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).

Case No. 74335

District Court No. A-16-743134-J

APPELLANT'S APPENDIX

VOLUME 43 of 75

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Repayment Plan Disclosure: If you defau! the loan, we must offer a Repayment Plan to y efore 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 (i) all claims arising from or relating directly or indirectly to the disclosure the disclosure the side of the provision.

- 2. You acknowledge and agree that by entrements into this Arbitration Provision:
 - (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPOTÉ 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 cont
- 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 transaction transaction law of the State of Nevada.

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- 8. This Arbitration Provision is binding upon are enefits you, your respective heirs, successors and gins. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and hated third parties. The Arbitration Provision continues 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 <u>only</u> 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/aTitleMax | 11/17/14 | Au Es | //-17-14 |
|--|----------|----------------------|----------|
| Customer's Signature | Date | Its Authorized Agent | Date |
| Co-Customer's Signature | Date | w* | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Alberto Ruiz 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0135845 04/25/2015 10:33:37 AM LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID AGENT RECEIVING PAYMENT: \$360.00 Jessica Flores TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$0.00 INTEREST PAID: \$360.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$360.00 BALANCE DUE ON LOAN: \$4,066,45 **NEXT SCHEDULED DUE DATE:** 4/16/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you a Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the p represent that the information previously provided on the Covered further

Signature

APP 009867

Printed Name

Customer Recipt/Repayment Plan Recipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:
Tm Las Vegas Nv #24
8414 West Farm Road, Ste 130
Las Vegas, NV 89131

LOAN AGREEMENT IDENTIFICATION NO.
12569-0135845

DATE/TIME OF RECEIPT OF PAYMENT:
02/20/2015 11:32:17 AM

LOAN AGREEMENT DATE:
11/17/2014 6:06:02 PM

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

AMOUNT PAID:

\$360.00

AGENT RECEIVING PAYMENT:

Jake Vose

 TODAY'S PAYMENT ITEMIZATION

 PRINCIPAL PAID:
 \$0.00

 INTEREST PAID:
 \$360.00

 CHARGES PAID:
 \$0.00

 FEES PAID:
 \$0.00

 TOTAL AMOUNT PAID TODAY:
 \$360.00

 BALANCE DUE ON LOAN:
 \$3,659.22

 NEXT SCHEDULED DUE DATE:
 3/17/2015

| Account paid in full by rescission. |
|-------------------------------------|
| Account paid in full. |

☐ Account paid in full.
☐ Title Returned Upon Poyment in Full By signing below as a second s

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

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Customer Rec()t/Repayment Plan Rece() (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Alberto Ruiz 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0135845 01/19/2015 06:44:27 PM LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$360,00 Rene Bernier **TODAY'S PAYMENT ITEMIZATION** PRINCIPAL PAID: \$0.00 INTEREST PAID: \$360.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$360.00 BALANCE DUE ON LOAN: \$3,635.60 NEXT SCHEDULED DUE DATE: 2/15/2015 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.

APP 009869

BERGO ROIZ

Customer Recipt/Repayment Plan Recipt (210 day loan)

| | | it i lan rect st (210 day loan) |
|--|-----------------------|--|
| NAME AND ADDRESS OF THE LICENSE | E: | PAYMENT MADE ON BEHALF OF OR BY: |
| Tm Las Vegas Nv #24 | | Alberto Ruiz |
| 8414 West Farm Road, Ste 130 | | |
| Las Vegas, NV 89131 | | |
| LOAN AGREEMENT IDENTIFICATION NO |) | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0135845 | | 12/18/2014 05:59:16 PM |
| | | 12/10/2014 03:39.16 FW |
| LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM | | |
| If you have multiple loans, this payment wa | s annlied to the | |
| loan number identified above. | s applied to the | |
| AMOUNT PAID: | AGENT RECEIVI | NG PAYMENT: |
| \$359.64 | Jessica Flores | NOT ATRICIT. |
| | | |
| TODAY'S PAYMENT ITEMIZATION | V | |
| | • | |
| PRINCIPAL PAID: | \$0.00 | |
| | | |
| INTEREST PAID: | \$359.64 | |
| CHARGEORAIR | | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | #0.00 | |
| T CLOT AID. | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$359.64 | |
| | ΨΟΟΟ.Ο Τ | ······································ |
| BALANCE DUE ON LOAN: | \$3,611.99 | |
| | | |
| NEXT SCHEDULED DUE DATE: | 1/16/2015 | |
| The state of the s | | |
| ☐ Account paid in full by rescission. | | |
| Account paid in full. | | |
| ☐ Title Returned Upon Payment in Ful | II. 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 a | acknowledge that the | payment information noted above is accurate. You further |
| represent that the information previously prov | ided on the Covered | Borrower Identification Statement is still accurate. |
| | | |
| 1 | | |
| ABENTOPLIA | | |
| Printed Name | Signature | |
| | | |

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 7-12-14 Account Number: 12569-0135845

Customer Name: Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax
Alberto Ruiz Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Address:

Address:

Co-Borrower Name:

8730 James Ave Las Vegas, NV 89143 Vehicle Information:2006 Honda Civic LX 1HGFA16506L0038482

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 11/17/2014 ("Loan Agreement.")
Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offening 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 | \$359.64 | 12/17/2014 |
| 2 | \$359.64 | 1/16/2015 |
| 3 | \$359.64 | 2/15/2015 |
| 4 | \$359.64 | 3/17/2015 |
| 5 | \$359.64 | 4/16/2015 |
| 6 | \$359.64 | 5/16/2015 |
| 7 | \$359.64 | 6/15/2015 |
| 8 | \$514.29 | 7/15/2015 |
| 9 | \$514.29 | 8/14/2015 |
| 10 | \$514.29 | 9/13/2015 |
| 11 | \$514.29 | 10/13/2015 |
| 12 | \$514.29 | 11/12/2015 |
| 13 | \$514.29 | 12/12/2015 |
| 14 | \$514.26 | 1/11/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$6,117. 4 8 | |

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 entening into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law, (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

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

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

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

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

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

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

| | | LICENSEE: TitleMax of Nevada, I | nc. d/b/a TitleMax |
|-------------------------|----------|---------------------------------|--------------------|
| Att | 12/18/14 | Jeh Far | 12. |
| Customer's Signature | Date | As Authorized Agent | Dai |
| Co-Borrower's Signature | Date | | |

Customer Application

Personal Information

| Date Sta | | |
|--|--|---|
| Last Name | First Name | Middle Name |
| (RU/2 | First Name AUS SYUTO | |
| (0.0) | , , , | |
| Best | Which number do you prefer that we call? Shome Phone Cell Phone | |
| | | |
| Physical Address (Street Number & Name) | _ | Apt# |
| 8730 SAMET KAUL | State 1// | Zip. County O |
| City Las Venns | State NU | Zip 89143 County Clank |
| Mailing Address (If different from physical address) | • | |
| City | State | Zip |
| | | |
| | Source of Incom | <u> </u> |
| Employer * (Source of Income) | Employer Address (Street Number & S/130) | Variet) |
| SEUT- EMPLOYED | SN30 SAMES | EAUL AVE |
| City LAS VEHAS | State NU Zip 85/ | (43 Time at Job? 14418 |
| Wo | Title // MD / M - Sup | ervisor |
| | 01111110 | Next Payday |
| Pay Frequency: (check one) | - 5: U. (- 0 | Gross Gross Monthly Monthly |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Weekly ☐ Monthly (last day) ☐ Monthly (| | Income Obligatio |
| Self-Employed | (au), 2oo., (a -c), | s 2800 Ins 420 F |
| | | \$ //U |
| *Alimony, child support or separate maintenar Alimony, child support, or separate maintenang | ce received under: court order written ag | vish to have it considered as a basis for repaying this obligation. reement oral understanding. |
| Are you currently in bankruptcy? yes yes | | |
| | Credit Reference | !S |
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APP 009875 ROA 008581

| | Co-Applicant In | tormatio | n 🐔 🐔 | | | | |
|--|--|-----------------------------------|------------------------------|-------------------|--|--------------------|---------------------------------------|
| Date | State Issued ID Number | Date of B | irth S | Social Security | # | | |
| Last Name | First Name | | | Middle Name | | | · · · · · · · · · · · · · · · · · · · |
| Home Phone | Cell Phone [†] | | | Email Address | (optional)†† | | |
| Best time to call? | Which number do | | | | | | |
| | | | | | ······································ | | |
| Physical Address (street Number & Name) | | | | Apt# | | · ···· | |
| City | | State | Zip | County | | | |
| Mailing Address (If different from physical address) | | | | | | | |
| City | | State | ZiQ. | | | | |
| Employer * (Source of Income) | En | nployer Addres | SS (Street Numb | er & Name) | | | |
| City | State | | Zip | Time at | Job? | | |
| Work Phone # | Job Title | Ś | Supervisor | | \ | | |
| Pay Frequency: (check one) | | N | iext Payday | Current an | d Expected Gross | Work Sh | ift |
| □ 1st & 15th of month □ 15th & end of month □ E | Silvooray (oron) 2 mooney | 44 2 | • | Monthly Income | Monthly Obligations | 1 | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st c ☐ Self-Employed | day) □ Monthly (3 rd day) | | , | \$ | \$ | | |
| *Alimony, child support or separate maintenance inc Alimony, child support, or separate maintenance rec Are you currently in bankruptcy? yes no | come need not be revealed if you eived under: a court order a w | u do not wish i vritten agreem | to have it con ent 🗆 oral | isidered as a b | asis for repayir | i ng this oblit | gation. |
| How did you hear about us? (Circle one.) | I describe | | T | | | | |
| Friend/Referral Name of referrer? | Saw Store | Tel | evision | Yellow Pa | ages | Repeat 0 | Sustomer |
| Internet Billboa | rd Postcard | , Ot | her: | | <u> </u> | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

##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 OF MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY PEULES! A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of six into place of the control of the copy of the reference.

tCellular 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.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and 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 009877

By signing below and submitting this Customer Application, you are verifying that all of the information in the Author 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 months relating to (i) your employment or source of income agree that you have read and understood all the above | e that you have told us about any changes you expect within the next 14, and (ii) current and expected gross monthly income and obligations. You statements, including the Arbitration Provision. |
|---|---|
| Applicant Signature | |
| Co-Applicant Signature | Date |

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Affidavit

| ***** | 120 |
|---|--|
| STATE OF NEVADA COUNTY OF Clark | · |
| Title Loan Agreement No.: 12569 -0135845 Date: 11-14-2014 | |
| Customer Name: Alberto Ruiz Address: 8730 James Raul Ave | Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax Address: |
| Las Vegas, NV 89143 | 8414 Farm Road Suite 130 |
| Co-Borrower Name: Address: | Las Vegas, NV 89131 |
| Address. | |
| | |
| Vehicle Information: VIN: 1HGFA16506L038482 License Plate State and No: LVSX10 Color: Black Year: 20 | 006 Make: Honda Model: LX |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Incregistered, licensed, and operating in accordance with Nevada law 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (7 vehicle identified above. The word "Title" means a certificate of title identifies the legal owner of a vehicle or any similar document issue Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fayour application information regarding current and expected income Pursuant to N.R.S. 604A.450-3, you are required to give us an afficiency and correct information concerning the customer's income, obcustomer has the ability to repay the title loan. | ir market value. Pursuant to N.R.S. 604A.450-2, we have reviewed e, obligations and employment. A states: (a) The customer has provided the licensee with |
| The undersigned, Alberto Ruiz , being first duly sworn, st | ates as follows: |
| | n concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA | YETH NOT. |
| Customer Signature: | 7/ |
| Co-Borrower Signature: | |
| | |

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

MAKE

MODEL

VEHICLE BODY

TITLE NUMBER

DATE ISSUED

1HGFA16506L038482 2006 ODOMETER MILES

HOND FUEL TYPE CIVIC LX SALES TAX PD

P4D **EMPTY WT**

NV007374009 GROSS WT **GVWR**

11/17/2014

146801 ODOMETER BRAND

BRANDS

VEHICLE COLOR

ACTUAL MILES

Received 12-5

OWNER(S) NAME AND ADDRESS

RUIZ ALBERTO 8730 JAMES RAUL AVE LAS VEGAS NV 89143-2319

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172

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

| SIGNATURE | OF AUTHO | RIZED | AGENT |
|-----------|----------|-------|------------------|
| | | | A CALMANDA B CO. |

DATE

PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSPORT OF LINEARING 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

Printed Full Legal Name of Buye

Signature of Seller(s)/Agent/Dealership

rada Driver's License Number or Identification Number

al militage. WATHING: ODOMETER DISCREPANCY.

ODOMETER READING

Printed Name of Seller(s)/Agent/Dealership

am aware of the above odometer certification made by the selleragent.

Dealer's License Number

ICCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR PRINCIES, THE PERSON NAMED HEREON IS THE OWNER OF THE PRINCIE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

VP-2 (Rev. 8/10)

Printed Full Legal Name of Boyer CONTROL NO.

25232856

THIS IS NOT A TITLE NO.

| | ENLIDE TO COMP | REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. Hereby certifies the vehicle described in this title has been transferred to the tollowing buyer(s): |
|--|---|--|
| ALER ONLY | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number of Identification Number OR Nevada Driver's License Number or Identification Number City State Zip Code |
| - DEALER ONLY | ODOMETER READING | printed Name of Seller/agent/Dealership Printed Name of Seller/agent/Dealership Dealer's License Number Dealer's License Number |
| | Section 10 COMP | Printed Full Legal Name of Boyer RECURRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. RECURRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. RETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. Registry certifies the vehicle described in this title has been transferred to the following buyer(s): |
| ILY Section | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number or Identification Number Nevada Oriver's License Number or Identification Number Nevada Oriver's License Number or Identification Number |
| DEALER ON | ODOMETER READING | Bometer reading is the actual mileage of the vehicle unless one of the following statements is checked. NO |
| | The transfer of contract | Printed Full Legal Name of Boyer Printed Full Legal Name of Boyer Printed Full Legal Name of Boyer PROVIDES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP OF PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR AMPRISONMENT: Printed Full Legal Name of Boyer PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR AMPRISONMENT: Printed Full Legal Name of Boyer |
| | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number or Identification Number OR Nevada Driver's License Number or Identification Number OR Viewada Driver's License Number or Identification Number OR OR OR OR OR OR OR OR OR O |
| DEALER ONL | I certify to the best of my knowledge the OPOMETER READING. | Odorneter reading is the actual mileage of the vehicle unless one of the following statements is checked: The mileage stated is in excess of its tredflattion families. TENTHS: The mileage stated is in excess of its tredflattion families. The odorneter reading is not the actual mileages. WARMING-ODOMETER DISCREPANCY Exempt - Model year over 9 years old. Printed Name of Seller(s)/Agent/Dealership Date of Sale |
| LIEN | am aware of the above adorester certil Signature of Buyer | Printed Foll Legal Name of Buyer LIENHOLDER TO BE RECORDED' FEIN |
| 马 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | Printed Full Legal Name of Lienholds Address Street | (if no lienhölder write "NONE") City State Zip Code FERATION OR ERASURE VOIDS THIS TITLE |

009881 ROA 008587

Contact Information

11/13/2014

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2006 Honda Civic LX 4D Sedan

MSRP: \$17,510

Fin Adv: \$6,125

Equip Ret: \$18,733

Tire Size: 205/55R16

Base HP: 140 @ 6300

Taxable HP: 16.1

Price Includes: AT AC

Model Number: FA1656EW

VIN: 1HGFA1656

UVC: 2006360047

MPG: 30/40

Weight: 2751

Fuel Type: Gas

Wheelbase: 106.3

End of Term 0 Months: 0

Adj. State: National

Mileage: 0

Mileage Cat: B

Cylinders: 4

Transmission: A

Drive Train: FWD

End of Term Mileage: 0

Trade In Black Book values as of 11/13/2014

| | X-CL | Clean | Average | Rough |
|---------|------|---------|----------|---------|
| Base | N/A | \$6,270 | \$5,370 | \$3,840 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$6,270 | \$5,370° | \$3,840 |

Retail Black Book values as of 11/13/2014

| | X-CL | Clean | Average | Rough |
|---------|------|----------|---------|-----------|
| Base | N/A | \$8,475 | \$7,250 | \$5,550 |
| Options | N/A | \$0 | \$0 | _\$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$8,475) | \$7,250 | * \$5,550 |

Residual Black Book values as of 11/13/2014

| Black Book Print Vehicle | | | Page 2 of 2 |
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| ig. | | | e and to got got on this day. He said to will send a payment on this day. The yell receive the payment on 5-15. |
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| | PEngeloverUP Only | |
| Income D | escription | \$ 2XD): |
| Employment Gross Monthly Salary or Wages | IMPINE-SAF EMPLOY | \$ |
| Part-Time Gross Monthly Salary or Wages | | Amount |
| Other/Expected Income | Description | \$ |
| Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ |
| Alimony or Child Support | | \$ |
| Other Income (Babysitting, Lawn care, etc.): | counts and en | +\$ 28N |
| Total Current/Expected Income | Part 1 March 1 Company | 671.7 |
| Las - Abby Evnense | Part 2: Please add all monthly expenses and amount here | |
| Part 3: Net Monthly Income Total = Part 1 Subtract Total Expense from Total Income. The Net | Total - Part 2 Total Monthly Income must be equal to or greater than | the =\$ 2330 |
| Subtract Total Expense from Total Income. The Net Required Residual Income. | | |
| Applicant Name: AUSTUO | Ruiz. | |
| Today's date: [[17 14 | | |
| Driver's License/Government Issued ID N | umber: | |

Ability to Pay Summary

| Loan Number | Edisardo Ruiz. |
|---------------------------------------|---|
| C. compr Name | No |
| is Customer a Covered Borrowei | 53,600.00 |
| Requested Loan Amount | *************************************** |
| Title Fee | \$3,000 |
| MLV Amount | \$2,800.00 |
| Gross Monthly Income | \$ 470.0 0 |
| Current and Expected Monthly Congress | \$6.0 |
| - 4 - S down I AND VZIVINKUM | |
| Date for Other Historia | |
| Add-On to Current Loan or Multi-Car | \$2,330.00 |

| : -218 NG | ANGEORIAN SERVICE | Retr |
|--------------------|-------------------|------------------|
| tiers | T 999.99 | 1799% |
| 100.00 | 1999.99 | 16.99% |
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| 2000.00 | 3999.99 | 13.99% |
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210 INSTALLMENT LOAN BREAKDOWN

| 210 INSTALLMENT LUAN BREAK | | 10,000 |
|---|---|------------|
| Loan Amount Inc. Title Fee | ÷ | 3,600 |
| Vehicle Value - Max. Loan Amount inc. Title Fee | ÷. | 9.99% |
| | nacional and a property of the Color of the | 3,600.00 |
| Interest Rate Max Cash to Customer Amount | <u>\$</u> | 3,600,00 |
| Actual Cash to Customer Amount | \$ | |
| Tale Fee Amount | \$ | 3,600 |
| Total Loan Amount | | |
| | | \$739.22 |
| Amortized Loan Payment | | \$5,174.51 |
| Total Payback Amount | | \$359.64 |
| Total Payback rolls | | · - |

Minimum Payment to Extend Grace Period Plan # of Months (0% Interest) \$514.29 Grace Period Plan Payment (0%)

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

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| | Revised 10-15-2008 Confidential | Revis |
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| | | |
| | GRACE PERIOD DEFERMENT \$6,457.34 | GRACE PERIC |
| | 0 AND 445 | NRS.604A.210 AND 445 |
| | VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS: | 13. 1 - 13. 1 - 13. 1 - |
| Extensions: Title-6 add! periods: DID & High In Loans - 90 days Are receipts filed? YES | Is the loan a collection account? NO Has the loan been extended or renewed? NO How many times? 0 Extensions To DID & High In | Is the loan a col |
| uant to NRS 604A.410 (2β)? 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)? | Does the writter |
| | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 6044.410 (2e)? YES | Does the writter |
| | 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 |
| NO | o NRS 604A.4 | (Applies to |
| | (Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO NRS 604A.445(1) | (Applies to NRS |
| Fair Market Value: \$10,225.00 | (Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NRS 604A.450(1) | (Applies to 'NRS |
| - | .oans) Does the original term of the HIL not exceed 35 days? | (Appl |
| | High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? NRS 604A. 425(1b) | (Applies to I |
| | Does the original term of the D/D Loan not exceed 35 days? | (App |
| NA | to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? NRS 604A.425(1a) | (Applies to |
| Affidavit 🔽 Other: | What is the borrower's expected gross monthly income? \$6,400 Was the borrower's income verified? YES Paystub 🔲 Aff | What is the borro |
| e title, i | YES If so, what is the collateral? 2005 NISSAN XTERRA | Is the loan secured? |
| | Deferred Deposit | Loan Type: |
|).32 121.55% 1E.5 P | 10/10/2014 \$3,800.00 5/8/2015 \$1,662.00 7 | 12569-0129849 |
| APR Quoted Is the A | Origination Date Amount of Loan Maturity Date Charge Payments | Account Number |
| Examiner: EC/DV | CYNTHIA COLLINS | Borrower Name & Address: |
| Exam as of: 5/15/2015 | ddress: 8414 WEST FARM ROAD, STE. 130, LAS VEGAS, NV 89131 | Licensee Address: |
| Date: 5/15/2015 | DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX | Licensee Name & DBA: |
| Exam Start | 604A LOAN REVIEW WORKSHEEL | |
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Title Loan Agreement

2005

2005

| Date: 10/10/201 | 4 | - | | | | | Numper. 12009-0129049 |
|--|-------------------------|-----------------------------------|---|-----------------------------|--------------------|--------------|----------------------------|
| Customer & Co-C | ustomer Information | ACCOUNT NUM | BER: 1256 | 9-0129849 | | | : ' |
| FIRST NAME Cynthia | LAST NAME Collins | | CO-CUSTOMI | R FIRST NAM | WE | CO-CUSTOME | ER LAST NAME |
| (| , | | CO-CUSTOMI | ER SSN | CO-CUSTOME | R'S DRIVERS | LIC./STATE ID. NO. |
| STREET ADDRESS 9840 Red Horse St | | | CO-CUSTOMI | ER STREET A | DDRESS | _ | |
| City Las Vegas | STATE NV | ZIP CODE 89143 | CO-CUSTOM | ER CITY | CO-CUSTO | MER STATE | CO-CUSTOMER ZIP CODE |
| H (1 | | | CO-CUSTOM | ER HOME PH | ONE | CO-CUSTO | MER DATE OF BIRTH |
| | le & Licensee mation | LICENSEE'S HO Monday to Friday | URS OF OPERATIO 9:00 A.M. to 7:00 P. | N: M., Saturday ′ | 10:00 A.M. to 4:00 | P.M., Closed | Sunday |
| LICENSEE NAME TitleMax of Nevada, In | nc. d/b/a TitleMax | LICENSEE F (702)560-62 | PHONE NUMBER 64 | | | | |
| LICENSEE STREET A 8414 West Farm Road | | | LICENSEE CIT | (| LICENSEE STA | | LICENSEE ZIP CODE 19131 |
| VEHICLE IDENTIFICA 5N1AN08U55C654314 | ATION NUMBER (VIN) | | LICENSE PLATE 415LGU | | | - | |
| VEHICLE YEAR | VEHICLE MAKE | VEH | CLE MODEL | COLOR | | | |

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.

nissan

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$3,800.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 05/08/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

FINANCE CHARGE

The dollar amount the credit will cost vou.

Amount Financed

\$3,800.00

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

Total of Payments

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

\$5,462,00

ROA 008601

121.5462 %

\$1,662.00

Your payment schedule will be: When Payments are Due Amount of Payments Number of Payments

11/9/2014 and each 30 days thereafter \$780.28 5/8/2015

\$780.32 1

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.

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

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, Right to Rescind and Prepayment. 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.

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 Arresponding

summer Corving of the following toil-free number: (800) 804-5368.

Repayment Plan Disclosure: If you defau the loan, we must offer a Repayment Plan to y efore 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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 Penod 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 overtums 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 indirectly to the disclosure by us or related third parties of all your personal information about you.

- 2. You acknowledge and agree that by ente 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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.jarnsadr.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 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 attomeys' 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 no arbitrate shall be governed by the arbitration law of the State of Nevada.

 ROA 008603

- 8. This Arbitration Provision is binding upon ar pnefits you, your respective heirs, successors and assigns, and readed 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 <u>only</u> 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.

| Co-Customer's Signature | Date | | |
|--|-------------------------|----------------------|----------------------------|
| Customer's Signature | <u>10-10-14</u> Date | Its Authorized Agent | <u>10/10/20</u> 14 Date |
| TitleMax of Nevada, Inc. d/b/aTitleMax | | | |

Customer Receint/Repayment Plan Recein (210 day loan)

| NAME AND ADDRESS OF THE LICENSEE | <u>:</u> | PAYMENT MADE ON BEHALF OF OR BY: |
|--|------------------------|--|
| Tm Las Vegas Nv #24 | | Cynthia Collins |
| 8414 West Farm Road, Ste 130 | | , |
| Las Vegas, NV 89131 | | |
| | | |
| LOAN AGREEMENT IDENTIFICATION NO | ·. | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0129849 | | 01/16/2015 05:06:54 PM |
| | | |
| LOAN AGREEMENT DATE: | | |
| 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was | annlied to the | |
| loan number identified above. | applied to the | , |
| | A OFNIT DECENSE | NO DAMAENT |
| AMOUNT PAID: \$340.00 | AGENT RECEIVI | NG PAYMENT: |
| \$340.00 | Rene Bernier | |
| | · . | |
| TODAY'S PAYMENT ITEMIZATION | l | |
| | | |
| PRINCIPAL PAID: | \$0.00 | |
| | | |
| INTEREST PAID: | \$340.00 | |
| | | |
| CHARGES PAID: | \$0.00 | |
| | <u> </u> | |
| FEES PAID: | \$0.00 | |
| | | |
| TOTAL AMOUNT PAID TODAY: | \$340.00 | |
| | 73,171 | |
| BALANCE DUE ON LOAN: | \$3,918.74 | |
| | | |
| NEXT SCHEDULED DUE DATE: | 1/8/2015 | |
| | | |
| | | |
| Account paid in full by rescission. | | |
| ☐ Account paid in full. | | |
| | i. By signing below, y | you acknowledge that upon repayment in full, we returned the |
| Vehicle's Title to you. | | |
| Repayment Plan Agreement. | | |
| Grace Period Plan Agreement. | | |
| oraso i crioa : ian Agreement. | | |
| | | |
| | | e payment information noted above is accurate. You further |
| epresent that the information previously provi | ided on the Covered | d Borrower Identification Statement is still accurate. |
| | | |
| A = 11 | 11 | |
| Limthia Callins | (1/1" | olles |
| Cynthia Callins Printed Name | Signature | · |
| unice Maine | oignature | |

APP 009899

Customer Receipt/Repayment Plan Receipt (210 day loan)

| Customer Recerp | nvehaamen | it rian Neceipt (210 day loan) |
|--|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | , | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 12/12/2014 04:48:41 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$379.62 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$379.62 | • · · · · · · · · · · · · · · · · · · · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$379.62 | |
| BALANCE DUE ON LOAN: | \$3,816.75 | |
| NEXT SCHEDULED DUE DATE: | 1/8/2015 | |
| | I. 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. | | |
| | | e payment information noted above is accurate. You further d Borrower Identification Statement is still accurate. |
| Cynthia Collins Printed Name | <u>Marine</u> | llv |
| Torreo Name | Signature | |

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Customer ReCipt/Repayment Plan Recipt (210 day loan)

| PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
|--|
| The state of the s |
| DATE/TIME OF RECEIPT OF PAYMENT: 11/10/2014 04:22:52 PM |
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| e |
| CEIVING PAYMENT: nier |
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| 27 |
| <u>o</u> |
| 0 |
| .00 |
| 2.27 |
| 2014 |
| below, you acknowledge that upon repayment in full, we returned the |
| |
| |
| that the payment information noted above is accurate. You further covered Borrower Identification Statement is still accurate. |
| pithio Collo |
| |

Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: **Cynthia Collins** Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 05/07/2015 02:05:26 PM 12569-0129849 LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM If you have multiple loans, this payment was applied to the loan number identified above AGENT RECEIVING PAYMENT: AMOUNT PAID: Rene Bernier \$400.00 TODAY'S PAYMENT ITEMIZATION \$0.00 PRINCIPAL PAID: \$400.00 INTEREST PAID: \$0.00 CHARGES PAID: \$0.00 FEES PAID: \$400.00 TOTAL AMOUNT PAID TODAY: \$4,103.14 BALANCE DUE ON LOAN: 5/8/2015 NEXT SCHEDULED DUE DATE: Account paid in full by rescission. 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.

