directly: \$5,000.00
2. Amount paid on your account: \$5,000.00
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 007495  
ROA 005901

**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:**

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 are owed by you; (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 for equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

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

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

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

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

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

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

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


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

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

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

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

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

  
Customer's Signature      12-5-14  
Date

  
Its Authorized Agent      12/6/14  
Date

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

STATE OF NEVADA  
COUNTY OF Clark

Affidavit

Title Loan Agreement No.: 13869-0139380  
Date: 12/6/2014

Customer Name: Teresa Sargent  
Address: 10181 W Diablo Dr  
Las Vegas NV 89148  
Co-Borrower Name:  
Address:

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

5060 S Fort Apache Rd #140  
Las Vegas NV 89148

Vehicle Information: VIN: 1FTRF04514KC84423  
License Plate State and No: NV 821ATB

Color: White Year: 2004 Make: Ford Model: F150 XF4

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, Teresa Sargent, 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: Teresa Sargent

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

APP 007499  
ROA 005905



# Customer Application

## Personal Information

Date <b>12-6-14</b>	State Issued ID Number [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]
Last Name <b>Argent</b>	First Name <b>Jesus</b>	Email Address <b>jean</b>	
Home Phone <b>304-308-0317</b>	Cell Phone <b>304-308-0317</b>	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone	
Physical Address (Street Number & Name) <b>10181 W Diablo Dr</b>			
City <b>Las Vegas</b>	State <b>NV</b>	Zip <b>89148</b>	Apt # <b>Clark</b>
Mailing Address (if different from physical address) <b>Same</b>			
City	State	Zip	

## Source of Income

Employer's Name [REDACTED]	Employer's Address [REDACTED]	Employer's Phone [REDACTED]	Employer's Email [REDACTED]	Employer's Title [REDACTED]	Employer's Start Date [REDACTED]	Employer's End Date [REDACTED]	Employer's Expected Income [REDACTED]	Employer's Expected Obligations [REDACTED]	Work Shift [REDACTED]
<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"/> Biweekly (every 2 weeks) <input type="checkbox"/> Self-Employed					Gross Monthly Income <b>12-12-2014 \$100.00</b>		Gross Monthly Obligations \$ [REDACTED]		
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no									

## Credit References

Business Name <b>Alvarez Energy</b>	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Phone # [REDACTED]
Business Name <b>Verizon Wireless</b>	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Phone # [REDACTED]

## Personal Bank Accounts

Name [REDACTED]	Address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]	Phone # [REDACTED]
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ROA 005906

## 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				State		Zip													
Mailing Address (if different from physical address)				County															
City				State		Zip													
Employer * (Source of income)				Employer Address (Street Number & Name)															
City				State		Zip													
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 colspan="2">Work Shift</th> </tr> <tr> <th>Gross Monthly Income</th> <th>Gross Monthly Obligations</th> <th></th> <th></th> </tr> <tr> <td>\$</td> <td>\$</td> <td></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.)																			
Friend/Referral		Name of referrer?		Saw Store		Television													
<u>Internet</u>		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 TideMax, 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.

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.

Veresa J. Sargent  
Applicant Signature

12-6-2014  
Date

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

\_\_\_\_\_  
Date

APP 007503  
ROA 005909

## Income Worksheet

<b>A. Requested Loan Amount:</b> <span style="font-size: 1.5em; margin-left: 50px;">5000</span>	<span style="font-size: 1.5em; margin-left: 10px;">1061</span> <b>A. Requested Residual Income:</b>
<b>B. Maximum Loan Value (MLV):</b> <span style="font-size: 1.5em; margin-left: 50px;">5000</span>	<span style="font-size: 1.5em; margin-left: 10px;">1061</span> <b>B. MLV Required Residual Income:</b>

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

Income		
Employment	Description	Amount
Gross Monthly Salary or Wages		\$ 3400.00
Part-Time Gross Monthly Salary or Wages		\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$ —
Social Security/ Disability		\$ 1100.00
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all Income amounts and enter amount here</b>	<b>+ \$ 4500.00</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>- \$ 1600.00</b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> <small>Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income.</small>		<b>= \$ 2900.00</b>
<b>Applicant Name:</b> <span style="font-size: 1.2em; margin-left: 20px;">Teresa Sargent</span>		<span style="font-size: 1.5em; margin-left: 10px;">5000</span> <b>Cash to Customer</b>
<b>Today's date:</b> <span style="font-size: 1.2em; margin-left: 20px;">12-16-2014</span>		<b>***Employee Use Only***</b>

Driver's License/Government Issued ID Number:

ADD 007504  
 ROA 005910

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Teresa Sargent
LOAN AGREEMENT IDENTIFICATION NO. 13869-0139380  LOAN AGREEMENT DATE: 12/6/2014 11:05:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/06/2015 05:55:01 PM
AMOUNT PAID: \$516.65	AGENT RECEIVING PAYMENT: Jason Stinehour	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	<u>\$0.67</u>
INTEREST PAID:	<u>\$515.98</u>
CHARGES PAID:	<u>\$0.00</u>
FEES PAID:	<u>\$0.00</u>
TOTAL AMOUNT PAID TODAY:	<u>\$516.65</u>
BALANCE DUE ON LOAN:	<u>\$4,997.68</u>
NEXT SCHEDULED DUE DATE:	<u>5/5/2015</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.

Teresa Sargent  
Printed Name

Teresa Sargent  
Signature

APP 007505  
ROA 005911

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

**NAME AND ADDRESS OF THE LICENSEE:**

Las Vegas Nv #35  
160 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148

**PAYMENT MADE ON BEHALF OF OR BY:**  
Teresa Sargent

**AN AGREEMENT IDENTIFICATION NO.**  
3869-0139380

**DATE/TIME OF RECEIPT OF PAYMENT:**  
03/06/2015 04:11:54 PM

**AN AGREEMENT DATE:**  
2/6/2014 11:05:00 AM

If you have multiple loans, this payment was applied to the  
loan number identified above.

**APP 007506**  
**ROA 005912**

**RECEIVING PAYMENT:**

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Teresa Sargent
LOAN AGREEMENT IDENTIFICATION NO. 13869-0139380  LOAN AGREEMENT DATE: 12/6/2014 11:05:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/06/2015 05:55:01 PM
AMOUNT PAID: \$516.65	AGENT RECEIVING PAYMENT: Jason Stinehour	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.67
INTEREST PAID:	\$515.98
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$516.65
BALANCE DUE ON LOAN:	\$4,997.68
NEXT SCHEDULED DUE DATE:	5/5/2015

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

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

Teresa Sargent  
Printed Name

Teresa Sargent  
Signature

APP 007507  
ROA 005913



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Teresa Sargent	
LOAN AGREEMENT IDENTIFICATION NO. 13869-0139380  LOAN AGREEMENT DATE: 12/6/2014 11:05:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 04:11:54 PM	
AMOUNT PAID: \$500.00		AGENT RECEIVING PAYMENT: Jason Stinehour	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.60
INTEREST PAID:	\$499.40
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,998.35
NEXT SCHEDULED DUE DATE:	4/5/2015

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

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

Teresa S. Sargent  
Printed Name

Teresa S. Sargent  
Signature

APP 007508  
ROA 005914

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Teresa Sargent
LOAN AGREEMENT IDENTIFICATION NO. 13869-0139380		DATE/TIME OF RECEIPT OF PAYMENT: 02/04/2015 05:13:39 PM
LOAN AGREEMENT DATE: 12/6/2014 11:05:00 AM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$500.00	AGENT RECEIVING PAYMENT: Carlos Obando	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.55
INTEREST PAID:	\$499.45
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,998.95
NEXT SCHEDULED DUE DATE:	3/6/2015

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

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

Teresa S. Sargent  
Printed Name

Teresa Sargent  
Signature

APP 007509  
ROA 005915

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Teresa Sargent
LOAN AGREEMENT IDENTIFICATION NO. 13869-0139380  LOAN AGREEMENT DATE: 12/6/2014 11:05:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/05/2015 05:14:56 PM
AMOUNT PAID: \$500.00	AGENT RECEIVING PAYMENT: Jason Stinehour	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.50
INTEREST PAID:	\$499.50
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$500.00
BALANCE DUE ON LOAN:	\$4,999.50
NEXT SCHEDULED DUE DATE:	2/4/2015

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

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

Michael D Sargent  
Printed Name

Michael D Sargent  
Signature

APP 007510  
ROA 005916

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 1/5/15

Account Number: 13869-0139380

<b>Customer Name:</b> Teresa Sargent <b>Address:</b> 10181 W Diablo Dr Las Vegas, NV 89148  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  <b>Vehicle Information:</b> 2004 Ford F150 1FTRF04514KC84423
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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 12/08/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

# **Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$499.50	1/5/2015
2	\$499.50	2/4/2015
3	\$499.50	3/6/2015
4	\$499.50	4/5/2015
5	\$499.50	5/5/2015
6	\$499.50	6/4/2015
7	\$499.50	7/4/2015
8	\$714.29	8/3/2015
9	\$714.29	9/2/2015
10	\$714.29	10/2/2015
11	\$714.29	11/1/2015
12	\$714.29	12/1/2015
13	\$714.29	12/31/2015
14	\$714.26	1/30/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,496.50

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

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

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

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

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

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

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 1FTRF04514KC84423 YEAR 2004 MAKE FORD MODEL F150 VEHICLE BODY TPK TITLE NUMBER NV007412737  
DATE ISSUED 12/06/2014 ODOMETER MILES ODOMETER BRAND EXEMPT FUEL TYPE G SALES TAX PD EMPTY WT GROSS WT 7200 GVWR  
VEHICLE COLOR BRANDS

## OWNER(S) NAME AND ADDRESS

SARGENT TERESA JEAN  
10181 W DIABLO DR  
LAS VEGAS NV 89148-6406

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
5060 S. FORT APACHE STE 140  
LAS VEGAS NV 89147

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

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

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

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

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

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

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

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_

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.

23052440  
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

ROA 005921



### Ability to Pay Summary

Loan Number	13869-0139380
Customer Name	Teresa Sargent
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$0
MLV Amount	\$5,000
Gross Monthly Income	\$4,100.00
Current and Expected Monthly Obligations	\$1,200.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	9.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,900.00

### 210 INSTALLMENT RATE STRUCTURE

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$ 10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$ 5,000
Interest Rate	9.99%
Max Cash to Customer Amount	\$ 5,000.00
Actual Cash to Customer Amount	\$ 5,000.00
Title Fee Amount	\$ -
Total Loan Amount	\$ 5,000

Amortized Loan Payment	\$1,026.69
Total Payback Amount	\$7,186.83
Minimum Payment to Extend	\$499.50
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$714.29

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Add-On/No DMV Fee 9.99%

APP 007516  
ROA 005922

## 12/6/2014

Telephone: 404-542-6618

**Fax:**

E-Mail: [suzanne.gillespie@titlemax.biz](mailto:suzanne.gillespie@titlemax.biz)

## Notes

**Vehicle Info For 2004 Ford F150 FX4 Reg Cab 4WD**

Adj. State: National

Mileage: 0

**Mileage Cat: D**

**Cylinders: 8**

**Transmission:** A

**Drive Train: 4WD**

End of Term 0

Months: 0

**Price Includes: AT AC**

**Wholesale Black Book values as of 12/5/2014**

	X-CL	Clean	Average	Rough
Base	N/A	\$9,400	\$6,850	\$5,150
Options	N/A	\$100	\$100	\$100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	<b>\$9,500</b>	<b>\$6,950</b>	<b>\$5,250</b>

**Trade In Black Book values as of 12/5/2014**

	X-CL	Clean	Average	Rough
Base	N/A	\$9,550	\$7,000	\$4,890
Options	N/A	\$100	\$100	\$100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	<b>\$9,650</b>	<b>\$7,100</b>	<b>\$4,990</b>

**Retail Black Book values as of 12/5/2014**

**X-CL      Clean      Average      Rough**

APP 007517  
ROA 005923

	X-CL	Clean	Average	Rough
Base	N/A	\$12,150	\$9,125	\$6,975
Options	N/A	\$100	\$100	\$100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,250	\$9,225	\$7,075

## Residual Black Book values as of 12/5/2014

	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

☒ Flareside +100  
 w/o Factory Air -225

APP 007518  
 ROA 005924

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version Fiscal Date User Id  
40462 05/09/2015 562

Loan ID: 13869-013938 NV 210 Day Add-On/No DMV Fee (9.99%) Module Loan Type Payment Interval Amortizing Type  
Cust: 13869-006477 Sargent, Teresa J INS B2 30 Days Interval Amortizing

**Loan Origination:** Origination Date: Saturday 12/06/2014 **Current Loan Status:** Grace Days:0 Apply Fees  
Amount Advanced: \$5,000.00 Normal First Payment Due: 01/05/2015 Balloon Amount: \$0.00  
Cash Advance Fee: \$0.00 First Payment Due Date: 01/05/2015 Amount: Next Due Date: 05/05/2015  
Origination Charge: \$0.00 Extra Interest Days In First Period: 0 Grace Date: 05/05/2015  
Maintenance Fees: \$0.00 Second Payment Due Date: 02/04/2015 Amount: \$1,026.69 Minimum Payment:  
Interest Charges: \$2,186.82 Final Payment Due Date: Days Principal Balance: \$4,997.68  
Total Amount: \$7,186.82

**Total Finance Charges:** \$2,186.82 **Payment Count:** 7 **APR:** 0121.5450% **Total Amount Due:** \$5,480.31

**Loan Type Settings:** Due Dates Will Skip Holidays: TeleTrack Approval: Track Other Lender Information:  
Set Due Dates On End Of Month: False Prompt For Check: Tracking ID:  
Accrue Only Thru Due Date On Payments Made Within Grace Period: False Balloon Amount Type: Balloon Amount:  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False Balloon Amount Procedure:

**Periodic Fees:** Amount Type Flat/Rate Amount Applied Calculation Procedure Early Payoff Rebate Proc.  
999 9.99% Flat INT Rate 9.990000 % N 5/5/2015 LoanTitleMax210FeeCalculator LoanInterestProrateCalculator

**Late Charges:** Default Grace Days: 0 Late Charge Type: Flat or Rate: Value:  
Payment Tolerance: \$10.00 Late Fee Type: \$  
Pre-Autopay Days: 0 Late Fee Descr.:  
Calculation Procedure:  
Auto Pay Decision Procedure: Check Interest Threshold: False  
Check Scheduled Principal: False Interest Threshold Tolerance: \$0.00  
Check Principal Procedure: Check Interest Procedure:

**Payment Plan:** INS Installment Loans **Pmt. Proc:** LoanProactiveInterestPaymentAmounts  
**Collateral Settings:** Title Collateral Value Protocol:  
Prompt For Check: No Payment Replacement: Never replace  
Collateral First: No Deposit Method: CollateralDepositDateProc:

Loan Collateral:	Value	Date To Pick	Routing	Replaced	Deposit	Date	Check 21	Automobile	Collateral	Serial / License
		Deposit	Up Account #	Deposit Rule	ID	Deposited	ID	Make	Model	Number / State
1 Title	\$7,186.82							Ford 2004	F150	1FTRF04514K 821 ATB NV

Payment Schedule:		Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From	To Date	#Days	Satisfied
1 Monday	01/05/2015 30 Days	\$5,000.00	\$499.50	\$0.00	\$527.19	\$1,026.69	\$4,472.81	12/07/2014	01/05/2015	30	01/05/2015
2 Wednesday	02/04/2015 30 Days	\$4,472.81	\$446.83	\$0.00	\$579.86	\$1,026.69	\$3,892.95	01/06/2015	02/04/2015	30	02/04/2015
3 Friday	03/06/2015 30 Days	\$3,892.95	\$388.91	\$0.00	\$637.78	\$1,026.69	\$3,255.17	02/05/2015	03/06/2015	30	03/06/2015
4 Sunday	04/05/2015 30 Days	\$3,255.17	\$325.19	\$0.00	\$701.50	\$1,026.69	\$2,553.67	03/07/2015	04/05/2015	30	04/05/2015
5 Tuesday	05/05/2015 30 Days	\$2,553.67	\$255.11	\$0.00	\$771.58	\$1,026.69	\$1,782.09	04/06/2015	05/05/2015	30	
6 Thursday	06/04/2015 30 Days	\$1,782.09	\$178.03	\$0.00	\$848.66	\$1,026.69	\$933.43	05/06/2015	06/04/2015	30	
7 Saturday	07/04/2015 30 Days	\$933.43	\$93.25	\$0.00	\$933.43	\$1,026.68	\$0.00	06/05/2015	07/04/2015	30	