Signature Collins

APP 009902

···· 2 24 A.A.? RE 2014

Cynthia Collins

Customer Reipt/Repayment Plan Recipt (210 day loan)

| | | OF OR DELIVER OF OR DV: |
|---|---|---|
| NAME AND ADDRESS OF THE LICENSEE: | | PAYMENT MADE ON BEHALF OF OR BY: |
| Tm Las Vegas Nv #24 | | Cynthia Collins |
| 8414 West Farm Road, Ste 130 | | |
| Las Vegas, NV 89131 | | |
| LOAN AGREEMENT IDENTIFICATION NO. | | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0129849 | | 04/08/2015 04:17:50 PM |
| 12509-0129049 | | |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| <u> </u> | AGENT RECEIVI | NG PAYMENT: |
| AMOUNT PAID: \$386.34 | Rene Bernier | |
| \$300.34 | | |
| TODAY'S PAYMENT ITEMIZATION | | |
| DOMOURAL DAIR | \$0.00 | |
| PRINCIPAL PAID: | Ψ0.00 | |
| | \$386.34 | |
| INTEREST PAID: | ₩300.0-7 | |
| CHARGE BAID | \$0.00 | |
| CHARGES PAID: | Ψ0.00 | |
| EEEO DAID. | \$0.00 | |
| FEES PAID: | | |
| TOTAL AMOUNT PAID TODAY: | \$386.34 | |
| TOTAL AMOUNT FAID TODAT: | | · |
| BALANCE DUE ON LOAN: | \$4,136.92 | |
| BALANCE DOE ON LOW | | |
| NEXT SCHEDULED DUE DATE: | 4/8/2015 | |
| | | |
| | | |
| ☐ Account paid in full by rescission. | | |
| ☐ Account paid in full. | h -l | were asknowledge that upon repayment in full, we returned the |
| ☐ Title Returned Upon Payment in Fu | II. 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. | | · |
| | | Vfuther |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that to vided on the Cover | the payment information noted above is accurate. You further red Borrower Identification Statement is still accurate. |
| | | ^ ^ |
| | | $\Lambda \Lambda \Lambda (Y)$ |
| Cunthin Collins | | Walls |
| | Signature | |
| Printed Name | Jigi lataro | |
| | | |

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Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: Cynthia Collins Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 02/19/2015 04:14:59 PM 12569-0129849 LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM If you have multiple loans, this payment was applied to the loan number identified above. AGENT RECEIVING PAYMENT: AMOUNT PAID: Jake Vose \$120.00 TODAY'S PAYMENT ITEMIZATION \$0.00 PRINCIPAL PAID: \$120.00 INTEREST PAID: \$0.00 CHARGES PAID: \$0.00 FEES PAID: \$120.00 TOTAL AMOUNT PAID TODAY: \$3,917.10 BALANCE DUE ON LOAN: 3/9/2015 NEXT SCHEDULED DUE DATE: Account paid in full by rescission. 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. 口 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.

| Customer Receipt | /Repaymen | t Plan Receipt (210 day loan) |
|---|---|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 03:59:24 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | · |
| AMOUNT PAID: \$261.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | · |
| INTEREST PAID: | \$261.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$261.00 | |
| BALANCE DUE ON LOAN: | \$4,024.47 | · · · · · · · · · · · · · · · · · · · |
| NEXT SCHEDULED DUE DATE: | <u>2/7/2</u> 015 | |
| Vehicle's Title to you. ☐ Repayment Plan Agreement. ☐ Grace Period Plan Agreement. | and a decided that 1 | y, you acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that to wided on the Cover | the payment information noted above is accurate. You further red Borrower Identification Statement is still accurate. |
| Cynthro Collins | Signature | Olis |
| Printed Name | Signature | |

Customer Receipt/Repayment Plan Receipt (210 day loan)

| Customer Receipt | /Repaymen | L Flair Neceipt (2 to day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 03:54:35 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$50.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | - | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$50.00 | |
| CHARGES PAID: | \$0.00 | <u> </u> |
| FEES PAID | \$0.00 | din |
| TOTAL AMOUNT PAID TODAY: | \$50.00 | |
| BALANCE DUE ON LOAN: | \$4,285.47 | |
| NEXT SCHEDULED DUE DATE: | 2/7/2015 | |
| ☐ Account paid in full by rescission. ☐ Account paid in full. | | |
| ☐ Title Returned Upon Payment in Full Vehicle's Title to you. | II. By signing below | , you acknowledge that upon repayment in full, we returned the |
| ☐ Repayment Plan Agreement.☐ Grace Period Plan Agreement. | | |
| A almounted amonto. Du signing holow VOLL | acknowledge that the cover of t | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Cyntha Collins Printed Name | Signature | this Collo |

Ruiz, Alberto

DOCUMENTS NEEDED FOR ACTIVE AND PAID TITLE LOANS

- 1. LOAN APPLICATION
- ✓2. LOAN DISCLOSURE AGREEMENTS INLCUDING DISCLOSURES ON EXTENSIONS (IF APPLICABLE)
- 3. GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT
- 14. AFFIDAVIT ON ABILITY TO REPAY
- 5. COPY OF TITLE
- 6. COPY OF BLUE BOOK CALCULATION ON FAIR MARKET VALUE
- √7. PAYMENT HISTORIES
- √8. RECEIPTS

DOCUMENTS NEEDED FOR DELINQUENT LOANS

- 1. LOAN APPLICATION
- 2. LOAN DISCLOSURE AGREEMENTS INCLUDING DISCLOSURES ON EXTENSIONS (IF APPLICABLE)
- 3. GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT
- 4. AFFIDAVIT ON ABILITY TO REPAY
- 5. COPY OF TITLE
- 6. COPY OF BLUE BOOK CALCULATION ON FAIR MARJET VALUE
- 7. PAYMENT HISTORIES
- 8. RECEIPTS
- 9. REPAYMENT PLAN OFFER AND PROOF OF MAILING
- 10.COLLECTOR'S NOTES
- 11.TEN DAY LETTER IF REPOSSESSED

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 11/10/2014

Account Number: 12569-0129849

Customer Name: Cynthia Collins Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 8414 West Farm Road, Ste 130 Las Vegas, NV 89131

9840 Red Horse St Las Vegas, NV 89143 Vehicle Information: 2005 2005 nissan 5N1AN08U55C654314

Co-Borrower Name:

Address:

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/10/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065. . Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

Grace Periods Payments Deferment Schedule

| Payment Number | Amount of Payment | Deferred Periodic Due Date |
|-------------------------------------|-------------------|--|
| 1 | \$379.62 | 11/9/2014 |
| 2 | \$379.62 | 12/9/2014 |
| 3 | \$379.62 | 1/8/2015 |
| 4 | \$379.62 | 2/7/2015 |
| 5 | \$379.62 | 3/9/2015 |
| 6 | \$379.62 | 4/8/2015 |
| 7 | \$379.62 | 5/8/2015 |
| 8 | \$542.86 | 6/7/2015 |
| 9 | \$542.86 | 7/7/2015 |
| 10 | \$542.86 | 8/6/2015 |
| 11 | \$542.86 | 9/5/2015 |
| 12 | \$542.86 | 10/5/2015 |
| 13 | \$542.86 | 11/4/2015 |
| 14 | \$542.84 | 12/4/2015 |
| The total amount paid | \$6,457.34 | 1, 6, 25 |
| after making all payments under the | . ' ' | 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| under the terms of the | | . ' |
| Grace Period Payments Deferment | | |
| Agreement: | | · |

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 guestions 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 entening 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 N | evada, Inc. d/b/a TitleMax |
|-------------------------|---------|--------|----|-------------------------|----------------------------|
| Customer's Signature | Collins | //-/0° | 14 | Its Authorized Agent | 11/10/2014 //Date |
| Co-Borrower's Signature | | Date | | | |

Customer Application

Personal Information

| Date A IO I/I Sta | | Consideration of the second |
|--|---|--|
| Date) - 4 Sta | | |
| Last Name Collins | First Name Curry A | Middle Name 2Vnn |
| Home Phone | Cull Disease | Fmail Address (optional)†† |
| Post time to call? | Which number do you preier unat we call? | <i>y</i> 1 |
| Best time to call? | ☐ Home Phone Cell Phone | |
| - | | |
| Physical Address (street Number & Name) | | Apt# |
| 90 | 340 Red Hoose | Zip. c County |
| City LAS VegAs | State W | Zip 89143 County |
| Mailing Address (If different from physical address) | | |
| Some | State | Zip |
| City | outo | |
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| Pay Frequency: (check one) | | Gross Gross |
| ☐ 1st & 15th of month ☐ 15th & end of mon | | Monthly Monthly Income Obligatio |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly | (1st day) □ Monthly (3rd day) | 10130 6400 ns |
| Self-Employed | | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| *Alimony child support or separate mainten | ance income need not be revealed if you do | ot wish to have it considered as a basis for repaying this obligation. |
| Alimony, child support, or separate maintena | nce received under: D court bruer D writter | agreement oral understanding. |
| Are you currently in bankruptcy? □ yes | io | |
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| Co-Ap | plicant | Information | |
|-------|---------|-------------|--|

| Date | State Issued | ID Number | Date o | f Birth | T | Social Security | y # | |
|---|-------------------------------------|------------------------------------|--------------------------|--|------------------|-----------------------------------|----------------------|--------------------|
| Last Name | First | Name | | | | Middle Name | | |
| Home Phone | Cell I | Phone† | | ······································ | | Email Address | (optional)†† | |
| Best time to call? | | h number do y Home Phone | | that we | | | | |
| | | | | • | | | | |
| Physical Address (Street Number & Name) | | | | | | Apt | # | · |
| City | | | State | Zi | p | County | | |
| Mailing Address (If different from physical address) | | | | L | | | | |
| City | | | Stat | e Zi | р | | | |
| Employer * (Source of Income) | | Em | oloyer Add | iress (Str | eet Numb | er & Name) | | |
| City | | State | | | Zip | Time a | Job? | |
| Work Phone # | Job | Title | <u> </u> | Super | visor | | | |
| Pay Frequency: (check one) | | | | Next P | ayday | Current a | nd Expected Gross | Work Shift |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biwee | ekly (every 2 we | eks) | | | | Monthly | Monthly | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | ☐ Monthly (| 3rd day) | | | | Income | Obligations | |
| ☐ Self-Employed | | | , | | | \$ | \$ | |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | e need not be red d under: 🗅 cou | evealed if you or rt order 🗆 wr | do not wis itten agre | sh to hav ement | /e it com ora | nsidered as a t l'understandin | pasis for repaying. | g this obligation. |
| How did you hear about us? (Circle one.) | | | | | | | | |
| Friend/Referral Name of referrer? | | Saw Store | | Televisio | on | Yellow P | rages (| Repeat Customer |
| Internet, Billboard | Pos | tcard | | 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.

#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-Billey 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 126-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 ELECTION OF THE DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES RECOIDED OF MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY RECOMMEND 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 mforonco

†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.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and 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 entening 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 009914

| expected gross monthly income and obligations. You agree that you | I liave tolo us about any changes you expect within the next 14 |
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| 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 stateme | nts, including the Arbitration Provision. |
| Applicant Signature | 10-10-14 |
| Applicant signature | Date ' |
| | |
| Co Applicant Signature | Date |

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| STATE OF NEVADA COUNTY OF Clark | |
| Title Loan Agreement No.: 12569-0129849 Date: 10/10/2014 | |
| Customer Name: Cynthia Collins Address: 9840 Red Horse Street Las Vegas, NV 89143 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>TitleMax</u> Address: 8414 Farm Road, Suite 130 Las Vegas, NV 89131 |
| Vehicle Information: VIN: 5N1AN08U55C654314 License Plate State and No: 415LGU Color: Gray Year: | 2005 Make: Nissan Model: Xterra |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, In registered, licensed, and operating in accordance with Nevada la 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (vehicle identified above. The word "Title" means a certificate of identifies the legal owner of a vehicle or any similar document iss Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's your application information regarding current and expected incomparison. | fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed |
| customer has the ability to repay the title loan. | |
| The undersigned, Cynthia Collins, being first duly sworn, | states as follows: |
| You have provided us with true and correct informat the vehicle; and | ion concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT | SAYETH NOT. |
| Customer Signature: | Egnekia Collin |
| Co-Borrower Signature: | |



CERTIFICATE OF TITLE

MODEL TITLE NUMBER VEHIGLE BODY MAKE YEAR: NV006333314 XTERRA 4.0 **74W** 2005 NISS 5N1AN08U55C654314 SALES TAX PD EMPTY WT GROSS WT FUEL TYPE DATE ISSUED ODOMETER MILES 5999

5200 47 ODOMETER BRAND 08/01/2013 VEHICLE COLOR G BRAND

ACTUAL MILES

OWNER(S) NAME AND ADDRESS COLLINS CYNTHIA LYNN 4222 TARKIN AVE LAS VEGAS NV 89120-2121

LIENHOLDER NAME AND ADDRESS TITLEMAX OF NEVADA INC DBA TITLEMAX 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172

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

DATE

PRINTED NAME OF AGENT AND COMPANY

SIGNATURE OF AUTHORIZED AGENT

FEDERAL AND STATE LAW REGRIES 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 MIPRISONMENT.
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 of Identification Number Printed Full Legal Name of Buye

Zip Code City I certify to the best of my

The mile ODOMETER READING

Printed Name of Saller(s)/Agent/De Signature of Seller(s)/Agent/Dealership

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

Dealer's License Number

Printed Full Legal Name of Buye Signature of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED MEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN. CONTROL NO. 13894020

(THIS IS NOT A TITLE NO.) VP-2 (Rev. 6/10)

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ALTERATION OR ERASURE VOIDS THIS TITLE

APP

009918 ROA 008624

Contact Information

10/10/2014

Company: Titlemax (314391) Contact: Sara Rosenthal

E-Mail: sara.rosenthal@titlemax.biz

Telephone: 404-542-6618

Fax:

Notes

Vehicle Info For 2005 Nissan Xterra SE 4D Utility

MSRP: \$25,350

Fin Adv: \$7,675

Equip Ret: \$27,513

Tire Size: 265/65R17 Base HP: 265 @ 5600

Taxable HP: 33.9

Model Number: 04315

Price Includes: AT AC

VIN: 5N1 AN08U55C654314

UVC: 2005640190

MPG: 16/22

Weight: 5200 Fuel Type: Gas

Wheelbase: 106.3

End of Term O

Adj. State: National

Mileage: 0

Mileage Cat: D

Cylinders: 6

Transmission: A

Drive Train: RWD

End of Term Mileage: 0

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

| -tonggings-onlighted, Magaigate- ang esia in the | X-CL | Clean | Average | Reugh \ |
|---|------|---------|---------|---------|
| Base | N/A | \$7,840 | \$6,340 | \$4,750 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$7,840 | \$6,340 | \$4,750 |

Retail Black Book values as of 10/10/2014

| | X-CL | Clean_4 | verage | Rough |
|---------|------|----------|---------|---------|
| Base | N/A | \$10,225 | \$8,325 | \$6,825 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$10,225 | \$8,325 | \$6,825 |

Residual Black Book values as of 10/10/2014

| | 12 Month | 24 Month | 30 Month | 36 Month | 42 Month | 48 Month (| 50 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 |
| Total | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Black Book Add/Deducts

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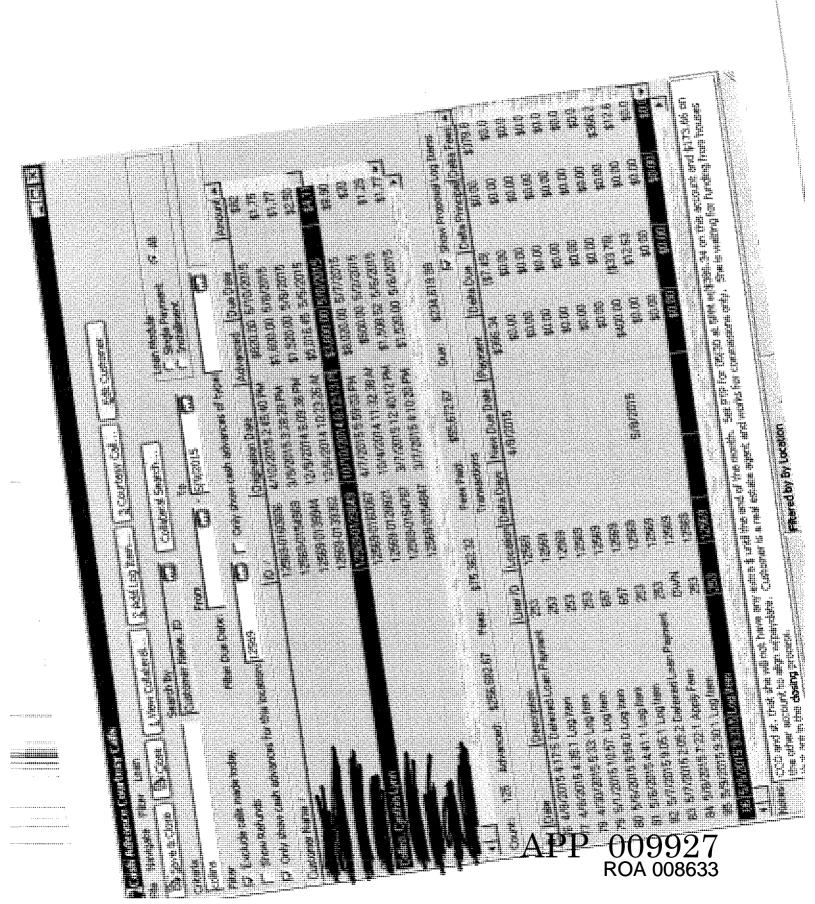
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| | ncome Worksheet | |
|---|---|-----------------------------|
| | ncome Worksheet | |
| nployment ross Monthly Salary or Wages | Description | \$ 6000° \$ |
| Part-Time Gross Monthly Salary or Wages | Description | Amount \$ |
| Gross Bonus or Commission Social Security/ Disability | | \$ |
| Gross Pension/Retirement Unemployment | | \$ 400° |
| Alimony or Child Support Other Income (Babysitting, Lawn care, | etc.): Part 1: Please add all income and enter amount here | se amounts + \$ 4400 |
| Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Total Expense from Total Income. | Part 2: Please add all nuo | here |
| Part 3: Net Monthly Income Total = Subtract Total Expense from Total Income. than the Required Residual Income. Applicant Name: | Collins | 33 CC 5 C 3 (1) |
| Today's Date: 10 - 10 - 1 | 1 | not wish it considered as a |
| Driver's License/Government Issu Alimony, child support or separa | ite maintenance income neo for repaying this o | bligation. |

| Ability to Pay Summary | 12569-0129849 Cynthia Collins |
|---|---|
| Loan Number Customer Name Is Customer a Covered Borrower Requested Loan Amount | \$3,800.00 \$3,800.00 \$0 \$7,400 |
| Title Fee MLV Amount | \$6,400.00 \$2,400.00 \$121.76 |
| Gross Monthly income Current and Expected Monthly Obligations Other TitleMax Loan Payment Rate Match/Rate for Other TitleMax Loan Rate Match/Rate for Other TitleMax Loan | 9,99% Add On / No DNA/ Fee \$3,878.24 |
| Rate Match/Rate for Other Add-On to Current Loan or Multi-Car Residual Monthly Income | |

| 710 BISTA | LIMONT PATE STRUCTURE | Rate |
|-----------|-----------------------|------------------|
| Tiers | 999,99 | |
| 100.00 | 1999.99 | 16.99% 15.99% |
| 1000.00 | 2999.99 | 14.99% |
| 2000.00 | 3999.99 | 13.99% |
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| Income Based - Max. Loan Amount Inc. Title Fee | 7 | 7,400 |
| Loan Amount Inc. The | \$ | 9,99% |
| Income Based - Max. Loan Amount Inc. Title Fee Vehicle Value - Max. Loan Amount Inc. Title Fee | | 30.00 |
| Income of the Mark Loan Ambour | e. A | 7,400.00 |
| Vehicle Value | S | 2 800 00 |
| Interest Rate Max Cash to Customer Amount Nax Cash to Customer Amount | | |
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| Title Fee Amount | • | |
| Title Fee All | | |
| Total Loan Amount | | ¢780.28 |
| 1000. | | C/80.20 |

\$780.28 \$5,461.99 Amortized Loan Payment \$379.62 7 Total Payback Amount Minimum Payment to Extend Grace Period Plan # of Months (0% Interest) \$542.86 Grace Period Plan Payment (0%)

CHEMSE THIS CASHWISE FOAN TYPE

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

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| 1 1 | | | | | | | | MENT \$17,693 | GRACE PERIOD DEFERMENT \$17,693 |
| | | 7.0000 | The second secon | | | | The state of the s | | NRS.604A.210 AND 445 |
| | | | NTS: | ONS/OTHER COMMENTS | VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER O | VS/TECHN | VIOLATIO | ie T | Access of |
| | YES | eriods: Are receipts filed? | D/D & High Int Loans - 90 days | How many times? | swed? NO | ended or rene | Has the loan been extended or renewed? | ount? NO | Is the loan a collection account? |
| | YES | | er defaults, pursuant to l | 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)? | enter into a REPA | portunity to | osure regarding the or | ement include a discl | Does the written loan agre |
| | | | YES | NRS 604A.410 (2e)? | e loan, pursuant to | PRE-PAY the | th of the customer to | ement disclose the rig | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? |
| | | | YES | NRS 604A.410 (2d)? | e loan, <i>pursuant to</i> | RESCIND th | th of the customer to | ement disclose the rig | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? |
| | | NO | to NRS 604A.445 (2)? | | han six additional | led for more t | Has the title loan been extended for more than six additional periods, pursuant | | (Applies to Title Loans Only) NRS 60A.445(2) |
| | | | | NO | eed 30 days? | title loan exce | Does the original term of the title loan exceed 30 days? | | (Applies to Title Loans Only) NRS 604A.445(1) |
| | \$32,525.00 | Fair Market Value: | NO Fair | nicle securing the loan? | cet value of the vel | the fair mark | Does the loan amount exceed the fair market value of the vehicle securing the | | (Applies to Title Loans Only) NRS 604A 450(1) |
| | | N/A | | | not exceed 35 days? | m of the HIL | Does the original term of the HIL not exceed 35 | Int Loans) 108(1) | (Applies High-Int Loans) NRS 6044.408(1) |
| | | N/A | ss monthly income? | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | t exceed 25% of the | vment amoun | Does the monthly pay | High-Interest Loans Only) NRS 604A.425(1b) | (Applies to High-Interest NRS 6044.425(1b) |
| | | N/A | | 35 days? | Loan not exceed | m of the D/D | Does the original term of the D/D Loan not exceed 35 days? | /D Loans) 108(1) | (Applies to D/D Loans) NRS 604A.408(1) |
| | | N/A | gross monthly income? | | seed 25% of the cu | posit loan exc | Does the deferred deposit loan exceed 25% of the customer's expected | d Deposit Only) 25(la) | (Applies to Deferred Deposit Only) NRS 604A.425(1a) |
| | | ☑ Other: | Paystub \square Affidavit | YES | Was the borrower's income verified? | | income? \$15,000 | pected gross monthly | What is the borrower's expected gross monthly income? |
| 7] | ted? NA | If secured by a vehicle title, is it filed and perfected? | If secured by a vehicle | | E CAYENNE GT |)08 PORSCH | If so, what is the collateral? 2008 PORSCHE CAYENNE GT | YES If so, wh | Is the loan secured? |
| <u>.</u> | P | | Purpose of loan: N/A | Title Loans 🔲 Pui | | High-Int Loans | | Deferred Deposit | Loan Type: |
| 1 | YES P | 133.71% | 2121.47/2121.44 | 0.26 7 | 6/24/2015 \$4,850.26 | 6/24 | \$10,000.00 | 11/26/2014 | 12569-0137379 |
| RC RC | Is the APR correct? | APR Quoted Is the A | Payment Amount | nce Total Number of Payments | Maturity Date Charge | 3 13 3 3 3 4 | Amount of Loan | Origination Date | Account Number |
| DA C | റ | Examiner: EC/DV | Exa | | | | | ROBERT RUSSELL | Borrower Name & Address: F |
| 0086 | 03 | Exam as of: <u>5/15/2015</u> | Exam | | 130, LAS VEGAS, NV 89131 | AS VEGAS | ROAD, STE. 130, I | 414 WEST FARM | Licensee Address: 8414 WEST FARM ROAD, STE. |
| 37 | 1 | Exam Start Date: 5/15/2015 | Exar | | | TTLEMAX | ume & DBA:_TITLEMAX OF NEVADA INC DBA_TITLEMAX | TITLEMAX OF NE | Licensee Name & DBA: 7 |
| | | | | WORKSHEET | 604A LOAN REVIEW WORKSHEE | 604A LO | | | 53.4 |

Title Loan Agreement

| Date: | 11/26/2014 | 7 | | Number: 12569-0137379 |
|-------|---------------------------------|-----------------|---------------|-----------------------|
| Cus | tomer & Co-Customer Information | ACCOUNT NUMBER: | 12569-0137379 | |

| | PILLEY MITTERSTON | A000011 Nomber: 12000-0101010 | | | | | |
|---|-------------------------|---|----------------------------|---------------|---------------------|-----------------------|--------------------------|
| FIRST NAME Robert | LAST NAME Russell | | CO-CUSTOMER | R FIRST NAM | 1E (| CO-CUSTOMER LAST NAME | |
| | | | CO-CUSTOMER | RSSN | CO-CUSTOME | R'S DRIVERS | LIC./STATE ID. NO. |
| STREET ADDRESS 6380 Maggie Ave | | | CO-CUSTOMER | STREET A | DDRESS | | |
| City Las Vegas | STATE NV | ZIP CODE 89131 | CO-CUSTOMER | CITY | CO-CUSTOM | IER STATE | CO-CUSTOMER ZIP CODE |
| + | | | CO-CUSTOMER | R HOME PHO | ONE | CO-CUSTO | MER DATE OF BIRTH |
| Motor Vehicle & Informa | | LICENSEE'S HOUR Monday to Friday 9:0 | | | 0:00 A.M. to 4:00 | P.M., Closed | Sunday |
| LICENSEE NAME TitleMax of Nevada, Inc. d | /b/a TitleMax | LICENSEE PHO (702)560-6264 | ONE NUMBER | | | | |
| LICENSEE STREET ADD 8414 West Farm Road, St | | | LICENSEE CITY Las Vegas | | LICENSEE STAT NV | | ICENSEE ZIP CODE 9131 |
| VEHICLE IDENTIFICATION WP1AD29P78LA71855 | N NUMBER (VIN) | 1 | CENSE PLATE SLCE | | | | |
| VEHICLE YEAR 2008 | VEHICLE MAKE Porsche | VEHICLE Cayenne | | 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.

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 06/24/2015 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 delivening 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.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

133.7129 %

\$4,850.26

\$10,000.00

\$14,850.26

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due | |
|--------------------|--------------------|--|--|
| 6 | \$2,121.47 | 12/26/2014 and each 30 days thereafter | |
| 1 | \$2,121.44 | 6/24/2015 | |

Security:

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

Filing Fee:

\$20.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$10,000.00 |
|-------------------------------------|-------------|
| Amount given to you directly: | \$9,980.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$20.00 |
| 4. Amount paid to on your behalf: | \$0.00 |

Calculation of Interest, Application of Payments and Security Interest.

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

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

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

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m ROA}\ 008639 \end{array}$

Repayment Plan Disclosure: If you default ce loan, we must offer a Repayment Plan to you process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

re we commence any civil action or

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 offening 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 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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- 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 specifies to consumer disputes, to the extent those rules and procedures do not contr
- 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.

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- 8. This Arbitration Provision is binding upon and third you, your respective heirs, successors and ass. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in the 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 <u>only</u> 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/aTitleMax | | | |
|--|----------|----------------------|----------|
| | 11/26/14 | | 11/26/14 |
| customer's Signature | Date ' | Its Authorized Agent | Daté j |
| Co-Customer's Signature | Date | | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Robert Russell Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 03/26/2015 04:19:55 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID AGENT RECEIVING PAYMENT: \$1,100.00 Jake Vose TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$4.00 INTEREST PAID \$1,096.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: <u>\$1,</u>100.00 BALANCE DUE ON LOAN: \$9,996.00 NEXT SCHEDULED DUE DATE: 4/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the J Repayment Plan Agreement. J Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further epresent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Signature

APP 009937

Customer Receipt/Repayment Plan Re

| NAME AND ADDRESS OF THE LICENSEE | ukepayme | nt Plan Receipt (210 day loan) |
|--|----------------|---|
| Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Robert Russell |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0137379 | | DATE/TIME OF RECEIPT OF PAYMENT: |
| LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM | | 02/26/2015 06:20:02 PM |
| If you have multiple loans, this payment was a loan number identified above. | applied to the | · |
| AMOUNT PAID: AGENT RECEIVI Jake Vose | | NG PAYMENT: |

| | The voge |
|----------------------------|-------------|
| TODAY'S PAYMENT ITEMIZATIO | N |
| PRINCIPAL PAID: | |
| INTEREST PAID: | \$0.00 |
| CHARGES PAID: | \$1,100.00 |
| - | \$0.00 |
| FEES PAID: | \$0.00 |
| TOTAL AMOUNT PAID TODAY: | \$1,100.00 |
| BALANCE DUE ON LOAN: | |
| NEXT SCHEDULED DUE DATE: | \$10,070.27 |
| BOL DATE: | 3/26/2015 |

- Account paid in full by rescission. 7 J
- Account paid in full.
- Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Repayment Plan Agreement.
- Grace Period Plan Agreement.

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

| Oustomer Mede | ibnvebaðiuei | וז Plan Rece ליל (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENS Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | EE: | PAYMENT MADE ON BEHALF OF OR BY: Robert Russell |
| LOAN AGREEMENT IDENTIFICATION I 12569-0137379 | NO. | DATE/TIME OF RECEIPT OF PAYMENT: 01/28/2015 06:24:36 PM |
| LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM | | - |
| If you have multiple loans, this payment v loan number identified above. | vas applied to the | |
| AMOUNT PAID: \$1,100.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION |)N | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$1,100.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | · |
| TOTAL AMOUNT PAID TODAY: | \$1,100.00 | |
| BALANCE DUE ON LOAN: | \$10,107.90 | · |
| NEXT SCHEDULED DUE DATE: | 2/24/2015 | · |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Formation Vehicle's Title to you. □ Repayment Plan Agreement. □ Grace Period Plan Agreement. | | ou acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro | acknowledge that the ovided on the Covered | payment information noted above is accurate. You further Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 12/31/2014 06:18:52 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$1,100.00 Jake Vose

| TODAY'S PAYMENT ITEMIZATION | | | | | |
|-----------------------------|-------------|---|--|--|--|
| PRINCIPAL PAID: | \$0.00 | | | | |
| INTEREST PAID: | \$1,100.00 | | | | |
| CHARGES PAID: | \$0.00 | | | | |
| FEES PAID: | \$0.00 | | | | |
| TOTAL AMOUNT PAID TODAY: | \$1,100.00 | | | | |
| BALANCE DUE ON LOAN: | \$10,182.17 | • | | | |
| NEXT SCHEDULED DUE DATE: | 1/25/2015 | | | | |

| Account paid in full by rescission. |
|-------------------------------------|
| Account paid in full |

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.

Customer Recei (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 05/08/2015 12:13:58 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the ioan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$100.00 Justine Faasse **TODAY'S PAYMENT ITEMIZATION** PRINCIPAL PAID: \$0.00 INTEREST PAID \$100.00 CHARGES PAID: \$0.00 FEES PAID \$0.00 TOTAL AMOUNT PAID TODAY: \$100.00 BALANCE DUE ON LOAN: \$10,470.60 **NEXT SCHEDULED DUE DATE:** 5/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. NAVA RUSSELL

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 05/04/2015 05:38:48 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM if you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$1,000.00 Jake Vose TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$0.00 INTEREST PAID: \$1,000,00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$1,000.00 BALANCE DUE ON LOAN: \$10,424.13 **NEXT SCHEDULED DUE DATE:** 4/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further

represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

APP 009942

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 12569-0137379

Customer Name: Robert Russell Address:

6380 Maggie Ave Las Vegas, NV 89131

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130 Las Vegas, NV 89131

Vehicle Information: 2008 Porsche Cayenne WP1AD29P78LA71855

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 11/26/2014 ("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 address 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 | \$1,099.00 | 12/26/2014 |
| 2 | \$1,099.00 | 1/25/2015 |
| 3 | \$1,099.00 | 2/24/2015 |
| 4 | \$1,099.00 | 3/26/2015 |
| 5 | \$1,099.00 | 4/25/2015 |
| 6 | \$1,099.00 | 5/25/2015 |
| 7 | \$1,099.00 | 6/24/2015 |
| 8 | \$1,428.57 | 7/24/2015 |
| 9 | \$1,428.57 | 8/23/2015 |
| 10 | \$1,428.57 | 9/22/2015 |
| 11 | \$1,428.57 | 10/22/2015 |
| 12 | \$1,428.57 | 11/21/2015 |
| 13 | \$1,428.57 | 12/21/2015 |
| 14 | \$1,428.58 | 1/20/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$17,693.00 | |

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

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

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

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

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

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

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

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% 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.

APP 009945

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

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.

eustomer's Signature Date

Co-Borrower's Signature Date

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

Its Authorized Agent Date

Customer Application

Personal Information

| Date 1/126/14 | | | |
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| WHAS VEGA | MAGGIE AVE. State NV | zi8913 | 1 County (ARK |
| Mailing Address (If different from phys. | ical address) | | |
| City | State | Zip | |
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| Pay Frequency; (check one) | | Gros | s Gross |
| | end of month Biweekly (every 2 weeks) | Mon | |
| |) □ Monthly (1st day) □ Monthly (3rd day) | | ns |
| Self-Employed | | \$ 1 | 2011 87500 |
| *Alimony, child support or separa Alimony, child support, or separa Are you currently in bankruptcy? | rate maintenance income need not be revealed if you of the maintenance received under. out order with yes. | do not wish to have it consident itten agreement oral un | ered as a basis for repaying this obligation. derstanding. |
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| Business Name | Phone # | | |
| Address (Street Number & Name) | City | State | Zip |
| , | | | |
| | Phone # | | |
| Business Name | NITMABILE | | |
| Business Name 2120 Address (Street Number & Name) | N/Fmoisile Phone # | State | Zip |
| 186130 | ON / 7-moi3 (12) City Personal Reference | | Zip |



| Date | State Issued ID Number | Date | of Birth | | Social Secu | rîty# | | |
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| Last Name | First Name | | | | Middle Nan | ie . | | |
| Home Phone | Cell Phonet | | | | Email Addre | ess (optional)†† | | |
| Best time to call? | Which number d □ Home Pho | | r that we ell Phone | | | | | |
| Physical Address (Street Number & Name) | | | | | A | vt # | | |
| City | | State | Zij | p | County | | | |
| Mailing Address (if different from physical address) | | | | | | | ······································ | |
| City | | Sta | te Zi _l | p | | | | |
| Employer * (Source of Income) | Er | nployer Ad | dress (Stre | eet Numb | er & Name) | | | |
| City | State | | | Zip | Time | at Job? | | |
| Work Phone # | Job Title | | Super | visor | | | | |
| Pay Frequency: (check one) | | | Next Pa | ayday | | and Expected | Work S | hift |
| □ 1st & 15th of month □ 15th & end of month □ Biweek | v (every 2 weeks) | | | | Gross | Gross | | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | ☐ Monthly (3 rd day) | | | | Monthly Income | Monthly Obligations | | |
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| 1.2.2 | | | | | \$ | \$ | | |
| *Alimony, child support or separate maintenance income n Alimony, child support, or separate maintenance received u Are you currently in bankruptcy? yes no | eed not be revealed if you inder: court order w | do not wis ritten agre | sh to hav ement | e it cor | sidered as a understand | basis for repayiring. | ng this ob | ligation. |
| How did you hear about us? (Circle one.) | | | | | · · · · · · · · · · · · · · · · · · · | | | |
| Friend/Referral Name of referrer? | Saw Store | | Televisio | n | Yellow | Pages | Repeat | Customer |
| Internet Billboard | Postcard | | Other: _ | | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

ttConsent 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 of the control of the c

†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 (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) https://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 https://www.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitration. The arbitration 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 Fed

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 Charges as Follows:

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

TM-NV-Customer Application-V.2.0-10.09.2013

ROA <u>Ω</u>Ω8655

| expected gross monthly income and obligations. You agree that you months relating to (i) your employment or source of income, and (ii) agree that you have read and understood all the above statements. | current and expected gross monthly income and obligations. You |
|--|--|
| Applicant Signature | 11126114 Date |
| Co-Applicant Signature | Data |

Affidavit

| STATE OF NEVADA | inday st |
|---|--|
| COUNTY OF Clark | |
| Title Loan Agreement No.: 12569-0137379 Date: 11-26-2014 | <u>.</u> |
| Customer Name: Robert Russell Address: 6380 Maggie Ave Las Vegas, NV 89131 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: 8414 Farm Road Suite 130 Las Vegas, NV 89131 |
| | |
| Vehicle Information: VIN: WP1AD29P78LA71855 | |
| License Plate State and No: LILSLCE Color: GOld Year:2 | 2008 Make: Porsche Model: Cayenne |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inregistered, licensed, and operating in accordance with Nevada law 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (vehicle identified above. The word "Title" means a certificate of tidentifies the legal owner of a vehicle or any similar document issue. | "you" and "your" mean the customer who has signed it. The words c. d/b/a Titlemax, a provider of title loan services w and regulated by the Nevada Financial Institutions Division, 406 E 775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the itle or ownership issued pursuant to the laws of the State of Nevada that led pursuant to the laws of another jurisdiction. |
| Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fayour application information regarding current and expected income | air market value. Pursuant to N.R.S. 604A.450-2, we have reviewed ne, obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required to give us an afficience and correct information concerning the customer's income, of customer has the ability to repay the title loan. | davit which states: (a) The customer has provided the licensee with bligations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Robert Russell , being first duly sworn, st | ates as follows: |
| You have provided us with true and correct information the vehicle; and | n concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA | YETH NOT. |
| Customer Signature: | Beeff |
| Co-Borrower Signature: | |



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MODEL

VEHICLE BODY

TITLE NUMBER

DATE ISSUED

ODOMETER MILES

CAYENNE GT SALES TAX PD 2008 PORS FUEL TYPE

T4W

NV007439276 EMPTY WI GROSS WT GVWR

12/18/2014 VEHICLE COLOR

24726 ODOMETER BRAND

BRANDS

ACTUAL MILES

Pec'd 1-1-15

OWNER(S) NAME AND ADDRESS

RUSSELL NONNA NAVALTA

RUSSELL ROBERT GUY 2909 STERLING COVE DR

LAS VEGAS NV 89128-7751

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX

8414 FARM RD STE 130

LAS VEGAS NV 89131

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

| SIGNATURE OF AUTHORIZED | |
|-------------------------|--|
| | |
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| | |
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| | |

DATE

PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE THANSFER 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):

AND Nevada Driver's License Number or Identification Number

Printed Full Legal Name of Buyer

Printed Full Legal Name of Buyer

Signature of Seller(s)/Agerit/Dealership

Nevada Driver's License Number or Identification Number

certify to the best of my knowledge th

ODOMETER READING

Printed Name of Seller(s)/Agent/Dealership

Farn aware of the above odometer certification made by the seller/agent. [] ... Dealer's License Number

Signature of Boyer

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

CONTROL NO. SERTTES.

(THIS IS NOT A TATLE NO.)

Printed Full Legal Name of Buyer

VP-2 (Rev. 8/10)

| > | 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 | | | | | |
| MENT L≺ | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | · | | | | | |
| FIRST REASSIGNMENT DEALER ONLY | 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 DISCREPA | NCY | | | | | |
| FIRST | ODOMETER READING Exempt - Model year over 9 yrs. old. | | | | | | |
| | 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 | | | | | | |
| | Signature of Buyer Printed Full Legal Name of Buyer | | | | | | |
| > | 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 | | | | | |
| IMENT | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | - | | | | | |
| SECOND REASSIGNMENT DEALER ONLY | Address City State Zip Code I certify to the best of my knowledge the odormeter 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 mileage stated is in excess of its mechanical limits. "" The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPA | NCY | | | | | |
| SECOND | ODOMETER READING Exempt - Model year over 9 yrs. old. | | | | | | |
| U) | Signature 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 | | | | | | |
| > | 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 | | | | | |
| .≺ MENT | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | | | | | | |
| S S | Address City State Zip Code | | | | | | |
| ALER (| ! certify to the best of my knowledge the odome;ading is the mileage of the vehicle unless one or the following statements is checked. NO | ANCY | | | | | |
| THIRD REASSIGN DEALER ONL | ODOMETER READING Exempt - Model year over 9 yrs. old. | | | | | | |
| ' | Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification made by the seller/agent. Dealer's License Number | | | | | | |
| | Signature of Buyer Printed Full Legal Name of Buyer | | | | | | |
| | LIENHOLDER TO BE RECORDED | | | | | | |
| z | FEIN | | | | | | |
| LEN | Printed Full Legal Name of Lienholder | | | | | | |
| | Address Street City State D (1996) 5 | 3 | | | | | |

Contact Information

11/26/2014

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2008 Porsche Cayenne GTS 4D Utility

MSRP: \$72,300

VIN: WP1AD29P78LA71855

Adj. State: National

Fin Adv: \$29,200

UVC: 2008740059

Mileage: 0

Equip Ret: \$87,182

MPG: 13/18 Weight: 6790

Mileage Cat: E

Tire Size: 295/35R21 Base HP: 405 @ 6500

Fuel Type: Gas

Cylinders: 8 Transmission: A

Taxable HP: 42.9

Wheelbase: 112.4

Drive Train: AWD

Model Number: GTS

End of Term 0

End of Term 0

Months:

Mileage:

Price Includes: AT LTH SR

Trade In Black Book values as of 11/26/2014

| And the second s | X-CL | Clean | Average | Rough |
|--|------|----------|----------|----------|
| Base | N/A | \$28,540 | \$25,040 | \$19,550 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$28,540 | \$25,040 | \$19,550 |

Retail Black Book values as of 11/26/2014

| | X-CL | Clean | Average | Rough |
|---------|----------|----------|----------|----------|
| Base | \$34,900 | \$32,525 | \$28,550 | \$23,850 |
| Options | \$0 | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | \$0 | \$0 | \$0 | \$0 |
| Total | \$34,900 | \$32,525 | \$28,550 | \$23,850 |

Residual Black Book values as of 11/26/2014

| _ | | - | | | |
|---|------|------|-------|----|--------|
| в | lack | Book | Print | Ve | chicle |

Page 2 of 2

Black Book Add/Deducts

Navigation System +150 Rear Seat Ent Sys +200 w/o Auto Trans -800 w/o Moonroof -850

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| Income Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages S Gross Bonus or Commission \$ Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Income Total = Part 1 Total - Part 2 Total Applicant Name: For Bapt Gry Fussel 1000 Today's date: 1/2/14/ | | | |
|--|--|--|--|
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Fo Bapt Suy Fussel Today's date: 11/26/14/ | | | tan ministrativa sa manana sa sa sa sa manana sa |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Supposed Today's date: 11/26/14/ | * | | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Supposed Today's date: 11/26/14/ | | | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Fo Bapt Suy Fussel Today's date: 11/26/14/ | | | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Supposed Today's date: 11/26/14/ | | | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Supposed Today's date: 11/26/14/ | Cerésore de la contrato de la contrator | DOS 1000 INTO UNIO MINOSTOLARROS ESTA DOS ÁSTA CARROS ELLO ESPACA UN ARA CARRO EN | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment \$ Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Supposed Today's date: 11/26/14/ | | | |
| Gross Monthly Salary or Wages Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected income Total Monthly Expense Part 3: Net Monthly income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly income must be equal to or greater than the Required Residual Income. Applicant Name: Fo Bapt Gay Fussel Today's date: 11/26/14/ | Income | | 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Regulated Residual Income. Applicant Name: ### ### ### ### ### ############### | | | |
| Part-Time Gross Monthly Salary or Wages Gross Bonus or Commission \$ Social Security/ Disability \$ Gross Pension/Retirement \$ Unemployment \$ Alimony or Child Support \$ Other Income (Babysitting, Lawn care, etc.): \$ Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: ### Appl | Gross Monthly Salary or Wages | Dange | \$ 15 2271 |
| Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Pobal Goy Russel Today's date: 11/26/14/ | 49 — | | \$ |
| Gross Bonus or Commission Social Security/ Disability Gross Pension/Retirement Unemployment Alimony or Child Support Station of Child Support Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: For Bapt Gay Russel Today's date: 11/26/14/ | | | |
| Gross Pension/Retirement Unemployment Alimony or Child Support S Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to of greater than the Required Residual Income. Applicant Name: Robust Guy Rossel Today's date: 11/26/14/ | | The second secon | \$ |
| Gross Pension/Retirement Unemployment Alimony or Child Support S Other Income (Babysitting, Lawn care, etc.): Total Current/Expected income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Today's date: 11/26/14/ | Social Security/ Disability | | \$ |
| Alimony or Child Support Other Income (Babysitting, Lawn care, etc.): \$ Total Current/Expected Income Total Monthly Expense Part 3: Net Wonthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Pobapt Gy Rssel Today's date: 11/26/14 | Gross Pension/Retirement | | \$ |
| Other Income (Babysitting, Lawn care, etc.): Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Robust Gay Rosel Today's date: 1/26/14 | Unemployment | | \$ |
| Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Robert Goy Russel Today's date: 11/26/14 | Alimony or Child Support | | \$ |
| Total Monthly Expense Part 3: Net Monthly income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Robert Gy Rosel Today's date: 11/26/14 | Other Income (Babysitting, Lawn care, etc.): | | \$ |
| Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Formal Gay Formal Monthly Income Must be equal to or greater than the Today's date: 11/26/14 | Total Current/Expected Income | 。我们是这种的,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个 | +\$ 15 |
| Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income. Applicant Name: Fobget Goy Fussel Today's date: 11/26/14 | Total Monthly Expense | | -\$ 7.7772 |
| Applicant Name: Robort Goy Rissell 1000 Today's date: 11/26/14 | Part 3: Net Monthly Income Total = Part 1 To | ital - Part 2 Total | 7000 |
| Fobapf Guy Russell 1000 Today's date: 11/26/14 | Required Residual Income, | onthly income must be equal to or greater than the | |
| Fobapf Guy Russell 1000 Today's date: 11/26/14 | Annlicant Name: | 1 4007 | |
| Today's date: 11/26/14 | KoBGET GOV | Risself 1000 | |
| | | | |
| Driver's License/Government Issued ID Number: | 1/1 26/17 | | the second secon |
| | Driver's License/Government Issued ID Numb | er: API | 009959 |

Ability to Pay Summary

| Loan Number | 12569-0137379 |
|--|----------------|
| Customer Name | Robert Rusself |
| Is Customer a Covered Borrower | No |
| Requested Loan Amount | 510,000.00 |
| Title Fee | \$20 |
| MLV Amount | \$10,000 |
| Gross Monthly Income | \$15,000.80 |
| Current and Expected Monthly Obligations | \$7,000.00 |
| Other TitleMax Loan Payment | S0.00 |
| Rate Match/Rate for Other TitleMax Loan | |
| Add-On to Current Loan or Multi-Car | |
| Residual Monthly income | \$8,000.00 |

| Tier. | S . | 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 | INSTAL | LBACKIT | LOAN BREAKDOWN | |
|-----|--------|---------|----------------|--|
| | | | | |

| Income Based - Max. Loan Amount Inc. Title Fee | ξ | 10,020 |
|---|---------------|-------------|
| Vehicle Value - Max. Loan Amount Inc. Title Fee | č | • |
| Interest Rate | \$ | 10,020 |
| | | 10.99% |
| Max Cash to Customer Amount | , \$. | 10,000.00 |
| Actual Cash to Customer Amount | 95. | 10,000,00 |
| Title Fee Amount | \$ | 20 |
| Total Loan Amount | \$ | 10,020 |
| Amortized Loan Payment | | \$2,125.71 |
| Total Payback Amount | | \$14,879.97 |
| Minimum Payment to Extend | | \$1,101.20 |
| Compa Bankad St Haddan at Joseph | | 7 |
| Grace Period Plan # of Months (0% interest) | | |

CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

A - 309

| | | | | | | Confidential | | | 2008 | Revised 10-15-2008 |
|----------------|---------------------------------------|---|--|-------------------|----------------------|-------------------|-------------------------------------|--|------------------------------|---|
| | | | | | | | | | | |
| | | | | | | | | | RMENT \$7,646.85 | GRACE PERIOD DEFERMENT \$7,646.85 |
| | | | | | | | | The state of the s |) | NRS.604A.210 AND 445 |
| <u></u> | | | | OMMENTS: | OTHER COM | CEPTIONS/ (| VIOLATIONS/TECHNICAL EXCEPTIONS/ | VIOLATIONS/ | | |
| G 2 | iled? YES | eriods: Are receipts filed? | Extensions: Title-6 addit periods: D/D & High Int Loans - 90 days | 0 E | How many times? | NO Ĥo | d or renewed? | Has the loan been extended or renewed? | NO | Is the loan a collection account? |
| | YES | customer defaults, pursuant to NRS 604A.410 (2f)? | ults, pursuant to | tomer defa | | REPAYMENT | unity to enter into a | Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the | eement include a discl | Does the written loan agr |
|] | | | YES | | 04A.410 (2e)? | suant to NRS 60 | -PAY the loan, pur | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2) | eement disclose the rig | Does the written loan agr |
| | | | ÝES | | 04A.410 (2d)? | suant to NRS 6 | CIND the loan, pur | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2) | eement disclose the rig | Does the written loan agr |
| | | NO | 45 (2)? | RS 604A.4 | , pursuant to N | litional periods, | or more than six ado | Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? | | (Applies to Title Loans Only) NRS 604.445(2) |
| . | - | | | | | 3? NO | loan exceed 30 day | Does the original term of the title loan exceed 30 days? | | (Applies to Title Loans Only) NRS 604A.445(1) |
| 0 | \$15,980.00 | Fair Market Value: | NO Fair | | uring the loan? | the vehicle sec | fair market value of | Does the loan amount exceed the fair market value of the vehicle securing the | | (Applies to Title Loans Only) NRS 604A.450(1) |
| | · | N/A | | | | 35 days? | the HIL not exceed | Does the original term of the HIL not exceed 35 days? | -Int Loans) 408(1) | (Applies High-Int Loans) NRS 604A 408(1) |
| | · . | N/A | thly income? | gross mon | wer's expected | % of the borro | t amount exceed 25 | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | erest Loans Only) #25(1b) | (Applies to High-Interest Loans Only) NRS 604A.425(1b) |
| | e e e e e e e e e e e e e e e e e e e | N/A | | • | ? | exceed 35 days? | of the D/D Loan not exceed 35 | Does the original term of | /D Loans) 408(1) | (Applies to D/D Loans) NRS 604A.408(1) |
| <u> </u> | | N/A | income? | s monthly i | s expected gros | f the customer's | loan exceed 25% o | Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? | ed Deposit Only) #25(la) | (Applies to Deferred Deposit Only) NRS 604A.425(Ia) |
| | | ☑ Other: | ☐ Affidavit | Paystub | d? YES | income verifie | Was the borrower's income verified? | \$7,400 | spected gross monthly | What is the borrower's expected gross monthly income? |
| 7 | erfected? NA | If secured by a vehicle title, is it filed and perfected? | cured by a vehicle | If se | • | | J CRUISER | If so, what is the collateral? 2007 FJ CRUISER | YES If so, wh | Is the loan secured? |
| | P | | Purpose of loan: N/A | Purpose o | | Title Loans | High-Int Loans | High- | Deferred Deposit | Loan Type: |
| <u> </u> | YES P | 121.55% | 924.02/924.03 | | 7 | \$1,968.15 | 9/21/2015 | \$4,500.00 | 2/23/2015 | 12569-0152730 |
| ≂U R(| Is the APR correct | APR Quoted Is the | Payment Amount | umber of nents | Total Numbe Payments | Finance Charge | Maturity Date | Amount of Loan | Origination Date | Account Number |
|)A () | റമ | Examiner: EC/DV | Exa | , | | - | | | RICHARD BROWN | Borrower Name & Address: I |
| 0860 | 96 | Exam as of: 5/15/2015 | Exam | | - | 31 | 130, LAS VEGAS, NV 89131 | STE. | 8414 WEST FARM ROAD, | Licensee Address: 2 |
| / 2 | 2 | Exam Start Date: 5/15/2015 | Exar | | | | MAX | TITLEMAX OF NEVADA INC DBA TITLEMAX | IITLEMAX OF NE | Licensee Name & DBA: |
| | | | | 82-114 | KSHEET | IEW WORK | 604A LOAN REVIEW WORKSHEET | 6(| | |

Title Loan Agreement

Date: 2/23/2015

| | | | | | 16 | | |
|--|-------------------------|-------------------------------|--|-------------------------|------------------|--------------------------|---------|
| Customer & Co-Ci | ustomer Information | ACCOUNT NUMBE | R : 12569-015 | 2730 | · | | |
| FIRST NAME Richard | LAST NAME Brown | | CO-CUSTOMER FI | RST NAME | CO-CUSTOME | R LAST NAME | 2 |
| | | | CO-CUSTOMER SS | N CO-CUSTO | MER'S DRIVERS | LICJSTATE ID. NO. | , |
| STREET ADDRESS 7545 Osa Blanca Rd | #2173 | **** | CO-CUSTOMER ST | REET ADDRESS | | | |
| City Las Vegas | STATE NV | ZIP CODE 89149 | CO-CUSTOMER CI | TY CO-CUST | OMER STATE | CO-CUSTOMER ZIF | CODE |
| | | | CO-CUSTOMER HO | OME PHONE | CO-CUSTO | MER DATE OF BIRTH | #. * |
| | le & Licensee mation | | RS OF OPERATION: 00 A.M. to 7:00 P.M., S. | aturday 10:00 A.M. to 4 | :00 P.M., Closed | Sunday | |
| LICENSEE NAME TitleMax of Nevada, In | ic. d/b/a TitleMax | LICENSEE PHO (702)560-6264 | ONE NUMBER | | | | |
| LICENSEE STREET A 8414 West Farm Road | | | LICENSEE CITY Las Vegas | LICENSEE ST NV | 3 | ICENSEE ZIP CODE 9131 | |
| VEHICLE IDENTIFICA JTEBU11F070062753 | ` , | 1 | CENSE PLATE | | | | |
| VEHICLE YEAR | VEHICLE MAKE | VEHICLI E.I. Cruis | - 1 | OLOR Iver | | | |

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$4,500.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 09/21/2015 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.

Number: 12569-0152730

FEDERAL TRUTH-IN-LENDING DISCLOSUR

ANNUAL PERCENTAGE RATE

The cost of your credit as a vearly rate.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

121.5462 %

\$1,968.15

\$4,500.00

\$6,468.15

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|---------------------------------------|
| 6 | \$924.02 | 3/25/2015 and each 30 days thereafter |
| 1 | \$924.03 | 9/21/2015 |

Security:

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

Filina Fee:

\$20.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$4,500.00 |
|-------------------------------------|------------|
| Amount given to you directly: | \$4,480.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$20.00 |
| 4. Amount paid to on your behalf: | \$0.00 |

Calculation of Interest, Application of Payments and Security Interest.

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

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

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

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

Repayment Plan Disclosure: If you defat a the loan, we must offer a Repayment Plan to 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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 offening 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: (!) 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, govemors, 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 Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure type related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure type related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to th

- 2. You acknowledge and agree that by enterpoint 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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.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 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 organiza
- 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 = 0.09966 APP = 0.008672

- 8. This Arbitration Provision is binding upon a _____enefits you, your respective heirs, successors and _____ins. 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 <u>only</u> 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/aTitleMax | | $\wedge \Omega / I$ | |
|--|-----------------|---------------------|----------------|
| Quelo Barre Customer's Signature | 2/23/15 Date | Its Authorized Agen | 2 23/5 Date |
| Co-Customer's Signature | Date | | |

Customer R eipt/Repayment Plan Re ipt (210 day loan

| | | it i lait itec ipt (2 to day toatt) |
|--|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEI Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | E: | PAYMENT MADE ON BEHALF OF OR BY: Richard Brown |
| LOAN AGREEMENT IDENTIFICATION NO 12569-0152730 |), | DATE/TIME OF RECEIPT OF PAYMENT: 03/25/2015 05:30:25 PM |
| LOAN AGREEMENT DATE: 2/23/2015 5:07:16 PM | | |
| If you have multiple loans, this payment was loan number identified above. | s applied to the | |
| AMOUNT PAID: \$450.00 | AGENT RECEIVI Rene Bernier | |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.45 | |
| INTEREST PAID: | \$449.55 | 7 |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$450.00 | |
| BALANCE DUE ON LOAN: | \$4,499.55 | |
| NEXT SCHEDULED DUE DATE: | 4/24/2015 | |
| Vehicle's Title to you. ☐ Repayment Plan Agreement. ☐ Grace Period Plan Agreement. Acknowledgments. By signing below, you a | icknowledge that the | you acknowledge that upon repayment in full, we returned the e payment information noted above is accurate. You further disportower Identification Statement is still accurate. |
| Richard Brown | Auch Signature | & Bun |

APP 009968

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

03/25/2015

Account Number: 12569-0152730

Customer Name: Richard Brown

Address:

7545 Osa Blanca Rd #2173 Las Vegas, NV 89149

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2007 Toyota FJ Cruiser JTEBU11F070062753

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 02/23/2015 ("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.

Grace Periods Payments Deferment Schedule

| Payment Number | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1 | \$449.55 | 3/25/2015 |
| 2 | \$449.55 | 4/24/2015 |
| 3 | \$449.55 | 5/24/2015 |
| 4 | \$449.55 | 6/23/2015 |
| 5 | \$44 9.55 | 7/23/2015 |
| 6 | \$449.55 | 8/22/2015 |
| 7 | \$449.55 | 9/21/2015 |
| 8 | \$642.86 | 10/21/2015 |
| 9 | \$642.86 | 11/20/2015 |
| 10 | \$642.86 | 12/20/2015 |
| 11 | \$642.86 | 1/19/2016 |
| 12 | \$642.86 | 2/18/2016 |
| 13 | \$642.86 | 3/19/2016 |
| 14 | \$642.84 | 4/18/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$7,646.85 | |

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.

APP 009970

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.

| Auhrl Bun | LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax | | | | |
|-------------------------|---|----------------------|------------|--|--|
| | 3/25/15 | Rene Berm | 03/25/2015 | | |
| Customer's Signature | Date | Its Authorized Agent | Date | | |
| Co-Borrower's Signature | | | | | |

Customer Application

| B 1/23/15 | Per | rsonal informa | tion | | | |
|---|---------------------|---------------------------|--------------------|----------------------|------------------|----------------------|
| Date 29-14 5 | | | | | | |
| Last Name BROWN | First Name 2 | ICHAR | | Middle | Name A/ | en |
| H | | | | | | |
| Best time to call? | | you prefer that we call? | | | A. O W. | |
| | 1 | | | ····· | | |
| Physical Address (Street Number & Name) 75 75 050 Blanca F. | d. | | | | Apt # | 173 |
| City Las Vegus | | State NV | Zip 8 | 9149 | County | 173 Clark |
| Mailing Address (if different from physical address) | | | | | | |
| City | | State | Zip | | | |
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| Етр | | | | | | |
| City | | | | | | |
| Wor | | | | | | |
| | | | Next Payday | Current and | Expected | Work Shift |
| Pay Frequency: (check one) 1st & 15th of month 115th & end of month | Y pionalty (| Q | | Gross Monthly A A | Gross Monthly | Troja Gran |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1 | | | , | income #15 | Obligatio | |
| □ Self-Employed | ,, | | 1-16-15 | \$6400 | ns 2400 | |
| *Alimony, child support or separate maintenan | ce income need not | be revealed if you do not | wish to have it co | nsidered as a | 1 S | ving this obligation |
| Alimony, child support, or separate maintenance Are you currently in bankruptcy? yes no | e received under: 🛛 | court order written a | greement 🗆 ora | l understandi | ng. | ynig uno oraigadon. |
| The year desirency in beautidapays: 11 year of the | | · | | | | |
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Co-Applicant Information

| Date | State Issued ID Nun | nber Date | of Birth | - 1 | Social Security | /# | | |
|---|--|---------------------------------|------------------------|---------------------|---|---------------------|--------------------|-----------|
| Last Name | First Name | | | 1 | Middle Name | | | |
| Home Phone | Cell Phone [†] | | | 1 | Email Address | (optional)†† | | \dashv |
| Best time to call? | | er do you prefe Phone 🛛 C | r that we ell Phone | | | | | |
| | | | | | | | | |
| Physical Address (street Number & Name) | | | | | Apt i | # | | |
| City | | State | Zir |) | County | | | |
| Mailing Address (If different from physical address) | ······································ | | | | <u>. •</u> | | | |
| City | | Sta | te Zir | | | | | |
| Employer * (Source of Income) | | Employer Ad | dress (Stre | et Numbe | er & Name) | | | |
| City | State | e e | | Zip | Time at | Job? | | |
| Work Phone # | Job Title | | Super | visor | · ··· - · · · · · · · · · · · · · · · · | | | \exists |
| Pay Frequency: (check one) | | | Next Pa | ayday | | nd Expected | Work Shift | |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biwee | kly (every 2 weeks) | | 1 | | Gross Monthly | Gross Monthly | | 1 |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | | } | | | Income | Obligations | | |
| □ Self-Employed | | | | | \$ | \$ | | |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | need not be revealed under. a court order | if you do not wi written agn | sh to hav ement | e it cons o orat | sidered as a t understandin | basis for repaying. | g this obligation. | |
| How did you hear about us? (Circle one.) | | | | | | | | |
| Friend/Referral Name of referrer? | Saw St | one | Televisio | n | Yellow P | ages | Repeat Custome | A |
| Internet Billboard | Postcard | | Other: | | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

Notice. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, www.fbc.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-Billey 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 retain, for future EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain

ROA 1998680

†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.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 https://www.adr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitration. The arbitration repairs 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 pr

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

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 including the personal references.

| expected gross monthly income and obligations. You agree that you have read and understood all the above statement | ILIGHT SHO EXPERIENCED GLOSS MOLITINA MOCING CITE AS 12 |
|--|---|
| Richal B rom | 2/23/15 |
| Applicant Signature | Date |
| Co-Applicant Signature | Date |

Affidavit

| COUNTY OF Clark | |
|--|---|
| Title Loan Agreement No.: 12569-0152730 Date: 2-23-2015 | · |
| Customer Name: Richard Brown Address: 7545 Oso Blanca Rd Unit 2173 | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: |
| Las Vegas, NV 89149 | 8414 Farm Road Suite 130 |
| Co-Borrower Name: Address: | Las Vegas, NV 89131 |
| | |
| Vehicle Information: VIN: JTEBU11F070062753 License Plate State and No: GUCCI Color: Silver Year: 200 | |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "ye "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. of registered, licensed, and operating in accordance with Nevada law a 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775 vehicle identified above. The word "Title" means a certificate of title identifies the legal owner of a vehicle or any similar document issued | or ownership issued pursuant to the laws of the State of Nevada tha |
| Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair your application information regarding current and expected income, | market value. Pursuant to N.R.S. 604A.450-2, we have reviewed obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required to give us an affidaverue and correct information concerning the customer's income, oblig customer has the ability to repay the title loan. | rit which states: (a) The customer has provided the licensee with gations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Richard Brown , being first duly sworn, state | s as follows: |
| You have provided us with true and correct information of the vehicle; and | concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SAY | |
| Customer Signature: 1 | who Bu |
| Co-Вогтоwer Signature: | |
| | |

STATE OF NEVADA

STATE OF NEVAD

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATION FRIENDS

MODEL MAKE

VEHICLE BODY

TITLE NUMBER

JTEBU11F070062753 DATE ISSUED

2007 ODOMETER MILES

TOYT

TOYT FJ CRULSER TAW NV FUEL TYPE SALES TAX PD EMPTY WIT GROSS WIT

NV007622048

03/13/2015 VEHICLE COLOR

ODOMETER BRAND ACTUAL MILES G

4290 BRANDS

Recod Starks

OWNER(S) NAME AND ADDRESS

GOLDMAN-BROWN JILLIAN L

BROWN RICHARD A

7905 HORN BEAM CT

LAS VEGAS NV 89131-8275

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX

8414 FARM RD STE 130

LAS VEGAS NV 89131-8172

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

SIGNATURE OF AUTHORIZED AGENT

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 WAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby cardiles the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Printed Full Legal Name of Buyer

Nevada Criver's License Number or Identification Number

ODOMETER READING

Signature of Seller(s)/Agent/Dealership.

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

VP-2 (Rev. 8/10)

Printed Full Lagel No

CONTROL NO. 246552**9**(

THIS IS NOT A HELE NO.

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

ROA 008684

Contact Information

2/23/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2007 Toyota FJ Cruiser 4D Utility 4WD

MSRP: \$23,700

VIN: JTEBU11F070062753

Adj. State: National

Fin Adv: \$15,725

UVC: 2007900329

Mileage: 0

Equip Ret: \$29,440

MPG: 17/21

Mileage Cat: D

Tire Size: 265/70R17 Base HP: 239 @ 5200

Weight: 5570 Fuel Type: Gas

Cylinders: 6 Transmission: A

Taxable HP: 32.8

Wheelbase: 105.9

Drive Train: 4WD

Model Number: 4704

End of Term 0

End of Term 0 Mileage:

Months:

Price Includes: AT AC

Trade In Black Book values as of 2/23/2015

| | X-CL | Clean | Average | Rough |
|---------|------|----------|----------|----------|
| Base | N/A | \$15,980 | \$14,180 | \$11,340 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$15,980 | \$14,180 | \$11,340 |

Retail Black Book values as of 2/23/2015

| X-CL | | Clean | Average | Rough | |
|---------|-----|----------|----------|----------|--|
| Base | N/A | \$18,875 | \$16,650 | \$14,400 | |
| Options | N/A | \$0 | \$0 | \$0 | |
| Mileage | N/A | N/A | N/A | N/A | |
| Region | N/A | \$0 | \$0 | \$0 | |
| Total | N/A | \$18,875 | \$16,650 | \$14,400 | |

Residual Black Book values as of 2/23/2015

Black Book Add/Deducts

TRD Spc Ed Pkg +800 w/o Aluminum Wheels -225 w/o Auto Trans -750 w/o Power Mirror Pkg -375

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Ability to Pay Summary

| Loan Number | |
|--|---------------|
| Customer Name | Rüchard Brown |
| Is Customer a Covered Borrower | No. |
| Requested Loan Amount | \$4,480.00 |
| Title Fee | \$20 |
| MLV Amount | 59.9/5 |
| Gross Monthly Income | \$7,400.00 |
| Current and Expected Monthly Obligations | \$2,400.00 |
| Other TitleMax Loan Payment | \$530.00 |
| Rate Match/Rate for Other TitleMax Loan | 9.99% |
| Add-On to Current Loan or Multi-Car | |
| Residual Monthly Income | \$4,470.00 |

| Tiers | | Rate |
|---------|----------|--------|
| 1.00.00 | 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

Residual Monthly Income

| | £20 11017 12010111 10121 21121 | | |
|---|---|-----|------------|
| _ | Income Based - Max. Loan Amount Inc. Title Fee | \$ | 10,020 |
| | Vehicle Value - Max. Loan Amount Inc. Title Fee | \$ | 9,995 |
| | Interest Rate | | 9.99% |
| | Max Cash to Customer Amount | \$ | 9,975.00 |
| Γ | Actual Cash to Customer Amount | .\$ | 4,480.00 |
| | Title Fee Amount | \$ | 20 |
| | Total Loan Amount | \$ | 4,500 |
| | Amortized Loan Payment | | \$924.02 |
| | Total Payback Amount | | \$6,468.14 |
| | Minimum Payment to Extend | | \$449.55 |
| | Grace Period Plan # of Months (0% Interest) | | 7 |
| | Grace Period Plan Payment (0%) | | \$642.86 |
| | | | |



| | Income Worksheet | |
|---|--|--|
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| | ***Employee@SerEnly*** | E et septembre de la companya de la La companya de la co |
| | ENDIOVER ASSESSMENT | The second of th |
| ncome | Description | Amount |
| inployment Gross Monthly Salary or Wages | | \$ 6400 |
| Part-Time Gross Monthly Salary or Wages | | \$ 6400 |
| Other/Expected Income | Description | Amount |
| Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ |
| Alimony or Child Support | | \$ |
| Other Income (Babysitting, Lawn care, etc. |): | \$ |
| Total Current/Expected Income | Part 1: Please add all income amounts and enter | +\$ 7400 |
| | amount here Part 2: Please add all monthly expenses and en | er -\$ 2400 |
| Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 | amount here Total - Part 2 Total | |
| Subtract Total Expense from Total Income. The Net Required Residual Income. | t Monthly Income must be equal to or greater than the | =\$ 5000 ################################## |
| negunea nesiada mosine. | | |
| Applicant Name: Richard B | rown | |
| Tadov's dato: | | ***Springer_Use Only* |
| Today's date: 2/23 / 5 | | |

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| | | | | | | | PERIOD DEFERMENT \$3108.82 | GRACE PERIOD DEI |
| | | | | ÷. | | | 445 | NRS,604A,210 AND 445 |
| 1 | | NTS: | OTHER COMMENTS | EXCEPTIONS | VIOLATIONS/ TECHNICAL EXCEPTIONS/OTHER | VIOLATIONS | | |
| _i | ns - 90 days Are receipts filed? YES | Extensions: Title-6 add'l periods. D/D & High Int Loans - 90 days | How many times? | NO H | ded or renewed? | Has the loan been extended or renewed? | account? NO | Is the loan a collection account? |
| | nt to NRS 604A.410 (2f)? YES | er defaults, pursuan | IT plan if the custom | to a REPAYMEN | rtunity to enter int | 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)? | igreement include a disc | Does the written loan a |
| | | YES | 604A.410 (2e)? | oursuant to NRS | E-PAY the loan, I | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? | ıgreement disclose the ri | Does the written loan a |
| .1 | | YES | 604A.410 (2d)? | pursuant to NRS | SCIND the loan, I | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? | agreement disclose the ri | Does the written loan a |
| | NO | to NRS 604A.445 (2)? | | additional period | for more than six | Has the title loan been extended for more than six additional periods, pursuant | | (Applies to Title Loans Only) NRS 604.445(2) |
| | | | | ays? NO | e loan exceed 30 d | Does the original term of the title loan exceed 30 days? | . ! | (Applies to Title Loans Only) NRS 6044.445(1) |
| | Fair Market Value: \$4,600.00 | NO | curing the loan? | of the vehicle se | fair market value | Does the loan amount exceed the fair market value of the vehicle securing the loan? | | (Applies to Title Loans Only) NRS 604A.450(1) |
| | N/A | | | ed 35 days? | of the HIL not exce | Does the original term of the HIL not exceed 35 days? | (Applies High-Int Loans) NRS 604A.408(1) | (Applies Hig |
| | | monthly income? | ower's expected gross | 25% of the born | nt amount exceed | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | (Applies to High-Interest Loans Only) NRS 6044.425(1b) | (Applies to High-In |
| - | | | ? | ot exceed 35 days | f the D/D Loan no | Does the original term of the D/D Loan not exceed 35 days? | (Applies to D/D Loans) NRS 604A.408(1) | (Applies to |
| ! | N/A | | s expected gross mon | of the customer | t loan exceed 25% | Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? | red Deposit Only) 4.425(1a) | (Applies to Deferred Deposit Only) NRS 604A.425(Ia) |
| | 1 | ☐ Affid | ed? YES Paystub | r's income verifie | Was the borrower's income verified? | income? \$1,600 | What is the borrower's expected gross monthly income? | What is the borrower's |
| - | If secured by a vehicle title, is it filed and perfected? | If secured by a vehi | | LLE SL | CADILLAC SEVI | If so, what is the collateral? 2002 CADILLAC SEVILLE SL | YES If so, wha | Is the loan secured? |
| | P | Purpose of loan: N/A | Purpo | Title Loans | High-Int Loans 🔲 | ☐ High | Deferred Deposit | Loan Type: |
| | 1 206.71% YES P | 862.55/862.54 | 7 | \$1,113.45 | 7/2/2015 | \$1,420.00 | 12/4/2014 | 12569-0138894 |
| RC | APR Quoted Is the APR corr | Amount | Payments | Finance Charge | Maturity Date | Amount of Loan | Origination Date | Account Number |
| DA C | Examiner: EC/DV | Daymant | | | | C C C C C C C C C C C C C C C C C C C | CASEY TAYLOR | Borrower Name & Address: |
| 086 | Exam as of: 5/15/2015 | Exa | | 131 | VEGAS, NV-89 | Licensee Address: 8414 WEST FARM ROAD, STE. 130, LAS VEGAS, NV 89131 | 8414 WEST FARM R | Licensee Address: |
| 91 | Exam Start Date: 5/15/2015 | Ex | | | EMAX | me & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX | TITLEMAX OF NEV | Licensee Name & DBA: |
| | | | SHEET | VIEW WORK | 604A LOAN REVIEW WORKSHEET | 6(| | |

Title Loan Agreement

Number: 12569-0138894 Date: 12/4/2014 ACCOUNT NUMBER: 12569-0138894 Customer & Co-Customer Information CO-CUSTOMER LAST NAME CO-CUSTOMER FIRST NAME LAST NAME FIRST NAME Taylor Garv Taylor Casey CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. CO-CUSTOMER SSN NO CO-CUSTOMER STREET ADDRESS STREET ADDRESS 5733 Heatherwood Street 5733 Heatherwood St CO-CUSTOMER ZIP CODE CO-CUSTOMER STATE CO-CUSTOMER CITY ZIP CODE STATE City ΝV 89149 Las Vegas Las Vegas NV 89149 CO-CUSTOMER DATE OF BIRTH CO-CUSTOMER HOME PHONE LICENSEE'S HOURS OF OPERATION: Motor Vehicle & Licensee Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday Information

LICENSEE PHONE NUMBER

9610

VEHICLE MODEL

Seville

(702)560-6264

LICENSEE NAME

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

VEHICLE IDENTIFICATION NUMBER (VIN)

VEHICLE MAKE

LICENSEE STREET ADDRESS

8414 West Farm Road, Ste 130

1G6KS54Y22U192407

VEHICLE YEAR

Cadillac 2002 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 Terms. 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.