Transaction Summary:		Payment	Amount	Principal	Fees	Fees	Credit	New	Pro.	Date	Sale Item
Type	Amount	Due	Applied	Charged	Paid	Amt.	Due Date	#	Rev.	Entered	ID
1 Saturday	12/06/2014 NEL	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00			P	12/6/2014 11:05:10 AM	13869-188704
3 Monday	01/05/2015 PMT	\$500.00	(\$0.50)	(\$0.50)	\$499.50	\$499.50	02/04/2015 2	P	1/5/2015 5:14:58 PM	13869-196840	
4 Wednesday	02/04/2015 PMT	\$500.00	(\$0.55)	(\$0.55)	\$499.45	\$499.45	03/06/2015 3	P	2/4/2015 5:13:41 PM	13869-205855	
5 Friday	03/06/2015 PMT	\$500.00	(\$0.60)	(\$0.60)	\$499.40	\$499.40	04/05/2015 4	P	3/6/2015 4:12:02 PM	13869-215176	
6 Sunday	04/05/2015 FEE	\$0.00	\$499.34	\$0.00	\$499.34	\$0.00		P	4/4/2015 3:58:13 PM		
8 Monday	04/06/2015 PMT	\$516.65	(\$500.01)	(\$0.67)	\$16.64	\$515.98	05/05/2015 5	P	4/6/2015 5:55:05 PM	13869-223327	
11 Tuesday	05/05/2015 FEE	\$0.00	\$482.63	\$0.00	\$482.63	\$0.00		P	5/5/2015 7:15:18 PM		

**Proposal Totals:** \$2016.65 \$5480.31 \$4997.68 \$2496.96 \$2014.33 \$0.00

Detail:		Proposal	Fee	Amount	Operation	Fees Period	Fees Applied	Pro.	Date	Sale Item
Type	Type	Type	Type	Amount	Type ##Description	Earned ##	From Date To Date	Rev.	Entered	ID
1 12/06/2014	NEL	PRI		5000.00	MOD 2 Modify Amount			P	12/6/2014 11:05:58 AM	13869-188704
3 01/05/2015	PMT	999	INT	499.50	FEE 3 Apply Fees	01/05/2015 1	12/07/2014 01/05/2015	P	1/5/2015 5:15:42 PM	13869-196840
3 01/05/2015	PMT	PRI		-0.50	PAY 5 Apply Payment			P	1/5/2015 5:15:42 PM	13869-196840
3 01/05/2015	PMT	999	INT	-499.50	PAY 5 Apply Payment			P	1/5/2015 5:15:42 PM	13869-196840
4 02/04/2015	PMT	999	INT	499.45	FEE 6 Apply Fees	02/04/2015 2	01/06/2015 02/04/2015	P	2/4/2015 5:13:56 PM	13869-205855
4 02/04/2015	PMT	INT		-499.45	PAY 8 Apply Payment			P	2/4/2015 5:13:56 PM	13869-205855
4 02/04/2015	PMT	PRI		-0.55	PAY 8 Apply Payment			P	2/4/2015 5:13:56 PM	13869-205855
5 03/06/2015	PMT	999	INT	499.40	FEE 9 Apply Fees	03/06/2015 3	02/05/2015 03/06/2015	P	3/6/2015 4:12:45 PM	13869-215176
5 03/06/2015	PMT	INT		-499.40	PAY 11 Apply Payment			P	3/6/2015 4:12:45 PM	13869-215176
5 03/06/2015	PMT	PRI		-0.60	PAY 11 Apply Payment			P	3/6/2015 4:12:45 PM	13869-215176
6 04/05/2015	FEE	999	INT	499.34	FEE 12 Apply Fees	04/05/2015 4	03/07/2015 04/05/2015	P	4/4/2015 3:58:13 PM	
8 04/06/2015	PMT	999	INT	16.64	FEE 14 Apply Fees	04/06/2015 5	04/06/2015 05/05/2015	P	4/6/2015 5:56:34 PM	13869-223327
8 04/06/2015	PMT	INT		-515.98	PAY 16 Apply Payment			P	4/6/2015 5:56:34 PM	13869-223327
8 04/06/2015	PMT	PRI		-0.67	PAY 16 Apply Payment			P	4/6/2015 5:56:34 PM	13869-223327
11 05/05/2015	FEE	999	INT	482.63	FEE 17 Apply Fees	05/05/2015 5	04/07/2015 05/05/2015	P	5/5/2015 7:15:18 PM	

**Total Amount Due:** \$5480.31

# Loan Analysis

Caswise Version    Fiscal Date    User Id  
40462            05/09/2015    562

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Loan ID: 13869-013938	NV 210 Day Add-On/No DMV Fee (9.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust: 13869-006477	Sargent, Teresa J	INS	B2	30 Days Interval	Amortizing

## Refinance Rules:

## Override Refinance Setting Procedure:

Can Be Consolidated:	No	Show Roll Fees Option:	No	Settle Fees On Refinance:	No	Allow Additional Principal:	No
Can Consolidate Others:	No	Default Roll Fees Into Principal:	No	Allow Pay Down Refinance:	No	Allow Principal Pay Down:	No
						Early Extend From Term Date:	No
						Late Extend From Term Date:	No

## Custom Procedures:

B2 LRP Refinance Loan Payoff  
Report Event ID: PIF

## Custom Update Procedure

DeferredLoanPayoffProposalUpdate210

## Custom Process Procedure

## Custom Procedures:

B2 NEL New Loan  
Report Event ID: TMI

## Custom Update Procedure

## Custom Process Procedure

## Custom Procedures:

B2 PMT Deferred Loan Payment  
Report Event ID: ABR

## Custom Update Procedure

## Custom Process Procedure

## Custom Procedures:

B2 POF Deferred Payoff  
Report Event ID: PIF

## Custom Update Procedure

DeferredLoanPayoffProposalUpdate210

## Custom Process Procedure

## Custom Procedures:

B2 REL Refinance to InstallmentLoan  
Report Event ID: TMA

## Custom Update Procedure

## Custom Process Procedure

## Custom Procedures:

B2 RES Rescinded  
Report Event ID: TRR

## Custom Update Procedure

## Custom Process Procedure

## Custom Procedures:

B2 RPC Replace Collateral  
Report Event ID: TMI

## Custom Update Procedure

## Custom Process Procedure

## Custom Procedures:

## Custom Update Procedure

## Custom Process Procedure

APP 007520  
ROA 005926

## Account Information

<b>Name:</b>	Sargent, Teresa	<b>Loan #:</b>	20139380	<b>SSN:</b>	XXX-XX-5
<b>Address:</b>	10181 W Diablo Dr, Las Vegas, NV, 89148	<b>Loan Date:</b>	12/06/2014	<b>Amount Financed:</b>	5000.00
<b>Last Payment Amount:</b>	500.00	<b>Last Payment Date:</b>	05/18/2015	<b>Interest Due:</b>	282.2033
<b>Late fee due:</b>	0.00	<b>Principal due:</b>	4997.68	<b>Cash Available:</b>	0.00
<b>Total Due:</b>	5279.88	<b>Collateral Type:</b>	Vehicle	<b>Loan Status:</b>	Open
<b>ACH Type:</b>	ACH Opt-In	<b>Title Status:</b>	Current	<b>Pay Frequency:</b>	Monthly
<b>Gross Income:</b>	1.00	<b>Net Income:</b>	0.00	<b>Installment Amt:</b>	499.27
<b>Loan Maturity Date:</b>	01/30/2016	<b>Default Date:</b>		<b>Primary Bank A/C:</b>	Active
<b>Lot:</b>	1	<b>Stop interest Date:</b>		<b>Past Due Days:</b>	0
<b>Bankruptcy:</b>	N/A	<b>Repo Status:</b>	N/A	<b>Minimum payment due:</b>	498.54
<b>Daily Interest:</b>	16.6430	<b>Late Fee Date :</b>		<b>Vin:</b>	1FTRF04
<b>Due Date:</b>	06/04/2015	<b>Returned Balance:</b>	0.00	<b>ACV:</b>	0
<b>Vehicle:</b>	F150	<b>BB Value:</b>	7186.82	<b>Borrower Text Opt In</b>	N
<b>Payment Made on:</b>	05/18/2015	<b>No Call Start Date</b>			
<b>PDN Date</b>		<b>No Call End Date</b>			
<b>Vehicle Grade</b>					

## Collection/Reminder Log

## DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

Language Preference: English

<b>Contact</b>	<b>Name</b>	<b>Phone Nbr</b>
----------------	-------------	------------------

<b>Customer</b>	Teresa Sargent	Primary #:	(304)308-0317	Ext	<input type="text"/>
-----------------	----------------	------------	---------------	-----	----------------------

Secondary #:	Ext	<input type="text"/>	<input type="checkbox"/>
--------------	-----	----------------------	--------------------------

Alternative #:	Ext	<input type="text"/>	<input type="checkbox"/>
----------------	-----	----------------------	--------------------------

## Co-Borrower/Co-Owner

Co-Signer Name:

Co-Signer SSN:

Is Co-Borrower:

Is Co-Owner:

Co-Signer Home Phone:

Co-Signer Cell Phone:

Relation:

Employer Name:

Employer Contact:

Work Address:

DNC

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

## Customer Notes

## Collection Effort

Action Taken

Response

Comments

APP 007521  
ROA 005927

[Back](#) [Submit](#)**Collection History**

<b>Date</b>	<b>User</b>	<b>Action</b>	<b>Response</b>	<b>Comment/Commitment Date Amount</b>
05/15/2015 11:07	Stephanie Bollinger	Commitment Date	See comments	OUT OF TOWN Date: 05/19/2015 400.00
05/12/2015 10:56	Stephanie Bollinger	Payment Promise	See comments	PTP 5.19.15 WITH \$250.0 CUST O OF TOWN

[Previous Record](#)[Next Record](#)

APP 007522  
ROA 005928

Transaction History																			
<b>Customer</b>																			
Customer: Sargent, Teresa					Cust Nbr: 621731					Pay Frequency: Monthly									
Co-Borrower Nbr:					Collateral Type: VEHICLE					Is HitList Customer: No									
Income Amount: 1.00					Bankruptcy: N/A														
Is Co-Borrower on the Contract: No					Is Co-Borrower is an Additional Owner: No					Owner Ship Type: N/A									
<b>Loan</b>																			
Loan Nbr: 20139380					Loan Date: 12/06/2014					Due Date : 06/04/2015									
Loan Amt: 5000.00					DMV Fee : 0.00														
Daily Interest : 16.6430					LOT Status: LOT 1					Interest Rate: 121.55									
EMLV: 0																			
<b>Payment &amp; Outstanding</b>																			
Principal Paid To Date: 2.32					Interest Paid To Date: 2514.33					Penalty Fees Paid To Date: 0.00									
Principal Outstanding: 4997.68					Earned and Unpaid Interest: 282.20					Penalty Fees Due: 0.00									
Principal Balance Remaining: 4997.68																			
No. of Inst: 14					Inst Amt: 1026.69					APR %: 121.55									
Amount Due Today: 5279.88																			
<b>Other Info.</b>																			
Key Capture: No					Title Status: Title Received					Certificate #: 007412737									
Refinance: (Y/N) N					Refinanced Loan Nbr:														
Add-On Amount: 0					Opt-out of Arbitration (Y/N): N					Opt-out of Privacy Policy (Y/N): N									
<b>Vehicle Information</b>																			
Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income	Customer Income Information											
Ford	F150	1FTRF04514KC84423	2004	null	0	Average 0													
<b>Transactional Events</b>																			
Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender type	Principal Amt	Interest	CSO	DMV	Orig Fee	NSF Fee	Late Fee	Waived Late Fee	Waived NSF Fee	Repo Fee	Sale Refund	Emp Name	Paid By
Ⓢ	1386920139380	05/18/2015	Payment	-500.00	Cash	0.00	-500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	LIEN, MARLENE	Customer Paid
Ⓢ	1386920139380	05/18/2015	Printed OERP letter	-5696.67		-4997.68	-698.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Bollinger, Stephanie	
Ⓢ	1386920139380	04/06/2015	Payment	-516.65	Cash	-0.67	-515.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
Ⓢ	1386920139380	03/06/2015	Payment	-500.00	Cash	-0.60	-499.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
Ⓢ	1386920139380	02/04/2015	Payment	-500.00	Cash	-0.55	-499.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
Ⓢ	1386920139380	01/05/2015	Payment	-500.00	Cash	-0.50	-499.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
Ⓢ	1386920139380	12/06/2014	Advance	5000.00	Check	5000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	
<a href="#">Receipt</a> <a href="#">Agreement</a> <a href="#">Print History</a> <a href="#">DMV Form</a> <a href="#">VCR Form</a> <a href="#">Print Screen</a> <a href="#">Close</a>																			
<b>Check Details</b>																			
To	Check Number	check Amt	Reprint_Check																
Sargent, Teresa J	NA	4980.00	Yes																
DMV	NA	20.00	Yes																
<b>Installment Summary</b>																			
Installment	Installment Date	Payment Date	Amount	Installment Status															
1	01/05/2015	01/05/2015	499.45	PAID															
2	02/04/2015	02/04/2015	499.40	PAID															
3	03/06/2015	03/06/2015	499.34	PAID															
4	04/05/2015	04/06/2015	499.27	PAID															
5	05/05/2015	05/18/2015	499.27	PAID															
6	06/04/2015	06/04/2015	499.27	OPEN															
7	07/04/2015	07/04/2015	499.27	OPEN															
8	08/03/2015	08/03/2015	713.95	OPEN															
9	09/02/2015	09/02/2015	713.95	OPEN															
10	10/02/2015	10/02/2015	713.95	OPEN															
11	11/01/2015	11/01/2015	713.95	OPEN															
12	12/01/2015	12/01/2015	713.95	OPEN															
13	12/31/2015	12/31/2015	713.95	OPEN															
14	01/30/2016	01/30/2016	713.98	OPEN															
Other Payments			2516.65																
<b>Original Schedule</b>																			
Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance											
1	01/05/2015	30	1026.69	499.5000	499.5000	499.5000	527.19	4472.81											
2	02/04/2015	30	1026.69	446.8300	446.8300	446.8300	579.86	3892.95											
3	03/06/2015	30	1026.69	388.9100	388.9100	388.9100	637.78	3255.17											
4	04/05/2015	30	1026.69	325.1900	325.1900	325.1900	701.50	2553.67											
5	05/05/2015	30	1026.69	255.1100	255.1100	255.1100	771.58	1782.09											
6	06/04/2015	30	1026.69	178.0300	178.0300	178.0300	848.66	933.43											

APP 007523  
ROA 005929



7	07/04/2015	30	1026.68	93.2500	93.2500	93.2500	933.43	0.00
Title Tracking Status								
Title Status				Transaction Date				
New Loan				2014-12-06 00:00:00.0				
Sent to DMV				2014-12-06 00:00:00.0				
Title Received				2014-12-29 00:00:00.0				
Title Charge Off								
Charge Off Status				Transaction Date				
Document Information								
SNO		Document Description		Document Name		Data Created		
1		Receipt with signature		Scan1431993766992154712927.pdf		05/18/2015		

APP 007524  
ROA 005930

**A - 210**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 5060 S FT APACHE ROAD, SUITE140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Juan Herrera-Ramirez, 9625 W Russel Rd #1092, Las Vegas, NV 89148

Examiner: Armando Berumen

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
13869-0133225	11/1/2014	\$2,100.00	5/30/2015	\$1,222.80	6+1	474.68 / 474.72	158.05%	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? 2005 Nissan Altima If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$4,000 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

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

NRS 604A.425(1a)

(Applies to D/D Loans)

NRS 604A.408(1)

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

N/A

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

NRS 604A.425(1b)

(Applies High-Int Loans)

NRS 604A.408(1)

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

N/A

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$7,900.00

NRS 604A.450(1)

(Applies to Title Loans Only)

NRS 604A.445(1)

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

(Applies to Title Loans Only) 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 (2j)? YES

Is the loan a collection account? NO Has the loan been extended or renewed? YES How many times? 1 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

Revised 10-15-2008

Confidential

APP 007526  
ROA 005932

# Title Loan Agreement

Date: 11/1/2014

Number: 13869-0133225

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 13869-0133225	
FIRST NAME Juan	LAST NAME Herrera-ramirez	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 9625 W Russell Rd #1092		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89148	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)220-4939	
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1n4a11e45n407041		LICENSE PLATE 109-hy	
VEHICLE YEAR 2005	VEHICLE MAKE Nissan	VEHICLE MODEL Altima	COLOR gold

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

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,100.00 ("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 0.433% from the date of this Loan Agreement until 05/30/2015 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.