COLOR

Maroon

LICENSEE CITY

Las Vegas

LICENSE PLATE

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$1,420.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until 07/02/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

LICENSEE ZIP CODE

89131

LICENSEE STATE

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

FINANCE CHARGE

\$1,113.45

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

\$1,420.00

\$2,533.45

206.7129 %

| Your payment schedule will be: | | |
|--------------------------------|--------------------|--------------------------------------|
| Number of Payments | Amount of Payments | When Payments are Due |
| 6 | \$361.92 | 1/3/2015 and each 30 days thereafter |
| 1 | \$361.93 | 7/2/2015 |
| | | |

Security:

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

Filing Fee:

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: 2. Amount paid on your account: 3. Amount paid to public officials: | \$1,420.00 \$1,400.00 \$0.00 \$20.00 \$0.00 |
|---|---|
| Amount paid to on your behalf: | \$0.00 |

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

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.

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 entening 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.

he loan, we must offer a Repayment Plan to yo Repayment Plan Disclosure: If you default process of alternative dispute resolution, or perore we repossesses the Motor Vehicle.

fore we commence any civil action or

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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 offening 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 remedies. Our rights herein are cumulative, not exclusive.

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Governing Law and Assignment. 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 overtums 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 ansing from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

- to this Arbitration Provision: 2. You acknowledge and agree that by entent
 - (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD
 - (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, definue, 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 efits you, your respective heirs, successors and as s. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in all 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 <u>only</u> 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/aTitleMax

Custemer's Signature

Co-Customer's Signature

4/12/14

Date

Its Authorized Age

Date

| Customer Reveipt | /Repaymen | t Plan Recupt (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 01/03/2015 01:43:50 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | ! | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$242.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.74 | |
| INTEREST PAID: | \$241.26 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | · |
| TOTAL AMOUNT PAID TODAY: | \$242.00 | |
| BALANCE DUE ON LOAN: | \$1,419.26 | |
| NEXT SCHEDULED DUE DATE: | 2/2/2015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | I. By signing below, | you acknowledge that upon repayment in full, we returned the |
| □ Repayment Plan Agreement. | | |
| Grace Period Plan Agreement. | | |
| Acknowledgments. By signing below, you a represent that the information previously provided the provided that the information previously provided the provided that the information previously provided the provided that the prov | acknowledge that the vided on the Covere | ne payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Printed Name | Signature | Jacker 1 |

Customer Re ipt/Repayment Plan Rec t (210 day loan)

| o do to mon i no conp | | |
|--|----------------------------|--|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 04/23/2015 10:36:22 AM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$150.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$150.00 | · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$150.00 | |
| BALANCE DUE ON LOAN: | \$1,671.01 | |
| NEXT SCHEDULED DUE DATE: | 4/3/2015 | |
| Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you a | acknowledge that th | you acknowledge that upon repayment in full, we returned the e payment information noted above is accurate. You further described Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

| Customer Re. Jipt | /Repaymen | t Plan Reccipt (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 03/13/2015 12:51:31 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | · |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$241.13 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$241.13 | · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$241.13 | |
| BALANCE DUE ON LOAN: | <u>\$1,491.47</u> | |
| NEXT SCHEDULED DUE DATE: | 4/3/2015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | II. By signing below | , you acknowledge that upon repayment in full, we returned the |
| □ Repayment Plan Agreement. | | |
| ☐ Grace Period Plan Agreement. | | |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that the cover | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

| 0 | Popormon | t Plan Receip. (210 day loan) |
|--|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/06/2015 12:28:01 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$241.26 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$241.26 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$241.26 | |
| BALANCE DUE ON LOAN: | \$1,451.28 | |
| NEXT SCHEDULED DUE DATE: | 3/4/2015 | |
| Vehicle's Title to you. ☐ Repayment Plan Agreement. ☐ Grace Period Plan Agreement. | | , you acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that t vided on the Cover | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |

 $\mathop{APP\ }_{\mathsf{ROA\ }008700}09994$

Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: Casey Taylor Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 05/09/2015 12:32:31 PM 12569-0138894

LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM

If you have multiple loans, this payment was applied to the

loan number identified above.

AMOUNT PAID: \$92.00

AGENT RECEIVING PAYMENT:

Rene Bernier

| | DAVISENT | ITEMIZATION |
|--------|----------|-------------|
| TODAYS | PAIMEN | |
| , ••• | | |

PRINCIPAL PAID:

\$0.00

INTEREST PAID:

CHARGES PAID:

FEES PAID:

TOTAL AMOUNT PAID TODAY:

BALANCE DUE ON LOAN:

NEXT SCHEDULED DUE DATE:

- Account paid in full by rescission. \Box
- Account paid in full.
- Title Returned Upon Payment in Full. Vehicle's Title to vou.
- Repayment Plan Agreement.
- Grace Period Plan Agreement. \Box

Receipt not

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costomor's signatures

for towns for

Thank you,

ayment in full, we returned the

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.

Signature **Printed Name**

APP 009995

TitleMax of Nevada, Inc. d/b/a **TitleMax** 8414 Farm Rd Suite 130 Las Vegas, NV 89131

(702)560-6264

Gary Taylor

Casey Taylor 9610 S. Eastern Ave Suite 107 #144 04/15/2015

9610 S. Eastern Ave Suite 107 #144

ertificate Of Mailing

Las Vegas, NV 89123

4FARMRD SUITE 130

SVEGASNV 8913

Las Vegas, NV 89123 Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

On 12/04/2014you entered a Title Loar d/b/aTitleMax and, if applicable, on 01 Agreement with TitleMax of Nevada, It on your payment obligations under the Payments Deferment Agreement. Bef repossessing the Vehicle, we are offer THE TITLE LOAN AGREEMENT TO E

You have the opportunity to enter in the Date of Default.

To enter into a Repayment Plan you m location in which you signed the Loan Deferment Agreement; (2) read and sig payment of \$365.90 is \$1,829.30

PS Form 3817, April 2007 PSN 7530-02-000-9065 The total of You made the renowing payment(s) on the loan:

UNITED STATES

Amount \$ 242.00 Date:01/03/2015 Amount \$241.26 Date: 02/06/2015 Amount \$241.13 Date: 03/13/2015

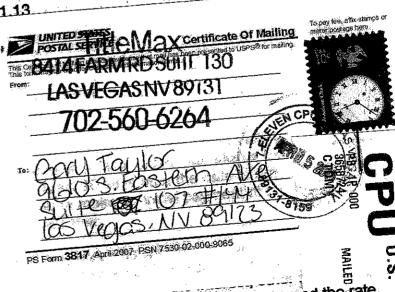
Amoul Date: Amoul Date: Amoul Date:

The total amount due if you enter into a l \$<u>365.90</u>

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

If you enter into a Repayment Plan, we w as an incident to or as a condition of ente

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,



009996 ROA 008702 collection fees, transaction fees, negotiation fees, handling fees, pressing 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. |
|--|----------|
| Liegoc Ioram | |
| Sincerely, | |
| A Salveda Inc d/b/a | |
| General Manager, TitleMax of Nevada, Inc. d/b/a | |
| | |

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

(1) The amount of the debt is \$1,829.30 ; (2) TitleMax of Nevada, lnc. d/b/aTitleMax 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 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 debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a debt, or any portion thereof, is disputed, we will obtain verification or judgment will be mailed to the you by us; 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.

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 12569-0138894

Customer Name: Casey Taylor Address:

5733 Heatherwood St Las Vegas, NV 89149

Co-Borrower Name: Gary Taylor Address: 5733 Heatherwood Street Las Vegas, NV 89149 Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2002 Cadillac Seville 1G6KS54Y22U192407

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 12/04/2014 ("Loan Agreement.")
Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065. Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

Grace Period Payments Deferment. In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you 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 | \$241.26 | 1/3/2015 |
| 2 | \$241.26 | 2/2/2015 |
| 3 | \$241.26 | 3/4/2015 |
| 4 | \$241.26 | 4/3/2015 |
| 5 | \$241.26 | 5/3/2015 |
| 6 | \$241.26 | 6/2/2015 |
| 7 | \$241.26 | 7/2/2015 |
| 8 | \$202.86 | 8/1/2015 |
| 9 | \$202.86 | 8/31/2015 |
| 10 | \$202.86 | 9/30/2015 |
| 11 | \$202.86 | 10/30/2015 |
| 12 | \$202.86 | 11/29/2015 |
| 13 | \$202.86 | 12/29/2015 |
| 14 | \$202.84 | 1/28/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | | |

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 entening 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 Accruai. 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.

APP 010000

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

ts Authorized Age

Co-Borrower's Signature

Date

Customer Application

Personal Information Email Address (optional)†† Which number do you prefer that we call? Cell Phone Home Phone 89149 State V Vegas Mailing Address (if different from physical address) State City Source of Income Employer Address (Street Number & Name) Gross Gross Monthly Monthly □ 1 = & 15th of month □ 15th & end of month Biweekty (every 2 weeks) Obligatio Income ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☐ 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:

court order

written agreement

oral understanding. Are you currently in bankruptcy? u yes Credit References Zip State City 🖫 Address (Street Number & Name) **Personal References**

| | Co-Applicant Information | on | the state of the s | 210 |
|--|--|---------------------------|--|----------------------|
| | State Issued ID Number | Nituan | EUGENE_ | |
| e 04DEC 2014 | First Name GAR 9 | . Email | NTT | , |
| st Name TAY LOK | Cell Pho | | | |
| me Phone | Which number do you prefer | that we call? Il Phone | | |
| st time to call? | | | Apt# | |
| ysical Address (Street Number & Name) 5733 H | EATHERWOOD STRE | | , | ARK |
| LAS VEGAS | 1,1 | | | |
| ailing Address (if different from physical address) | | ate Zip | | |
| ity | l Employer A | ddress (Street Number & | § Name) | |
| Emplo | | | | |
| Work | | Next rayou) | Gross Gross Monthly Monthly | |
| Pay Frequency: (check one) □ 1 st & 15 th of month □ 15 th & end of month ★B | tiweekly (every 2 weeks) | II TH | Income Obligations | |
| - Wooldy D Monthly (last do) | | turish to have it cor | Jee a basis for repa) | ing this obligation. |
| ☐ 1 * & 15 * of month ☐ 15 * a choose the last day) ☐ Monthly (1 * o Self-Employed *Alimony, child support or separate maintenance in the last day) ☐ Monthly (1 * o Self-Employed) | come need not be revealed if you do no | agreement a ora | understanding. | |
| Are you currently in bankruptcy? yes Are you currently in bankruptcy? Yes Are you currently in bankruptcy? Circle one.) | Saw Store | Television | Yellow Pages | Repeat Custome |
| Friend/Referral Name of referrer? | | Other: | | |
| WESSITE Internet Billion | | TUIS CUSTON | IER APPLICATION | |

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 sex, manual status, age (provided the applicant has the capacity to enter into a unruing contract), because all or part of the applicants income centres 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 assistance program, or necessarily make the expension of the rederal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, www.ftc.gov. compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

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 uniserit in the use and acceptance of electronic records, and electronic disclosures. This consent in containing to the containing the contai 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-Billey Act, and unscrusures or morrors under state or rederal law, including mose pulsuant to the Equal Credit Opportunity Act, Indum in Lending Act, chairin-Leadin-Onley Act, and other disclosures or notices under applicable federal, state or local laws or ragulations, 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 Consent only applies to entails we sent and receive. Too consent to electronically receiving disclosures reading to utansactions, accounts, and other entails 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 internet chowser that meets the ronowing minimum requirements, microsome internet exports of or later versions or mozina rineral z.o 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 specific internet prowser must also support at least 120-bit encryption. To read some documents, you will need a FDF life reader like Addoctor or long-term 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 these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. wese requirements charge and a material risk arises that you worm receive discussives electronically, we will hopey you. Too 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, as a disk drive, to retain, download, or print the Disclosures. storage, sources a disk drive, to retain, download, or print the bisclosures. Too may withdraw roun consent at any unite. In you want to withdrawal roun consent, such withdrawal will not affect 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 source a request enrough the many email we serie, or write to the address round in this disclosure. If you will disclosures, telephone number, or any information you 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 ECODAGE AND DESCRIPTION ABOVE THE DESIGNATED ECODAGE AND DESCRIPTION ABOVE. THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONDUCTOR TO TAKE COND 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 I'U TUU IN ELECTRONIC FURM, (4) CONSENT TO DUING BUSINESS WITH US ELECTRONICALLY, AND (3) MAY REQUEST A FAFER COFT 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.

tCellular 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

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

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 leave messages on any answering machine at your phone numbers above. release of minormation. The authorize us to verify all of the minormation from third party source(s). You further authorize and consent that we may contact any person of current credit or payment history information from third party source(s). 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

Credit Inquiries and Reporting Authorization. By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and

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 other credit reporting agencies or companies. 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 provision and governs the resolution of disputes. However, if you do not enter into a costonier agreement with us, then this aroundout provision governs the resolution of disputes. You agree that YOU ARE WANNING 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.iamsadr.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 arbitrator. The arbitrator arbitrator are arbitrators are arbitrators are arbitrators are arbitrators. 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 WARRING. This type of mansaction is only menueu to address short-term, not introduced in the type of transaction. Other forms of short-term credit that financial hardships. You should evaluate the costs and benefits of all atternatives before entering into this type of transaction. Other forms of short-term credit that minancial manuships. For should evaluate the costs and behavior of the first state of the

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

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 us. 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 $010004^{\mathsf{Page}\,3\,\mathsf{of}\,4}$

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

Affidavit

STATE OF NEVADA COUNTY OF Clark

Title Loan Agreement No.: 13569-01388941
Date: 12-4-2014

Customer Name: Casey Taylor

Address: 5733 Heatherwood Street

Las Vegas, NV 89149

Co-Borrower Name: Gary Taylor Address:

5733 Heatherwood Street

Las Vegas, NV 89149

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

8414 Farm Road Suite 130

Las Vegas, NV 89131

Make: Cadillac Model: Seville

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words a provider of title loan services, a provider of title loan se venicle meaning above. The word True means a ceruncate of the or ownership issued pursuant to the laws of another jurisdiction. 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, Casey Taylor, Gary Taylor, being first duly sworn, states as follows:

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

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: _________

Co-Borrower Signature:

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

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Contact Information

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2002 Cadillac Seville SLS 4D Sedan

MSRP: \$44,399

Fin Adv: \$2,575

Equip Ret: \$47,284

Tire Size: 235/60R16 Base HP: 275 @ 5600

Taxable HP: 42.9

Model Number: 6KS69 Price Includes: AT AC EW ES VIN: 1G6KS54Y22U192407

UVC: 2002140023

MPG: 17/26

Weight: 3986 Fuel Type: Gas

Wheelbase: 112.2

End of Term 0

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Adj. State: National

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Transmission: A

Drive Train: FWD

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Trade In Black Book values as of 12/4/2014

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| F== | N/A | \$0 | \$0 | \$0 |
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| r | | \$4,600 | \$3,250 | \$2,125 |
| Base | N/A | \$0 | \$0 | \$0 |
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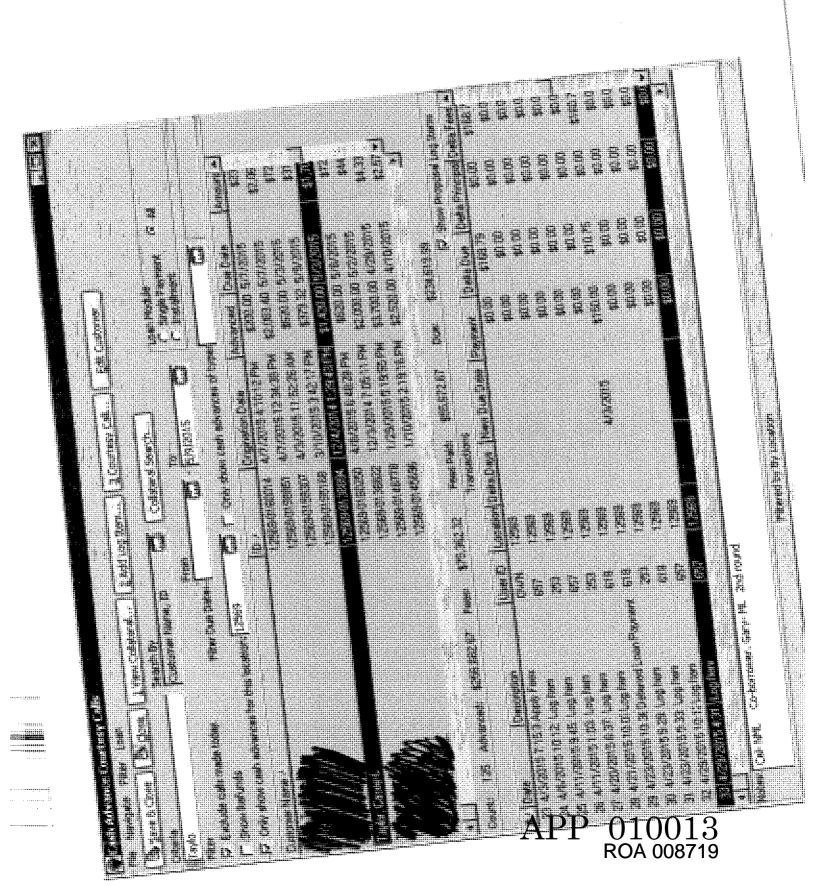
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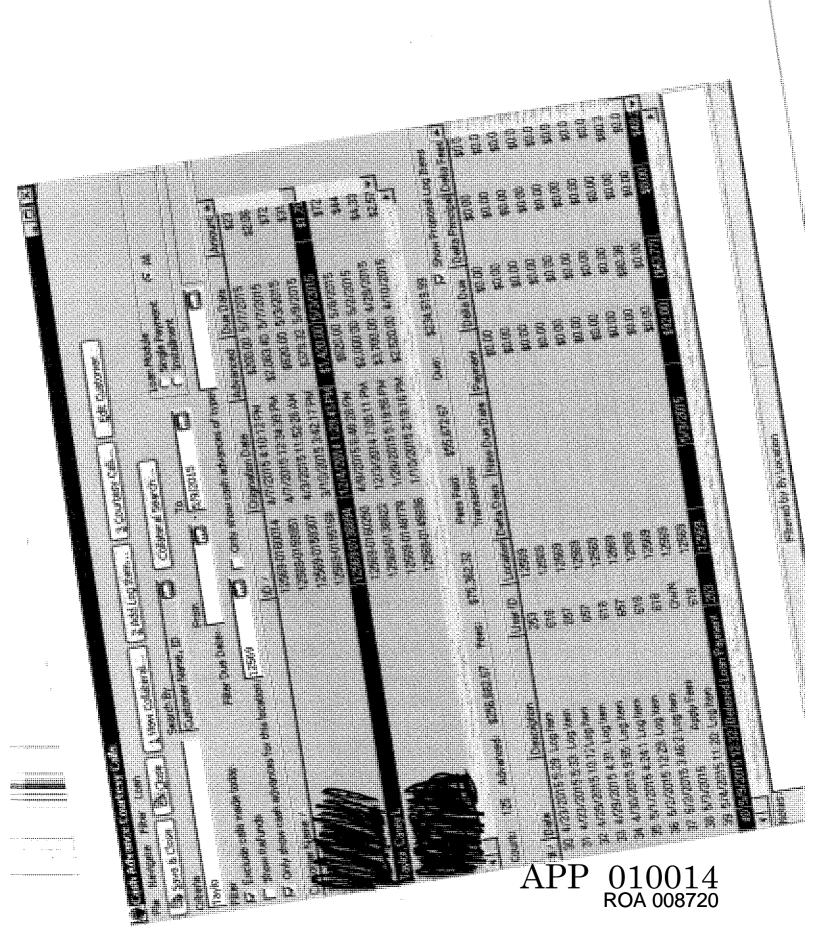
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| The second second | *** | Amount |
| | Description | \$ [60 |
| Employment Salary or Wages | | Amount |
| Gross Monthly Salary or Wages | | \$ |
| Time Gross Monthly San | Description | \$ |
| Other/Expected Income Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ 1600.00 |
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| at a Income (Babysitting, Laving) | Part 1: Please add all months Part 2: Please add all months out here | y expenses and enter -\$ 700.00 |
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| Applicant Name: 6A | RY EUGENE TAYL | /NV |
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| Ability to Pay Summary | V 19569-0138694 Casey Taylor |
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| Loan Number | \$1,400.00 |
| | 51,800.00 520 |
| and a Code ea | 51,400 |
| Requested Loan Amount | and the second s |
| Title Fee | si 600 00 |
| MLV Amount | \$700.00 |
| | ≤n.00 |
| Gross Monthly Income Current and Expected Monthly Obligations Current and Expected Monthly Obligations | |
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| Other TitleMax Loan | |
| Rate Match/Rate for Out- Add-On to Current Loan or Multi-Car | \$900.00 |
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| Residual Monthly Income | |

| | | www.morpho.aca | N BRUE STREET | 7010 | Rate | |
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| 210 INSTALLMENT LOAD | \$ | 1,420 |
| 210 INSTALLMENT Income Based - Max. Loan Amount Inc. Title Fee | \$ | 16.99% |
| Income Based - Was Loan Amount Inc. The | | 1.400.00 |
| Vehicle Value - IV. | \$ | 1,400.00 |
| Interest Rate | \$ | 20 |
| Max Cash to Customer Amount Actual Cash to Customer Amount | - \$ | 1,420 |
| Actual Cash | \$ | |
| Title Fee Amount | | |
| Total Loan Amount | | \$361.92 |
| | | s2.533.44 |
| Amortized Loan Payment | | \$241.26 |
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| Total Payback Ament to Extend Minimum Payment to Extend Japan & of Months (0% Interest) | | \$202.86 |
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| NV 210 Day Multi-St. | | |
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| | | | | | | | | | | | | 7222 | 445 | NRS.604A.210 AND 445 | NRS.602 |
| | | | | | OMMENTS: | | EXCEPTIONS/ OTHER C | L EXCEI | ECHNICA | VIOLATIONS/ TECHNICAL | VIO | | | | |
| | YES | Are receipts filed? | | Extensions: Tile-6 add'l periods; D/D & High Int Loans - 90 days | 0 EA | How many times? | How | ? NO | or renewed | Has the loan been extended or renewed? | Has the loan | NO | n account? | Is the loan a collection account? | Is the loa |
| . – | | 110 (2f)? YES | 9 NRS 604A.4 | customer defaults, pursuant to NRS 604A.410 (2f)? | tomer defa | olan if the cus | 'AYMENT p | into a REI | nity to enter | Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the | osure regardii | clude a discl | agreement in | written loan | Does the |
| , | | | | YES | | A.410 (2e)? | the loan, pursuant to NRS 604A.410 (2e)? | n, pursuan | PAY the loa | Does the written loan agreement disclose the right of the customer to PRE-PAY | tht of the cust | sclose the rig | agreement di | written loan | Does the |
| - | | | | YES | | 14.410 (24)? | t to NRS 604 | n, pursuan | IND the loa | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2a | ht of the cust | sclose the rig | agreement di | written loan | Does the |
| | | | NO | 45 (2)? | NRS 604A.445 (2)? | ursuant to NF | al periods, p | ix addition | more than s | Has the title loan been extended for more than six additional periods, pursuant to | title loan bee | Has the | (Applies to Title Loans Only) NRS 60A.445(2) | olies to Title Loa NRS 60A.445(2) | (Api |
| | | | | | | - | NO | 0 days? |)an exceed 3 | Does the original term of the title loan exceed 30 days? | e original terr | | (Applies to Title Loans Only) NRS 604A.445(1) | olies to Title Loa NRS 604A.445(1) | (App |
| | \$31,955.00 | | Fair Market Value | NO Fai | | ing the loan? | /ehicle securi | lue of the v | uir market va | Does the loan amount exceed the fair market value of the vehicle securing the lo | e loan amoun | Does the | (Applies to Title Loans Only) NRS 604A.450(1) | olies to Title Loa NRS 604A.450(L | (Apj |
| | | | N/A | | | , | lays? | xceed 35 d | he HIL not 6 | Does the original term of the HIL not exceed 35 days? | Does the orig | | (Applies High-Int Loans) NRS 604A.408(1) | (Applies Hi NRS 66 | |
| | | pira- | N/A | ed gross monthly income? | gross mont | | f the borrowe | eed 25% of | amount exc | Does the monthly payment amount exceed 25% of the borrower's expec | Does the mon | | (Applies to High-Interest Loans Only) NRS 604A.425(1b) | lies to High-l | (App |
| | | | N/A | - | | | d 35 days? | 1 not excee | he D/D Loai | Does the original term of the D/D Loan not exceed 35 days? | Does the <i>orig</i> | | (Applies to D/D Loans) NRS 604A.408(1) | (Applies to | |
| | | | N/A | ncome? | gross monthly income? | xpected gross | customer's ex | 5% of the | oan exceed 2 | Does the deferred deposit loan exceed 25% of the customer's expected | Does the defe | | (Applies to Deferred Deposit Only) NRS 604A.425(1a) | plies to Defe | (Ap |
| | | T. | ☑ Other: | ☐ Affidavit | Paystub | YES 1 | Was the borrower's income verified? | wer's inco | Vas the borro | \$6,500 V | ncome? | oss monthly i | What is the borrower's expected gross monthly income? | he borrower's | What is t |
| | A | If secured by a vehicle title, is it filed and perfected? | e title, is it fil | ured by a vehicl | ·If sec | | | 0 | FINITI QX6 | If so, what is the collateral? 2014 INFINITI QX60 | t is the collate | If so, wha | YES | Is the loan secured? | Is the loa |
| | P | - | | loan: N/A | Purpose of loan: N/A | F | Title Loans | Tit | High-Int Loans | . High-Ir | | Deferred Deposit | Deferr | pe: | Loan Type |
| | \mathbf{P} | YES | 170.21% | 361.92/361.93 | 1.0 | 7 | \$2,337.84 | | 8/27/2015 |).00 | \$3,700.00 | 1/29/2015 | 1/29, | 12569-0148778 | 12569 |
| RC | UEL | APR Quoted Is the APR correc | APR Quote | Amount | er of | Total Number Payments | Finance Charge | | Maturity Date | | Amount of Loan | Origination Date | Originat | Account Number | Accou |
| ΔAC | 10 | ΔΛ | Examiner: EC/DV | | | | | | | | | OLIVER | è :: THOMAS OLIVER | Borrower Name & Address: | Borro |
| 0087 | 01 | /2015 | Exam as of: 5/15/2015 | Exam | | | | NV 89131 | VEGAS, NV | 130, LAS | STE. | WEST FARM ROAD, | 8414 | Licensee Address: | Licen |
| 24 | 8_ | /2015 | Exam Start Date: <u>5/15/2015</u> | Ехаі | | | | | 1AX | TITLEMAX OF NEVADA INC DBA TITLEMAX | ADA INC I | X OF NEV | | Licensee Name & DBA: | Licer |
| | | | | | | HEET | 604A LOAN REVIEW WORKSHEET | REVIEW | A LOAN | 604 | | | | | |

Title Loan Agreement

1/29/2015 Date:

VEHICLE YEAR

2014

Number: 12569-0148778 12569-0148778 **Customer & Co-Customer Information** ACCOUNT NUMBER: CO-CUSTOMER LAST NAME CO-CUSTOMER FIRST NAME LAST NAME FIRST NAME Thomas Oliver CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. CO-CUSTOMER SSN CO-CUSTOMER STREET ADDRESS STREET ADDRESS 10151 Dorrell Lane #3114 CO-CUSTOMER ZIP CODE CO-CUSTOMER CITY CO-CUSTOMER STATE ZIP CODE STATE 89166 Las Vegas NV CO-CUSTOMER HOME PHONE CO-CUSTOMER DATE OF BIRTH LICENSEES HOURS OF OPERATION: MOTOR VENICIE & LICENSEE Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday Information LICENSEE PHONE NUMBER LICENSEE NAME (702)560-6264 TitleMax of Nevada, Inc. d/b/a TitleMax LICENSEE ZIP CODE LICENSEE STATE LICENSEE CITY LICENSEE STREET ADDRESS 8414 West Farm Road, Ste 130 Las Vegas LICENSE PLATE VEHICLE IDENTIFICATION NUMBER (VIN) LV MOT9 5N1AL0MN8EC528887

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.

VEHICLE MODEL

QX60

VEHICLE MAKE

Infiniti

COLOR

Black

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$3,700.00 ("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 08/27/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSUR

ANNUAL PERCENTAGE RATE

The cost of your credit as a vearly rate.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

\$3,700.00 \$6.037.84

170.2129 %

\$2,337.84

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|---------------------------------------|
| 6 | \$862.55 | 2/28/2015 and each 30 days thereafter |
| 1 | \$862.54 | 8/27/2015 |

Security:

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

Filing Fee:

\$ 0.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$3,700.00 |
|-------------------------------------|------------|
| Amount given to you directly: | \$3,700.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$ 0.00 |
| Amount paid to on your behalf: | \$0.00 |

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, Right to Rescind and Prepayment. 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.

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

Repayment Plan Disclosure: If you defate the loan, we must offer a Repayment Plan to process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

before we commence any civil action or

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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 attomey 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.