APP 007527  
ROA 005933

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

# 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>158.045 %</b>	<b>\$1,222.80</b>	<b>\$2,100.00</b>	<b>\$3,322.80</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$474.68	12/1/2014 and each 30 days thereafter
1	\$474.72	5/30/2015

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 \$2,100.00  
 1. Amount given to you directly: \$2,100.00  
 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.

APP 007528  
ROA 005934

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

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

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

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

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

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

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

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

APP 007530  
ROA 005936

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

APP 007531  
ROA 005937



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 12/9/14

Account Number: 13869-0133225

<b>Customer Name:</b> Juan Herrera-ramirez <b>Address:</b> 9625 W Russell Rd #1092 Las Vegas, NV 89148  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  <b>Vehicle Information:</b> 2005 Nissan Altima 1n4a11e45n407041
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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 11/01/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.085. 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	\$272.79	12/1/2014
2	\$272.79	12/31/2014
3	\$272.79	1/30/2015
4	\$272.79	3/1/2015
5	\$272.79	3/31/2015
6	\$272.79	4/30/2015
7	\$272.79	5/30/2015
8	\$300.00	6/29/2015
9	\$300.00	7/29/2015
10	\$300.00	8/28/2015
11	\$300.00	9/27/2015
12	\$300.00	10/27/2015
13	\$300.00	11/26/2015
14	\$300.00	12/26/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$4,009.53

**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 0.433% 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.

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

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

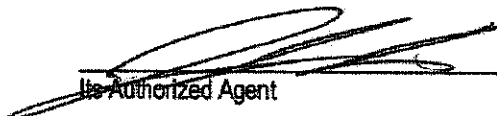
  
\_\_\_\_\_  
Customer's Signature

12/9/14  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

12/9/14  
\_\_\_\_\_  
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.: 13869-0130223  
Date: 11/1/2014

Customer Name: Juan Herrera-Ramirez  
Address: 9625 W Russell Rd #1092  
Las Vegas NV 89148  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:  
5060 S Fort Apache Rd #140  
Las Vegas NV 89148

Vehicle Information: VIN: 1N4A11E45N407041  
License Plate State and No: NV 109LYL Color: Gold Year: 2005 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 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, Juan Herrera-Ramirez, 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 007536  
ROA 005942

## Personal Information

### Source of Income

## Credit References

### Personal References

APP 007537  
ROA 005943

## 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							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Gross Monthly Income</th> <th style="width: 50%;">Gross Monthly Obligations</th> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </table>		Gross Monthly Income	Gross Monthly Obligations	\$	\$
Gross Monthly Income	Gross Monthly Obligations											
\$	\$											
*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no												
How did you hear about us? (Circle one.)												
Friend/Referral Name of referrer? _____			Saw Store		Television		Yellow Pages					
Internet			Billboard		Postcard		Repeat Customer					
Other: _____												

## ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

**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:**

APP 007539

ROA 005945

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



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

Applicant Signature

Date

11-1-14

Co-Applicant Signature

Date

APP 007540  
ROA 005946

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1N4AL11E45N407041	YEAR 2005	MAKE NISS	MODEL ALTINA S/S	VEHICLE BODY P4D	TITLE NUMBER NV007146863
DATE ISSUED 08/11/2014	ODOMETER MILES 162484	FUEL TYPE G	SALES TAX PD	EMPTY WT 2915	GROSS WT GVWR
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	

**OWNER(S) NAME AND ADDRESS**  
 HERRERA-RAMIREZ JUAN MANUEL  
 9625 W RUSSELL RD APT 1092  
 LAS VEGAS NV 89148-4544

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX OF NEVADA, INC DBA TITLEMAX  
 5060 S FORT APACHE RD STE 140  
 LAS VEGAS NV 89148-1716

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

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

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

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

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

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
 The mileage stated is in excess of its mechanical limits.  
 The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
 Exempt - Model year over 9 years old.

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.

2065186C

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

## Contact Information

4/11/2015

Company: Titlemax - Stores (314391)

Telephone: 404-542-6618

Contact: Suzanne Gillespie

Fax:

E-Mail: suzanne.gillespie@titlemax.biz

## Notes

## Vehicle Info For 2005 Nissan Altima S 4D Sedan

MSRP: \$19,800

VIN: 1N4AL11D5

Adj. State: National

Fin Adv: \$5,600

UVC: 2005640220

Mileage: 0

Equip Ret: \$20,846

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: 05215

End of Term  
Months: 0End of Term  
Mileage: 0

Price Includes: AT AC EW

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

	X-CL	Clean	Average	Rough
Base	N/A	\$5,700	\$4,250	\$2,950
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,700	\$4,250	\$2,950

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

	X-CL	Clean	Average	Rough
Base	N/A	\$5,785	\$4,335	\$2,830
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,785	\$4,335	\$2,830

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

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

APP 007542  
ROA 005948

	X-CL	Clean	Average	Rough
Base	N/A	\$7,900	\$6,050	\$4,275
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,900	\$6,050	\$4,275

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

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

## Black Book Add/Deducts

Power Sunroof +200  
w/o Auto Trans -700

Loan Number	13869-0133225
Customer Name	Juan Herrera
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,100.00
Title Fee	\$0
MLV Amount	\$3,000
Gross Monthly Income	\$4,000.00
Current and Expected Monthly Obligations	\$1,700.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	12.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,300.00

FINANCE STATEMENT 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%

ESTIMATED CASH FLOW BREAKDOWN			
Income Based - Max. Loan Amount Inc. Title Fee	\$		10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$		3,000
Interest Rate			12.99%
Max Cash to Customer Amount	\$		3,000.00
Actual Cash to Customer Amount	\$		2,100.00
Title Fee Amount	\$		-
Total Loan Amount	\$		2,100

Amortized Loan Payment	\$474.68
Total Payback Amount	\$3,322.79
Minimum Payment to Extend	\$272.79
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$300.00

2007年10月15日

[illegible]

APP 007544  
ROA 005950

TitleMax of Nevada, Inc. d/b/a TitleMax  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939  
1/12/2015

Juan Herrera-ramirez  
9625 W Russell Rd #1092  
Las Vegas, NV 89148

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


**Dear Customer:**

On 11/1/2014 1:54:48 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 12/09/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 1/1/2015 ("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 1/31/2015 : (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 \$496.34. The total of payments or the remaining balance on the original transaction is \$2,481.70. You made the following payment(s) on the loan:

Date: 12/09/2014 Amount: \$272.00

 **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.

From:

**Titlenox of Nevada**  
5060 S Fort Apache ste #140  
Las Vegas, NV 89147  
702-220-4939

To: **Juan Herrera-Ramirez**  
9625 W Russell Rd #1092  
LV NV 89148



**100%**  
**12/27/14**  
**\$1.30**  
**PM**  
**LAS VEGAS, NV**  
**89113**  
**PHDNT**  
**15**  
**APR031761-13**

U.S. POSTAGE  
PAID  
LAS VEGAS, NV  
89113  
PHDNT  
15

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

before 1/31/2015 will be \$496.34.

U.S. Bank, N.A. (the "lender") hereby agrees to extend the maturity date of the loan to the date of the next scheduled payment, unless we allow a longer period; (2) we will not report the date of default, unless you agree to make payment of not more than 20 percent of the amount due on the loan.

the total amount due under the Repayment Plan.

APP 007545  
ROA 005951.

## Account Information

<b>Name:</b>	Herrera-ramirez, Juan	<b>Loan #:</b>	20133225	<b>SSN:</b>	XXX-XX-
<b>Address:</b>	9625 W Russell Rd #1092, Las Vegas, NV, 89148	<b>Loan Date:</b>	11/01/2014	<b>Amount Financed:</b>	2100.00
<b>Last Payment Amount:</b>	280.00	<b>Last Payment Date:</b>	04/24/2015	<b>Interest Due:</b>	739.885
<b>Late fee due:</b>	0.00	<b>Principal due:</b>	2100.00	<b>Cash Available:</b>	0.00
<b>Total Due:</b>	2839.89	<b>Collateral Type:</b>	Vehicle	<b>Loan Status:</b>	Open
<b>ACH Type:</b>	ACH Opt-In	<b>Title Status:</b>	Current	<b>Pay Frequency:</b>	Monthly
<b>Gross Income:</b>	1.00	<b>Net Income:</b>	0.00	<b>Installment Amt:</b>	272.79
<b>Loan Maturity Date:</b>	12/26/2015	<b>Default Date:</b>		<b>Primary Bank A/C:</b>	Active
<b>Lot:</b>	31	<b>Stop interest Date:</b>		<b>Past Due Days:</b>	53
<b>Bankruptcy:</b>	N/A	<b>Repo Status:</b>	N/A	<b>Minimum payment due:</b>	545.58
<b>Daily Interest:</b>	9.0933	<b>Late Fee Date :</b>		<b>Vin:</b>	1N4A11
<b>Due Date:</b>	03/31/2015	<b>Returned Balance:</b>	0.00	<b>ACV:</b>	0
<b>Vehicle:</b>	Altima	<b>BB Value:</b>	3322.8	<b>Borrower Text Opt In</b>	N
<b>Payment Made on:</b>	04/24/2015	<b>No Call Start Date</b>			
<b>PDN Date</b>		<b>No Call End Date</b>			
<b>Vehicle Grade</b>					

## Collection/Reminder Log

DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

Language Preference: English

Contact Name Phone Nbr

Customer Juan Herrera-ramirez Primary #: (702)883-7151

Secondary #:

Alternative #:

Ext

Ext

Ext

Co-Borrower/Co-Owner

Co-Signer Name:

Co-Signer SSN:

DNC Is Co-Borrower:

Is Co-Owner:

Co-Signer Home Phone

Co-Signer Cell Phone

Relation:

Employer Name:

Employer Contact:

Work Address:

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

Customer Notes

## Collection Effort

Action Taken

Response

APP 007546  
ROA 005952

## Comments

## Collection History

Date	User	Action	Response	Comment/Commitment Date & Amount
05/23/2015 11:39	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/22/2015 12:16	Stephanie Bollinger	Commitment Date	See comments	PAY Date: 05/22/2015 \$ 100.0
05/21/2015 10:49	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/19/2015 10:59	Stephanie Bollinger	Commitment Date	See comments	CUST WILL FORSURE BE IN TMRW, Date: 05/20/2015 \$ 200.00
05/19/2015 10:58	Stephanie Bollinger	No Contact	See comments	BP LEFT VPOICEMAIL PRI
05/18/2015 11:41	Stephanie Bollinger	Commitment Date	See comments	FORGOT ABOUT US AGAIN Date: 05/18/2015 \$ 100.00
05/15/2015 10:55	Stephanie Bollinger	Commitment Date	See comments	? Date: 05/16/2015 \$ 450.00 PTP 5.16 WITH ONE OF THE

APP 007547  
ROA 005953



## Transaction History

## Customer

Customer: Herrera-ramirez, Juan

Cust Nbr: 656525

Pay Frequency: Monthly

Co-Borrower Nbr:

Collateral Type: VEHICLE

Is HitList Customer: No

Income Amount: 1.00

Bankruptcy: N/A

Is Co-Borrower on the Contract: No

Is Co-Borrower is an Additional Owner: No

Owner Ship Type: N/A

## Loan

Loan Nbr: 20133225

Loan Date: 11/01/2014

Due Date : 03/31/2015

Loan Amt: 2100.00

DMV Fee : 0.00

Daily Interest : 9.0933

LOT Status: LOT 31

Interest Rate: 158.05

EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 0.00

Interest Paid To Date: 1106.00

Penalty Fees Paid To Date: 0.00

Principal Outstanding: 2100.00

Earned and Unpaid Interest: 739.89

Penalty Fees Due: 0.00

Principal Balance Remaining: 2100.00

No. of Inst: 14

Inst Amt: 474.68

APR %: 158.05

Amount Due Today: 2839.89

## Other info.

Key Capture: No

Title Status:

Certificate #:

Refinance: (Y/N) N

Refinanced Loan Nbr:

Add-On Amount: 0

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

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

## Vehicle Information

Customer  
Income  
Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income
Nissan	Altima	1N4A11E45N407041	2005	null	0	Average 0	

## Transactional Events

Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	CSO	DMV	Orig	NSF	NSF Late	Waived Late	Waived Repo	Sale	Refund	Emp Name	Paid By
	13869	20133225	04/24/2015	Payment	-280.00	Cash	0.00	-280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	13869	20133225	02/21/2015	Payment	-273.00	Cash	0.00	-273.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	13869	20133225	01/16/2015	Payment	-280.00	Cash	0.00	-280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	13869	20133225	12/09/2014	Payment	-273.00	Cash	0.00	-273.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	13869	20133225	11/01/2014	Advance	2100.00	Check	2100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

[Receipt](#) [Agreement](#) [Pmt History](#) [DMV Form](#) [VCR Form](#) [Print Screen](#) [Close](#)

## Check Details

To	Check Number	check Amt	Reprint_Check
Herrera-ramirez, Juan Man	NA	2080.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	12/01/2014	12/09/2014	272.79	PAID
2	12/31/2014	01/16/2015	272.79	PAID
3	01/30/2015	02/21/2015	272.79	PAID
4	03/01/2015	04/24/2015	272.79	PAID
5	03/31/2015	03/31/2015	272.79	OPEN
6	04/30/2015	04/30/2015	272.79	OPEN
7	05/30/2015	05/30/2015	272.79	OPEN
8	06/29/2015	06/29/2015	300.00	OPEN
9	07/29/2015	07/29/2015	300.00	OPEN
10	08/28/2015	08/28/2015	300.00	OPEN
11	09/27/2015	09/27/2015	300.00	OPEN
12	10/27/2015	10/27/2015	300.00	OPEN
13	11/26/2015	11/26/2015	300.00	OPEN
14	12/26/2015	12/26/2015	300.00	OPEN

## Other Payments

1106

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	12/01/2014	30	474.68	272.7900	272.7900	272.7900	0.00	1893.11
2	12/31/2014	30	474.68	246.5600	246.5600	246.5600	29.12	1668.99

APP

007548  
ROA 005954

3	01/30/2015	30	474.68	216.9300	216.9300	216.9300	257.75	1412.24
4	03/01/2015	30	474.68	183.4500	183.4500	183.4500	291.23	1121.01
5	03/31/2015	30	474.68	145.6200	145.6200	145.6200	329.06	791.95
6	04/30/2015	30	474.68	102.8700	102.8700	102.8700	371.81	420.14
7	05/30/2015	30	474.72	54.5800	54.5800	54.5800	420.14	0.00
Title Tracking Status								
Title Status				Transaction Date				
Title Charge Off								
Charge Off Status				Transaction Date				
Document Information								
SNO		Document Description		Document Name		Date Created		