 $\underset{\text{ROA 008727}_{\text{Page 3 cf 5}}}{010021}$

- 2. You acknowledge and agree that by ent(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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 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 proc
- 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 a enefits you, your respective heirs, successors and ans. 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 <u>only</u> 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/aTitleMax

Customer's Signature

Co-Customer's Signature

Its Authorized

 $^{
m PP}_{^{4.5368}}$ $^{
m ROA}$ $^{
m 008729}$

Customer RCeipt/Repayment Plan Receipt (210 day loan

| - Customer IX Jeip | unepaymen | it Flan Receipt (2 to day loan) |
|---|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | <u>-</u> | PAYMENT MADE ON BEHALF OF OR BY: Oliver Thomas |
| LOAN AGREEMENT IDENTIFICATION NO 12569-0148778 | | DATE/TIME OF RECEIPT OF PAYMENT: 05/06/2015 06:17:02 PM |
| LOAN AGREEMENT DATE: 1/29/2015 5:19:55 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$520.00 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$520.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$520.00 | |
| BALANCE DUE ON LOAN: | \$4,333.67 | |
| NEXT SCHEDULED DUE DATE: | 4/29/2015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | . By signing below, | you acknowledge that upon repayment in full, we returned the |
| Repayment Plan Agreement. | | |
| ☐ Grace Period Plan Agreement. | | |
| | | e payment information noted above is accurate. You further d Borrower Identification Statement is still accurate. |
| ************************************** | · — | 5 |
| Printed Name | Signature | |

Customer R€∋ipt/Repayment Plan Re€ pt (210 day loan)

| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | : : | PAYMENT MADE ON BEHALF OF OR BY: Oliver Thomas |
|--|--|--|
| LOAN AGREEMENT IDENTIFICATION NO 12569-0148778 |). | DATE/TIME OF RECEIPT OF PAYMENT: 04/17/2015 12:00:00 AM |
| LOAN AGREEMENT DATE: 1/29/2015 5:19:55 PM | | |
| If you have multiple loans, this payment was loan number identified above. | s applied to the | |
| AMOUNT PAID: \$520.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$520.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$520.00 | |
| BALANCE DUE ON LOAN: | \$4,525.84 | |
| NEXT SCHEDULED DUE DATE: _ | 3/30/2015 | |
| | II. 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 represent that the information previously pro- | acknowledge that th vided on the Covere | e payment information noted above is accurate. You further debate Borrower Identification Statement is still accurate. |
| | | 9 |
| Printed Name | _ Signature | |

7029384800

APP 010025

Max of Nevada, Inc. d/b/a TitleMa 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 (702)560-6264 3/11/2015

Oliver Thomas 10151 Dorrell Lane #3114 Las Vegas, NV 89166

Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

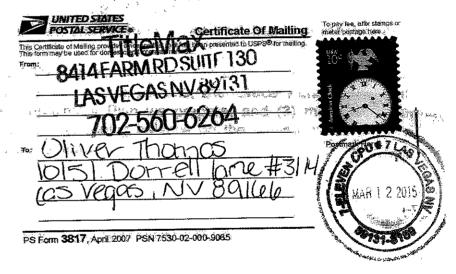
On 1/29/2015 5:19:55 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 3/1/2015 ("Date of Default") you defaulted on your 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 ReDefault.

To enter into a Repayment Plan you mus location in which you signed the Loan Deferment Agreement; (2) read and sign payment of \$881.49. The total of payme \$4,407.43. You made the following payme

Date:

Am



The total amount due if you enter into a Repayment Plan on or before 3/31/2015 will be \$881.49.

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

APP 010026

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

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

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

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

Sincerely,

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

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

(1) The amount of the debt is \$4,407.43; (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 010027 ROA,908733

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 04/17/2015

Account Number: 12569-0148778

Customer Name: Oliver Thomas

Address:

10151 Dorrell Lane #1029 Las Vegas, NV 89166

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2014 Infiniti QX60 5N1AL0MN8EC528887

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 01/29/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Penod" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Penod" 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 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.

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 | \$517.63 | 2/28/2015 |
| 2 | \$517.63 | 3/30/2015 |
| 3 | \$517.63 | 4/29/2015 |
| 4 | \$517.63 | 5/29/2015 |
| 5 | \$517.63 | 6/28/2015 |
| 6 | \$517.63 | 7/28/2015 |
| 7 | \$517.63 | 8/27/2015 |
| 8 | \$528.57 | 9/26/2015 |
| 9 | \$528.57 | 10/26/2015 |
| 10 | \$528.57 | 11/25/2015 |
| 11 | \$528.57 | 12/25/2015 |
| 12 | \$528.57 | 1/24/2016 |
| 13 | \$528.57 | 2/23/2016 |
| 14 | \$528.58 | 3/24/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$7,323.41 | |

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 0.4663% 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.

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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, Manne Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

| | | LICENSEE: TitleMax of Mevada Inc. albla TitleMax |
|-------------------------|-------------------|--|
| Customer's Signature | 9//b/13 Date (| Its Authorized Agent Date |
| Co-Borrower's Signature | Date | |

Customer Application

| 1/29/15 | Personal Info | rmation | | : : |
|--|--|---|--|---|
| Date 2 / 2 / 1/ 0 | The state of the s | ate of Birth | Social Security# | 10000 |
| Last Name | First Name | Ì | Middle Name | . |
| THOMAS | First Name OUVER Cell Phone [†] | | Email Address (option | al) ^{††} |
| | Which number do you prefer that we | e cail? | | |
| ANY | □ Home Phone | e | - | |
| , | · | | | |
| Physical Address (Street Number & Name) | Dortell W | | Apt # 102 | 9 |
| City L | State NV | Zip 89/ | 66 County CI | ark |
| Mailing Address (if different from physical a | | | | : |
| City | State | Zip | | |
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| | | Next Payday Cui | rent and Expected ss Gross | Work Shift |
| Pay Frequency: (check one) 1 1 4 & 15th of month: 1 15th & er | nd of month Biweekly (every 2 weeks) | | nthiy Monthly ome Obligatio | |
| □ Weekly □ Monthly (last day) □ | l Monthly (1 day) □ Monthly (3 day) | 101191 | ns ns | |
| ☐ Self-Employed | | 2/13/15 | \$1741 | |
| *Alimony, child support or separate | maintenance income need not be revealed if your maintenance received under: court order | ou do not wish to have it consideration agreement of oral u | dered as a basis for reparted as a basis for reparted in the second in t | paying this obligation. |
| Are you currently in bankruptcy? | yes Xno | | | |
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Co-Applicant Information

| Date | State Issued ID Number | Date of E | Birth | Social Securit | y# | | |
|---|---|-------------------------------|-----------------------|------------------------------------|---------------------------------|------------------|---|
| | First Name | | | Middle Name | | | |
| Last Name | First Name | | | | | | <u> </u> |
| Home Phone | Cell Phone† | | | Email Address | s (optional)†† | | |
| Best time to call? | Which number do | you prefer the | nat we call? Phone | | | | |
| | | | | | -44 | | |
| Physical Address (street Number & Name) | | | | Apt | # | | |
| City | | State | Zip | County | | | |
| Mailing Address (if different from physical address) | | | | | | | |
| City | | State | Zip | · | ; | | |
| Employer * (Source of Income) | E | nployer Addr | 955 (Street No | imber & Name) | : | | |
| City | State | | Ziţ | Time | at Job? | | |
| Work Phone # | Job Title | | Supervisor | | - | | |
| | | <u>_</u> | Next Payda | | and Expected | Work Shift | |
| Pay Frequency. (check one) □ 1 □ 4 □ 15 □ 6 month □ 15 □ Weekly □ Monthly (last day) □ Monthly (1 □ Self-Employed | ☐ Monthly (3rd day) | | | Gross Monthly Income | Gross Monthly Obligations | | - Calling and the Calling and |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | e need not be revealed if you dunder: a court order a | u do not wis written agree | nto have it ment 🗆 | considered as a oral understand | basis for repaying. | ng this obligati | on. |
| How did you hear about us? (Circle one.) | | | | | Í | | |
| Friend/Referral Name of referrer? | Saw Store | 7 | elevision | Yellow | Pages | Repeat Cus | tomer |
| Internet Billboard | Postcard | | Other: | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

Notice. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, www.itc.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.jarnsadr.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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| NO WAGE | |
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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 course of income and current and

TM-NV-Customer Application-V.2.0-10.09.2013

| expected gross monthly income and obligations. You agree that you have | ve told us about any changes you expect within the next 14 |
|--|--|
| months relating to (i) your employment or source of income, and (ii) curre | |
| agree that you have read and understood all the above statements, | including the Arbitration Provision. |
| A | 1-29/15 |
| Applicant Signature | Daté / |
| | |
| Co-Applicant Signature | Date |

| Affic | lavit |
|---|--|
| STATE OF NEVADA COUNTY OF Clark | |
| Title Loan Agreement No.: Date: 1-29-2015 | · |
| Customer Name: Oliver Thomas Address: 10151 Dorrell Lane Unit 3114 Las Vegas, NV 89166 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: 8414 Farm Road Suite 130 Las Vegas, NV 89131 |
| Vehicle Information: VIN: 5N1ALOMN8EC528887 License Plate State and No: LVMOT9 Color: BLack Year: 20 | 14 Make: Infinity Model: QX60 |
| identifies the legal owner of a venicle of any summer to the | you" and "your" mean the customer who has signed it. The words d/b/a Titlemax a provider of title loan services, and regulated by the Nevada Financial Institutions Division, 406 E. 75) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the le or ownership issued pursuant to the laws of the State of Nevada that depursuant to the laws of another jurisdiction. |
| Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair your application information regarding current and expected income | ir market value. Pursuant to N.R.S. 604A.450-2, we have reviewed e, obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required to give us an affid true and correct information concerning the customer's income, ob customer has the ability to repay the title loan. | avit which states: (a) The customer has provided the licensee with ligations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Oliver Thomas , being first duly sworn, sta | ates as follows: |
| You have provided us with true and correct information the vehicle; and | a concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA Customer Signature: | YETH NOT. |
| Co-Borrower Signature: | |



| | CERTIFICAT | JE OF THE | | |
|--|---------------------|--|---|--|
| VIN 5N1AL0MN8EC528887 DATE ISSUED ODOMETER M 10/08/2014 VEHICLE COLOR ODOMETER BI ACTUAL M | 9 G RAND | MODEL QX60 E SALES TAX PD. | VEHICLE BODY F4W EMPTY WT. GROS 4280 5 BRANDS | TITLE NUMBER NV007288528 SS WT GVWA 999 |
| OWNER(S) NAME AND ADDRESS THOMAS OLIVER 10229 BRISTOL PEAK AVE LAS VEGAS NV 89166-5205 | | | | |
| LIENHOLDER NAME AND ADDRE TITLEMAX OF NEVADA INC DI 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172 | BA TITLEMAX | | | |
| SIGNATURE OF AUTHORIZED AC | ENT DATE | DESCRIBED ON T | HS TITLE IS HERE | BY RELEASED: |
| FEDERAL AND STATE LAW REQUIRES THE COMPLETE OR PROVIDING A FALSE STATE The undersigned bereby conflict, the vehicle desc Printed Full Legal Name of Buyer | MENT MAY RESIDENCE. | erred to the following buyer(Nevada Driver's Licer | sj ise Nimber og blentificati | ion Number ☐ AND ☐ OR |
| Printed Full Legal Name of Buyer Address I certify to the best of my knowledge the odd | | | | Zip Code tatements is checked. |

Signature of Seller(s)/Agent/Dealership

am aware of the above odometer certification made by the seller/agent. [] Dealer's License Number

Signature of Buyer

ODOMETER READING

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

VP-2 (Rev. 8/10)

Printed Full Legal Name of Buyer CONTROL NO. 2185729C (THIS IS NOT A FIFE NO.)

Printed Name of Seller(s)/Agent/Dealership

ALTERATION OR ERASURE VOIDS THIS TITLE

| | FAILURE TO COMPS | EQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRESONMENT. Thereby certifies the vehicle described in this title has been transferred to the following buyer(s): |
|------------------------------------|---|--|
| | | □ AND |
| E | Printed Full Legal Name of Buyer | Nevada Driver's License Number or Identification Number OR |
| | Printed Full Legal Name of Buyer | Nevada Driver's License Number or identification Number |
| KE Y | | |
| <u>8</u> 8 | Address | City State Zip Code |
| REASSIGNMENT EALER ONLY | I certify to the best of my knowledge the of | ometer reading is the actual mileage of the vehicle unless one of the following statements is checked. NO The mileage stated is in excess of its mechanical limbs. |
| IT REAS | | TENTHS The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY Exempt - Model year over 9 years old. |
| FIRST | ODOMETER READING | Exempt - Model year over 9 years old. |
| II. | Signature of Seller(s)/Agent/Dealership | Printed Name of Seller(s)/Agent/Dealership |
| | I am aware of the above odometer certifica | |
| İ | Signature of Buyer | Printed Full Legal Name of Suyer |
| • | FAILURE TO COMPE | SEQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT, MAY RESULT IN PINES AND/OR IMPRISONMENT. Beerly cartilles the vehicle described in this title has been transferred to the following buyer(s) |
| • | | |
| | | Nevada Driver's License Nursber or Messification Number 1 OR |
| | Printed Full Legal Name of Buyer. | |
| EN | Printed Full Legal Name of Buyer | Nevada Daver's a cepse Number of Identification Number |
| ₹ > | Address | City State Zip Code |
| S S | · · | Someter reading is the actual mileage of the vehicle unless one of the following statements is checked. |
| SECOND REASSIGNMENT DEALER ONLY | | NO The mileage stated is in excess of its mechanical limits. TENTHS The adometer reacting is not the actual mileage. WASHANG: ODOMETER DISCREPANCY |
| S H | . ODOMETER READING | Exempt - Model year over S years old. |
| 9 | <i>₹.</i> | |
| ٥, | Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certific | Printed Name of Seller(s)(Agent/Dealership Dealer's License Nomber Date of Sele |
| | | |
| | Signature of Buyer | Printed Full Legal Name of Buyer |
| | FAILURE TO COMP | EQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR REPRISONMENT. Pereby certifies the vehicle described in this title has been transferred to the following buyor's: |
| | The undersigned | Electry Centres: 819, editor records of the rest for the records of the control of the |
| | Printed Full Legal Name of Buyer | Nevada Driver's Licease Number or Identification Number OR |
| | | * 1 (1) (1) (1) (2) (2) (3) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4 |
| Ż. | Printed Full Legal Name of Suyer | Nevada Dryer's License Nightier of Identification Number. |
| N A | Address | Chy Si≥te Ze Code |
| မ်္တ ဇ | | Accretion reading is the actual mileage of the vehicle unless one of the following statishionis is checken. |
| THIRD REASIGN DEALER ONL | - | NO The missage stated is in excess of its mediantical finite. TENTHS The odometer reading is not the actual effects. With the content of the |
| DE. | ODOMETER READING | Decimal - Maddes year-chair 9 Mades dat. |
| Ē | | |
| ` ' | Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certific | Printed Name of Selects)/Agend/Dealerstrip |
| | Street of the street of | |
| | Signature of Buyer | Printed Full Legal Name of Buyer |
| | | LIENHOLDER TO BE RECORDED |
| 2 | • | |
| LIEN | Printed Full Legal Name of Lienholder | (if no lienholder write "NONE") |
| | Address Street | City State Zip Code |

ALTERATION OR ERASURE VOIDS THIS TITLE

Contact Information

1/30/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2014 Infiniti QX60 Base 4D Utility

MSRP: \$42,000

Fin Adv: \$34,275

Equip Ret: \$43,635

Tire Size: 235/65R18

Base HP: 265 @ 6400

Taxable HP: 33.8

Model Number: 84114

Price Includes: AT AC

VIN: 5N1AL0MN8EC528887

UVC: 2014400124

MPG: 20/26

Weight: 4280

Fuel Type: Gas

Wheelbase: 114.2

End of Term 0

Months:

Adj. State: National

Mileage: 0

Mileage Cat: E

Cylinders: 6

Transmission: A

Drive Train: FWD

End of Term Mileage: 0

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

| e, wycopyja i katerowający i i wierki | X-CL | Clean | Average | Rough |
|---------------------------------------|------|----------|----------|----------|
| Base | N/A | \$33,860 | \$31,955 | \$27,610 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$33,860 | \$31,955 | \$27,610 |

Retail Black Book values as of 1/30/2015

| ik diki ing ing kalandan kanangga kanangga kanang kanang kanang kanang kanang kanang kanang kanang kanang kana | X-CL | Clean | Average | Rough |
|--|----------|----------|----------|----------|
| Base | \$39,600 | \$37,550 | \$35,225 | \$32,925 |
| Options | \$0 | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | \$0 | \$0 | \$0 | \$0 |
| Total | \$39,600 | \$37,550 | \$35,225 | \$32,925 |

Residual Black Book values as of 1/30/2015

| Black | Book | Add/ | Dedi | icts |
|-------|--------|------|------|------|
| HIACK | DOUBLE | AUU | DCHI | 30.3 |

Entertainment System +900 Premium Plus +2000 Technology Package +2250

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Case No. 74335

Electronically Filed Apr 19 2018 10:45 a.m. Elizabeth A. Brown Clerk of Supreme Court

Respondent(s),

v.

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

Appellant(s).

District Court No. A-16-743134-J

APPELLANT'S APPENDIX

VOLUME 43 of 75

ADAM PAUL LAXALT
Attorney General
WILLIAM J. MCKEAN (Bar No. 06740)

Chief Deputy Attorney General DAVID J. POPE (Bar No.08617) Senior Deputy Attorney General VIVIENNE RAKOWSKY (Bar No. 09160)

Deputy Attorney General State of Nevada Office of the Attorney General 555 East Washington Avenue Suite 3900 Las Vegas, Nevada 89101 (702) 486-3426 (phone) (702) 486-3416 (fax)
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wmckean@ag.nv.gov
dpope@ag.nv.gov
vrakowsky@ag.nv.gov
Attorneys for Respondent

| DOCUMENT | VOL. | BATES NO. |
|---|-------|-----------------|
| 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 |

| DOCUMENT | VOL. | BATES NO. |
|--|--------|-----------------|
| 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 |

| DOCUMENT | VOL. | BATES NO. |
|--|--------|-----------------|
| 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 |

| DOCUMENT | VOL. | BATES NO. |
|--|--------|-----------------|
| 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 |

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

Repayment Plan Disclosure: If you defau! the loan, we must offer a Repayment Plan to y efore 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 (i) all claims arising from or relating directly or indirectly to the disclosure the disclosure the side of the provision).

- 2. You acknowledge and agree that by entrements into this Arbitration Provision:
 - (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPOTÉ 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 cont
- 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 transaction transaction law of the State of Nevada.

 ROA 008571

- 8. This Arbitration Provision is binding upon are enefits you, your respective heirs, successors and gins. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and hated third parties. The Arbitration Provision continues 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 <u>only</u> 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/aTitleMax | 11/17/14 | Au Es | //-17-14 |
|--|----------|----------------------|----------|
| Customer's Signature | Date | its Authorized Agent | Date |
| Co-Customer's Signature | Date | u* | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Alberto Ruiz 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0135845 04/25/2015 10:33:37 AM LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID AGENT RECEIVING PAYMENT: \$360.00 Jessica Flores TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$0.00 INTEREST PAID: \$360.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$360.00 BALANCE DUE ON LOAN: \$4,066,45 **NEXT SCHEDULED DUE DATE:** 4/16/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you a Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the p represent that the information previously provided on the Covered further

Signature

APP 009867

Printed Name

Customer Recipt/Repayment Plan Recipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:
Tm Las Vegas Nv #24
8414 West Farm Road, Ste 130
Las Vegas, NV 89131

LOAN AGREEMENT IDENTIFICATION NO.
12569-0135845

DATE/TIME OF RECEIPT OF PAYMENT:
02/20/2015 11:32:17 AM

LOAN AGREEMENT DATE:
11/17/2014 6:06:02 PM

AMOUNT PAID:
\$360.00

AGENT RECEIVING PAYMENT:
Jake Vose

| TODAY'S PAYMENT ITEMIZATION | | | | | | |
|-----------------------------|------------|--|--|--|--|--|
| PRINCIPAL PAID: | \$0.00 | | | | | |
| INTEREST PAID: | \$360.00 | | | | | |
| CHARGES PAID: | \$0.00 | | | | | |
| FEES PAID: | \$0.00 | | | | | |
| TOTAL AMOUNT PAID TODAY: | \$360.00 | | | | | |
| BALANCE DUE ON LOAN: | \$3,659.22 | | | | | |
| NEXT SCHEDULED DUE DATE: | 3/17/2015 | | | | | |

| Li | 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.

If you have multiple loans, this payment was applied to the

loan number identified above.

☐ 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.

HISEMO MAY

Signature

Customer Rec()t/Repayment Plan Rece() (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Alberto Ruiz 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0135845 01/19/2015 06:44:27 PM LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$360,00 Rene Bernier **TODAY'S PAYMENT ITEMIZATION** PRINCIPAL PAID: \$0.00 INTEREST PAID: \$360.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$360.00 BALANCE DUE ON LOAN: \$3,635.60 NEXT SCHEDULED DUE DATE: 2/15/2015 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.

APP 009869

BERGO ROIZ

Customer Recipt/Repayment Plan Recipt (210 day loan)

| | | it i lan rect st (210 day loan) |
|--|-----------------------|--|
| NAME AND ADDRESS OF THE LICENSE | E: | PAYMENT MADE ON BEHALF OF OR BY: |
| Tm Las Vegas Nv #24 | | Alberto Ruiz |
| 8414 West Farm Road, Ste 130 | | |
| Las Vegas, NV 89131 | | |
| LOAN AGREEMENT IDENTIFICATION NO |) | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0135845 | | 12/18/2014 05:59:16 PM |
| | | 12/10/2014 03:39.10 FW |
| LOAN AGREEMENT DATE: 11/17/2014 6:06:02 PM | | |
| If you have multiple loans, this payment wa | s annlied to the | |
| loan number identified above. | s applied to the | |
| AMOUNT PAID: | AGENT RECEIVI | NG PAYMENT: |
| \$359.64 | Jessica Flores | NOT ATRICIT. |
| | | |
| TODAY'S PAYMENT ITEMIZATION | V | |
| | • | |
| PRINCIPAL PAID: | \$0.00 | |
| | | |
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| CHARGEORAIR | | |
| CHARGES PAID: | \$0.00 | |
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| T CLOT AID. | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$359.64 | |
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| BALANCE DUE ON LOAN: | \$3,611.99 | |
| | | |
| NEXT SCHEDULED DUE DATE: | 1/16/2015 | |
| The state of the s | | |
| ☐ Account paid in full by rescission. | | |
| Account paid in full. | | |
| □ Title Returned Upon Payment in Ful | II. 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 a | acknowledge that the | payment information noted above is accurate. You further |
| represent that the information previously prov | ided on the Covered | Borrower Identification Statement is still accurate. |
| | | |
| 1 | | |
| ABENTOPLIA | | |
| Printed Name | Signature | |
| | | |

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 7-12-14 Account Number: 12569-0135845

Customer Name: Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax
Alberto Ruiz Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Address:

Address:

Co-Borrower Name:

8730 James Ave Las Vegas, NV 89143 Vehicle Information:2006 Honda Civic LX 1HGFA16506L0038482

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 11/17/2014 ("Loan Agreement.")
Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offening 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 | \$359.64 | 12/17/2014 |
| 2 | \$359.64 | 1/16/2015 |
| 3 | \$359.64 | 2/15/2015 |
| 4 | \$359.64 | 3/17/2015 |
| 5 | \$359.64 | 4/16/2015 |
| 6 | \$359.64 | 5/16/2015 |
| 7 | \$359.64 | 6/15/2015 |
| 8 | \$514.29 | 7/15/2015 |
| 9 | \$514.29 | 8/14/2015 |
| 10 | \$514.29 | 9/13/2015 |
| 11 | \$514.29 | 10/13/2015 |
| 12 | \$514.29 | 11/12/2015 |
| 13 | \$514.29 | 12/12/2015 |
| 14 | \$514.26 | 1/11/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$6,117. 4 8 | |

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 entening into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law, (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

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

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

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

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

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

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

| | | LICENSEE: TitleMax of Nevada, I | nc. d/b/a TitleMax |
|-------------------------|----------|---------------------------------|--------------------|
| Att | 12/18/14 | Jeh Far | 12. |
| Customer's Signature | Date | As Authorized Agent | Dai |
| Co-Borrower's Signature | Date | | |

Customer Application

Personal Information

| Date Sta | | |
|--|--|---|
| Last Name | First Name | Middle Name |
| (RU/2 | First Name AUS SYUTO | |
| (0.0) | , , , | |
| Best | Which number do you prefer that we call? Shome Phone Cell Phone | |
| | | |
| Physical Address (Street Number & Name) | _ | Apt# |
| 8730 SAMET KAUL | State 1// | Zip. County O |
| City Las Venns | State NU | Zip 89143 County Clank |
| Mailing Address (If different from physical address) | • | |
| City | State | Zip |
| | | |
| | Source of Incom | <u> </u> |
| Employer * (Source of Income) | Employer Address (Street Number & S/130) | Variet) |
| SEUT- EMPLOYED | SN30 SAMES | EAUL AVE |
| City LAS VEHAS | State NU Zip 85/ | (43 Time at Job? 14418 |
| Wo | Title // MD / M - Sup | ervisor |
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| Pay Frequency: (check one) | - 5: U. (- 0 | Gross Gross Monthly Monthly |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Weekly ☐ Monthly (last day) ☐ Monthly (| | Income Obligatio |
| Self-Employed | (au), 2oo., (a -c), | s 2800 Ins 420 F |
| | | \$ //U |
| *Alimony, child support or separate maintenar Alimony, child support, or separate maintenang | ce received under: court order written ag | vish to have it considered as a basis for repaying this obligation. reement oral understanding. |
| Are you currently in bankruptcy? yes yes | | |
| | Credit Reference | !S |
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APP 009875 ROA 008581

| | Co-Applicant In | tormatio | n 🐔 🐔 | | | | |
|--|--|-----------------------------------|------------------------------|-------------------|--|--------------------|---------------------------------------|
| Date | State Issued ID Number | Date of B | irth S | Social Security | # | | |
| Last Name | First Name | | | Middle Name | | | · · · · · · · · · · · · · · · · · · · |
| Home Phone | Cell Phone [†] | | | Email Address | (optional)†† | | |
| Best time to call? | Which number do | | | | | | |
| | | | | | ······································ | | |
| Physical Address (street Number & Name) | | | | Apt# | | · ···· | |
| City | | State | Zip | County | | | |
| Mailing Address (If different from physical address) | | | | | | | |
| City | | State | ZiQ. | | | | |
| Employer * (Source of Income) | En | nployer Addres | SS (Street Numb | er & Name) | | | |
| City | State | | Zip | Time at | Job? | | |
| Work Phone # | Job Title | Ś | Supervisor | | \ | | |
| Pay Frequency: (check one) | | N | iext Payday | Current an | d Expected Gross | Work Sh | ift |
| □ 1st & 15th of month □ 15th & end of month □ E | Silvooray (oron) 2 mooney | 44 2 | • | Monthly Income | Monthly Obligations | 1 | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st c ☐ Self-Employed | day) □ Monthly (3 rd day) | | , | \$ | \$ | | |
| *Alimony, child support or separate maintenance inc Alimony, child support, or separate maintenance rec Are you currently in bankruptcy? yes no | come need not be revealed if you eived under: a court order a w | u do not wish i vritten agreem | to have it con ent 🗆 oral | isidered as a b | asis for repayir | i ng this oblit | gation. |
| How did you hear about us? (Circle one.) | I describe | | T | | | | |
| Friend/Referral Name of referrer? | Saw Store | Tel | evision | Yellow Pa | ages | Repeat 0 | Sustomer |
| Internet Billboa | rd Postcard | , Ot | her: | | <u> </u> | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

##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 OF MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY PEULES! A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of six into place of the control of the copy of the reference.

tCellular 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.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and 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 009877

By signing below and submitting this Customer Application, you are verifying that all of the information in the Author 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 months relating to (i) your employment or source of income agree that you have read and understood all the above | e that you have told us about any changes you expect within the next 14, and (ii) current and expected gross monthly income and obligations. You statements, including the Arbitration Provision. |
|---|---|
| Applicant Signature | |
| Co-Applicant Signature | Date |

i de la companya de l

Affidavit

| ***** | |
|---|--|
| STATE OF NEVADA COUNTY OF Clark | · |
| Title Loan Agreement No.: 12569 -0135845 Date: 11-14-2014 | |
| Customer Name: Alberto Ruiz Address: 8730 James Raul Ave | Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax Address: |
| Las Vegas, NV 89143 | 8414 Farm Road Suite 130 |
| Co-Borrower Name: Address: | Las Vegas, NV 89131 |
| Address. | |
| | |
| Vehicle Information: VIN: 1HGFA16506L038482 License Plate State and No: LVSX10 Color: Black Year: 20 | 006 Make: Honda Model: LX |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Incregistered, licensed, and operating in accordance with Nevada law 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (7 vehicle identified above. The word "Title" means a certificate of title identifies the legal owner of a vehicle or any similar document issue Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fayour application information regarding current and expected income Pursuant to N.R.S. 604A.450-3, you are required to give us an afficiency and correct information concerning the customer's income, obcustomer has the ability to repay the title loan. | ir market value. Pursuant to N.R.S. 604A.450-2, we have reviewed e, obligations and employment. A states: (a) The customer has provided the licensee with |
| The undersigned, Alberto Ruiz , being first duly sworn, st | ates as follows: |
| | n concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA | YETH NOT. |
| Customer Signature: | 7/ |
| Co-Borrower Signature: | |
| | |

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

MAKE

MODEL

VEHICLE BODY

TITLE NUMBER

DATE ISSUED

1HGFA16506L038482 2006 ODOMETER MILES

HOND FUEL TYPE CIVIC LX SALES TAX PD

P4D **EMPTY WT**

NV007374009 GROSS WT **GVWR**

11/17/2014

146801 ODOMETER BRAND

BRANDS

VEHICLE COLOR

ACTUAL MILES

Received 12-5

OWNER(S) NAME AND ADDRESS

RUIZ ALBERTO 8730 JAMES RAUL AVE LAS VEGAS NV 89143-2319

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172

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

| SIGNATURE | OF AUTHO | RIZED | AGENT |
|-----------|----------|-------|------------------|
| | | | A CALMANDA B CO. |

DATE

PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSPORT OF LINEARING 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

Printed Full Legal Name of Buye

Signature of Seller(s)/Agent/Dealership

rada Driver's License Number or Identification Number

al militage. WATHING: ODOMETER DISCREPANCY.

ODOMETER READING

Printed Name of Seller(s)/Agent/Dealership

am aware of the above odometer certification made by the selleragent.

Dealer's License Number

ICCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR PRINCIES, THE PERSON NAMED HEREON IS THE OWNER OF THE PRINCIE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

VP-2 (Rev. 8/10)

Printed Full Legal Name of Boyer

CONTROL NO.