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version Fiscal Date User Id  
40462 05/09/2015 562

Loan ID: 13869-013322 NV 210 Day Add-On/No DMV Fee (12.99%) Module Loan Type Payment Interval Amortizing Type  
Cust: 13869-005678 Herrera-ramirez, Juan Man INS B6 30 Days Interval Amortizing

**Loan Origination:** Origination Date: Saturday 11/01/2014 **Current Loan Status:** Grace Days:0 Log Item  
Amount Advanced: \$2,100.00 Normal First Payment Due: 12/01/2014 Balloon Amount: \$0.00  
Cash Advance Fee: \$0.00 First Payment Due Date: 12/01/2014 Amount: Next Due Date: 03/31/2015  
Origination Charge: \$0.00 Extra Interest Days In First Period: 0 Grace Date: 03/31/2015  
Maintenance Fees: \$0.00 Second Payment Due Date: 12/31/2014 Amount: \$474.68 Minimum Payment:  
Interest Charges: \$1,222.80 Final Payment Due Date: Duration: Days Principal Balance: \$2,100.00  
Total Amount: \$3,322.80  
**Total Finance Charges:** \$1,222.80 **Payment Count:** 7 **APR:** 0158.0450% **Total Amount Due:** \$2,630.74

**Loan Type Settings:** Due Dates Will Skip Holidays: TeleTrack Approval: Track Other Lender Information:  
Set Due Dates On End Of Month: False Prompt For Check: Tracking ID:  
Accrue Only Thru Due Date On Payments Made Within Grace Period: False Balloon Amount Type: Balloon Amount:  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False Balloon Amount Procedure:

**Periodic Fees:** Amount Type Flat/Rate Amount Applied Calculation Procedure Early Payoff Rebate Proc.  
129 12.99% Flat INT Rate 12.99000 % N 4/30/2015 LoanTitleMax210FeeCalculator LoanInterestProrateCalculator\_

**Late Charges:** Default Grace Days: 0 Late Charge Type: Flat or Rate: Value:  
Late Fee Type: \$

**ACH Autopay:** False Payment Tolerance: \$10.00 Late Fee Descr.:  
Pre-Autopay Days: 0 Calculation Procedure:  
Auto Pay Decision Procedure: Check Interest Threshold: False  
Check Scheduled Principal: False Interest Threshold Tolerance: \$0.00  
Check Principal Procedure: Check Interest Procedure:

**Payment Plan:** INS Installment Loans **Pmt. Proc:** LoanProactiveInterestPaymentAmounts

**Collateral Settings:** Title Collateral Value Protocol:  
Prompt For Check: No Check Date: Payment Replacement: Never replace  
Collateral First: No Deposit Method: CollateralDepositDateProc:

Loan Collateral:	Value	Date To Deposit	Pick Up	Routing Account #	Replaced Deposit Rule	Deposit ID	Date Deposited	Check ID	21 Make	Automobile Model	Collateral Serial / License Number / State
1 Title	\$3,322.80								Nissan 2005	Altima	1n4a11e45n40109-lyl NV

Payment Schedule:	Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From To Date	#Days	Satisfied
1 Monday 12/01/2014 30 Days	\$2,100.00	\$272.79	\$0.00	\$201.89	\$474.68	\$1,898.11	11/02/2014 12/01/2014	30	12/09/2014
2 Wednesday 12/31/2014 30 Days	\$1,898.11	\$246.56	\$0.00	\$228.12	\$474.68	\$1,669.99	12/02/2014 12/31/2014	30	01/16/2015
3 Friday 01/30/2015 30 Days	\$1,669.99	\$216.93	\$0.00	\$257.75	\$474.68	\$1,412.24	01/01/2015 01/30/2015	30	02/21/2015
4 Sunday 03/01/2015 30 Days	\$1,412.24	\$183.45	\$0.00	\$291.23	\$474.68	\$1,121.01	01/31/2015 03/01/2015	30	04/24/2015
5 Tuesday 03/31/2015 30 Days	\$1,121.01	\$145.62	\$0.00	\$329.06	\$474.68	\$791.95	03/02/2015 03/31/2015	30	
6 Thursday 04/30/2015 30 Days	\$791.95	\$102.87	\$0.00	\$371.81	\$474.68	\$420.14	04/01/2015 04/30/2015	30	
7 Saturday 05/30/2015 30 Days	\$420.14	\$54.58	\$0.00	\$420.14	\$474.72	\$0.00	05/01/2015 05/30/2015	30	

Transaction Summary:	Type	Amount	Due	Principal Applied	Fees Charged	Fees Paid	Credit Amt.	New Due Date	Pro. Rev.	Date Entered	Sale Item ID
1 Saturday 11/01/2014 NEL		\$0.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00	\$0.00		P	11/1/2014 1:54:58 PM	13869-179297
2 Monday 12/01/2014 FEE		\$0.00	\$272.79	\$0.00	\$272.79	\$0.00	\$0.00		P	12/1/2014 7:23:53 PM	
13 Tuesday 12/09/2014 PMT		\$273.00	(\$200.26)	\$0.00	\$72.74	\$273.00	\$0.00	12/31/2014 2	P	12/9/2014 5:55:52 PM	13869-189544
14 Wednesday 12/31/2014 FEE		\$0.00	\$200.05	\$0.00	\$200.05	\$0.00	\$0.00		P	12/31/2014 7:17:52 PM	
28 Friday 01/16/2015 PMT		\$280.00	(\$134.51)	\$0.00	\$145.49	\$280.00	\$0.00	01/30/2015 3	P	1/16/2015 4:44:53 PM	13869-200223
29 Friday 01/30/2015 FEE		\$0.00	\$127.30	\$0.00	\$127.30	\$0.00	\$0.00		P	1/30/2015 7:29:11 PM	
49 Saturday 02/21/2015 PMT		\$273.00	(\$72.95)	\$0.00	\$200.05	\$273.00	\$0.00	03/01/2015 4	P	2/21/2015 3:22:38 PM	13869-211399
50 Sunday 03/01/2015 FEE		\$0.00	\$72.74	\$0.00	\$72.74	\$0.00	\$0.00		P	2/28/2015 4:05:02 PM	
68 Tuesday 03/31/2015 FEE		\$0.00	\$272.79	\$0.00	\$272.79	\$0.00	\$0.00		P	3/31/2015 7:05:13 PM	
87 Friday 04/24/2015 PMT		\$280.00	(\$61.77)	\$0.00	\$218.23	\$280.00	\$0.00	03/31/2015 5	P	4/24/2015 5:15:48 PM	13869-228126
96 Thursday 04/30/2015 FEE		\$0.00	\$54.56	\$0.00	\$54.56	\$0.00	\$0.00		P	4/30/2015 7:03:39 PM	

**Proposal Totals:** \$1106.00 \$2630.74 \$2100.00 \$1636.74 \$1106.00 \$0.00

Detail:	Proposal	Fee	Amount	Operation	Fees Period	Fees Applied	Pro.	Date	Sale Item
	Type	Type	Type	Amount	Type	From Date To Date	Rev.	Entered	ID
1 11/01/2014	NEL		PRI	2100.00	MOD 2	Modify Amount	P	11/1/2014 1:55:03 PM	13869-179297
2 12/01/2014	FEE	129	INT	272.79	FEE 3	Apply Fees	P	12/1/2014 7:23:53 PM	
13 12/09/2014	PMT	129	INT	72.74	FEE 5	Apply Fees	P	12/9/2014 5:56:18 PM	13869-189544
13 12/09/2014	PMT		INT	-273.00	PAY 7	Apply Payment	P	12/9/2014 5:56:19 PM	13869-189544
14 12/31/2014	FEE	129	INT	200.05	FEE 8	Apply Fees	P	12/31/2014 7:17:52 PM	
28 01/16/2015	PMT	129	INT	145.49	FEE 10	Apply Fees	P	1/16/2015 4:46:23 PM	13869-200223
28 01/16/2015	PMT		INT	-280.00	PAY 12	Apply Payment	P	1/16/2015 4:46:23 PM	13869-200223
29 01/30/2015	FEE	129	INT	127.30	FEE 13	Apply Fees	P	1/30/2015 7:29:11 PM	
49 02/21/2015	PMT	129	INT	200.05	FEE 15	Apply Fees	P	2/21/2015 3:22:38 PM	13869-211399
49 02/21/2015	PMT		INT	-273.00	PAY 17	Apply Payment	P	2/21/2015 3:22:38 PM	13869-211399
50 03/01/2015	FEE	129	INT	72.74	FEE 18	Apply Fees	P	2/28/2015 4:05:02 PM	
68 03/31/2015	FEE	129	INT	272.79	FEE 20	Apply Fees	P	3/31/2015 7:05:13 PM	
87 04/24/2015	PMT	129	INT	218.23	FEE 22	Apply Fees	P	4/24/2015 5:15:48 PM	13869-228126

# Loan Analysis

Caswise Version 40462 Fiscal Date 05/09/2015 User Id 562

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Loan ID: 13869-013322	NV 210 Day Add-On/No DMV Fee (12.99%)	Module INS	Loan Type B6	Payment Interval 30 Days Interval	Amortizing Type Amortizing
Cust: 13869-005678	Herrera-ramirez, Juan Man				

Detail:	Proposal Type	Fee Type	Amount Type	Operation Type	Fees Earned	Period ##	Fees Applied From Date	To Date	Pro. Rev.	Date Entered	Sale Item ID
87 04/24/2015	PMT		INT	PAY 24	-280.00					4/24/2015 5:16:22 PM	13869-228128
96 04/30/2015	FEE	129	INT	FEE 25	54.56		04/30/2015	04/30/2015		4/30/2015 7:03:39 PM	

Total Amount Due: \$2630.74

**Refinance Rules:**

Can Be Consolidated:	No	Show Roll Fees Option:	No	Settle Fees On Refinance:	No	Allow Additional Principal:	No
Can Consolidate Others:	No	Default Roll Fees Into Principal:	No	Allow Pay Down Refinance:	No	Allow Principal Pay Down:	No
						Early Extend From Term Date:	No
						Late Extend From Term Date:	No

Custom Procedures:	Custom Update Procedure	Custom Process Procedure
B6 LRP Refinance Loan Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
B6 NEL New Loan Report Event ID: TMI		
B6 PMT Deferred Loan Payment Report Event ID: ABR		
B6 POF Deferred Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
B6 REL Refinance to InstallmentLoan Report Event ID: TMA		
B6 RES Rescinded Report Event ID: TRR		

APP 007551  
ROA 005957

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Juan Herrera-ramirez
LOAN AGREEMENT IDENTIFICATION NO. 13869-0133225  LOAN AGREEMENT DATE: 11/1/2014 1:54:48 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/24/2015 05:15:44 PM
AMOUNT PAID: \$280.00	AGENT RECEIVING PAYMENT: Marlene Lien	

TODAY'S PAYMENT ITEMIZATION	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$280.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$280.00
BALANCE DUE ON LOAN:	\$2,576.18
NEXT SCHEDULED DUE DATE:	3/31/2015

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

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

Juan Herrera  
Printed Name

Juan Herrera  
Signature

APP 007552  
ROA 005958

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Juan Herrera-ramirez
LOAN AGREEMENT IDENTIFICATION NO. 13869-0133225  LOAN AGREEMENT DATE: 11/1/2014 1:54:48 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/21/2015 03:22:35 PM
AMOUNT PAID: \$273.00	AGENT RECEIVING PAYMENT: Jason Stinehour	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$273.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$273.00
BALANCE DUE ON LOAN:	\$2,292.42
NEXT SCHEDULED DUE DATE:	3/1/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the 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.

Amira Metahui  
Printed Name

  
Signature

APP 007553  
ROA 005959

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Juan Herrera-ramirez
LOAN AGREEMENT IDENTIFICATION NO. 13869-0133225  LOAN AGREEMENT DATE: 11/1/2014 1:54:48 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/16/2015 04:44:50 PM
AMOUNT PAID: \$280.00	AGENT RECEIVING PAYMENT: Carlos Obando	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$280.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$280.00
BALANCE DUE ON LOAN:	\$2,238.07
NEXT SCHEDULED DUE DATE:	1/30/2015

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

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

Amira Metahvi  
Printed Name

  
Signature

APP 007554  
ROA 005960

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Juan Herrera-ramirez
LOAN AGREEMENT IDENTIFICATION NO. 13869-0133225  LOAN AGREEMENT DATE: 11/1/2014 1:54:48 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/09/2014 05:55:50 PM
AMOUNT PAID: \$273.00	AGENT RECEIVING PAYMENT: Jason Stinehour	

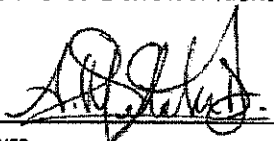
### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$273.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$273.00
BALANCE DUE ON LOAN:	\$2,172.53
NEXT SCHEDULED DUE DATE:	12/31/2014

- ☐ 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.

Amira Metahui  
Printed Name

  
Signature

APP 007555  
ROA 005961




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 \$2,481.70 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax (2) is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

APP 007556  
ROA 005962

**A - 211**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TTITLEMAX OF NEVADA INC. DBA TTITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 5060 S FT APACHE ROAD, SUITE140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Robin Kim, 7216 Enterprise Dr, Las Vegas, NV 89147

Examiner: Armando Berumen

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
13869-0131812	10/23/2014	\$1,220.00	5/21/2015	\$956.60	6+1	310.95 / 310.90	206.71%	YES

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

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

What is the borrower's expected gross monthly income? \$1,440 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)

NRS 604A.408(1)

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

N/A

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

NRS 604A.425(b)

(Applies High-Int Loans)

NRS 604A.408(1)

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

N/A

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan?

NRS 604A.450(1)

NO

Fair Market Value:

\$3,550.00

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

NRS 604A.445(1)

N/A

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

NRS 604A.445(2)

NO

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

YES

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

YES

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

YES

Is the loan a collection account? NO Has the loan been extended or renewed? YES How many times? 1

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, Deferment payment of 2371.61, Org. loan payment of 2176.60

Revised 10-15-2008

Confidential

APP 007558  
ROA 005964

# Title Loan Agreement

Date: 10/23/2014

Number: 13869-0131812

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 13869-0131812	
FIRST NAME Robin	LAST NAME Kim	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 7216 Enterprise Dr		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89147	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)220-4939	
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1ghdt13w3y2167039		LICENSEE ZIP CODE 89148	
VEHICLE YEAR 2000		VEHICLE MAKE oldsmobile	VEHICLE MODEL bravada
		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 \$1,220.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until 05/21/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

APP 007559  
ROA 005965

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

**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>206.7129 %</b>	<b>\$956.60</b>	<b>\$1,220.00</b>	<b>\$2,176.60</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$310.95	11/22/2014 and each 30 days thereafter
1	\$310.90	5/21/2015

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

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

Itemization of Amount Financed of \$1,220.00  
 1. Amount given to you directly: \$1,200.00  
 2. Amount paid on your account: \$0.00  
 3. Amount paid to public officials: \$20.00  
 4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

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

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

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

**APP 007560**  
**ROA 005966**

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

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

APP 007561  
ROA 005967

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.

APP 007562

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 604-5368. ROA 005968


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

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

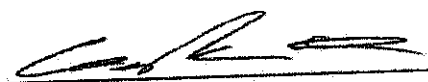
**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering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

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

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

  
Customer's Signature

10-23-14  
Date

  
Its Authorized Agent

10-23-14  
Date

Co-Customer's Signature

Date



GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 11/21/14

Account Number: 13869-0131812

Customer Name: Robin Kim Address: 7216 Enterprise Dr Las Vegas, NV 89147  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  Vehicle Information: 2000 Oldsmobile Bravada 1ghdt13w3y2167039
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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 10/23/2014 ("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	\$207.28	11/22/2014
2	\$207.28	12/22/2014
3	\$207.28	1/21/2015
4	\$207.28	2/20/2015
5	\$207.28	3/22/2015
6	\$207.28	4/21/2015
7	\$207.28	5/21/2015
8	\$174.29	6/20/2015
9	\$174.29	7/20/2015
10	\$174.29	8/19/2015
11	\$174.29	9/18/2015
12	\$174.29	10/18/2015
13	\$174.29	11/17/2015
14	\$174.26	12/17/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$2,670.96

**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 0.5663% 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.

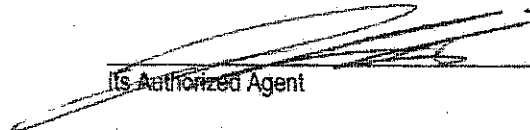
Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

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.

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

  
Customer's Signature  
11.21.14  
Date

  
Its Authorized Agent  
11/21/14  
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.: 13869-  
Date: 10/23/14

Customer Name: Robin L Kim  
Address: 7216 Enterprise Dr  
Las Vegas, NV 89147  
Co-Borrower Name:  
Address:

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

5060 S. Fort Apache Ste #140  
Las Vegas, NV 89147

Vehicle Information: VIN: 1GNDT13W3V2167039  
License Plate State and No: 505-LSS Color: Red Year: 2000 Make: Olds Model: Bravada

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, Robin L Kim, 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 007568  
ROA 005974

### Personal Information

### Source of Income

### Credit References

### Personal References

APP 007569  
ROA 005975

## Co-Applicant Information

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

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

**\*\*Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. This Consent to E-mail Communications and Electronic Disclosures informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and any 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 007570  
ROA 005976

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

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

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

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

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

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

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

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

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

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

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

*Paula Kim*  
Applicant Signature

10-23-14  
Date

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

\_\_\_\_\_  
Date

APP 007572  
ROA 005978

Page 4 of 4

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

APP 007573  
ROA 005979

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1GHDT13W3Y2167039  
 DATE ISSUED 11/10/2014  
 VEHICLE COLOR  
 YEAR 2000  
 MAKE OLDS  
 MODEL BRAVADA  
 SALES TAX PD  
 VEHICLE BODY T4W  
 EMPTY WT 4068  
 GROSS WT 5550  
 GVWR  
 TITLE NUMBER NV007358390  
 ODOMETER MILES  
 ODOMETER BRAND EXEMPT  
 FUEL TYPE G  
 BRANDS

**OWNER(S) NAME AND ADDRESS**  
 KIM ROBIN LEHUANANI  
 7216 ENTERPRISE DR  
 LAS VEGAS NV 89147-4860

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX OF NEVADA  
 5060 S FORT APACHE RD STE 140  
 LAS VEGAS NV 89148

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

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

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

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

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

Nevada Driver's License Number or Identification Number \_\_\_\_\_

☐ AND  
☐ OR

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

Nevada Driver's License Number or Identification Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
 The mileage stated is in excess of its mechanical limits.  
 The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
 Exempt - Model year over 9 years old.

ODOMETER READING \_\_\_\_\_

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.

22442610

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

007574  
 ROA 005980

### Ability to Pay Summary

Loan Number	336405750
Customer Name	Robin
Is Customer a Covered Borrower	No
Requested Loan Amount	\$1,200.00
Title Fee	\$20
MLV Amount	\$1,200
Gross Monthly Income	\$1,440.00
Current and Expected Monthly Obligations	\$296.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$644.00

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

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	2,601
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	1,220
Interest Rate		16.99%
Max Cash to Customer Amount	\$	1,200.00
Actual Cash to Customer Amount	\$	1,200.00
Title Fee Amount	\$	20
Total Loan Amount	\$	1,220

Amortized Loan Payment	\$310.95
Total Payback Amount	\$2,176.62
Minimum Payment to Extend	\$207.28
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$174.29

RV 210 Day Multi-Car 16.99%		
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APP 007575  
ROA 005981

## Contact Information

10/23/2014

Company: Titlemax (314391)  
 Contact: Suzanne Gillespie  
 E-Mail: suzanne.gillespie@titlemax.biz

Telephone: 404-542-6618

Fax:

## Notes

## Vehicle Info For 2000 Oldsmobile Bravada 4D Utility AWD

MSRP: \$31,498	VIN: 1GHDT13W3Y2167039	Adj. State: National
Fin Adv: \$1,775	UVC: 2000660028	Mileage: 0
Equip Ret: \$32,423	MPG: 16/21	Mileage Cat: D
Tire Size: 235/70R15	Weight: 5300	Cylinders: 6
Base HP:	Fuel Type: Gas	Transmission: A
Taxable HP: 34.8	Wheelbase: 107.0	Drive Train: AWD
Model Number: 3TV06	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 10/23/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$1,800	\$1,100	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$1,800	\$1,100	\$350

## Trade In Black Book values as of 10/23/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$1,840	\$1,140	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$1,840	\$1,140	\$350

## Retail Black Book values as of 10/23/2014

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

APP 007576  
 ROA 005982

	X-CL	Clean	Average	Rough
Base	N/A	\$3,550	\$2,525	\$1,500
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$3,550	\$2,525	\$1,500

## Residual Black Book values as of 10/23/2014

	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

Power Sunroof +100

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version Fiscal Date User Id  
40462 05/09/2015 562

Loan ID: 13869-013181 NV 210 Multi Car (16.99%)  
Cust: 13869-006247 Kim, Robin L  
Module Loan Type Payment Interval Amortizing Type  
INS A91 30 Days Interval Amortizing

**Loan Origination:** Origination Date: Thursday 10/23/2014 **Current Loan Status:** Grace Days:0 Deferred Loan Paym  
Amount Advanced: \$1,220.00 Normal First Payment Due: 11/22/2014 Balloon Amount: \$0.00  
Cash Advance Fee: \$0.00 First Payment Due Date: 11/22/2014 Amount: Next Due Date: 05/21/2015  
Origination Charge: \$0.00 Extra Interest Days In First Period: 0 Grace Date: 05/21/2015  
Maintenance Fees: \$0.00 Second Payment Due Date: 12/22/2014 Amount: \$310.95 Minimum Payment:  
Interest Charges: \$956.60 Final Payment Due Date: Duration: Days Principal Balance: \$1,154.23  
Total Amount: \$2,176.60  
**Total Finance Charges:** \$956.60 **Payment Count:** 7 **APR:** 0206.7129% **Total Amount Due:** \$1,308.49

**Loan Type Settings:** Due Dates Will Skip Holidays: TeleTrack Approval: Track Other Lender Information:  
Set Due Dates On End Of Month: False Prompt For Check: Tracking ID:  
Accrue Only Thru Due Date On Payments Made Within Grace Period: False Balloon Amount Type: Balloon Amount:  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False Balloon Amount Procedure:

**Periodic Fees:** Amount Type Flat/Rate Amount Applied Calculation Procedure Early Payoff Rebate Proc.  
169 16.99% Flat INT Rate 16.99000 % N 5/8/2015 LoanTitleMax210FeeCalculator LoanInterestProrateCalculator\_

**Late Charges:** Default Grace Days: 0 Late Charge Type: Late Fee Type: \$  
Payment Tolerance: \$10.00 Late Fee Descr.:  
**ACH Autopay:** False Pre-Autopay Days: 0 Calculation Procedure:

Auto Pay Decision Procedure: Check Interest Threshold: False  
Check Scheduled Principal: False Interest Threshold Tolerance: \$0.00  
Check Principal Procedure: Check Interest Procedure:

**Payment Plan:** INS Installment Loans **Pmt. Proc:** LoanProactiveInterestPaymentAmounts  
**Collateral Settings:** Title Collateral Value Protocol: Never replace  
Prompt For Check: No Payment Replacement:  
Collateral First: No Check Date: CollateralDepositDateProc:

**Loan Collateral:** Value Date To Pick Routing Replaced Deposit Date Check 21 Automobile Collateral Serial / License  
Deposit Up Account # Deposit Rule ID Deposited ID Make Model Number / State  
1 Title \$2,176.60 oldsmobile bravada 1ghdt13w3y21 505-LSS NV

			Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From	To Date	#Days	Satisfied
1 Saturday	11/22/2014	30 Days	\$1,220.00	\$207.28	\$0.00	\$103.67	\$310.95	\$1,116.33	10/24/2014	11/22/2014	30	11/21/2014
2 Monday	12/22/2014	30 Days	\$1,116.33	\$189.66	\$0.00	\$121.29	\$310.95	\$995.04	11/23/2014	12/22/2014	30	12/13/2014
3 Wednesday	01/21/2015	30 Days	\$995.04	\$169.06	\$0.00	\$141.89	\$310.95	\$853.15	12/23/2014	01/21/2015	30	01/23/2015
4 Friday	02/20/2015	30 Days	\$853.15	\$144.95	\$0.00	\$166.00	\$310.95	\$687.15	01/22/2015	02/20/2015	30	02/19/2015
5 Sunday	03/22/2015	30 Days	\$687.15	\$116.75	\$0.00	\$194.20	\$310.95	\$492.95	02/21/2015	03/22/2015	30	04/03/2015
6 Tuesday	04/21/2015	30 Days	\$492.95	\$83.75	\$0.00	\$227.20	\$310.95	\$265.75	03/23/2015	04/21/2015	30	05/08/2015
7 Thursday	05/21/2015	30 Days	\$265.75	\$45.15	\$0.00	\$265.75	\$310.90	\$0.00	04/22/2015	05/21/2015	30	

			Payment	Amount	Principal	Fees	Fees Credit	New	Pro.	Date	Sale Item
Transaction Summary:	Type	Amount	Due	Applied	Charged	Paid	Am.	Due Date	#	Rev. Entered	ID
1 Thursday	10/23/2014	NEL	\$0.00	\$1,220.00	\$1,220.00	\$0.00	\$0.00	12/22/2014	2	P 10/23/2014 4:24:23 PM	13869-176906
2 Friday	11/21/2014	PMT	\$207.28	(\$6.91)	(\$6.91)	\$200.37	\$200.37	11/21/2014	3	P 11/21/2014 3:27:14 PM	13869-184647
3 Saturday	11/22/2014	FEE	\$0.00	\$6.87	\$0.00	\$6.87	\$0.00	11/22/2014	4	P 11/22/2014 4:19:47 PM	13869-190907
4 Saturday	12/13/2014	PMT	\$210.00	(\$85.73)	(\$85.73)	\$144.27	\$151.14	12/22/2014	5	P 12/22/2014 7:12:47 PM	
5 Monday	12/22/2014	FEE	\$0.00	\$58.83	\$0.00	\$58.83	\$0.00	1/21/2015	6	P 1/21/2015 7:08:40 PM	
6 Wednesday	01/21/2015	FEE	\$0.00	\$196.10	\$0.00	\$196.10	\$0.00	1/23/2015	7	P 1/23/2015 2:37:44 PM	13869-202138
7 Friday	01/23/2015	PMT	\$200.10	(\$167.03)	\$0.00	\$13.07	\$200.10	2/19/2015	8	P 2/19/2015 9:34:06 AM	13869-210315
8 Thursday	02/19/2015	PMT	\$200.00	(\$23.51)	\$0.00	\$176.49	\$200.00	2/20/2015	9	P 2/20/2015 7:05:48 PM	
9 Friday	02/20/2015	FEE	\$0.00	\$6.54	\$0.00	\$6.54	\$0.00	3/21/2015	10	P 3/21/2015 4:05:34 PM	
10 Sunday	03/22/2015	FEE	\$0.00	\$196.10	\$0.00	\$196.10	\$0.00	4/3/2015	11	P 4/3/2015 9:10:39 AM	13869-222284
14 Friday	04/03/2015	PMT	\$200.00	(\$121.56)	\$0.00	\$78.44	\$200.00	4/21/2015	12	P 4/21/2015 7:08:21 PM	
16 Tuesday	04/21/2015	FEE	\$0.00	\$117.66	\$0.00	\$117.66	\$0.00	5/8/2015	13	P 5/8/2015 9:22:40 AM	13869-231610
22 Friday	05/08/2015	PMT	\$200.00	(\$88.87)	\$0.00	\$111.13	\$200.00				

**Proposal Totals:** \$1217.38 \$1308.49 \$1154.23 \$1305.87 \$1151.61 \$0.00

			Proposal Fee	Amount	Operation	Fees Period	Fees Applied	Pro.	Date	Sale Item
Detail:	Type	Type	Amount	Type	##Description	Earned	From Date To Date	Rev.	Entered	ID
1 10/23/2014	NEL	PRI	1220.00	MOD	2 Modify Amount	11/21/2014	1 10/24/2014 11/22/2014	P	10/23/2014 4:25:37 PM	13869-176906
2 11/21/2014	PMT	169 INT	200.37	FEE	3 Apply Fees			P	11/21/2014 3:30:15 PM	13869-184647
2 11/21/2014	PMT	INT	-200.37	PAY	5 Apply Payment			P	11/21/2014 3:30:15 PM	13869-184647
2 11/21/2014	PMT	PRI	-6.91	PAY	5 Apply Payment			P	11/21/2014 3:30:15 PM	13869-184647
3 11/22/2014	FEE	169 INT	6.87	FEE	8 Apply Fees	11/22/2014	1 11/22/2014 11/22/2014	P	11/22/2014 4:19:47 PM	13869-190907
4 12/13/2014	PMT	169 INT	144.27	FEE	8 Apply Fees	12/13/2014	2 11/23/2014 12/22/2014	P	12/13/2014 3:11:07 PM	13869-190907
4 12/13/2014	PMT	INT	-151.14	PAY	10 Apply Payment			P	12/13/2014 3:11:07 PM	13869-190907
4 12/13/2014	PMT	PRI	-58.86	PAY	10 Apply Payment			P	12/13/2014 3:11:07 PM	13869-190907
5 12/22/2014	FEE	169 INT	58.83	FEE	11 Apply Fees	12/22/2014	2 12/14/2014 12/22/2014	P	12/22/2014 7:12:47 PM	
6 01/21/2015	FEE	169 INT	196.10	FEE	13 Apply Fees	01/21/2015	3 12/24/2014 01/21/2015	P	1/21/2015 9:34:06 AM	13869-202138
7 01/23/2015	PMT	169 INT	13.07	FEE	15 Apply Fees	01/23/2015	4 01/22/2015 02/20/2015	P	2/19/2015 9:34:06 AM	13869-210315

Printed: Saturday, May 09, 2015 11:24 AM By User: 562 ROA 005984

# Loan Analysis

Casewise Version 40462 Fiscal Date 05/09/2015 User Id 562

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Loan ID:	13869-013181	NV 210 Multi Car (16.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust:	13869-006247	Kim, Robin L	INS	A91	30 Days Interval	Amortizing

Detail:	Proposal Type	Fee Type	Amount Type	Amount	Operation Type	##	Description	Fees Earned	Period ##	Fees Applied From Date	To Date	Pro. Rev.	Date Entered	Sale Item ID
7 01/23/2015	PMT		INT	-200.10	PAY	17	Apply Payment	02/19/2015	4	01/24/2015	02/20/2015	P	1/23/2015 2:38:01 PM	13869-202138
8 02/19/2015	PMT	169	INT	176.49	FEE	18	Apply Fees					P	2/19/2015 9:36:17 AM	13869-210315
8 02/19/2015	PMT		INT	-200.00	PAY	20	Apply Payment					P	2/19/2015 9:36:17 AM	13869-210315
9 02/20/2015	FEE	169	INT	6.54	FEE	21	Apply Fees	02/20/2015	4	02/20/2015	02/20/2015	P	2/20/2015 7:05:48 PM	
10 03/22/2015	FEE	169	INT	196.10	FEE	23	Apply Fees	03/22/2015	5	02/21/2015	03/22/2015	P	3/21/2015 4:05:34 PM	13869-222284
14 04/03/2015	PMT	169	INT	78.44	FEE	25	Apply Fees	04/03/2015	8	03/23/2015	04/21/2015	P	4/3/2015 8:11:03 AM	13869-222284
14 04/03/2015	PMT		INT	-200.00	PAY	27	Apply Payment					P	4/21/2015 7:08:21 PM	
16 04/21/2015	FEE	169	INT	117.66	FEE	28	Apply Fees	04/21/2015	6	04/04/2015	04/21/2015	P	5/8/2015 9:22:50 AM	13869-231610
22 05/08/2015	PMT	169	INT	111.13	FEE	30	Apply Fees	05/08/2015	7	04/22/2015	05/21/2015	P	5/8/2015 9:22:50 AM	13869-231610
22 05/08/2015	PMT		INT	-200.00	PAY	32	Apply Payment					P		