25232856

THIS IS NOT A TITLE NO.

| | ENLIDE TO COMP | REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. Hereby certifies the vehicle described in this title has been transferred to the tollowing buyer(s): |
|--|---|--|
| ALER ONLY | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number of Identification Number OR Nevada Driver's License Number or Identification Number City State Zip Code |
| - DEALER ONLY | ODOMETER READING | printed Name of Seller/agent/Dealership Printed Name of Seller/agent/Dealership Dealer's License Number Dealer's License Number |
| | Section 10 COMP | Printed Full Legal Name of Boyer RECURRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. RECURRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. RETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. Registry certifies the vehicle described in this title has been transferred to the following buyer(s): |
| ILY Section | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number or Identification Number Nevada Oriver's License Number or Identification Number Nevada Oriver's License Number or Identification Number |
| DEALER ON | ODOMETER READING | Bometer reading is the actual mileage of the vehicle unless one of the following statements is checked. NO |
| | The transfer of contra | Printed Full Legal Name of Boyer Printed Full Legal Name of Boyer Printed Full Legal Name of Boyer PROVIDES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP OF PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR AMPRISONMENT: Printed Full Legal Name of Boyer PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR AMPRISONMENT: Printed Full Legal Name of Boyer |
| | Printed Full Legal Name of Buyer Printed Full Legal Name of Buyer Address | Nevada Driver's License Number or Identification Number OR Nevada Driver's License Number or Identification Number OR Viewada Driver's License Number or Identification Number OR OR OR OR OR OR OR OR OR O |
| DEALER ONL | I certify to the best of my knowledge the OPOMETER READING. | Odorneter reading is the actual mileage of the vehicle unless one of the following statements is checked: The mileage stated is in excess of its tredflattion families. TENTHS: The mileage stated is in excess of its tredflattion families. The odorneter reading is not the actual mileages. WARMING-ODOMETER DISCREPANCY Exempt - Model year over 9 years old. Printed Name of Seller(s)/Agent/Dealership Date of Sale |
| LIEN | am aware of the above adortieter certil Signature of Buyer | Printed Foll Legal Name of Buyer LIENHOLDER TO BE RECORDED' FEIN |
| 马 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | Printed Full Legal Name of Lienholds Address Street | (if no lienhölder write "NONE") City State Zip Code FERATION OR ERASURE VOIDS THIS TITLE |

009881 ROA 008587

Contact Information

11/13/2014

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2006 Honda Civic LX 4D Sedan

MSRP: \$17,510

Fin Adv: \$6,125

Equip Ret: \$18,733

Tire Size: 205/55R16

Base HP: 140 @ 6300

Taxable HP: 16.1

Price Includes: AT AC

Model Number: FA1656EW

VIN: 1HGFA1656

UVC: 2006360047

MPG: 30/40

Weight: 2751

Fuel Type: Gas

Wheelbase: 106.3

End of Term 0 Months: 0

Adj. State: National

Mileage: 0

Mileage Cat: B

Cylinders: 4

Transmission: A

Drive Train: FWD

End of Term Mileage: 0

Trade In Black Book values as of 11/13/2014

| | X-CL | Clean | Average | Rough |
|---------|------|---------|----------|---------|
| Base | N/A | \$6,270 | \$5,370 | \$3,840 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$6,270 | \$5,370° | \$3,840 |

Retail Black Book values as of 11/13/2014

| | X-CL | Clean | Average | Rough |
|---------|------|----------|---------|-----------|
| Base | N/A | \$8,475 | \$7,250 | \$5,550 |
| Options | N/A | \$0 | \$0 | _\$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$8,475) | \$7,250 | * \$5,550 |

Residual Black Book values as of 11/13/2014

| Black Book Print Vehicle | | | Page 2 of 2 |
|--------------------------|---|---|--|
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| ig. | | | e and to got got on this day. He said to will send a payment on this day. The yell receive the payment on 5-15. |
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| | PEngeloverUP Only | |
| Income D | escription | \$ 2XD): |
| Employment Gross Monthly Salary or Wages | IMPINE-SAF EMPLOY | \$ |
| Part-Time Gross Monthly Salary or Wages | | Amount |
| Other/Expected Income | Description | \$ |
| Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ |
| Alimony or Child Support | | \$ |
| Other Income (Babysitting, Lawn care, etc.): | counts and en | +\$ 28N |
| Total Current/Expected Income | Part 1 March 1 Company | 671.7 |
| Las - Abby Evnense | Part 2: Please add all monthly expenses and amount here | |
| Part 3: Net Monthly Income Total = Part 1 Subtract Total Expense from Total Income. The Net | Total - Part 2 Total Monthly Income must be equal to or greater than | the =\$ 2330 |
| Subtract Total Expense from Total Income. The New Required Residual Income. | | |
| Applicant Name: AUSTUO | Ruiz. | |
| Today's date: [[17 14 | | |
| Driver's License/Government Issued ID N | umber: | |

Ability to Pay Summary

| Loan Number | Eduardo Ruiz |
|--|--------------|
| C. comer Name | No |
| is Customer a Covered Borrower | 53,600.00 |
| Requested Loan Amount | 1000 |
| Title Fee | \$3,868¢ |
| MLV Amount | \$2,900.00 |
| Gross Monthly Income | \$470.0 |
| Current and Expected Monthly Obligations | 50.00 |
| take to the Value of the take to the | |
| Other TitleMax Loan Rate Match/Rate for Other TitleMax Loan | |
| Add-On to Current Loan or Multi-Car | \$2,330.00 |

| 2161057 | ALTERUS RAVES SPEED | Retr |
|--------------------|---------------------|------------------|
| tiers | 1 999.99 | 17.99% |
| 100.00 | 1999.99 | 16.99% |
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| 2000.00 | 3999.99 | 13.99% |
| 3000.00 | 4999.99 | 10.99% |
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210 INSTALLMENT LOAN BREAKDOWN

| 210 INSTALLMENT LUAN BREAK | | 10,000 |
|---|---|------------|
| Loan Amount Inc. Title Fee | ÷ | 3,600 |
| Vehicle Value - Max. Loan Amount inc. Title Fee | ÷. | 9.99% |
| | nacional and a property of the Color of the | 3,600.00 |
| Interest Rate Max Cash to Customer Amount | <u>\$</u> | 3,600,00 |
| Actual Cash to Customer Amount | \$ | |
| Tale Fee Amount | \$ | 3,600 |
| Total Loan Amount | | |
| | | \$739.22 |
| Amortized Loan Payment | | \$5,174.51 |
| Total Payback Amount | | \$359.64 |
| Total Payback rolls | | · - |

Minimum Payment to Extend Grace Period Plan # of Months (0% Interest) \$514.29 Grace Period Plan Payment (0%)

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

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| | Revised 10-15-2008 Confidential | Revis |
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| | | |
| | | |
| | GRACE PERIOD DEFERMENT \$6,457.34 | GRACE PERIC |
| | 0 AND 445 | NRS.604A.210 AND 445 |
| | VIOLATIONS/TECHNICAL EXCEPTIONS/OTHER COMMENTS: | 13. 1 - 13. 1 - 13. 13. |
| Extensions: Title-6 add! periods: DID & High In Loans - 90 days Are receipts filed? YES | Is the loan a collection account? NO Has the loan been extended or renewed? NO How many times? 0 Extensions: The loan been extended or renewed? NO How many times? 0 Extensions: The loan been extended or renewed? | Is the loan a col |
| uant to NRS 604A.410 (2β)? 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)? | Does the writter |
| | 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 writter |
| | 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 |
| NO | o NRS 604A.4 | (Applies to |
| | (Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO NRS 604A.445(1) | (Applies to NRS |
| Fair Market Value: \$10,225.00 | (Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NRS 604A.450(1) | (Applies to 'NRS |
| - | .oans) Does the original term of the HIL not exceed 35 days? | (Appl |
| | | (Applies to I |
| | Does the original term of the D/D Loan not exceed 35 days? | (App |
| NA | to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? NRS 604A.425(1a) | (Applies to |
| Affidavit 🔽 Other: | What is the borrower's expected gross monthly income? \$6,400 Was the borrower's income verified? YES Paystub 🔲 Af | What is the borro |
| e title, i | YES If so, what is the collateral? 2005 NISSAN XTERRA | Is the loan secured? |
| | Deferred Deposit | Loan Type: |
|).32 121.55% 1E.5 P | 10/10/2014 \$3,800.00 5/8/2015 \$1,662.00 7 | 12569-0129849 |
| APR Quoted Is the A | Origination Date Amount of Loan Maturity Date Charge Payments | Account Number |
| Examiner: EC/DV | CYNTHIA COLLINS | Borrower Name & Address: |
| Exam as of: 5/15/2015 | ddress: 8414 WEST FARM ROAD, STE. 130, LAS VEGAS, NV 89131 | Licensee Address: |
| Date: 5/15/2015 | lame & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX | Licensee Name & DBA: |
| Exam Start | 604A LOAN REVIEW WORKSHEEL | |
| | | |

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Title Loan Agreement

2005

2005

| Date: 10/10/201 | 4 | - | | | | | Numper. 12009-0129049 |
|--|-------------------------|-----------------------------------|---|-----------------------------|--------------------|--------------|----------------------------|
| Customer & Co-C | ustomer Information | ACCOUNT NUM | BER: 1256 | 9-0129849 | | | : ' |
| FIRST NAME Cynthia | LAST NAME Collins | | CO-CUSTOMI | R FIRST NAM | WE | CO-CUSTOME | ER LAST NAME |
| (| , | | CO-CUSTOMI | ER SSN | CO-CUSTOME | R'S DRIVERS | LIC./STATE ID. NO. |
| STREET ADDRESS 9840 Red Horse St | | | CO-CUSTOMI | ER STREET A | DDRESS | _ | |
| City Las Vegas | STATE NV | ZIP CODE 89143 | CO-CUSTOM | ER CITY | CO-CUSTO | MER STATE | CO-CUSTOMER ZIP CODE |
| H (1 | | | CO-CUSTOM | ER HOME PH | ONE | CO-CUSTO | MER DATE OF BIRTH |
| | le & Licensee mation | LICENSEE'S HO Monday to Friday | URS OF OPERATIO 9:00 A.M. to 7:00 P. | N: M., Saturday ′ | 10:00 A.M. to 4:00 | P.M., Closed | Sunday |
| LICENSEE NAME TitleMax of Nevada, In | nc. d/b/a TitleMax | LICENSEE F (702)560-62 | PHONE NUMBER 64 | | | | |
| LICENSEE STREET A 8414 West Farm Road | | | LICENSEE CIT | (| LICENSEE STA | | LICENSEE ZIP CODE 19131 |
| VEHICLE IDENTIFICA 5N1AN08U55C654314 | ATION NUMBER (VIN) | | LICENSE PLATE 415LGU | | | - | |
| VEHICLE YEAR | VEHICLE MAKE | VEH | CLE MODEL | COLOR | | | |

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.

nissan

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$3,800.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 05/08/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

FINANCE CHARGE

The dollar amount the credit will cost vou.

Amount Financed

\$3,800.00

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

Total of Payments

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

\$5,462,00

ROA 008601

121.5462 %

\$1,662.00

Your payment schedule will be: When Payments are Due Amount of Payments Number of Payments

11/9/2014 and each 30 days thereafter \$780.28 5/8/2015

\$780.32 1

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.

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

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, Right to Rescind and Prepayment. 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.

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 Arresponding

summer Corving of the following toil-free number: (800) 804-5368.

Repayment Plan Disclosure: If you defau the loan, we must offer a Repayment Plan to y efore 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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 Penod 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 overtums 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 indirectly to the disclosure by us or related third parties of all your personal information about you.

- 2. You acknowledge and agree that by ente 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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.jarnsadr.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 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 attomeys' 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 no arbitrate shall be governed by the arbitration law of the State of Nevada.

 ROA 008603

- 8. This Arbitration Provision is binding upon ar pnefits you, your respective heirs, successors and assigns, and readed 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 <u>only</u> 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.

| Co-Customer's Signature | Date | | |
|--|-------------------------|----------------------|----------------------------|
| Customer's Signature | <u>10-10-14</u> Date | Its Authorized Agent | <u>10/10/20</u> 14 Date |
| TitleMax of Nevada, Inc. d/b/aTitleMax | | | |

Customer Receint/Repayment Plan Recein (210 day loan)

| NAME AND ADDRESS OF THE LICENSEE | <u>:</u> | PAYMENT MADE ON BEHALF OF OR BY: |
|--|------------------------|--|
| Tm Las Vegas Nv #24 | | Cynthia Collins |
| 8414 West Farm Road, Ste 130 | | , |
| Las Vegas, NV 89131 | | |
| | | |
| LOAN AGREEMENT IDENTIFICATION NO | ·. | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0129849 | | 01/16/2015 05:06:54 PM |
| | | |
| LOAN AGREEMENT DATE: | | |
| 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was | annlied to the | |
| loan number identified above. | applied to the | , |
| | A OFNIT DECENSE | NO DAMENT |
| AMOUNT PAID: \$340.00 | AGENT RECEIVI | NG PAYMENT: |
| \$340.00 | Rene Bernier | |
| | · . | |
| TODAY'S PAYMENT ITEMIZATION | l | |
| | | |
| PRINCIPAL PAID: | \$0.00 | |
| | | |
| INTEREST PAID: | \$340.00 | |
| | | |
| CHARGES PAID: | \$0.00 | |
| | <u> </u> | |
| FEES PAID: | \$0.00 | |
| | | |
| TOTAL AMOUNT PAID TODAY: | \$340.00 | |
| | 73,171 | |
| BALANCE DUE ON LOAN: | \$3,918.74 | |
| | | |
| NEXT SCHEDULED DUE DATE: | 1/8/2015 | |
| | | |
| | | |
| Account paid in full by rescission. | | |
| ☐ Account paid in full. | | |
| | i. By signing below, y | you acknowledge that upon repayment in full, we returned the |
| Vehicle's Title to you. | | |
| Repayment Plan Agreement. | | |
| Grace Period Plan Agreement. | | |
| oraso i crioa : ian Agreement. | | |
| | | |
| | | e payment information noted above is accurate. You further |
| epresent that the information previously provi | ided on the Covered | d Borrower Identification Statement is still accurate. |
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| A = 11 | 11 | |
| Limthia Callins | (1/1" | olles |
| Cynthia Callins Printed Name | Signature | · |
| unice Maine | oignature | |

APP 009899

Customer Receipt/Repayment Plan Receipt (210 day loan)

| Customer Recerp | nvehaamen | it rian Neceipt (210 day loan) |
|--|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | , | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 12/12/2014 04:48:41 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$379.62 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$379.62 | • · · · · · · · · · · · · · · · · · · · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$379.62 | |
| BALANCE DUE ON LOAN: | \$3,816.75 | |
| NEXT SCHEDULED DUE DATE: | 1/8/2015 | |
| | I. 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. | | |
| | | e payment information noted above is accurate. You further d Borrower Identification Statement is still accurate. |
| Cynthia Collins Printed Name | <u>Marine</u> | llv |
| Torreo Name | Signature | |

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Customer ReCipt/Repayment Plan Recipt (210 day loan)

| PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
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| The state of the s |
| DATE/TIME OF RECEIPT OF PAYMENT: 11/10/2014 04:22:52 PM |
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| CEIVING PAYMENT: nier |
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| <u>o</u> |
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| 2.27 |
| 2014 |
| below, you acknowledge that upon repayment in full, we returned the |
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| that the payment information noted above is accurate. You further covered Borrower Identification Statement is still accurate. |
| pithio Collo |
| |

Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: **Cynthia Collins** Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 05/07/2015 02:05:26 PM 12569-0129849 LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM If you have multiple loans, this payment was applied to the loan number identified above AGENT RECEIVING PAYMENT: AMOUNT PAID: Rene Bernier \$400.00 TODAY'S PAYMENT ITEMIZATION \$0.00 PRINCIPAL PAID: \$400.00 INTEREST PAID: \$0.00 CHARGES PAID: \$0.00 FEES PAID: \$400.00 TOTAL AMOUNT PAID TODAY: \$4,103.14 BALANCE DUE ON LOAN: 5/8/2015 NEXT SCHEDULED DUE DATE: Account paid in full by rescission. 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.

Signature Collins

APP 009902

···· 2 24 A.A.? RE 2014

Cynthia Collins

Customer Reipt/Repayment Plan Recipt (210 day loan)

| | | OF OR DELIVER OF OR DV: |
|---|---|---|
| NAME AND ADDRESS OF THE LICENSEE: | | PAYMENT MADE ON BEHALF OF OR BY: |
| Tm Las Vegas Nv #24 | | Cynthia Collins |
| 8414 West Farm Road, Ste 130 | | |
| Las Vegas, NV 89131 | | |
| LOAN AGREEMENT IDENTIFICATION NO. | | DATE/TIME OF RECEIPT OF PAYMENT: |
| 12569-0129849 | | 04/08/2015 04:17:50 PM |
| 12509-0129049 | | |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| <u> </u> | AGENT RECEIVI | NG PAYMENT: |
| AMOUNT PAID: \$386.34 | Rene Bernier | |
| \$300.34 | | |
| TODAY'S PAYMENT ITEMIZATION | | |
| DOMOURAL DAIR | \$0.00 | |
| PRINCIPAL PAID: | Ψ0.00 | |
| | \$386.34 | |
| INTEREST PAID: | ₩300.0-7 | |
| CHARGE BAID | \$0.00 | |
| CHARGES PAID: | Ψ0.00 | |
| EEEO DAID. | \$0.00 | |
| FEES PAID: | | |
| TOTAL AMOUNT PAID TODAY: | \$386.34 | |
| TOTAL AMOUNT FAID TODAT: | | · |
| BALANCE DUE ON LOAN: | \$4,136.92 | |
| BALANCE DOE ON LOW | | |
| NEXT SCHEDULED DUE DATE: | 4/8/2015 | |
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| | | |
| ☐ Account paid in full by rescission. | | |
| ☐ Account paid in full. | h -l | were asknowledge that upon repayment in full, we returned the |
| ☐ Title Returned Upon Payment in Fu | II. 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. | | · |
| | | Vfuther |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that to vided on the Cover | the payment information noted above is accurate. You further red Borrower Identification Statement is still accurate. |
| | | ^ ^ |
| | | $\Lambda \Lambda \Lambda (Y)$ |
| Cunthin Collins | | Walls |
| | Signature | |
| Printed Name | Jigi lataro | |
| | | |

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Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: Cynthia Collins Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 02/19/2015 04:14:59 PM 12569-0129849 LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM If you have multiple loans, this payment was applied to the loan number identified above. AGENT RECEIVING PAYMENT: AMOUNT PAID: Jake Vose \$120.00 TODAY'S PAYMENT ITEMIZATION \$0.00 PRINCIPAL PAID: \$120.00 INTEREST PAID: \$0.00 CHARGES PAID: \$0.00 FEES PAID: \$120.00 TOTAL AMOUNT PAID TODAY: \$3,917.10 BALANCE DUE ON LOAN: 3/9/2015 NEXT SCHEDULED DUE DATE: Account paid in full by rescission. 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. 口 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.

| Customer Receipt | /Repaymen | t Plan Receipt (210 day loan) |
|--|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 03:59:24 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$261.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | · |
| INTEREST PAID: | \$261.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | <u>\$261.00</u> | |
| BALANCE DUE ON LOAN: | \$4,024.47 | |
| NEXT SCHEDULED DUE DATE: | <u>2/7/2</u> 015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. □ Repayment Plan Agreement. □ Grace Period Plan Agreement. | II. By signing below | , you acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro | acknowledge that t vided on the Cover | the payment information noted above is accurate. You further red Borrower Identification Statement is still accurate. |
| Cynthro bilins Printed Warne | Signature | Olís |

Customer Receipt/Repayment Plan Receipt (210 day loan)

| Customer Receipt | /Repaymen | L Flair Neceipt (2 to day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Cynthia Collins |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0129849 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 03:54:35 PM |
| LOAN AGREEMENT DATE: 10/10/2014 6:12:13 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$50.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | - | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$50.00 | |
| CHARGES PAID: | \$0.00 | <u> </u> |
| FEES PAID | \$0.00 | din |
| TOTAL AMOUNT PAID TODAY: | \$50.00 | |
| BALANCE DUE ON LOAN: | \$4,285.47 | |
| NEXT SCHEDULED DUE DATE: | 2/7/2015 | |
| ☐ Account paid in full by rescission. ☐ Account paid in full. | | |
| ☐ Title Returned Upon Payment in Full Vehicle's Title to you. | II. By signing below | , you acknowledge that upon repayment in full, we returned the |
| ☐ Repayment Plan Agreement.☐ Grace Period Plan Agreement. | | |
| A almounted amonto. Du signing holow VOLL | acknowledge that the cover of t | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Cyntha Collins Printed Name | Signature | this Collo |

Ruiz, Alberto

DOCUMENTS NEEDED FOR ACTIVE AND PAID TITLE LOANS

- 1. LOAN APPLICATION
- ✓2. LOAN DISCLOSURE AGREEMENTS INLCUDING DISCLOSURES ON EXTENSIONS (IF APPLICABLE)
- 3. GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT
- 14. AFFIDAVIT ON ABILITY TO REPAY
- 5. COPY OF TITLE
- 6. COPY OF BLUE BOOK CALCULATION ON FAIR MARKET VALUE
- √7. PAYMENT HISTORIES
- √8. RECEIPTS

DOCUMENTS NEEDED FOR DELINQUENT LOANS

- 1. LOAN APPLICATION
- 2. LOAN DISCLOSURE AGREEMENTS INCLUDING DISCLOSURES ON EXTENSIONS (IF APPLICABLE)
- 3. GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT
- 4. AFFIDAVIT ON ABILITY TO REPAY
- 5. COPY OF TITLE
- 6. COPY OF BLUE BOOK CALCULATION ON FAIR MARJET VALUE
- 7. PAYMENT HISTORIES
- 8. RECEIPTS
- 9. REPAYMENT PLAN OFFER AND PROOF OF MAILING
- 10.COLLECTOR'S NOTES
- 11.TEN DAY LETTER IF REPOSSESSED

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 11/10/2014

Account Number: 12569-0129849

Customer Name: Cynthia Collins Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 8414 West Farm Road, Ste 130 Las Vegas, NV 89131

9840 Red Horse St Las Vegas, NV 89143 Vehicle Information: 2005 2005 nissan 5N1AN08U55C654314

Co-Borrower Name:

Address:

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/10/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065. . Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

Grace Periods Payments Deferment Schedule

| Payment Number | Amount of Payment | Deferred Periodic Due Date |
|-------------------------------------|-------------------|----------------------------|
| 1 | \$379.62 | 11/9/2014 |
| 2 | \$379.62 | 12/9/2014 |
| 3 | \$379.62 | 1/8/2015 |
| 4 | \$379.62 | 2/7/2015 |
| 5 | \$379.62 | 3/9/2015 |
| 6 | \$379.62 | 4/8/2015 |
| 7 | \$379.62 | 5/8/2015 |
| 8 | \$542.86 | 6/7/2015 |
| 9 | \$542.86 | 7/7/2015 |
| 10 | \$542.86 | 8/6/2015 |
| 11 | \$542.86 | 9/5/2015 |
| 12 | \$542.86 | 10/5/2015 |
| 13 | \$542.86 | 11/4/2015 |
| 14 | \$542.84 | 12/4/2015 |
| The total amount paid | \$6,457.34 | 1, 6, 25 |
| after making all payments under the | . ' ' | 10 m 10 m |
| under the terms of the | | . ' |
| Grace Period Payments Deferment | | |
| Agreement: | | · |

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 guestions 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 entening 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 N | evada, Inc. d/b/a TitleMax |
|-------------------------|---------|--------|----|-------------------------|----------------------------|
| Customer's Signature | Collins | //-/0° | 14 | Its Authorized Agent | 11/10/2014 //Date |
| Co-Borrower's Signature | | Date | | | |

Customer Application

Personal Information

| Date A IO I/I Sta | | Consideration of the constant |
|--|---|--|
| Date) - 4 Sta | | |
| Last Name Collins | First Name Curry A | Middle Name 2Vnn |
| Home Phone | Cull Disease | Fmail Address (optional)†† |
| Post time to call? | Which number do you preier unat we call? | <i>y</i> |
| Best time to call? | ☐ Home Phone Cell Phone | |
| - | | |
| Physical Address (street Number & Name) | 0 1 11 | Apt# |
| 90 | 340 Red Hoose | Zip. c County |
| City LAS VeaAs | State W | Zip 89143 County |
| Mailing Address (If different from physical address) | | |
| Some | State | Zip |
| City | outo | |
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| M DO-CP/L60 | Realtac | Next Payday Current and Expected Work Shift |
| Pay Frequency: (check one) | | Gross Gross |
| ☐ 1st & 15th of month ☐ 15th & end of mon | | Monthly Monthly Income Obligatio |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly | (1st day) □ Monthly (3rd day) | 10130 6400 ns |
| Self-Employed | | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| *Alimony child support or separate mainten | ance income need not be revealed if you do | ot wish to have it considered as a basis for repaying this obligation. |
| Alimony, child support, or separate maintena | nce received under: D court bruer D writter | agreement oral understanding. |
| Are you currently in bankruptcy? □ yes | io | |
| | Credit Referen | ces |
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| | NA KIND | |
| | Personal Refer | ences |
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APP 009912 ROA 008618

| Co-Ap | plicant | Information | |
|-------|---------|-------------|--|

| Date | State Issued | ID Number | Date o | f Birth | T | Social Security | y # | |
|---|-------------------------------------|------------------------------------|--------------------------|--|------------------|-----------------------------------|----------------------|--------------------|
| Last Name | First | Name | | | | Middle Name | | |
| Home Phone | Cell I | Phone† | | ······································ | | Email Address | (optional)†† | |
| Best time to call? | | h number do y Home Phone | | that we | | | | |
| | | | | • | | | | |
| Physical Address (Street Number & Name) | | | | | | Apt | # | · |
| City | | | State | Zi | p | County | | |
| Mailing Address (If different from physical address) | | | | <u>L</u> | | | | |
| City | | | Stat | e Zi | р | | | |
| Employer * (Source of Income) | | Em | oloyer Add | iress (Str | eet Numb | er & Name) | | |
| City | | State | | | Zip | Time a | Job? | |
| Work Phone # | Job | Title | <u> </u> | Super | visor | | | |
| Pay Frequency: (check one) | | | | Next P | ayday | Current a | nd Expected Gross | Work Shift |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biwee | ekly (every 2 we | eks) | | | | Monthly | Monthly | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | ☐ Monthly (| 3rd day) | | | | Income | Obligations | |
| ☐ Self-Employed | | | , | | | \$ | \$ | |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | e need not be red d under: 🗅 cou | evealed if you or rt order 🗆 wr | do not wis itten agre | sh to hav ement | ve it cou ora | nsidered as a t l'understandin | pasis for repaying. | g this obligation. |
| How did you hear about us? (Circle one.) | | | | | | | | |
| Friend/Referral Name of referrer? | | Saw Store | | Televisio | on | Yellow P | rages (| Repeat Customer |
| Internet, Billboard | Pos | tcard | | 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.

#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-Billey 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 126-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 ELECTION OF THE DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES RECOIDED OF MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY RECOMMEND 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 mforonco

†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.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and 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 entening 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 009914

| expected gross monthly income and obligations. You agree that you | I liave tolo 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 stateme | nts, including the Arbitration Provision. |
| Applicant Signature | 10-10-14 |
| Applicant signature | Date ' |
| | |
| Co Applicant Signature | Date |

| Afi | ndavit |
|--|--|
| STATE OF NEVADA COUNTY OF Clark | |
| Title Loan Agreement No.: 12569-0129849 Date: 10/10/2014 | |
| Customer Name: Cynthia Collins Address: 9840 Red Horse Street Las Vegas, NV 89143 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>TitleMax</u> Address: 8414 Farm Road, Suite 130 Las Vegas, NV 89131 |
| Vehicle Information: VIN: 5N1AN08U55C654314 License Plate State and No: 415LGU Color: Gray Year: | 2005 Make: Nissan Model: Xterra |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, In registered, licensed, and operating in accordance with Nevada la 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (vehicle identified above. The word "Title" means a certificate of identifies the legal owner of a vehicle or any similar document iss Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's your application information regarding current and expected incomparison. | fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed |
| customer has the ability to repay the title loan. | |
| The undersigned, Cynthia Collins, being first duly sworn, | states as follows: |
| You have provided us with true and correct informat the vehicle; and | ion concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT | SAYETH NOT. |
| Customer Signature: | Egnekia Collin |
| Co-Borrower Signature: | |



CERTIFICATE OF TITLE

MODEL TITLE NUMBER VEHIGLE BODY MAKE YEAR: NV006333314 XTERRA 4.0 **74W** 2005 NISS 5N1AN08U55C654314 SALES TAX PD EMPTY WT GROSS WT FUEL TYPE DATE ISSUED ODOMETER MILES 5999

5200 47 ODOMETER BRAND 08/01/2013 VEHICLE COLOR G BRAND

ACTUAL MILES

OWNER(S) NAME AND ADDRESS COLLINS CYNTHIA LYNN 4222 TARKIN AVE LAS VEGAS NV 89120-2121

LIENHOLDER NAME AND ADDRESS TITLEMAX OF NEVADA INC DBA TITLEMAX 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172

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

DATE

PRINTED NAME OF AGENT AND COMPANY

SIGNATURE OF AUTHORIZED AGENT

FEDERAL AND STATE LAW REGRIES 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 MIPRISONMENT.
The undersigned hereby certifies the vehicle described in this side has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer 🚙

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

Zip Code City I certify to the best of my

The mile ODOMETER READING

Printed Name of Saller(s)/Agent/De Signature of Seller(s)/Agent/Dealership

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

Dealer's License Number

Printed Full Legal Name of Buye Signature of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED MEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN. CONTROL NO. 1389402C

(THIS IS NOT A TITLE NO.) VP-2 (Rev. 6/10)

GVWR

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ALTERATION OR ERASURE VOIDS THIS TITLE

APP

009918 ROA 008624

Contact Information

10/10/2014

Company: Titlemax (314391) Contact: Sara Rosenthal

E-Mail: sara.rosenthal@titlemax.biz

Telephone: 404-542-6618

Fax:

Notes

Vehicle Info For 2005 Nissan Xterra SE 4D Utility

MSRP: \$25,350

Fin Adv: \$7,675

Equip Ret: \$27,513

Tire Size: 265/65R17 Base HP: 265 @ 5600

Taxable HP: 33.9

Model Number: 04315

Price Includes: AT AC

VIN: 5N1 AN08U55C654314

UVC: 2005640190

MPG: 16/22

Weight: 5200 Fuel Type: Gas

Wheelbase: 106.3

End of Term O

Adj. State: National

Mileage: 0

Mileage Cat: D

Cylinders: 6

Transmission: A

Drive Train: RWD

End of Term Mileage: 0

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

| -tonggings-onlighted, Magaigate- pag esia in the | X-CL | Clean | Average | Reugh \ |
|---|------|---------|---------|---------|
| Base | N/A | \$7,840 | \$6,340 | \$4,750 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$7,840 | \$6,340 | \$4,750 |

Retail Black Book values as of 10/10/2014

| | X-CL | Clean_4 | verage | Rough |
|---------|------|----------|---------|---------|
| Base | N/A | \$10,225 | \$8,325 | \$6,825 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$10,225 | \$8,325 | \$6,825 |

Residual Black Book values as of 10/10/2014

| | 12 Month | 24 Month | 30 Month | 36 Month | 42 Month | 48 Month (| 50 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 |
| Total | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Black Book Add/Deducts

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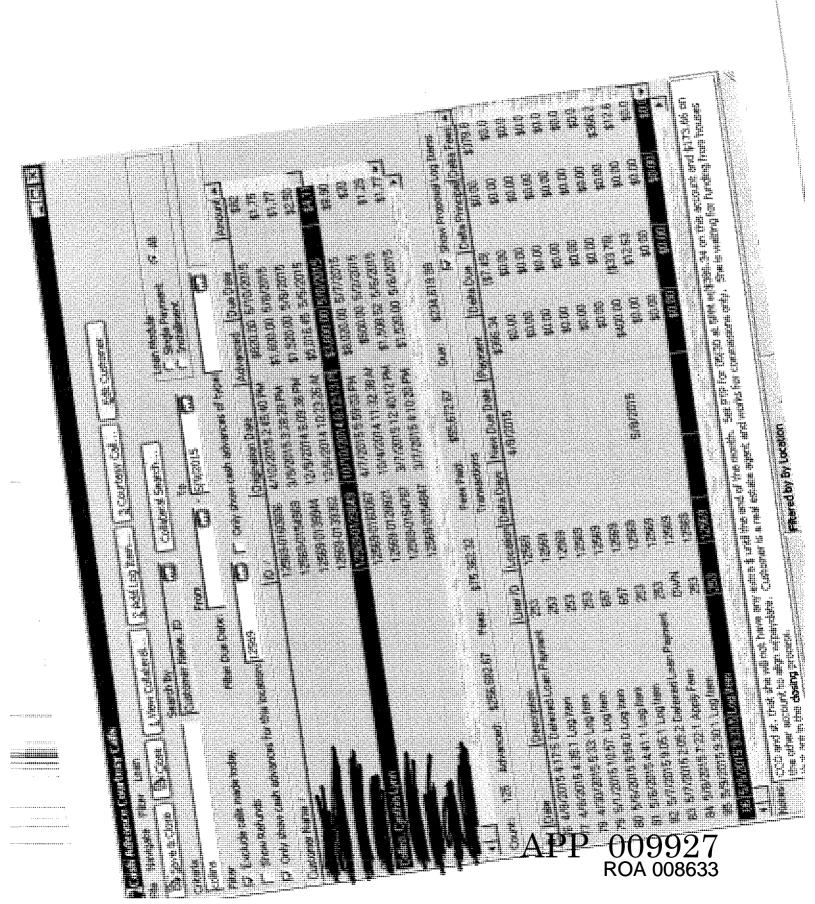
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| | ncome Worksheet | |
| nployment ross Monthly Salary or Wages | Description | \$ 6000° \$ |
| Part-Time Gross Monthly Salary or Wages | Description | Amount \$ |
| Gross Bonus or Commission Social Security/ Disability | | \$ |
| Gross Pension/Retirement Unemployment | | \$ 400° |
| Alimony or Child Support Other Income (Babysitting, Lawn care, | etc.): Part 1: Please add all income and enter amount here | se amounts + \$ 4400 |
| Total Current/Expected Income Total Monthly Expense Part 3: Net Monthly Income Total = | Part 2: Please add all nuo | here |
| Part 3: Net Monthly Income Total = Subtract Total Expense from Total Income. than the Required Residual Income. Applicant Name: | Collins | 33 CC 5 C 3 (1) |
| Today's Date: 10 - 10 - 1 | 1 | not wish it considered as a |
| Driver's License/Government Issu Alimony, child support or separa | te maintenance income need for repaying this o | bligation. |

| Ability to Pay Summary | 12569-0129849 Cynthia Collins |
|---|---|
| Loan Number Customer Name Is Customer a Covered Borrower Requested Loan Amount | \$3,800.00 \$3,800.00 \$0 \$7,400 |
| Title Fee MLV Amount | \$6,400.00 \$2,400.00 \$121.76 |
| Gross Monthly income Current and Expected Monthly Obligations Other TitleMax Loan Payment Rate Match/Rate for Other TitleMax Loan Rate Match/Rate for Other TitleMax Loan | 9,99% Add On / No DNA/ Fee \$3,878.24 |
| Rate Match/Rate for Other Add-On to Current Loan or Multi-Car Residual Monthly Income | |