Total Amount Due: \$1308.49

Refinance Rules:	Override Refinance Setting Procedure:	Allow Additional Principal:	No
Can Be Consolidated: No	Show Roll Fees Option: No	Allow Principal Pay Down:	No
Can Consolidate Others: No	Default Roll Fees Into Principal: No	Early Extend From Term Date:	No
	Settle Fees On Refinance: No	Late Extend From Term Date:	No
	Allow Pay Down Refinance: No		

Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 LRP Refinance Loan Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 NEL New Loan Report Event ID: TMI		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 PMT Deferred Loan Payment Report Event ID: ABR		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 POF Deferred Payoff Report Event ID: PIF	DeferredLoanPayoffProposalUpdate210	
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 REL Refinance to InstallmentLoan Report Event ID: TMA		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure
A91 RES Rescinded Report Event ID: TRR		
Custom Procedures:	Custom Update Procedure	Custom Process Procedure

APP 007579  
ROA 005985



## Account Information

<b>Name:</b>	Kim, Robin	<b>Loan #:</b>	20131812	<b>SSN:</b>	XXX-XX-82
<b>Address:</b>	7216 Enterprise Dr, Las Vegas, NV, 89147	<b>Loan Date:</b>	10/23/2014	<b>Amount Financed:</b>	1220.00
<b>Last Payment Amount:</b>	200.00	<b>Last Payment Date:</b>	05/23/2015	<b>Interest Due:</b>	39.2376
<b>Late fee due:</b>	0.00	<b>Principal due:</b>	1154.23	<b>Cash Available:</b>	0.00
<b>Total Due:</b>	1193.47	<b>Collateral Type:</b>	Vehicle	<b>Loan Status:</b>	Open
<b>ACH Type:</b>	ACH Opt-In	<b>Title Status:</b>	Current	<b>Pay Frequency:</b>	Monthly
<b>Gross Income:</b>	1.00	<b>Net Income:</b>	1975.00	<b>Installment Amt:</b>	196.10
<b>Loan Maturity Date:</b>	12/17/2015	<b>Default Date:</b>		<b>Primary Bank A/C:</b>	Active
<b>Lot:</b>	1	<b>Stop interest Date:</b>		<b>Past Due Days:</b>	0
<b>Bankruptcy:</b>	N/A	<b>Repo Status:</b>	N/A	<b>Minimum payment due:</b>	160.99
<b>Daily Interest:</b>	6.5367	<b>Late Fee Date :</b>		<b>Vin:</b>	1GHDT13V
<b>Due Date:</b>	06/20/2015	<b>Returned Balance:</b>	0.00	<b>ACV:</b>	0
<b>Vehicle:</b>	bravada	<b>BB Value:</b>	2176.6	<b>Borrower Text Opt In</b>	N
<b>Payment Made on:</b>	05/23/2015	<b>No Call Start Date</b>			
<b>PDN Date</b>		<b>No Call End Date</b>			
<b>Vehicle Grade</b>					

## Collection/Reminder Log

## DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

<b>Language Preference:</b>	English
<b>Contact</b>	<b>Name</b>
<b>Customer</b>	Robin Kim
	<b>Phone Nbr</b>
	Primary #: (808)725-8770 Ext <input type="text"/>
	Secondary #: Ext <input type="text"/>
	Alternative #: Ext <input type="text"/>

## Co-Borrower/Co-Owner

**Co-Signer Name:**  
**Co-Signer SSN:**  
**Is Co-Borrower:**  
**Is Co-Owner:**  
**Co-Signer Home Phone**  
**Co-Signer Cell Phone:**  
**Relation:**  
**Employer Name:**  
**Employer Contact:**  
**Work Address:**

DNC

☐☐

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

Customer Notes

## Collection Effort

Action Taken

Response

Comments

APP 007580  
ROA 005986

[Back](#) [Submit](#)**Collection History**

Date	User	Action	Response	Comment/Commitment D: Amount
05/23/2015 13:10	Stephanie Bollinger	Customer Data Changed	See comments	Id Exp Date, Is Review
05/23/2015 12:14	Stephanie Bollinger	No Contact	See comments	LVM-PRI

[Previous Record](#)[Next Record](#)

APP 007581  
ROA 005987

5/23/2015

Transaction History																																	
<b>Customer</b>																																	
Customer: Kim, Robin						Cust Nbr: 653518						Pay Frequency: Monthly																					
Co-Borrower Nbr:						Collateral Type: VEHICLE						Is HMList Customer: No																					
Income Amount: 1.00						Bankruptcy: N/A						Owner Ship Type: N/A																					
Is Co-Borrower on the Contract: No						Is Co-Borrower is an Additional Owner: No																											
<b>Loan</b>																																	
Loan Nbr: 20131812						Loan Date: 10/23/2014						Due Date: 06/20/2015																					
Loan Amt: 1220.00						DMV Fee: 0.00																											
Daily Interest: 6.5367						LOT Status: LOT 1						Interest Rate: 206.71																					
EMLV: 0																																	
<b>Payment &amp; Outstanding</b>																																	
Principal Paid To Date: 65.77						Interest Paid To Date: 1351.61						Penalty Fees Paid To Date: 0.00																					
Principal Outstanding: 1154.23						Earned and Unpaid Interest: 39.24						Penalty Fees Due: 0.00																					
Principal Balance Remaining: 1154.23																																	
No. of Inst: 14						Inst Amt: 310.95						APR %: 206.71																					
Amount Due Today: 1193.47																																	
<b>Other Info.</b>																																	
Key Capture: No						Title Status: Title Received						Certificate #: 007358390																					
Refinance: (Y/N) N						Refinanced Loan Nbr:																											
Add-On Amount: 0						Opt-out of Arbitration (Y/N): N						Opt-out of Privacy Policy (Y/N): N																					
<b>Vehicle Information</b>																																	
<table border="1"> <thead> <tr> <th>Make</th> <th>Model</th> <th>Vin</th> <th>Year</th> <th>Series</th> <th>BlackBook Value</th> <th>Grade</th> <th>Gross Income</th> </tr> </thead> <tbody> <tr> <td>oldsmobile</td> <td>bravada</td> <td>1GHDT13W3Y2167039</td> <td>2000</td> <td>null</td> <td>0</td> <td>Average 0</td> <td></td> </tr> </tbody> </table>																	Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income	oldsmobile	bravada	1GHDT13W3Y2167039	2000	null	0	Average 0		Customer Income Information
Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income																										
oldsmobile	bravada	1GHDT13W3Y2167039	2000	null	0	Average 0																											
<b>Transactional Events</b>																																	
Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	Fee	CSO	DMV	Orig	NSF	NSF Fee	Waived Late Fee	Waived Late Fee	Waived Repo Fee	Sale Refund Amt	Emp Name	Paid By													
1	1386920131812	05/23/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Bollinger, Stephanie	Customer Paid													
2	1386920131812	05/08/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
3	1386920131812	04/03/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
4	1386920131812	02/19/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
5	1386920131812	01/23/2015	Payment	-200.10	Cash	0.00	-200.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
6	1386920131812	12/13/2014	Payment	-210.00	Cash	-58.86	-151.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
7	1386920131812	11/21/2014	Payment	-207.28	Cash	-6.91	-200.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid													
8	1386920131812	10/23/2014	Advance	1220.00	Check	1220.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX														
<a href="#">Receipt</a> <a href="#">Agreement</a> <a href="#">Print History</a> <a href="#">DMV Form</a> <a href="#">Print Screen</a> <a href="#">Close</a>																																	
<b>Check Details</b>																																	
To		Check Number				check Amt				Reprint_Check																							
Kim, Robin L		NA				1200.00				Yes																							
DMV		NA				20.00				Yes																							
<b>Installment Summary</b>																																	
Installment	Installment Date	Payment Date	Amount	Installment Status																													
1	11/22/2014	11/21/2014	206.10	PAID																													
2	12/22/2014	12/13/2014	196.10	PAID																													
3	01/21/2015	01/23/2015	196.10	PAID																													
4	02/20/2015	02/19/2015	196.10	PAID																													
5	03/22/2015	04/03/2015	196.10	PAID																													
6	04/21/2015	05/08/2015	196.10	PAID																													
7	05/21/2015	05/23/2015	196.10	PAID																													
8	06/20/2015	06/20/2015	164.89	OPEN																													
9	07/20/2015	07/20/2015	164.89	OPEN																													
10	08/19/2015	08/19/2015	164.89	OPEN																													
11	09/18/2015	09/18/2015	164.89	OPEN																													
12	10/18/2015	10/18/2015	164.89	OPEN																													
13	11/17/2015	11/17/2015	164.89	OPEN																													
14	12/17/2015	12/17/2015	164.89	OPEN																													
			1417.38																														
<b>Other Payments</b>																																	
1417.38																																	
<b>Original Schedule</b>																																	
Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance																									
1	11/22/2014	30	310.95	207.2800	207.2800	207.2800	103.67	1116.33																									
2	12/22/2014	30	310.95	189.6600	189.6600	189.6600	103.67	995.04																									

APP 007582  
ROA 005988

3	01/21/2015	30	310.95	169.0600	169.0600	169.0600	141.89	853.15
4	02/20/2015	30	310.95	144.9500	144.9500	144.9500	166.00	687.15
5	03/22/2015	30	310.95	116.7500	116.7500	116.7500	194.20	492.95
6	04/21/2015	30	310.95	83.7500	83.7500	83.7500	227.20	265.75
7	05/21/2015	30	310.90	45.1500	45.1500	45.1500	265.75	0.00
Title Tracking Status								
Title Status				Transaction Date				
New Loan				2014-10-23 00:00:00.0				
Sent to DMV				2014-10-25 00:00:00.0				
Title Received				2014-11-23 00:00:00.0				
Title Charge Off								
Charge Off Status				Transaction Date				
Document Information								
SNO	Document Description			Document Name			Date Created	

APP 007583  
ROA 005989

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812  LOAN AGREEMENT DATE: 10/23/2014 4:23:54 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 09:21:35 AM
AMOUNT PAID: \$200.00	AGENT RECEIVING PAYMENT: Marlene Lien	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$200.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$200.00
BALANCE DUE ON LOAN:	\$1,308.49
NEXT SCHEDULED DUE DATE:	5/21/2015

- ☐ 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.

Robin Kim  
Printed Name

[Signature]  
Signature

APP 007584  
ROA 005990

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim	
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812  LOAN AGREEMENT DATE: 10/23/2014 4:23:54 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/03/2015 09:10:26 AM	
AMOUNT PAID: \$200.00		AGENT RECEIVING PAYMENT: Jason Stinehour	


### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$200.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$200.00
BALANCE DUE ON LOAN:	\$1,279.70
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.

Robin Kim  
Printed Name

  
Signature

APP 007585  
ROA 005991

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812  LOAN AGREEMENT DATE: 10/23/2014 4:23:54 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/19/2015 09:33:59 AM
AMOUNT PAID: \$200.00	AGENT RECEIVING PAYMENT: Carlos Obando	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$200.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$200.00
BALANCE DUE ON LOAN:	\$1,198.62
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.

Robin Kim  
Printed Name

Robin Kim  
Signature

APP 007586  
ROA 005992

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812  LOAN AGREEMENT DATE: 10/23/2014 4:23:54 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/23/2015 02:37:38 PM
AMOUNT PAID: \$200.10	AGENT RECEIVING PAYMENT: Jason Stinehour	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$200.10
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$200.10
BALANCE DUE ON LOAN:	\$1,222.13
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.

Robin Kim  
Printed Name

Robin Kim  
Signature

APP 007587  
ROA 005993



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812		DATE/TIME OF RECEIPT OF PAYMENT: 12/13/2014 03:10:39 PM
LOAN AGREEMENT DATE: 10/23/2014 4:23:54 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$210.00	AGENT RECEIVING PAYMENT: Jason Stinehour	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$58.86
INTEREST PAID:	\$151.14
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$210.00
BALANCE DUE ON LOAN:	\$1,154.23
NEXT SCHEDULED DUE DATE:	1/21/2015

- ☐ 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.

Robin Kim  
Printed Name

Robin Kim  
Signature

APP 007588  
ROA 005994

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Robin Kim
LOAN AGREEMENT IDENTIFICATION NO. 13869-0131812		DATE/TIME OF RECEIPT OF PAYMENT: 11/21/2014 03:27:11 PM
LOAN AGREEMENT DATE: 10/23/2014 4:23:54 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$207.28	AGENT RECEIVING PAYMENT: Jason Stinehour	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$6.91
INTEREST PAID:	\$200.37
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$207.28
BALANCE DUE ON LOAN:	\$1,213.09
NEXT SCHEDULED DUE DATE:	12/22/2014

- ☐ 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.

Robin Kim  
Printed Name

  
Signature

APP 007589  
ROA 005995

**A - 212**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/26/2015

Licensee Address: 5060 S FT APACHE ROAD, SUITE140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: BRANDON EPHREM

Examiner: TTD

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
13869-0148870	1/30/2015	\$3,000.00	8/28/2015	\$1,455.08	6&1	\$836.44	133.71%	YES

Loan Type:

Deferred Deposit ☐High-Int Loans ☐Title Loans ☒

Purpose of loan:

Is the loan secured? YES If so, what is the collateral? 2008 CADI ESCALADE

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

What is the borrower's expected gross monthly income? \$4,800

Was the borrower's income verified? YES

Paysub ☐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:

\$23,060.00

(Applies to Title Loans Only)

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

NO

(Applies to Title Loans Only)

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

NO

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

YES

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

YES

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

YES

Is the loan a collection account?

NO

Has the loan been extended or renewed?

NO

How many times?

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

Are receipts filed?

YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A 445 NRS 604A 210 GPDA

# Title Loan Agreement

Date: 1/30/2015

Number: 13869-0148870

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 13869-0148870	
FIRST NAME Brandon	LAST NAME Ephrem	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 9730 W. Russell Rd #105		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89147	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)220-4939	
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1gyfc66828r224809		LICENSEE ZIP CODE 89148	
VEHICLE YEAR 2008		VEHICLE MAKE Cadillac	VEHICLE MODEL Escalade
		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 \$3,000.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 08/28/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

APP 007592  
ROA 005998

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

# 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>133.7117 %</b>	<b>\$1,455.08</b>	<b>\$3,000.00</b>	<b>\$4,455.08</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$636.44	3/1/2015 and each 30 days thereafter
1	\$636.44	8/28/2015

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

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

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

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

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

## Right to Rescind and Prepayment.

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

## Grace Period.

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

**APP 007593**  
**ROA 005999**

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

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

APP 007594  
ROA 006000

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.

APP 007595  
ROA 006001

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



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

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

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

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

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

  
Customer's Signature

1/30/15  
Date

  
Its Authorized Agent

1/30/15  
Date

Co-Customer's Signature

Date

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 13869-01 48870  
Date: 1/30/2015

Customer Name: Brandon Ephrem  
Address: 9230 W Russell Rd #105  
Las Vegas NV 89148  
Co-Borrower Name:  
Address:

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

5060 S Fort Apache Rd #140  
Las Vegas NV 89148

Vehicle Information: VIN: 1GYFC66828R224809  
License Plate State and No: 9D06093 Color: Black Year: 2008 Make: Cadillac Model: Escalade

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

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

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

The undersigned, Brandon Ephrem, 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 007597  
ROA 006003

### Ability to Pay Summary

Loan Number	13869-0148870
Customer Name	Brandon Ephrem
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$0
MLV Amount	\$10,000
Gross Monthly Income	\$4,800.00
Current and Expected Monthly Obligations	\$1,200.00
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	\$3,600.00

### 210 INSTALLMENT RATE STRUCTURE

Tiers	Rate
100.00	17.99%
1000.00	16.99%
2000.00	15.99%
3000.00	14.99%
4000.00	13.99%
5000.00	10.99%

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$ 10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$ 10,000
Interest Rate	10.99%
Max Cash to Customer Amount	\$ 10,000.00
Actual Cash to Customer Amount	\$ 3,000.00
Title Fee Amount	\$ -
Total Loan Amount	\$ 3,000

Amortized Loan Payment	\$636.44
Total Payback Amount	\$4,455.08
Minimum Payment to Extend	\$329.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$428.57

### 210 INSTALLMENT LOAN BREAKDOWN

OFFERED BY: Add-On/Rate Match Fee: 10.99%

APP 007598  
ROA 006004

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 13869-0148870

<b>Customer Name:</b> Brandon Ephrem <b>Address:</b> 9730 W. Russell Rd #105 Las Vegas, NV 89147  <b>Co-Borrower Name:</b>  <b>Address:</b> 	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148  <b>Vehicle Information:</b> 2008 Cadillac Escalade 1gyfc66828r224809
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

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

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

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

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

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$329.70	3/1/2015
2	\$329.70	3/31/2015
3	\$329.70	4/30/2015
4	\$329.70	5/30/2015
5	\$329.70	6/29/2015
6	\$329.70	7/29/2015
7	\$329.70	8/28/2015
8	\$428.57	9/27/2015
9	\$428.57	10/27/2015
10	\$428.57	11/26/2015
11	\$428.57	12/26/2015
12	\$428.57	1/25/2016
13	\$428.57	2/24/2016
14	\$428.58	3/25/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,307.90

**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 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.

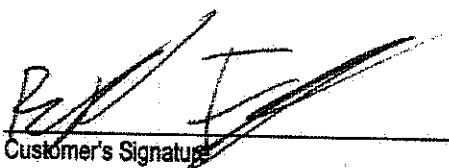
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal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

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


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

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

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

  
Customer's Signature \_\_\_\_\_ Date 3/2/15

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

  
Its Authorized Agent \_\_\_\_\_ Date 3/2/15

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

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

# Customer Application

## Personal Information

DE

Date <u>04/11/15</u>	State Issue <u>15</u>	Date <u>04/11/15</u>	Social Security # <u>[REDACTED]</u>
Last Name <u>EPHREM</u>	First Name <u>BRANDON</u>	Middle Name <u>JORDAN</u>	
Home Phone <u>[REDACTED]</u>	Cell Phone <u>[REDACTED]</u>	Email Address (optional) <u>[REDACTED]</u>	
Best time to call <u>9-7</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>9230 W RUSSELL RD #105</u>			
City <u>LAS VEGAS</u>	State <u>NV</u>	Zip <u>89147</u>	Apt # <u>105</u>
Mailing Address (if different from physical address) <u>SAME</u>			
City	State	Zip	

## Source of Income

Employer # <u>[REDACTED]</u>			
Pay Frequency: (check one) <input checked="" type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed			
2/2	Gross Monthly Income <u>\$ 4800</u>	Gross Monthly Obligations <u>\$ 200</u>	Work Order <u>[REDACTED]</u>
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

## Credit References

Business Name <u>A-T-T</u>	Phone #
Address (Street Number & Name)	City State Zip
Business Name <u>NVE</u>	Phone #
Address (Street Number & Name)	City State Zip

## Personal References

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

APP 007603  
ROA 006009



## 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						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Work Shift</th> </tr> <tr> <td>Gross Monthly Income</td> <td>Gross Monthly Obligations</td> </tr> <tr> <td>\$</td> <td>\$</td> </tr> </table>		Work Shift		Gross Monthly Income	Gross Monthly Obligations	\$	\$
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?		<input checked="" type="radio"/> Saw Store <input type="radio"/> Television <input type="radio"/> Yellow Pages <input type="radio"/> Repeat Customer <input type="radio"/> Internet <input type="radio"/> Billboard <input type="radio"/> Postcard <input type="radio"/> 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).

**11Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. This Consent to E-mail Communications and Electronic Disclosures informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Applicant Signature

01/30/10  
Date

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

\_\_\_\_\_  
Date

APP 007606  
ROA 006012

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #35 5060 S. Fort Apache Road, Suite 140 Las Vegas, NV 89148		PAYMENT MADE ON BEHALF OF OR BY: Brandon Ephrem
LOAN AGREEMENT IDENTIFICATION NO. 13869-0148870  LOAN AGREEMENT DATE: 1/30/2015 10:25:42 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/02/2015 11:02:15 AM
AMOUNT PAID: \$330.00	AGENT RECEIVING PAYMENT: Carlos Obando	

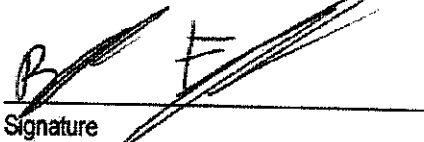
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$330.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$330.00
BALANCE DUE ON LOAN:	\$3,010.69
NEXT SCHEDULED DUE DATE:	3/31/2015

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

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

BRANDON EPHREM  
Printed Name

  
Signature

APP 007607  
ROA 006013

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN 1GYFC66828R224809  
DATE ISSUED 01/17/2015  
VEHICLE COLOR  
YEAR 2008  
MAKE CADI  
MODEL ESCALADE E  
SALES TAX PD  
VEHICLE BODY T4M  
EMPTY WT 5750  
GROSS WT  
GWAR  
TITLE NUMBER NV007494245

ODOMETER MILES 176100  
ODOMETER BRAND  
ACTUAL MILES

OWNER(S) NAME AND ADDRESS  
EPHREM BRANDON JORDAN  
9230 W RUSSELL RD UNIT 105  
LAS VEGAS NV 89148-1272

LIENHOLDER NAME AND ADDRESS  
TITELMAX  
5060 S FORT APACHE RD STE 140  
LAS VEGAS NV 89148-1716

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

City State Zip Code  
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
The mileage stated is in excess of its mechanical limits.  
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

ODOMETER READING  
NO TENTHS

Signature of Seller(s)/Agent/Dealership  
I am aware of the above odometer certification made by the seller/agent. ☐

Printed Name of Seller(s)/Agent/Dealership  
Dealer's License Number Date of Sale

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

Printed Full Legal Name of Buyer  
CONTROL NO. 2371817C  
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA  
ADD 1007608

ALTERATION OR ERASURE VOIDS THIS TITLE

## Contact Information

5/4/2015

Company: Titlemax - Stores (314391)

Telephone: 404-542-6618

Contact: Suzanne Gillespie

Fax:

E-Mail: suzanne.gillespie@titlemax.biz

## Notes

## Vehicle Info For 2008 Cadillac Escalade Base 4D Utility AWD

MSRP: \$58,490	VIN: 1GYFK4388	Adj. State: National
Fin Adv: \$22,775	UVC: 2008140034	Mileage: 0
Equip Ret: \$61,032	MPG: 12/18	Mileage Cat: E
Tire Size: 265/65R18	Weight: 7100	Cylinders: 8
Base HP: 403 @ 5700	Fuel Type: Gas	Transmission: A
Taxable HP: 52.8	Wheelbase: 116.0	Drive Train: AWD
Model Number: 6K10706	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC EW LTH SR		

## Wholesale Black Book values as of 5/4/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$22,800	\$20,200	\$17,400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$22,800	\$20,200	\$17,400

## Trade In Black Book values as of 5/4/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$23,060	\$20,460	\$16,355
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$23,060	\$20,460	\$16,355

## Retail Black Book values as of 5/4/2015

APP 007609  
ROA 006015

	X-CL	Clean	Average	Rough
Base	N/A	\$26,625	\$23,825	\$20,200
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$26,625	\$23,825	\$20,200

## Residual Black Book values as of 5/4/2015

	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

Chrome Wheels +100  
 Entertainment System +100  
 Htd/Cooled Seat Pkg +150  
 Navigation System +100  
 Platinum Edition +1600  
 Power Running Boards +175  
 w/o Sunroof -350

## Contact Information

1/30/2015

Company: Titlemax (314391)  
 Contact: Suzanne Gillespie  
 E-Mail: suzanne.gillespie@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2008 Cadillac Escalade ESV 4D Utility

MSRP: \$58,490  
 Fin Adv: \$24,250  
 Equip Ret: \$61,031  
 Tire Size: 265/65R18  
 Base HP: 403 @ 5700  
 Taxable HP: \$2.8  
 Model Number: 6C10906  
 Price Includes: AT AC EW LTH SR

VIN: 1GYFC66828R224809  
 UVC: 2008140053  
 MPG: 12/19  
 Weight: 7200  
 Fuel Type: Gas  
 Wheelbase: 130.0  
 End of Term Months: 0

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

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

	X-CL	Clean	Average	Rough
Base	\$25,350	\$23,350	\$20,750	\$17,950
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$25,350	\$23,350	\$20,750	\$17,950

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

	X-CL	Clean	Average	Rough
Base	N/A	\$23,590	\$21,060	\$16,870
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$23,590	\$21,060	\$16,870

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

	X-CL	Clean	Average	Rough
Base	\$29,550	\$27,200	\$24,425	\$20,775
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$29,550	\$27,200	\$24,425	\$20,775

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

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

## Black Book Add/Deducts

Chrome Wheels +150  
 Entertainment System +100  
 Hhd/Cooled Seat Pkg +175  
 Navigation System +150  
 Platinum Edition +1800  
 Power Running Boards +200  
 w/o Sunroof -400

APP 007611  
 ROA 006017





## TMX Finance - ACV Tool

Auto - Motorcycle

STORE #:	13889	STORE NAME:	TITLEMAX OF LAS VEGAS, NV #35
DISTRICT #:	71	REGION #:	20
STORE PH #:	(702) 220-4939	DM PH #:	(520) 991-0974
EMPLOYEE NAME:	Jason	STATE:	NV
BORROWER FIRST NAME:	Brandon		
BORROWER LAST NAME:	Ephrem		
VIN:	1gyfc66828r224809		
Year:	2008		
Make:	Cadillac	Model:	Escalade
Series:	ESV	Style:	4D Utility

No Results found

Grade:	A - Excellent
Mileage:	176535
Title Remarks:	Clean
LOAN AMT REQ:	3000
INPUT ACV:	18000
ADV RATE %:	70%
MLV:	\$12,600.00

Black Book	
Wholesale	
Level	Value
Rough	\$17,960.00

ADD ON:	Y C N
DUE DATE:	02/16/2015
ACCT BAL:	7000
PRIOR ACV:	18000
PREVIOUS MILEAGE:	176524

01/31/2015 17:48:22

TMX Finance 2013

APP 007612  
ROA 006018

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version Fiscal Date User Id  
40462 05/09/2015 562

Loan ID: 13869-014887 NV 210 Day Add-On/No DMV Fee (10.99%) Module Loan Type Payment Interval Amortizing Type  
Cust: 13869-006701 Ephrem, Brandon J INS B3 30 Days Interval Amortizing

**Loan Origination:** Origination Date: Friday 01/30/2015 **Current Loan Status:** Grace Days:0 Log Item  
Amount Advanced: \$3,000.00 Normal First Payment Due: 03/01/2015 Balloon Amount: \$0.00  
Cash Advance Fee: \$0.00 First Payment Due Date: 03/01/2015 Amount: Next Due Date: 03/31/2015  
Origination Charge: \$0.00 Extra Interest Days In First Period: 0 Grace Date: 03/31/2015  
Maintenance Fees: \$0.00 Second Payment Due Date: 03/31/2015 Amount: \$636.44 Minimum Payment:  
Interest Charges: \$1,455.08 Final Payment Due Date: Duration: Days Principal Balance: \$3,000.00  
Total Amount: \$4,455.08  
**Total Finance Charges:** \$1,455.08 **Payment Count:** 7 **APR:** 0133.7117% **Total Amount Due:** \$3,659.10

**Loan Type Settings:** Due Dates Will Skip Holidays: TeleTrack Approval: Track Other Lender Information:  
Set Due Dates On End Of Month: False Prompt For Check: Tracking ID:  
Accrue Only Thru Due Date On Payments Made Within Grace Period: False Balloon Amount Type: Balloon Amount:  
Interest... Only Thru Due Date On Deposited Checks or ACH Payments: False Balloon Amount Procedure:

**Periodic Fees:** Amount Type Flat/Rate Amount Applied Calculation Procedure Early Payoff Rebate Proc.  
109 10.99% Flat INT Rate 10.99000 % N 4/30/2015 LoanTitleMax210FeeCalculator LoanInterestProrateCalculator\_

**Late Charges:** Default Grace Days: 0 Late Charge Type: Flat or Rate: Value:

**ACH Autopay:** False Payment Tolerance: \$10.00 Late Fee Type: \$  
Pre-Autopay Days: 0 Late Fee Descr.:  
Calculation Procedure:  
Auto Pay Decision Procedure: Check Interest Threshold: False  
Check Scheduled Principal: False Interest Threshold Tolerance: \$0.00  
Check Principal Procedure: Check Interest Procedure:

**Payment Plan:** INS Installment Loans **Pmt. Proc:** LoanProactiveInterestPaymentAmounts  
**Collateral Settings:** Title Collateral Value Protocol: Never replace  
Prompt For Check: No Payment Replacement: CollateralDepositDateProc:  
Collateral First: No Deposit Method:

**Loan Collateral:** Value Date To Pick Routing Replaced Deposit Date Check 21 Automobile Collateral Serial / License  
1 Title \$4,455.08 Deposit Up Account # Deposit Rule ID Deposited ID Make Model Number / State  
Cadillac Escalade 1gyfc66828r22  
2008 9D06093 NV

Payment Schedule:		Beginning Bal.	Interest	Fees	Principal	Total Pmt.	Ending Bal.	Interest From	To Date	#Days	Satisfied
1 Sunday	03/01/2015 30 Days	\$3,000.00	\$329.70	\$0.00	\$306.74	\$636.44	\$2,693.26	01/31/2015	03/01/2015	30	03/02/2015
2 Tuesday	03/31/2015 30 Days	\$2,693.26	\$295.99	\$0.00	\$340.45	\$636.44	\$2,352.81	03/02/2015	03/31/2015	30	
3 Thursday	04/30/2015 30 Days	\$2,352.81	\$258.57	\$0.00	\$377.87	\$636.44	\$1,974.94	04/01/2015	04/30/2015	30	
4 Saturday	05/30/2015 30 Days	\$1,974.94	\$217.05	\$0.00	\$419.39	\$636.44	\$1,555.55	05/01/2015	05/30/2015	30	
5 Monday	06/29/2015 30 Days	\$1,555.55	\$170.95	\$0.00	\$465.49	\$636.44	\$1,090.06	05/31/2015	06/29/2015	30	
6 Wednesday	07/29/2015 30 Days	\$1,090.06	\$119.80	\$0.00	\$516.64	\$636.44	\$573.42	06/30/2015	07/29/2015	30	
7 Friday	08/28/2015 30 Days	\$573.42	\$63.02	\$0.00	\$573.42	\$636.44	\$0.00	07/30/2015	08/28/2015	30	

Transaction Summary:		Payment Type	Amount	Principal	Fees	Fees Credit	New	Pro.	Date	Sale Item	
		Type	Amount	Due	Applied	Charged	Paid	Amt.	Due Date #	Rev. Entered	ID
1 Friday	01/30/2015	NEL	\$0.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00		P 1/30/2015 10:27:15 AM	13869-203918
3 Sunday	03/01/2015	FEE	\$0.00	\$329.70	\$0.00	\$329.70	\$0.00	\$0.00		P 2/28/2015 4:05:05 PM	
4 Monday	03/02/2015	PMT	\$330.00	(\$319.01)	\$0.00	\$10.99	\$330.00	\$0.00	03/31/2015 2	P 3/2/2015 11:02:19 AM	13869-213532
6 Tuesday	03/31/2015	FEE	\$0.00	\$318.71	\$0.00	\$318.71	\$0.00	\$0.00		P 3/31/2015 7:05:16 PM	
27 Thursday	04/30/2015	FEE	\$0.00	\$329.70	\$0.00	\$329.70	\$0.00	\$0.00		P 4/30/2015 7:03:40 PM	
<b>Proposal Totals:</b>			\$330.00	\$3659.10	\$3000.00	\$989.10	\$330.00	\$0.00			