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| Tiers | 999,99 | |
| 100.00 | 1999.99 | 16.99% 15.99% |
| 1000.00 | 2999.99 | 14.99% |
| 2000.00 | 3999.99 | 13.99% |
| 3000.00 | 4999.99 | 10.99% |
| 4000.00 | 10000.00 | |
| 5000.00 | _ | |

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| N BREAKDOWN |
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| 210 INSTALLMENT LOAN BREA | KDOMM | 10,000 |
|---|-------------|--------------|
| MENT LOAN DRE | · · · | 10,000 |
| Income Based - Max. Loan Amount Inc. Title Fee | 7 | 7,400 |
| Loan Amount Inc. 11 | \$ | 9,99% |
| Income Based - Max. Loan Amount Inc. Title Fee Vehicle Value - Max. Loan Amount Inc. Title Fee | | 30.00 |
| Income of the Mark Loan Amburn | e. A | 7,400.00 |
| Vehicle Value | S | 2 800 00 |
| Interest Rate Max Cash to Customer Amount Max Cash to Customer Amount | | |
| Cach to Customer | | - |
| Max Castomer Amount | > | 3,800 |
| Actual Cash to | \$ | · |
| Title Fee Amount | • | |
| Title Fee All | | |
| Total Loan Amount | | ¢780.28 |
| 1000. | | C/80.20 |

\$780.28 \$5,461.99 Amortized Loan Payment \$379.62 7 Total Payback Amount Minimum Payment to Extend Grace Period Plan # of Months (0% Interest) \$542.86 Grace Period Plan Payment (0%)

CHEMSE THIS CASHWISE FOAN TYPE

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

A - 308

| | | | | Confidential | Confi | | | 2008 | Revised 10-15-2008 |
|----------|---------------------|---|--|--|---|-----------------|--|--|--|
| 1 1 | | | | | | | | MENT \$17,693 | GRACE PERIOD DEFERMENT \$17,693 |
| | | 7.0000000000000000000000000000000000000 | The second secon | | | | The state of the s | | NRS.604A.210 AND 445 |
| | | | NTS: | ONS/OTHER COMMENTS | VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER O | VS/TECHN | VIOLATIO | ie T | Am. |
| | YES | eriods: Are receipts filed? | D/D & High Int Loans - 90 days | How many times? | swed? NO | ended or rene | Has the loan been extended or renewed? | ount? NO | Is the loan a collection account? |
| | YES | | er defaults, pursuant to l | 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)? | enter into a REPA | portunity to | osure regarding the or | ement include a discl | Does the written loan agre |
| | | | YES | NRS 604A.410 (2e)? | e loan, pursuant to | PRE-PAY the | th of the customer to | ement disclose the rig | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? |
| | | | YES | NRS 604A.410 (2d)? | e loan, <i>pursuant to</i> | RESCIND th | th of the customer to | ement disclose the rig | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? |
| | | NO | to NRS 604A.445 (2)? | | han six additional | led for more t | Has the title loan been extended for more than six additional periods, pursuant | | (Applies to Title Loans Only) NRS 60A.445(2) |
| | | | | NO | eed 30 days? | title loan exce | Does the original term of the title loan exceed 30 days? | | (Applies to Title Loans Only) NRS 604A.445(1) |
| | \$32,525.00 | Fair Market Value: | NO Fair | nicle securing the loan? | cet value of the vel | the fair mark | Does the loan amount exceed the fair market value of the vehicle securing the | | (Applies to Title Loans Only) NRS 604A 450(1) |
| | | N/A | | | not exceed 35 days? | m of the HIL | Does the original term of the HIL not exceed 35 | Int Loans) 108(1) | (Applies High-Int Loans) NRS 6044.408(1) |
| | | N/A | ss monthly income? | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | t exceed 25% of the | vment amoun | Does the monthly pay | High-Interest Loans Only) NRS 604A.425(1b) | (Applies to High-Interest NRS 6044.425(1b) |
| | | N/A | | 35 days? | Loan not exceed | m of the D/D | Does the original term of the D/D Loan not exceed 35 days? | /D Loans) 108(1) | (Applies to D/D Loans) NRS 604A.408(1) |
| | | N/A | gross monthly income? | | seed 25% of the cu | posit loan exc | Does the deferred deposit loan exceed 25% of the customer's expected | d Deposit Only) 25(la) | (Applies to Deferred Deposit Only) NRS 604A.425(1a) |
| | | ☑ Other: | Paystub \square Affidavit | YES | Was the borrower's income verified? | | income? \$15,000 | pected gross monthly | What is the borrower's expected gross monthly income? |
| 7] | ted? NA | If secured by a vehicle title, is it filed and perfected? | If secured by a vehicle | | E CAYENNE GT |)08 PORSCH | If so, what is the collateral? 2008 PORSCHE CAYENNE GT | YES If so, wh | Is the loan secured? |
| <u>.</u> | P | | Purpose of loan: N/A | Title Loans 🔲 Pui | | High-Int Loans | | Deferred Deposit | Loan Type: |
| 1 | YES P | 133.71% | 2121.47/2121.44 | 0.26 7 | 6/24/2015 \$4,850.26 | 6/24 | \$10,000.00 | 11/26/2014 | 12569-0137379 |
| RC RC | Is the APR correct? | APR Quoted Is the A | Payment Amount | nce Total Number of Payments | Maturity Date Charge | 3 13 3 3 3 4 | Amount of Loan | Origination Date | Account Number |
| DA C | റ | Examiner: EC/DV | Exa | | | | | ROBERT RUSSELL | Borrower Name & Address: F |
| 0086 | 03 | Exam as of: <u>5/15/2015</u> | Exam | | 130, LAS VEGAS, NV 89131 | AS VEGAS | ROAD, STE. 130, I | 414 WEST FARM | Licensee Address: 8414 WEST FARM ROAD, STE. |
| 37 | 1 | Exam Start Date: 5/15/2015 | Exar | | | TTLEMAX | ume & DBA:_TITLEMAX OF NEVADA INC DBA_TITLEMAX | TITLEMAX OF NE | Licensee Name & DBA: 7 |
| | | | | WORKSHEET | 604A LOAN REVIEW WORKSHEE | 604A LO | | | 53.4 |

Title Loan Agreement

| Date: | 11/26/2014 | 7 | | Number: 12569-0137379 |
|-------|---------------------------------|-----------------|---------------|-----------------------|
| Cus | tomer & Co-Customer Information | ACCOUNT NUMBER: | 12569-0137379 | |

| | PILLEY MITTERSTON | ACCCOMI NOMBE | 12000- | 0101010 | | | |
|---|-------------------------|---|----------------------------|------------------------|---------------------|-----------------------|--------------------------|
| FIRST NAME Robert | LAST NAME Russell | | CO-CUSTOMER | CO-CUSTOMER FIRST NAME | | CO-CUSTOMER LAST NAME | |
| | | | CO-CUSTOMER | RSSN | CO-CUSTOME | R'S DRIVERS | LIC./STATE ID. NO. |
| STREET ADDRESS 6380 Maggie Ave | | | CO-CUSTOMER | STREET A | DDRESS | | |
| City Las Vegas | STATE NV | ZIP CODE 89131 | CO-CUSTOMER | CITY | CO-CUSTOM | IER STATE | CO-CUSTOMER ZIP CODE |
| + | | | CO-CUSTOMER | R HOME PHO | ONE | CO-CUSTO | MER DATE OF BIRTH |
| Motor Vehicle & Informa | | LICENSEE'S HOUR Monday to Friday 9:0 | | | 0:00 A.M. to 4:00 | P.M., Closed | Sunday |
| LICENSEE NAME TitleMax of Nevada, Inc. d | /b/a TitleMax | LICENSEE PHO (702)560-6264 | ONE NUMBER | | | | |
| LICENSEE STREET ADD 8414 West Farm Road, St | | | LICENSEE CITY Las Vegas | | LICENSEE STAT NV | | ICENSEE ZIP CODE 9131 |
| VEHICLE IDENTIFICATION WP1AD29P78LA71855 | N NUMBER (VIN) | 1 | CENSE PLATE SLCE | | | | |
| VEHICLE YEAR 2008 | VEHICLE MAKE Porsche | VEHICLE Cayenne | | 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.

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 06/24/2015 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 delivening 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.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

133.7129 %

\$4,850.26

\$10,000.00

\$14,850.26

Your payment schedule will be:

| Number of Payments | Amount of Payments | When Payments are Due | |
|--------------------|--------------------|--|--|
| 6 | \$2,121.47 | 12/26/2014 and each 30 days thereafter | |
| 1 | \$2,121.44 | 6/24/2015 | |

Security:

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

Filing Fee:

\$20.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$10,000.00 |
|-------------------------------------|-------------|
| Amount given to you directly: | \$9,980.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$20.00 |
| 4. Amount paid to on your behalf: | \$0.00 |

Calculation of Interest, Application of Payments and Security Interest.

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

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

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

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m APP}_{\scriptstyle 01\,904.5368} egin{array}{c} 009933 \ {
m ROA}\ 008639 \end{array}$

Repayment Plan Disclosure: If you default ce loan, we must offer a Repayment Plan to you process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

re we commence any civil action or

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 offening 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 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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- 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 specifies to consumer disputes, to the extent those rules and procedures do not contr
- 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.

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- 8. This Arbitration Provision is binding upon and third you, your respective heirs, successors and ass. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in the 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 <u>only</u> 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/aTitleMax | | | |
|--|----------|----------------------|----------|
| | 11/26/14 | | 11/26/14 |
| customer's Signature | Date ' | Its Authorized Agent | Daté j |
| Co-Customer's Signature | Date | | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Robert Russell Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 03/26/2015 04:19:55 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID AGENT RECEIVING PAYMENT: \$1,100.00 Jake Vose TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$4.00 INTEREST PAID \$1,096.00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: <u>\$1,</u>100.00 BALANCE DUE ON LOAN: \$9,996.00 NEXT SCHEDULED DUE DATE: 4/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the J Repayment Plan Agreement. J Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further epresent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Signature

APP 009937

Customer Receipt/Repayment Plan Re

| NAME AND ADDRESS OF THE LICENSEE | ukepayme | nt Plan Receipt (210 day loan) |
|---|---------------------------|---|
| Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Robert Russell |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0137379 | | DATE/TIME OF RECEIPT OF PAYMENT: |
| LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the loan number identified above. | | 02/26/2015 06:20:02 PM |
| | | · |
| AMOUNT PAID: \$1,100.00 | AGENT RECEIVING Jake Vose | NG PAYMENT: |

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| TODAY'S PAYMENT ITEMIZATIO | N |
| PRINCIPAL PAID: | |
| INTEREST PAID: | \$0.00 |
| CHARGES PAID: | \$1,100.00 |
| - | \$0.00 |
| FEES PAID: | \$0.00 |
| TOTAL AMOUNT PAID TODAY: | \$1,100.00 |
| BALANCE DUE ON LOAN: | |
| NEXT SCHEDULED DUE DATE: | \$10,070.27 |
| BOL DATE: | 3/26/2015 |

- Account paid in full by rescission. 7 J
- Account paid in full.
- Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Repayment Plan Agreement.
- Grace Period Plan Agreement.

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

| Oustomer Mede | ibnvebaðiuei | וז Plan Rece ליל (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENS Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | EE: | PAYMENT MADE ON BEHALF OF OR BY: Robert Russell |
| LOAN AGREEMENT IDENTIFICATION I 12569-0137379 | NO. | DATE/TIME OF RECEIPT OF PAYMENT: 01/28/2015 06:24:36 PM |
| LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM | | - |
| If you have multiple loans, this payment v loan number identified above. | vas applied to the | |
| AMOUNT PAID: \$1,100.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION |)N | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$1,100.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | · |
| TOTAL AMOUNT PAID TODAY; | \$1,100.00 | |
| BALANCE DUE ON LOAN: | \$10,107.90 | · |
| NEXT SCHEDULED DUE DATE: | 2/24/2015 | · |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Formation Vehicle's Title to you. □ Repayment Plan Agreement. □ Grace Period Plan Agreement. | | ou acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro | acknowledge that the ovided on the Covered | payment information noted above is accurate. You further Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 12/31/2014 06:18:52 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$1,100.00 Jake Vose

| TODAY'S PAYMENT ITEMIZATI | ON |
|---------------------------|-------------|
| PRINCIPAL PAID: | \$0.00 |
| INTEREST PAID: | \$1,100.00 |
| CHARGES PAID: | \$0.00 |
| FEES PAID: | \$0.00 |
| TOTAL AMOUNT PAID TODAY: | \$1,100.00 |
| BALANCE DUE ON LOAN: | \$10,182.17 |
| NEXT SCHEDULED DUE DATE: | 1/25/2015 |

|] 4 | Account | paid | in | fuli | 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.

Signat

Customer Recei (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 05/08/2015 12:13:58 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM If you have multiple loans, this payment was applied to the ioan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$100.00 Justine Faasse **TODAY'S PAYMENT ITEMIZATION** PRINCIPAL PAID: \$0.00 INTEREST PAID \$100.00 CHARGES PAID: \$0.00 FEES PAID \$0.00 TOTAL AMOUNT PAID TODAY: \$100.00 BALANCE DUE ON LOAN: \$10,470.60 **NEXT SCHEDULED DUE DATE:** 5/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. NAVA RUSSELL

Customer Receipt/Repayment Plan Receipt (210 day loan) NAME AND ADDRESS OF THE LICENSEE: PAYMENT MADE ON BEHALF OF OR BY: Tm Las Vegas Nv #24 Robert Russell 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 LOAN AGREEMENT IDENTIFICATION NO. DATE/TIME OF RECEIPT OF PAYMENT: 12569-0137379 05/04/2015 05:38:48 PM LOAN AGREEMENT DATE: 11/26/2014 3:27:46 PM if you have multiple loans, this payment was applied to the loan number identified above. AMOUNT PAID: AGENT RECEIVING PAYMENT: \$1,000.00 Jake Vose TODAY'S PAYMENT ITEMIZATION PRINCIPAL PAID: \$0.00 INTEREST PAID: \$1,000,00 CHARGES PAID: \$0.00 FEES PAID: \$0.00 TOTAL AMOUNT PAID TODAY: \$1,000.00 BALANCE DUE ON LOAN: \$10,424.13 **NEXT SCHEDULED DUE DATE:** 4/25/2015 Account paid in full by rescission. Account paid in full. Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further

represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

APP 009942

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 12569-0137379

Customer Name: Robert Russell Address:

6380 Maggie Ave Las Vegas, NV 89131

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130 Las Vegas, NV 89131

Vehicle Information: 2008 Porsche Cayenne WP1AD29P78LA71855

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 11/26/2014 ("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 address 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 | \$1,099.00 | 12/26/2014 |
| 2 | \$1,099.00 | 1/25/2015 |
| 3 | \$1,099.00 | 2/24/2015 |
| 4 | \$1,099.00 | 3/26/2015 |
| 5 | \$1,099.00 | 4/25/2015 |
| 6 | \$1,099.00 | 5/25/2015 |
| 7 | \$1,099.00 | 6/24/2015 |
| 8 | \$1,428.57 | 7/24/2015 |
| 9 | \$1,428.57 | 8/23/2015 |
| 10 | \$1,428.57 | 9/22/2015 |
| 11 | \$1,428.57 | 10/22/2015 |
| 12 | \$1,428.57 | 11/21/2015 |
| 13 | \$1,428.57 | 12/21/2015 |
| 14 | \$1,428.58 | 1/20/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$17,693.00 | |

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

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

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

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

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

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

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

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% 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.

APP 009945

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

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.

eustomer's Signature Date

Co-Borrower's Signature Date

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

Its Authorized Agent Date

Customer Application

Personal Information

| Date 1/126/14 | | | | | | | |
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| - // 53 - // | | | Email Address (optional)†† | | | | |
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| ANY | □ Home Phone | | | | | | |
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| WHAS VEGA | MAGGIE AVE. State NV | zi8913 | 1 County (ARK | | | | |
| Mailing Address (If different from phys. | ical address) | | | | | | |
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| Pay Frequency; (check one) | | Gros | s Gross | | | | |
| | end of month Biweekly (every 2 weeks) | Mon | | | | | |
| |) □ Monthly (1st day) □ Monthly (3rd day) | | ns | | | | |
| Self-Employed | | \$ 1 | 2011 87500 | | | | |
| *Alimony, child support or separa Alimony, child support, or separa Are you currently in bankruptcy? | rate maintenance income need not be revealed if you of the maintenance received under. out order with yes. | do not wish to have it consident itten agreement oral un | ered as a basis for repaying this obligation. derstanding. | | | | |
| | へ Credit Refer | ences | | | | | |
| Business Name | Phone # | | | | | | |
| Address (Street Number & Name) | City | State | Zip | | | | |
| , | | | | | | | |
| | Phone # | | | | | | |
| Business Name | NITMABILE | | | | | | |
| Business Name 2120 Address (Street Number & Name) | N/Fmoisile Phone # | State | Zip | | | | |
| 186130 | ON / 7-moi3 (12) City Personal Reference | | Zip | | | | |



| Date | State Issued ID Number | Date | of Birth | | Social Security # | | | |
|---|--|---------------------------|------------------------|-------------------|---------------------------------------|------------------------|--|-----------|
| Last Name | First Name | | Middle Name | | | ie . | | |
| Home Phone | Cell Phone [†] | | | | Email Addre | ess (optional)†† | | |
| Best time to call? | Which number d □ Home Pho | | r that we ell Phone | | | | | |
| Physical Address (Street Number & Name) | | | | | A | vt # | | |
| City | | State | Zij | p | County | | | |
| Mailing Address (if different from physical address) | | | | | | | ······································ | |
| City | | Sta | te Zi _l | p | | | | |
| Employer * (Source of Income) | Er | nployer Ad | dress (Stre | eet Numb | er & Name) | | | |
| City | State | | | Zip | Time | at Job? | | |
| Work Phone # | Job Title | | Super | visor | | | | |
| Pay Frequency: (check one) | | | Next Pa | ayday | | and Expected | Work S | hift |
| □ 1st & 15th of month □ 15th & end of month □ Biweek | v (every 2 weeks) | | | | Gross | Gross | | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | ☐ Monthly (3 rd day) | | | | Monthly Income | Monthly Obligations | | |
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| 1.2.2 | | | | | \$ | \$ | | |
| *Alimony, child support or separate maintenance income n Alimony, child support, or separate maintenance received u Are you currently in bankruptcy? yes no | eed not be revealed if you inder: court order w | do not wis ritten agre | sh to hav ement | e it cor □ ora | sidered as a understand | basis for repayiring. | ng this ob | ligation. |
| How did you hear about us? (Circle one.) | | | | | · · · · · · · · · · · · · · · · · · · | | | |
| Friend/Referral Name of referrer? | Saw Store | | Televisio | n | Yellow | Pages | Repeat | Customer |
| Internet Billboard | Postcard | | Other: _ | | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

ttConsent 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 of the control of the c

†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 (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) https://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 https://www.jamsadr.com, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitration. The arbitration 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 Fed

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 Charges as Follows:

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

TM-NV-Customer Application-V.2.0-10.09.2013

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| expected gross monthly income and obligations. You agree that you months relating to (i) your employment or source of income, and (ii) agree that you have read and understood all the above statements. | current and expected gross monthly income and obligations. You |
|--|--|
| Applicant Signature | 11126114 Date |
| Co-Applicant Signature | Data |

Affidavit

| STATE OF NEVADA | inday st |
|---|--|
| COUNTY OF Clark | |
| Title Loan Agreement No.: 12569-0137379 Date: 11-26-2014 | <u>.</u> |
| Customer Name: Robert Russell Address: 6380 Maggie Ave Las Vegas, NV 89131 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: 8414 Farm Road Suite 130 Las Vegas, NV 89131 |
| | |
| Vehicle Information: VIN: WP1AD29P78LA71855 | |
| License Plate State and No: LILSLCE Color: GOld Year:2 | 2008 Make: Porsche Model: Cayenne |
| In this Affidavit ("Affidavit"), the words "affiant," customer," "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inregistered, licensed, and operating in accordance with Nevada law 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (vehicle identified above. The word "Title" means a certificate of tidentifies the legal owner of a vehicle or any similar document issue. | "you" and "your" mean the customer who has signed it. The words c. d/b/a Titlemax, a provider of title loan services w and regulated by the Nevada Financial Institutions Division, 406 E 775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the itle or ownership issued pursuant to the laws of the State of Nevada that led pursuant to the laws of another jurisdiction. |
| Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fayour application information regarding current and expected income | air market value. Pursuant to N.R.S. 604A.450-2, we have reviewed ne, obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required to give us an afficience and correct information concerning the customer's income, of customer has the ability to repay the title loan. | davit which states: (a) The customer has provided the licensee with bligations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Robert Russell , being first duly sworn, st | ates as follows: |
| You have provided us with true and correct information the vehicle; and | n concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA | YETH NOT. |
| Customer Signature: | Beeff |
| Co-Borrower Signature: | |



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|-----------------------|--|---------|---------------------------------------|--------------------------|-------|
| VIN | 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | -1.5 | : - : |
| and the second second | 71 - 3 - 6 1 - 2 | 3 T 2 T | 4.072322 | 7 L F . | 4 |
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| 6 6 6 1 2 | 11/41 | | · · · · · · · · · · · · · · · · · · · | IXカ | |

MODEL

VEHICLE BODY

TITLE NUMBER

DATE ISSUED

ODOMETER MILES

CAYENNE GT SALES TAX PD 2008 PORS FUEL TYPE

T4W

NV007439276 EMPTY WI GROSS WT GVWR

12/18/2014 VEHICLE COLOR

24726 ODOMETER BRAND

BRANDS

ACTUAL MILES

Pec'd 1-1-15

OWNER(S) NAME AND ADDRESS

RUSSELL NONNA NAVALTA

RUSSELL ROBERT GUY 2909 STERLING COVE DR

LAS VEGAS NV 89128-7751

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX

8414 FARM RD STE 130

LAS VEGAS NV 89131

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

| SIGNATURE OF AUTHORIZED | |
|-------------------------|--|
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| | |
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| | |

DATE

PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE THANSFER 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):

AND Nevada Driver's License Number or Identification Number

Printed Full Legal Name of Buyer

Printed Full Legal Name of Buyer

Signature of Seller(s)/Agerit/Dealership

Nevada Driver's License Number or Identification Number

certify to the best of my knowledge th

ODOMETER READING

Printed Name of Seller(s)/Agent/Dealership

Farn aware of the above odometer certification made by the seller/agent. [] ... Dealer's License Number

Signature of Boyer

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

CONTROL NO. SERTTES.

(THIS IS NOT A TATLE NO.)

Printed Full Legal Name of Buyer

VP-2 (Rev. 8/10)

| > | 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 |
| IMENT LY | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | · |
| FIRST REASSIGNMENT DEALER ONLY | 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 DISCREPA | NCY |
| FIRST DI | ODOMETER READING Exempt - Model year over 9 yrs. old. | |
| | 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 | |
| | Signature of Buyer Printed Full Legal Name of Buyer | |
| > | 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 |
| MENT | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | - |
| SECOND REASSIGNMENT DEALER ONLY | Address City State Zip Code I certify to the best of my knowledge the odormeter 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 mileage stated is in excess of its mechanical limits. "' The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPA | NCY |
| SECOND | ODOMETER READING Exempt - Model year over 9 yrs. old. | |
| u) | Signature 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 | |
| > | 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 |
| .≺ MENT | Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number | |
| S S | Address City State Zip Code | |
| ALER (| ! certify to the best of my knowledge the odome;ading is the mileage of the vehicle unless one or the following statements is checked. NO | ANCY |
| THIRD REASSIGN DEALER ONL | ODOMETER READING Exempt - Model year over 9 yrs. old. | |
| ' | Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification made by the seller/agent. Dealer's License Number | |
| | Signature of Buyer Printed Full Legal Name of Buyer | |
| | LIENHOLDER TO BE RECORDED | |
| z | FEIN | |
| LEN | Printed Full Legal Name of Lienholder | |
| | Address Street City State D (1990) 5 | 3 |

Contact Information

11/26/2014

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2008 Porsche Cayenne GTS 4D Utility

MSRP: \$72,300

VIN: WP1AD29P78LA71855

Adj. State: National

Fin Adv: \$29,200

UVC: 2008740059

Mileage: 0

Equip Ret: \$87,182

MPG: 13/18 Weight: 6790

Mileage Cat: E

Tire Size: 295/35R21 Base HP: 405 @ 6500

Fuel Type: Gas

Cylinders: 8 Transmission: A

Taxable HP: 42.9

Wheelbase: 112.4

Drive Train: AWD

Model Number: GTS

End of Term 0

End of Term 0

Months:

Mileage:

Price Includes: AT LTH SR

Trade In Black Book values as of 11/26/2014

| And the second s | X-CL | Clean | Average | Rough |
|--|------|----------|----------|----------|
| Base | N/A | \$28,540 | \$25,040 | \$19,550 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$28,540 | \$25,040 | \$19,550 |

Retail Black Book values as of 11/26/2014

| | X-CL | Clean | Average | Rough |
|---------|----------|----------|----------|----------|
| Base | \$34,900 | \$32,525 | \$28,550 | \$23,850 |
| Options | \$0 | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | \$0 | \$0 | \$0 | \$0 |
| Total | \$34,900 | \$32,525 | \$28,550 | \$23,850 |

Residual Black Book values as of 11/26/2014

| _ | | - | | | |
|---|------|------|-------|----|--------|
| в | lack | Book | Print | Ve | chicle |

Page 2 of 2

Black Book Add/Deducts

Navigation System +150 Rear Seat Ent Sys +200 w/o Auto Trans -800 w/o Moonroof -850

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| Certimorii — A agantaeto e la | gation in the common that difference agreements from Aram his year have in general the reserving or here. Here | |
| | | |
| Income | antine Amerika (1885) ka ka 1985 ka 19 Baran ka 1985 | |
| | | |
| Gross Monthly Salary or Wages | Daner | \$ 15 2771 |
| Part-Time Gross Monthly Salary or Wages | | \$ |
| | | |
| Gross Bonus or Commission | The control of the co | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ |
| Alimony or Child Support | | \$ |
| Other Income (Babysitting, Lawn care, etc.): | | \$ |
| Total Current/Expected Income | | +\$ 15 |
| Total Monthly Expense | | -\$ 7.7772 |
| Part 3: Net Monthly Income Total = Part 1 To | otal - Part 2 Total | |
| Subtract Total Expense from Total Income. The Net Mi Required Residual Income. | onthly income must be equal to or greater than the | |
| Applicant Name: | d 1007 | |
| KoBORT GOY | Fusself 1000 | |
| Today's date: ///26/14/ | | |
| 1/1 26/1/ | | The second secon |
| Driver's License/Government Issued ID Numb | er: APF | 009959 |

Ability to Pay Summary

| Loan Number | 12569-0137379 |
|--|----------------|
| Customer Name | Robert Rusself |
| Is Customer a Covered Borrower | No |
| Requested Loan Amount | 510,000.00 |
| Title Fee | \$20 |
| MLV Amount | \$10,000 |
| Gross Monthly Income | \$15,000.80 |
| Current and Expected Monthly Obligations | \$7,000.00 |
| Other TitleMax Loan Payment | S0.00 |
| Rate Match/Rate for Other TitleMax Loan | |
| Add-On to Current Loan or Multi-Car | |
| Residual Monthly income | \$8,000.00 |

| Tier. | Rate | |
|---------|----------|--------|
| 100.00 | 999,99 | 17.99% |
| 1000.00 | 1999.99 | 16.99% |
| 2000.00 | 2999.99 | 15.99% |
| 3000.00 | 3999.99 | 14.99% |
| 4000.00 | 4999.99 | 13.99% |
| 5000.00 | 10000.00 | 10.99% |

| 210 | INSTAL | LBACKIT | LOAN BREAKDOWN | |
|-----|--------|---------|----------------|--|
| | | | | |

| Income Based - Max. Loan Amount Inc. Title Fee | ς | 10,020 |
|---|--------------|-------------|
| Vehicle Value - Max. Loan Amount Inc. Title Fee | ž | • |
| Interest Rate | \$ | 10,020 |
| | | 10.99% |
| Max Cash to Customer Amount | , Ş . | 10,000.00 |
| Actual Cash to Customer Amount | 95. | 10,000,00 |
| Title Fee Amount | \$ | 20 |
| Total Loan Amount | \$ | 10,020 |
| Amortized Loan Payment | | \$2,125.71 |
| Total Payback Amount | | \$14,879.97 |
| Minimum Payment to Extend | | \$1,101.20 |
| Grace Period Plan # of Months (0% interest) | | 7 |
| GLOCK LC 100 LINE A OL WINLING (D'S HITGLEST) | | |

CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

A - 309

| | | | | | | | Confidential | D. | | | | | 15-2008 | Revised 10-15-2008 | Г |
|--------------|---------------------|--|--------------------------------|--|-----------------------|-----------------------------|-------------------|-------------|--|--------------------|---|------------------|--|--|----|
| | - | | Veterra | | | | | | | | | | | | 1 |
| | | | - | | | | | | | | | 7,646.85 | ERMENT \$ | GRACE PERIOD DEFERMENT \$7,646.85 | Ω |
| | | and the state of t | | | 2212 | W | | | | | | | 145 | NRS.604A.210 AND 445 | Z |
| | | | | | OMMENTS: | HER COM | TIONS/01 | EXCE | VIOLATIONS/TECHNICAL EXCEPTIONS/OTHER C | LATIONS/ | VIO | | | | T |
| S | led? YES | Are receipts filed? | add'I periods; ns - 90 days | Extensions: Title-6 add'l periods: D/D & High Int Loans - 90 days | 0 Ex | How many times? | How r | NO | Has the loan been extended or renewed? | been extende | Has the loan | NO | account? | Is the loan a collection account? | Is |
| | YES | 104A.410 (2f)? | it to NRS 6. | ults, pursuar | tomer defa | lan if the cus | AYMENT p | into a REI | unity to enter i | ng the opport | losure regardi | clude a disc | agreement inc | 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)? | ק |
| | | | | YES | | A.410 (2e)? | t to NRS 604, | , pursuan | -PAY the loan | tomer to PRE | ight of the cust | sclose the ri | agreement dis | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2 | קַ |
| | | | | Ϋ́ES | | A.410 (2d)? | nt to NRS 604. | ı, pursuan | CIND the loan | tomer to RES | ight of the cus | sclose the ri | agreement die | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2 | D |
| | | · | NO | <i>45 (2)?</i> | RS 604A.44 | ursuant to NI | nal periods, p | ix addition | Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? | n extended fo | e title loan bee | | Loans Only) (5(2) | (Applies to Title Loans Only) NRS 604.445(2) | T |
| | - | , | | | | | NO |) days? | Does the original term of the title loan exceed 30 days? | m of the title | he original ter | | Loans Only) 45(1) | (Applies to Title Loans Only) NRS 604A.445(1) | |
| ŏ | \$15,980.00 | et Value: | Fair Market Value | NO | | ing the loan? | vehicle securi | ue of the | Does the loan amount exceed the fair market value of the vehicle securing the loan? | it exceed the | he loan amour | | Loans Only) | (Applies to Title Loans Only) NRS 6044.450(1) | |
| | · | N/A | | - | | | days? | xceed 35 | Does the original term of the HIL not exceed 35 days? | ginal term of | Does the ori | īs) | (Applies High-Int Loans) NRS 604A.408(1) | (Applies Hi | |
| | | N/A | - | thly income? | gross mont | er's expected p | f the borrowe | ed 25% o | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | nthly paymen | Does the nio | ns Only) | High-Interest Loai | (Applies to High-Interest Loans Only) NRS 604A.425(1b) | |
| | i i | N/A | | | • | | ed 35 days? | not excee | Does the original term of the D/D Loan not exceed 35 days? | ginal term of | Does the ori | | (Applies to D/D Loans) NRS 604A.408(1) | (Applies to NRS 60 | |
| | - | | N/A | ncome? | gross monthly income? | xpected gross | customer's ea | 5% of the | Does the deferred deposit loan exceed 25% of the customer's expected | erred deposit | Does the def | t Only) | o Deferred Deposit NRS 604A.425(1a) | (Applies to Deferred Deposit Only) NRS 604A.425(1a) | |
| | , | Other: | avit 🔽 | ☐ Affidavit | Paystub | YES | ome verified? | wer's inco | Was the borrower's income verified? | \$7,400 | / income? | oss monthly | expected gro | What is the borrower's expected gross monthly income? | \$ |
| <u> </u> | rfected? 🔨 | If secured by a vehicle title, is it filed and perfected? | hicle title, | sured by a ve | If sec | | | | J CRUISER | teral? 2007 F | If so, what is the collateral? 2007 FJ CRUISER | If so, wh | YES | Is the loan secured? | Is |
| 1 | D | | - | Purpose of loan: N/A | Purpose of | | Title Loans | E E | High-Int Loans | High- | | Deferred Deposit | Deferr | Loan Type: | |
| L | YES D | 121.55% | , | 924.02/924.03 | | 7 | \$1,968.15 | | 9/21/2015 |)0.00 | \$4,500.00 | 2/23/2015 | 2/23 | 12569-0152730 | 1 |
| SU RC | Is the APR correct? | APR Quoted Is the | | Payment Amount | er of | Total Number of Payments | Finance Charge | | Maturity Date | Amount of Loan | Amount | Origination Date | Origina | Account Number | |
| U J M N | ററ | : EC/DV | Examiner: EC/DV | | , | | | | | | | RICHARD BROWN | 4 | Borrower Name & Address: | |
| 0860 1980 | 06 | Exam as of: <u>5/15/2015</u> | xam as of | <u>ш</u> | | | | NV 89131 | VEGAS, NV | E. 130, LAS VEGAS, | 8414 WEST FARM ROAD, STE. | ST FARM | | Licensee Address: | |
| <u>∠</u> _ | 9 | Start Date: <u>5/15/2015</u> | Exam Start Date: | | | · | , | | XAME | DBA TITLI | ume & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX | AX OF NE | & .: <u>TITLEM</u> ! | Licensee Name & DBA: | |
| | | | | | 0.5114 | HEET | W WORKS | REVIE | 604A LOAN REVIEW WORKSHEET | 61 | | | | | |

Title Loan Agreement

Date: 2/23/2015

| | | | | | 16 | | |
|---|-------------------------|-------------------------------|--|-------------------------|--------------------------|-----------------------|---------|
| Customer & Co-Ci | ustomer Information | ACCOUNT NUMBE | R : 12569-015 | 2730 | · | | |
| FIRST NAME LAST NAME Richard Brown | | | CO-CUSTOMER FIRST NAME | | CO-CUSTOME | CO-CUSTOMER LAST NAME | |
| | | | CO-CUSTOMER SS | N CO-CUSTO | MER'S DRIVERS | LICJSTATE ID. NO. | , |
| STREET ADDRESS 7545 Osa Blanca Rd | #2173 | **** | CO-CUSTOMER ST | REET ADDRESS | | | |
| City Las Vegas | STATE NV | ZIP CODE 89149 | CO-CUSTOMER CI | TY CO-CUST | OMER STATE | CO-CUSTOMER ZIF | CODE |
| | | | CO-CUSTOMER HO | OME PHONE | CO-CUSTO | MER DATE OF BIRTH | #. * |
| | le & Licensee mation | | RS OF OPERATION: 00 A.M. to 7:00 P.M., S. | aturday 10:00 A.M. to 4 | :00 P.M., Closed | Sunday | |
| LICENSEE NAME TitleMax of Nevada, In | ic. d/b/a TitleMax | LICENSEE PHO (702)560-6264 | ONE NUMBER | | | | |
| LICENSEE STREET ADDRESS 8414 West Farm Road, Ste 130 | | LICENSEE CITY Las Vegas | LICENSEE ST NV | 3 | ICENSEE ZIP CODE 9131 | | |
| VEHICLE IDENTIFICA JTEBU11F070062753 | ` , | 1 | CENSE PLATE | | | | |
| VEHICLE YEAR | VEHICLE MAKE | VEHICLI E.I. Cruis | - 1 | OLOR Iver | | | |

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$4,500.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 09/21/2015 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.