Detail:		Proposal	Fee	Amount	Operation	Fees Period	Fees Applied	Pro.	Date	Sale Item
		Type	Type	Type	Type	##	From Date To Date	Rev.	Entered	ID
1 01/30/2015	NEL		PRI	3000.00	MOD 2			P	1/30/2015 10:27:22 AM	13869-203918
3 03/01/2015	FEE	109	INT	329.70	FEE 3		03/01/2015 03/01/2015	P	2/28/2015 4:05:05 PM	
4 03/02/2015	PMT	109	INT	10.99	FEE 5		03/02/2015 03/31/2015	P	3/2/2015 11:02:30 AM	13869-213532
4 03/02/2015	PMT		INT	-330.00	PAY 7		03/02/2015 03/31/2015	P	3/2/2015 11:02:31 AM	13869-213532
6 03/31/2015	FEE	109	INT	318.71	FEE 8		03/31/2015 03/31/2015	P	3/31/2015 7:05:16 PM	
27 04/30/2015	FEE	109	INT	329.70	FEE 10		04/30/2015 04/30/2015	P	4/30/2015 7:03:41 PM	
<b>Total Amount Due:</b>				\$3659.10						

**Refinance Rules:** **Override Refinance Setting Procedure:** Allow Additional Principal: No  
Allow Principal Pay Down: No  
Can Be Consolidated: No Show Roll Fees Option: No Settle Fees On Refinance: No Early Extend From Term Date: No  
Can Consolidate Others: No Default Roll Fees Into Principal: No Allow Pay Down Refinance: No Late Extend From Term Date: No

**Custom Procedures:** **Custom Update Procedure** **Custom Process Procedure**  
B3 LRP Refinance Loan Payoff DeferredLoanPayoffProposalUpdate210 APP 007613  
Report Event ID: PIF ROA 006019  
**Custom Procedures:** **Custom Update Procedure** **Custom Process Procedure**

# Loan Analysis

Tm Las Vegas Nv #35  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939

Caswise Version    Fiscal Date    User Id  
40462            05/09/2015    562

Loan ID:	13869-014887	NV 210 Day Add-On/No DMV Fee (10.99%)	Module	Loan Type	Payment Interval	Amortizing Type
Cust:	13869-006701	Ephrem, Brandon J	INS	B3	30 Days Interval	Amortizing

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

B3 NEL New Loan  
Report Event ID: TMI

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

B3 PMT Deferred Loan Payment  
Report Event ID: ABR

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

B3 POF Deferred Payoff  
Report Event ID: PIF  
DeferredLoanPayoffProposalUpdate210

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

B3 REL Refinance to InstallmentLoan  
Report Event ID: TMA

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

B3 RES Rescinded  
Report Event ID: TRR

**Custom Procedures:**

**Custom Update Procedure**

**Custom Process Procedure**

APP 007614  
ROA 006020

TitleMax of Nevada, Inc. d/b/a TitleMax  
5060 S. Fort Apache Road, Suite 140  
Las Vegas, NV 89148  
(702)220-4939  
4/11/2015

Brandon Ephrem  
9730 W. Russell Rd #105  
Las Vegas, NV 89147

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

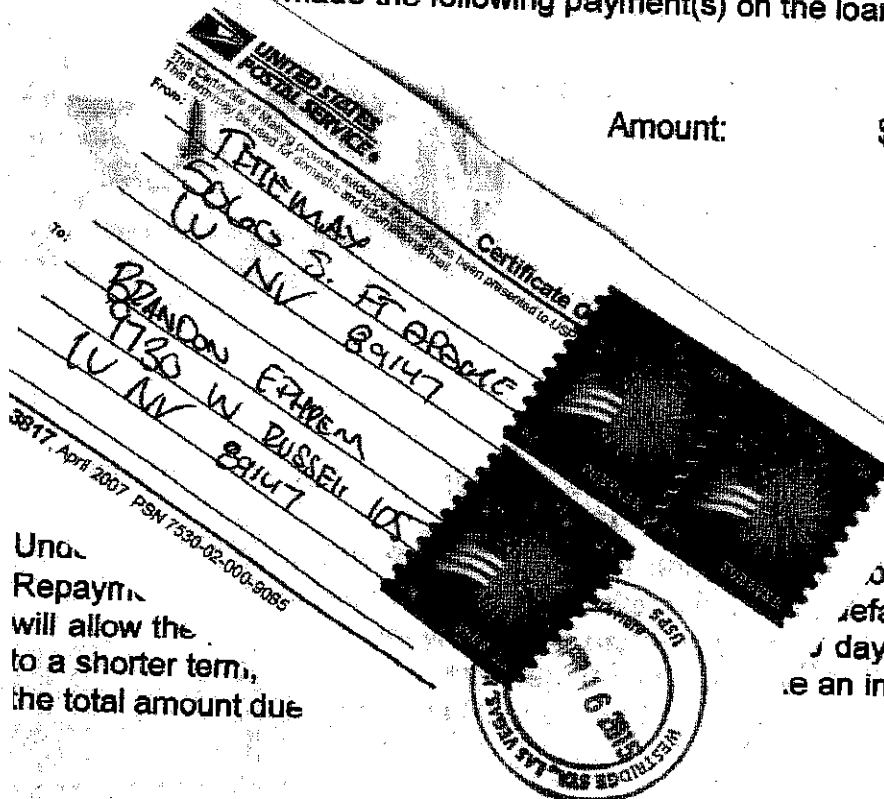
Dear Customer:

On 1/30/2015 10:25:42 AM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 03/02/2015 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 4/1/2015 ("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 5/1/2015 : (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 \$690.06. The total of payments or the remaining balance on the original transaction is \$3,000.00. You made the following payment(s) on the loan:

Amount: \$330.00



before 5/1/2015 will be \$690.06.

Under Nevada law: (1) you must enter into the Repayment Plan by 5/1/2015, unless we allow a longer period; (2) we will allow the Repayment Plan to be for a term of at least 90 days after the date of default, unless you agree to a shorter term; and (3) you must make an initial payment of not more than 20 percent of the total amount due.

APP 007615  
ROA 006021

[Back](#) [Submit](#)**Collection History**

Date	User	Action	Response	Comment/Commitment Date Amount
05/23/2015 14:37	Stephanie Bollinger	ManagerNote	Verified comments	CANT GET AHOLD OF CUSTOMER CUZ NV16 PICKED HIM UP, AND HAS NO MONEY TO PAY BOTH STORES
05/23/2015 11:40	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/22/2015 19:32	Stephanie Bollinger	No Contact	See comments	2ND CALL-NO CONTACT
05/22/2015 12:17	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/21/2015 10:51	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/20/2015 18:50	Stephanie Bollinger	No Contact	See comments	LVM-PRI
05/19/2015 11:00	Stephanie Bollinger	No Contact	See comments	LVM-PRI
				CC LNM WENT TO VM AFTER TWO

[Previous Record](#)[Next Record](#)

APP 007616  
ROA 006022

## Account Information

<b>Name:</b>	Ephrem, Brandon	<b>Loan #:</b>	20148870	<b>SSN:</b>	XXX-XX-4
<b>Address:</b>	9730 W. Russell Rd #105, Las Vegas, NV, 89147	<b>Loan Date:</b>	01/30/2015	<b>Amount Financed:</b>	3000.00
<b>Last Payment Amount:</b>	330.00	<b>Last Payment Date:</b>	03/02/2015	<b>Interest Due:</b>	911.8669
<b>Late fee due:</b>	0.00	<b>Principal due:</b>	3000.00	<b>Cash Available:</b>	0.00
<b>Total Due:</b>	3911.86	<b>Collateral Type:</b>	Vehicle	<b>Loan Status:</b>	Open
<b>ACH Type:</b>	ACH Opt-In	<b>Title Status:</b>	Current	<b>Pay Frequency:</b>	Monthly
<b>Gross Income:</b>	1.00	<b>Net Income:</b>	0.00	<b>Installment Amt:</b>	329.70
<b>Loan Maturity Date:</b>	03/25/2016	<b>Default Date:</b>		<b>Primary Bank A/C:</b>	Active
<b>Lot:</b>	31	<b>Stop interest Date:</b>		<b>Past Due Days:</b>	53
<b>Bankruptcy:</b>	N/A	<b>Repo Status:</b>	N/A	<b>Minimum payment due:</b>	659.40
<b>Daily Interest:</b>	10.9899	<b>Late Fee Date :</b>		<b>Vin:</b>	1GYFC66
<b>Due Date:</b>	03/31/2015	<b>Returned Balance:</b>	0.00	<b>ACV:</b>	0
<b>Vehicle:</b>	Escalade	<b>BB Value:</b>	4455.08	<b>Borrower Text Opt In</b>	N
<b>Payment Made on:</b>	03/02/2015	<b>No Call Start Date</b>			
<b>PDN Date</b>		<b>No Call End Date</b>			
<b>Vehicle Grade</b>					

## Collection/Reminder Log

## DON'T CALL REFERENCES AND WORK PLACES BEFORE 0 DAYS

## Contact Details

Language Preference: English

Contact Name Phone Nbr

Customer Brandon Ephrem Primary #: (702)701-2924 Ext Secondary #: Ext Alternative #: Ext 

Co-Borrower/Co-Owner

Co-Signer Name:

Co-Signer SSN:

Is Co-Borrower:

Is Co-Owner:

Co-Signer Home Phone

Co-Signer Cell Phone

Relation:

Employer Name:

Employer Contact:

Work Address:

DNC ☐☐☐

Transaction History

SMS History

Skip Trace

Save

View Skip Tra

Customer Notes

## Collection Effort

Action Taken

Response

Comments

APP 007617  
ROA 006023

## Transaction History

## Customer

Customer: Ephrem, Brandon

Cust Nbr: 662211

Pay Frequency: Monthly

Co-Borrower Nbr:

Collateral Type: VEHICLE

Is HitList Customer: No

Income Amount: 1.00

Bankruptcy: N/A

Is Co-Borrower on the Contract: No

Is Co-Borrower is an Additional Owner: No

Owner Ship Type: N/A

## Loan

Loan Nbr: 20148870

Loan Date: 01/30/2015

Due Date : 03/31/2015

Loan Amt: 3000.00

DMV Fee : 0.00

Daily Interest : 10.9899

LOT Status: LOT 31

Interest Rate: 133.71

EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 0.00

Interest Paid To Date: 330.00

Penalty Fees Paid To Date: 0.00

Principal Outstanding: 3000.00

Earned and Unpaid Interest: 911.87

Penalty Fees Due: 0.00

Principal Balance Remaining: 3000.00

No. of Inst: 14

Inst Amt: 636.44

APR %: 133.71

Amount Due Today: 3911.86

## Other Info.

Key Capture: No

Title Status: Title Received

Certificate #:

Refinance: (Y/N) N

Refinanced Loan Nbr:

Add-On Amount: 0

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

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

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Customer Income Information
Cadillac	Escalade	1GYFC66828R224809	2008	null	0	Average 0	Gross Income

## Transactional Events

Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	CSO	DMV	Orig Fee	NSF Fee	Waived Late Fee	Waived Late Fee	Waived Repo Fee	Sale Fee	Refund Amt	Emp Name	Paid By
<input checked="" type="radio"/>	13869	20148870	03/02/2015	Payment	-330.00	Cash	0.00	-330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
<input checked="" type="radio"/>	13869	20148870	01/30/2015	Advance	3000.00	Check	3000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

[Receipts](#) [Agreement](#) [Pmt History](#) [DMV Form](#) [VCR Form](#) [Print Screen](#) [Close](#)

## Check Details

To	Check Number	check Amt	Reprint_Check
Ephrem, Brandon J	NA	2980.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	03/01/2015	03/02/2015	329.70	PAID
2	03/31/2015	03/31/2015	329.70	OPEN
3	04/30/2015	04/30/2015	329.70	OPEN
4	05/30/2015	05/30/2015	329.70	OPEN
5	06/29/2015	06/29/2015	329.70	OPEN
6	07/29/2015	07/29/2015	329.70	OPEN
7	08/28/2015	08/28/2015	329.70	OPEN
8	09/27/2015	09/27/2015	428.57	OPEN
9	10/27/2015	10/27/2015	428.57	OPEN
10	11/26/2015	11/26/2015	428.57	OPEN
11	12/26/2015	12/26/2015	428.57	OPEN
12	01/25/2016	01/25/2016	428.57	OPEN
13	02/24/2016	02/24/2016	428.57	OPEN
14	03/25/2016	03/25/2016	428.58	OPEN

## Other Payments

330

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	03/01/2015	30	636.44	329.7000	329.7000	329.7000	306.74	2693.26
2	03/31/2015	30	636.44	295.9900	295.9900	295.9900	340.45	2352.81
3	04/30/2015	30	636.44	258.5700	258.5700	258.5700	377.87	1974.94
4	05/30/2015	30	636.44	217.0500	217.0500	217.0500	419.39	1555.55
5	06/29/2015	30	636.44	170.9500	170.9500	170.9500	465.49	1090.06
6	07/29/2015	30	636.44	119.8000	119.8000	119.8000	516.64	573.42

APP 007618  
ROA 006024

7	08/28/2015	30	636.44	63.0200	63.0200	63.0200	573.42	0.00
Title Tracking Status								
Title Status				Transaction Date				
New Loan				2015-01-17 00:00:00.0				
Sent to DMV				2015-01-17 00:00:00.0				
Title Received				2015-02-16 00:00:00.0				
Title Charge Off								
Charge Off Status				Transaction Date				
Document Information								
SNO	Document Description			Document Name		Date Created		

APP 007619  
ROA 006025



**A - 213**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/26/2015

Licensee Address: 5060 S FT APACHE ROAD, SUITE 140 LAS VEGAS NV 89148

Exam as of: 5/4/2015

Borrower Name &amp;

Address: BRANDON EPHREM

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?
13869-0146864	1/17/2015	\$7,000.00	8/15/2015	\$3,395.18	6&1	1485.03/1485.00	133.71%	YES

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

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

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

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

NRS 604A.423(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.423(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: \$23,060.00

NRS 604A.450(1)

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

NRS 604A.445(1)

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

NRS 604A.445(2)

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

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

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

Is the loan a collection account? 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 GPDA

# Title Loan Agreement

Date: 1/17/2015

Number: 13869-0146864

<b>Customer &amp; Co-Customer Information</b>			<b>ACCOUNT NUMBER:</b> 13869-0146864		
FIRST NAME Brandon		LAST NAME Ephrem		CO-CUSTOMER FIRST NAME	
SSN [REDACTED]		DRIVERS LIC./STATE ID. NO. [REDACTED]		CO-CUSTOMER SSN	
STREET ADDRESS 9730 W. Russell Rd #105		CO-CUSTOMER STREET ADDRESS			
City Las Vegas		STATE NV		ZIP CODE 89147	
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)220-4939		
LICENSEE STREET ADDRESS 5060 S. Fort Apache Road, Suite 140			LICENSEE CITY Las Vegas		LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1gyfc66828r224809			LICENSEE ZIP CODE 89148		
VEHICLE YEAR 2008			VEHICLE MAKE Cadillac		VEHICLE MODEL Escalade
					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 \$7,000.00 ("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 08/15/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

APP 007622  
ROA 006028

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

## 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	2/16/2015 and each 30 days thereafter
1	\$1,485.00	8/15/2015

**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.

**APP 007623**  
**ROA 006029**

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

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

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

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

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

**Governing Law and Assignment.**

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

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

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

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

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

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

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

  
Customer's Signature

1-17-15  
Date

  
Its Authorized Agent

1/17/15  
Date

Co-Customer's Signature

Date