Number: 12569-0152730

FEDERAL TRUTH-IN-LENDING DISCLOSUR

ANNUAL PERCENTAGE RATE

The cost of your credit as a vearly rate.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

121.5462 %

\$1,968.15

\$4,500.00

\$6,468.15

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|---------------------------------------|
| 6 | \$924.02 | 3/25/2015 and each 30 days thereafter |
| 1 | \$924.03 | 9/21/2015 |

Security:

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

Filina Fee:

\$20.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$4,500.00 |
|-------------------------------------|------------|
| 1. Amount given to you directly: | \$4,480.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$20.00 |
| 4. Amount paid to on your behalf: | \$0.00 |

Calculation of Interest, Application of Payments and Security Interest.

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

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

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

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

Repayment Plan Disclosure: If you defat the loan, we must offer a Repayment Plan to 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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 offening 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: (!) 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, govemors, 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 types related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclos

- 2. You acknowledge and agree that by enterprint of 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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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.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 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 organiza
- 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 = 0.09966 APP = 0.008672

- 8. This Arbitration Provision is binding upon a _____enefits you, your respective heirs, successors and _____ins. 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 <u>only</u> 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/aTitleMax | | $\wedge \Omega / I$ | |
|--|-----------------|---------------------|----------------|
| Quelo Barre Customer's Signature | 2/23/15 Date | Its Authorized Agen | 2 23/5 Date |
| Co-Customer's Signature | Date | | |

Customer R eipt/Repayment Plan Re ipt (210 day loan

| | | it i lait itec ipt (2 to day toatt) |
|--|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEI Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | E: | PAYMENT MADE ON BEHALF OF OR BY: Richard Brown |
| LOAN AGREEMENT IDENTIFICATION NO 12569-0152730 |), | DATE/TIME OF RECEIPT OF PAYMENT: 03/25/2015 05:30:25 PM |
| LOAN AGREEMENT DATE: 2/23/2015 5:07:16 PM | | |
| If you have multiple loans, this payment was loan number identified above. | s applied to the | |
| AMOUNT PAID: \$450.00 | AGENT RECEIVI Rene Bernier | |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.45 | |
| INTEREST PAID: | \$449.55 | 7 |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$450.00 | <u></u> |
| BALANCE DUE ON LOAN: | \$4,499.55 | |
| NEXT SCHEDULED DUE DATE: | 4/24/2015 | |
| Vehicle's Title to you. ☐ Repayment Plan Agreement. ☐ Grace Period Plan Agreement. Acknowledgments. By signing below, you a | icknowledge that the | you acknowledge that upon repayment in full, we returned the e payment information noted above is accurate. You further disportower Identification Statement is still accurate. |
| Richard Brown | Auch Signature | & Bun |

APP 009968

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

03/25/2015

Account Number: 12569-0152730

Customer Name: Richard Brown

Address:

7545 Osa Blanca Rd #2173 Las Vegas, NV 89149

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2007 Toyota FJ Cruiser JTEBU11F070062753

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 02/23/2015 ("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.

Grace Periods Payments Deferment Schedule

| Payment Number | Amount of Payment | Deferred Periodic Due Date |
|---|-------------------|----------------------------|
| 1 | \$449.55 | 3/25/2015 |
| 2 | \$449.55 | 4/24/2015 |
| 3 | \$449.55 | 5/24/2015 |
| 4 | \$449.55 | 6/23/2015 |
| 5 | \$44 9.55 | 7/23/2015 |
| 6 | \$449.55 | 8/22/2015 |
| 7 | \$449.55 | 9/21/2015 |
| 8 | \$642.86 | 10/21/2015 |
| 9 | \$642.86 | 11/20/2015 |
| 10 | \$642.86 | 12/20/2015 |
| 11 | \$642.86 | 1/19/2016 |
| 12 | \$642.86 | 2/18/2016 |
| 13 | \$642.86 | 3/19/2016 |
| 14 | \$642.84 | 4/18/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$7,646.85 | |

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.

APP 009970

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 | | | | |
|-------------------------|---|----------------------|------------|--|--|
| Aubil Bun | 3/25/15 | Rene Berm | 03/25/2015 | | |
| Customer's Signature | Date | Its Authorized Agent | Date | | |
| Co-Borrower's Signature | | | | | |

Customer Application

| B 1/23/15 | Per | rsonal informa | tion | | | |
|---|---------------------|---------------------------|--------------------|----------------------|------------------|----------------------|
| Date 29-14 5 | | | | | | |
| Last Name BROWN | First Name 2 | ICHAR | | Middle | Name A/ | en |
| H | | | | | | |
| Best time to call? | | you prefer that we call? | | | A. O W. | |
| | 1 | | | ····· | | |
| Physical Address (Street Number & Name) 75 75 050 Blanca F. | d. | | | | Apt # | 173 |
| City Las Vegus | | State NV | Zip 8 | 9149 | County | 173 Clark |
| Mailing Address (if different from physical address) | | | | | | |
| City | | State | Zip | | | |
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| Етр | | | | | | |
| City | | | | | | |
| Wor | | | | | | |
| | | | Next Payday | Current and | Expected | Work Shift |
| Pay Frequency: (check one) 1st & 15th of month 115th & end of month | Y pionalty (| Q | | Gross Monthly A A | Gross Monthly | Troja Gran |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1 | | | , | income #15 | Obligatio | |
| □ Self-Employed | ,, | | 1-16-15 | \$6400 | ns 2400 | |
| *Alimony, child support or separate maintenan | ce income need not | be revealed if you do not | wish to have it co | nsidered as a | 1 S | ving this obligation |
| Alimony, child support, or separate maintenance Are you currently in bankruptcy? yes no | e received under: 🛛 | court order written a | greement 🗆 ora | l understandi | ng. | ynig uno oraigadon. |
| The year desirency in beautidapus; a year of the | | · | | | | |
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Co-Applicant Information

| Date | State Issued ID Nun | nber Date | of Birth | - 1 | Social Security | /# | | |
|---|--|----------------------------------|------------------------|---------------------|---|---------------------|--------------------|-----------|
| Last Name | First Name | | | 1 | Middle Name | | | |
| Home Phone | Cell Phone [†] | | | 1 | Email Address | (optional)†† | | \dashv |
| Best time to call? | | er do you prefe Phone 🗅 C | r that we ell Phone | | | | | |
| | | | | | | | | |
| Physical Address (street Number & Name) | | | | | Apt i | # | | |
| City | | State | Zir |) | County | | | |
| Mailing Address (If different from physical address) | ······································ | | | | <u>. •</u> | | | |
| City | | Sta | te Zir | | | | | |
| Employer * (Source of Income) | | Employer Ad | dress (Stre | et Numbe | er & Name) | | | |
| City | State | e e | | Zip | Time at | Job? | | |
| Work Phone # | Job Title | | Super | visor | · ··· - · · · · · · · · · · · · · · · · | | | \exists |
| Pay Frequency: (check one) | | | Next Pa | ayday | | nd Expected | Work Shift | |
| ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biwee | kly (every 2 weeks) | | 1 | | Gross Monthly | Gross Monthly | | |
| ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) | | } | | | Income | Obligations | | |
| □ Self-Employed | | | | | \$ | \$ | | |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | need not be revealed under. a court order | if you do not with a written agn | sh to hav ement | e it cons o orat | sidered as a t understandin | basis for repaying. | g this obligation. | |
| How did you hear about us? (Circle one.) | | | | | | | | |
| Friend/Referral Name of referrer? | Saw St | one | Televisio | n | Yellow P | ages | Repeat Custome | A |
| Internet Billboard | Postcard | | Other: | | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

Notice. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, www.fbc.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-Billey 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 retain, for future EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain

ROA 1998680

†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.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 https://www.adr.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 https://www.adr.com, administrative, hearing and arbitration. 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

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

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 including the personal references.

| expected gross monthly income and obligations. You agree that you months relating to (i) your employment or source of income, and (ii) agree that you have read and understood all the above statement | Callell and expected dross mounty moome and any |
|--|---|
| Ruh B w | 2/23/15 |
| Applicant Signature | Date |
| Co-Applicant Signature | Date |

Affidavit

| STATE OF NEVADA COUNTY OF <u>Clark</u> | |
|---|--|
| Title Loan Agreement No.: 12569-0152730 Date: 2-23-2015 | |
| Customer Name: Richard Brown Address: 7545 Oso Blanca Rd Unit 2173 Las Vegas, NV 89149 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: 8414 Farm Road Suite 130 Las Vegas, NV 89131 |
| | r: Silver Year: 2007 Make: Toyota Model: FJ Cruiser |
| | ant," customer," "you" and "your" mean the customer who has signed it. The word x of Nevada, Inc. d/b/a Titlemax a provider of title loan services with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the a certificate of title or ownership issued pursuant to the laws of the State of Nevada that are document issued pursuant to the laws of another jurisdiction. |
| Pursuant to N.R.S. 604A.450-1, we have evaluated your application information regarding current and | d the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed dexpected income, obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required t true and correct information concerning the custo customer has the ability to repay the title loan. | to give us an affidavit which states: (a) The customer has provided the licensee with omer's income, obligations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Richard Brown, being fir | est duly sworn, states as follows: |
| You have provided us with true and co the vehicle; and | orrect information concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title | loan. |
| FURTHE | ER, AFFIANT SAYETH NOT. |
| Customer Si | ignature: Nuch Su |
| Co-Borrower | |
| | |

STATE OF NEVAD

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATION FRIENDS

MODEL MAKE

VEHICLE BODY

TITLE NUMBER

JTEBU11F070062753 DATE ISSUED

2007 ODOMETER MILES

TOYT

TOYT FJ CRULSER TAW NV FUELTYPE SALES TAX PD EMPTY WIT GROSS WIT

NV007622048

03/13/2015 VEHICLE COLOR

ODOMETER BRAND ACTUAL MILES G

4290 BRANDS

Recod Starks

OWNER(S) NAME AND ADDRESS

GOLDMAN-BROWN JILLIAN L

BROWN RICHARD A

7905 HORN BEAM CT

LAS VEGAS NV 89131-8275

LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX

8414 FARM RD STE 130

LAS VEGAS NV 89131-8172

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

SIGNATURE OF AUTHORIZED AGENT

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 WAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby cardiles the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Printed Full Legal Name of Buyer

Nevada Criver's License Number or Identification Number

ODOMETER READING

Signature of Seller(s)/Agent/Dealership.

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

VP-2 (Rev. 8/10)

Printed Full Lagel No

CONTROL NO. 246552**9**(

THIS IS NOT A HELE NO.

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

ROA 008684

Contact Information

2/23/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2007 Toyota FJ Cruiser 4D Utility 4WD

MSRP: \$23,700

VIN: JTEBU11F070062753

Adj. State: National

Fin Adv: \$15,725

UVC: 2007900329

Mileage: 0

Equip Ret: \$29,440

MPG: 17/21

Mileage Cat: D

Tire Size: 265/70R17 Base HP: 239 @ 5200

Weight: 5570 Fuel Type: Gas

Cylinders: 6 Transmission: A

Taxable HP: 32.8

Wheelbase: 105.9

Drive Train: 4WD

Model Number: 4704

End of Term 0

End of Term 0 Mileage:

Months:

Price Includes: AT AC

Trade In Black Book values as of 2/23/2015

| X-CL | | Clean Average | | Rough | |
|---------|-----|---------------|----------|----------|--|
| Base | N/A | \$15,980 | \$14,180 | \$11,340 | |
| Options | N/A | \$0 | \$0 | \$0 | |
| Mileage | N/A | N/A | N/A | N/A | |
| Region | N/A | \$0 | \$0 | \$0 | |
| Total | N/A | \$15,980 | \$14,180 | \$11,340 | |

Retail Black Book values as of 2/23/2015

| er-work utdands and some our more or and a second | X-CL | Clean | Average | Rough |
|---|------|----------|----------|----------|
| Base | N/A | \$18,875 | \$16,650 | \$14,400 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$18,875 | \$16,650 | \$14,400 |

Residual Black Book values as of 2/23/2015

Black Book Add/Deducts

TRD Spc Ed Pkg +800 w/o Aluminum Wheels -225 w/o Auto Trans -750 w/o Power Mirror Pkg -375

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| | | YNEK-UL TITEROA | 08687 108687 |

Ability to Pay Summary

| Loan Number | |
|--|---------------|
| Customer Name | Rüchard Brown |
| Is Customer a Covered Borrower | No. |
| Requested Loan Amount | \$4,480.00 |
| Title Fee | \$20 |
| MLV Amount | 59.9/5 |
| Gross Monthly Income | \$7,400.00 |
| Current and Expected Monthly Obligations | \$2,400.00 |
| Other TitleMax Loan Payment | \$530.00 |
| Rate Match/Rate for Other TitleMax Loan | 9.99% |
| Add-On to Current Loan or Multi-Car | |
| Residual Monthly Income | \$4,470.00 |

| Tiers | | Rate |
|---------|----------|--------|
| 1.00.00 | 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

Residual Monthly Income

| | £20 11017 12010111 10121 21121 | | |
|---|---|-----|------------|
| _ | Income Based - Max. Loan Amount Inc. Title Fee | \$ | 10,020 |
| | Vehicle Value - Max. Loan Amount Inc. Title Fee | \$ | 9,995 |
| | Interest Rate | | 9.99% |
| | Max Cash to Customer Amount | \$ | 9,975.00 |
| Γ | Actual Cash to Customer Amount | .\$ | 4,480.00 |
| | Title Fee Amount | \$ | 20 |
| | Total Loan Amount | \$ | 4,500 |
| | Amortized Loan Payment | | \$924.02 |
| | Total Payback Amount | | \$6,468.14 |
| | Minimum Payment to Extend | | \$449.55 |
| | Grace Period Plan # of Months (0% Interest) | | 7 |
| | Grace Period Plan Payment (0%) | | \$642.86 |
| | | | |



| | Income Worksheet | |
|---|--|--|
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| | ***Employee@SerEnly*** | E et septembre de la companya de la La companya de la co |
| | ENDIOVER ASSESSMENT | The second of th |
| ncome | Description | Amount |
| inployment Gross Monthly Salary or Wages | | \$ 6400 |
| Part-Time Gross Monthly Salary or Wages | | \$ 6400 |
| Other/Expected Income | Description | Amount |
| Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ |
| Alimony or Child Support | | \$ |
| Other Income (Babysitting, Lawn care, etc. |): | \$ |
| Total Current/Expected Income | Part 1: Please add all income amounts and enter | +\$ 7400 |
| | amount here Part 2: Please add all monthly expenses and en | er -\$ 2400 |
| Total Monthly Expense Part 3: Net Monthly Income Total = Part 1 | amount here Total - Part 2 Total | |
| Subtract Total Expense from Total Income. The Net Required Residual Income. | t Monthly Income must be equal to or greater than the | =\$ 5000 ################################## |
| negunea nesiada mosine. | | |
| Applicant Name: Richard B | rown | |
| Tadov's dato: | | ***Springer_Use Only* |
| Today's date: 2/23 / 5 | | |

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| L | | | | Confidential | | | -15-2008 | Revised 10-15-2008 |
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| i | | | | | | | | |
| | | | | | | | PERIOD DEFERMENT \$3108.82 | GRACE PERIOD DEI |
| | | | | ÷. | | | 445 | NRS,604A,210 AND 445 |
| 1 | | NTS: | OTHER COMMENTS | EXCEPTIONS | VIOLATIONS/ TECHNICAL EXCEPTIONS/OTHER | VIOLATIONS | | |
| _i | ns - 90 days Are receipts filed? YES | Extensions: Title-6 add'l periods. D/D & High Int Loans - 90 days | How many times? | NO H | ded or renewed? | Has the loan been extended or renewed? | account? NO | Is the loan a collection account? |
| | nt to NRS 604A.410 (2f)? YES | er defaults, pursuan | IT plan if the custom | to a REPAYMEN | rtunity to enter int | 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)? | igreement include a disc | Does the written loan a |
| | | YES | 604A.410 (2e)? | oursuant to NRS | E-PAY the loan, I | Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? | ıgreement disclose the ri | Does the written loan a |
| .1 | | YES | 604A.410 (2d)? | pursuant to NRS | SCIND the loan, I | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? | agreement disclose the ri | Does the written loan a |
| | NO | to NRS 604A.445 (2)? | | additional period | for more than six | Has the title loan been extended for more than six additional periods, pursuant | | (Applies to Title Loans Only) NRS 604.445(2) |
| | | | | ays? NO | e loan exceed 30 d | Does the original term of the title loan exceed 30 days? | . ! | (Applies to Title Loans Only) NRS 6044.445(1) |
| | Fair Market Value: \$4,600.00 | NO | curing the loan? | of the vehicle se | fair market value | Does the loan amount exceed the fair market value of the vehicle securing the loan? | | (Applies to Title Loans Only) NRS 604A.450(1) |
| | N/A | | | ed 35 days? | of the HIL not exce | Does the original term of the HIL not exceed 35 days? | (Applies High-Int Loans) NRS 604A.408(1) | (Applies Hig |
| | | monthly income? | ower's expected gross | 25% of the born | nt amount exceed | Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? | (Applies to High-Interest Loans Only) NRS 6044.425(1b) | (Applies to High-In |
| - | | | ? | ot exceed 35 days | f the D/D Loan no | Does the original term of the D/D Loan not exceed 35 days? | (Applies to D/D Loans) NRS 604A.408(1) | (Applies to |
| ! | N/A | | s expected gross mon | of the customer | t loan exceed 25% | Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? | red Deposit Only) 4.425(1a) | (Applies to Deferred Deposit Only) NRS 604A.425(Ia) |
| | 1 | ☐ Affid | ed? YES Paystub | r's income verifie | Was the borrower's income verified? | income? \$1,600 | What is the borrower's expected gross monthly income? | What is the borrower's |
| - | If secured by a vehicle title, is it filed and perfected? | If secured by a vehi | | LLE SL | CADILLAC SEVI | If so, what is the collateral? 2002 CADILLAC SEVILLE SL | YES If so, wha | Is the loan secured? |
| · | P | Purpose of loan: N/A | Purpo | Title Loans | High-Int Loans 🔲 | ☐ High | Deferred Deposit | Loan Type: |
| | 1 206.71% YES P | 862.55/862.54 | 7 | \$1,113.45 | 7/2/2015 | \$1,420.00 | 12/4/2014 | 12569-0138894 |
| RC | APR Quoted Is the APR corr | Amount | Payments | Finance Charge | Maturity Date | Amount of Loan | Origination Date | Account Number |
| DA C | Examiner: EC/DV | Daymant | | | | C C C C C C C C C C C C C C C C C C C | CASEY TAYLOR | Borrower Name & Address: |
| 086 | Exam as of: 5/15/2015 | Exa | | 131 | VEGAS, NV-89 | Licensee Address: 8414 WEST FARM ROAD, STE. 130, LAS VEGAS, NV 89131 | 8414 WEST FARM R | Licensee Address: |
| 91 | Exam Start Date: 5/15/2015 | Ex | | | EMAX | me & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX | TITLEMAX OF NEV | Licensee Name & DBA: |
| | | | SHEET | VIEW WORK | 604A LOAN REVIEW WORKSHEET | 6(| | |

Title Loan Agreement

Number: 12569-0138894 Date: 12/4/2014 ACCOUNT NUMBER: 12569-0138894 Customer & Co-Customer Information CO-CUSTOMER LAST NAME CO-CUSTOMER FIRST NAME LAST NAME FIRST NAME Taylor Garv Taylor Casey CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. CO-CUSTOMER SSN NO CO-CUSTOMER STREET ADDRESS STREET ADDRESS 5733 Heatherwood Street 5733 Heatherwood St CO-CUSTOMER ZIP CODE CO-CUSTOMER STATE CO-CUSTOMER CITY ZIP CODE STATE City ΝV 89149 Las Vegas Las Vegas NV 89149 CO-CUSTOMER DATE OF BIRTH CO-CUSTOMER HOME PHONE LICENSEE'S HOURS OF OPERATION: Motor Vehicle & Licensee Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday Information

LICENSEE PHONE NUMBER

9610

VEHICLE MODEL

Seville

(702)560-6264

LICENSEE NAME

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

VEHICLE IDENTIFICATION NUMBER (VIN)

VEHICLE MAKE

LICENSEE STREET ADDRESS

8414 West Farm Road, Ste 130

1G6KS54Y22U192407

VEHICLE YEAR

Cadillac 2002 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 Terms. 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.

COLOR

Maroon

LICENSEE CITY

Las Vegas

LICENSE PLATE

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$1,420.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until 07/02/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

LICENSEE ZIP CODE

89131

LICENSEE STATE

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

FINANCE CHARGE

\$1,113.45

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

\$1,420.00

\$2,533.45

206.7129 %

| Your payment schedule will be: | | |
|--------------------------------|--------------------|--------------------------------------|
| Number of Payments | Amount of Payments | When Payments are Due |
| 6 | \$361.92 | 1/3/2015 and each 30 days thereafter |
| 1 | \$361.93 | 7/2/2015 |
| | | |

Security:

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

Filing Fee:

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: 2. Amount paid on your account: 3. Amount paid to public officials: | \$1,420.00 \$1,400.00 \$0.00 \$20.00 \$0.00 |
|---|---|
| Amount paid to on your behalf: | \$0.00 |

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

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.

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 entening 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.

he loan, we must offer a Repayment Plan to yo Repayment Plan Disclosure: If you default process of alternative dispute resolution, or perore we repossesses the Motor Vehicle.

fore we commence any civil action or

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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 offening 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 remedies. Our rights herein are cumulative, not exclusive.

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Governing Law and Assignment. 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 overtums 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 ansing from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

- to this Arbitration Provision: 2. You acknowledge and agree that by entent
 - (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD
 - (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, definue, 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 efits you, your respective heirs, successors and as s. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in all 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 <u>only</u> 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/aTitleMax

Custemer's Signature

Co-Customer's Signature

4/12/14

Date

Its Authorized Age

Date

| Customer Reveipt | /Repaymen | t Plan Recupt (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 01/03/2015 01:43:50 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | ! | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$242.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.74 | |
| INTEREST PAID: | \$241.26 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | · |
| TOTAL AMOUNT PAID TODAY: | \$242.00 | |
| BALANCE DUE ON LOAN: | \$1,419.26 | |
| NEXT SCHEDULED DUE DATE: | 2/2/2015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | I. By signing below, | you acknowledge that upon repayment in full, we returned the |
| □ Repayment Plan Agreement. | | |
| Grace Period Plan Agreement. | | |
| Acknowledgments. By signing below, you a represent that the information previously provided the provided that the information previously provided the provided that the information previously provided the provided that the prov | acknowledge that the vided on the Covere | ne payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Printed Name | Signature | Jacker 1 |

Customer Re ipt/Repayment Plan Rec t (210 day loan)

| o do to mon i no conp | | |
|--|----------------------------|--|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 04/23/2015 10:36:22 AM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$150.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$150.00 | · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$150.00 | |
| BALANCE DUE ON LOAN: | \$1,671.01 | |
| NEXT SCHEDULED DUE DATE: | 4/3/2015 | |
| Vehicle's Title to you. Repayment Plan Agreement. Grace Period Plan Agreement. Acknowledgments. By signing below, you a | acknowledge that th | you acknowledge that upon repayment in full, we returned the e payment information noted above is accurate. You further described Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

| Customer Re. Jipt | /Repaymen | t Plan Reccipt (210 day loan) |
|---|--|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 03/13/2015 12:51:31 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | · |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$241.13 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$241.13 | · |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$241.13 | |
| BALANCE DUE ON LOAN: | <u>\$1,491.47</u> | |
| NEXT SCHEDULED DUE DATE: | <u>4/3/2015</u> | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | II. By signing below | , you acknowledge that upon repayment in full, we returned the |
| □ Repayment Plan Agreement. | | |
| ☐ Grace Period Plan Agreement. | | |
| Acknowledgments. By signing below, you represent that the information previously pro- | acknowledge that the cover | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |
| Printed Name | Signature | |

| 0 | /Panayman | t Plan Receip. (210 day loan) |
|--|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | | PAYMENT MADE ON BEHALF OF OR BY: Casey Taylor |
| LOAN AGREEMENT IDENTIFICATION NO. 12569-0138894 | | DATE/TIME OF RECEIPT OF PAYMENT: 02/06/2015 12:28:01 PM |
| LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM | | |
| If you have multiple loans, this payment was loan number identified above. | | |
| AMOUNT PAID: \$241.26 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$241.26 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$241.26 | |
| BALANCE DUE ON LOAN: | \$1,451.28 | |
| NEXT SCHEDULED DUE DATE: | 3/4/2015 | |
| Vehicle's Title to you. ☐ Repayment Plan Agreement. ☐ Grace Period Plan Agreement. | | , you acknowledge that upon repayment in full, we returned the |
| Acknowledgments. By signing below, you represent that the information previously pro | acknowledge that t | he payment information noted above is accurate. You further ed Borrower Identification Statement is still accurate. |

 $\mathop{APP\ }_{\mathsf{ROA\ }008700}09994$

Customer Receipt/Repayment Plan Receipt (210 day loan) PAYMENT MADE ON BEHALF OF OR BY: NAME AND ADDRESS OF THE LICENSEE: Casey Taylor Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 DATE/TIME OF RECEIPT OF PAYMENT: LOAN AGREEMENT IDENTIFICATION NO. 05/09/2015 12:32:31 PM 12569-0138894

LOAN AGREEMENT DATE: 12/4/2014 1:29:43 PM

If you have multiple loans, this payment was applied to the

loan number identified above.

AMOUNT PAID: \$92.00

AGENT RECEIVING PAYMENT:

Rene Bernier

| | DAVISENT | ITEMIZATION |
|--------|----------|-------------|
| TODAYS | PATMENI | |
| , ••• | | |

PRINCIPAL PAID:

\$0.00

INTEREST PAID:

CHARGES PAID:

FEES PAID:

TOTAL AMOUNT PAID TODAY:

BALANCE DUE ON LOAN:

NEXT SCHEDULED DUE DATE:

- Account paid in full by rescission. \Box
- Account paid in full.
- Title Returned Upon Payment in Full. Vehicle's Title to vou.
- Repayment Plan Agreement.
- Grace Period Plan Agreement. \Box

Receipt not

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for towns for

Thank you,

ayment in full, we returned the

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.

Signature Printed Name

APP 009995

TitleMax of Nevada, Inc. d/b/a **TitleMax** 8414 Farm Rd Suite 130 Las Vegas, NV 89131

(702)560-6264

Gary Taylor

Casey Taylor 9610 S. Eastern Ave Suite 107 #144 04/15/2015

9610 S. Eastern Ave Suite 107 #144

ertificate Of Mailing

Las Vegas, NV 89123

4FARMRD SUITE 130

SVEGASNV 8913

Las Vegas, NV 89123 Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

On 12/04/2014you entered a Title Loar d/b/aTitleMax and, if applicable, on 01 Agreement with TitleMax of Nevada, It on your payment obligations under the Payments Deferment Agreement. Bef repossessing the Vehicle, we are offer THE TITLE LOAN AGREEMENT TO E

You have the opportunity to enter in the Date of Default.

To enter into a Repayment Plan you m location in which you signed the Loan Deferment Agreement; (2) read and sig payment of \$365.90 is \$1,829.30

PS Form 3817, April 2007 PSN 7530-02-000-9065 The total of You made the renowing payment(s) on the loan:

UNITED STATES

Amount \$ 242.00 Date:01/03/2015 Amount \$241.26 Date: 02/06/2015 Amount \$241.13 Date: 03/13/2015

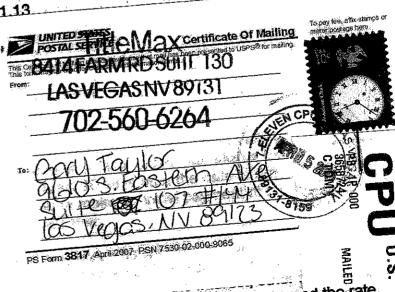
Amoul Date: Amoul Date: Amoul Date:

The total amount due if you enter into a l \$<u>365.90</u>

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

If you enter into a Repayment Plan, we w as an incident to or as a condition of ente

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,



009996 ROA 008702 collection fees, transaction fees, negotiation fees, handling fees, pressing 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 u | JS. |
|---|-----|
| - IGASC TOTALITY SE | |
| Sincerely, | |
| New do inc d/b/a | |
| General Manager, TitleMax of Nevada, Inc. d/b/a | |
| | |

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

(1) The amount of the debt is \$1,829.30 ; (2) TitleMax of Nevada, lnc. d/b/aTitleMax 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 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 debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a debt, or any portion thereof, is disputed, we will obtain verification or judgment will be mailed to the you by us; 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.

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 12569-0138894

Customer Name: Casey Taylor Address:

5733 Heatherwood St Las Vegas, NV 89149

Co-Borrower Name: Gary Taylor Address: 5733 Heatherwood Street Las Vegas, NV 89149 Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2002 Cadillac Seville 1G6KS54Y22U192407

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 12/04/2014 ("Loan Agreement.")
Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065. Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

Grace Period Payments Deferment. In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you 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 | \$241.26 | 1/3/2015 |
| 2 | \$241.26 | 2/2/2015 |
| 3 | \$241.26 | 3/4/2015 |
| 4 | \$241.26 | 4/3/2015 |
| 5 | \$241.26 | 5/3/2015 |
| 6 | \$241.26 | 6/2/2015 |
| 7 | \$241.26 | 7/2/2015 |
| 8 | \$202.86 | 8/1/2015 |
| 9 | \$202.86 | 8/31/2015 |
| 10 | \$202.86 | 9/30/2015 |
| 11 | \$202.86 | 10/30/2015 |
| 12 | \$202.86 | 11/29/2015 |
| 13 | \$202.86 | 12/29/2015 |
| 14 | \$202.84 | 1/28/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | | |

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 entening 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 Accruai. 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.

APP 010000

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

ts Authorized Age

Co-Borrower's Signature

Date

Customer Application

Personal Information Email Address (optional)†† Which number do you prefer that we call? Cell Phone Home Phone 89149 State V Vegas Mailing Address (if different from physical address) State City Source of Income Employer Address (Street Number & Name) Gross Gross Monthly Monthly □ 1 = & 15th of month □ 15th & end of month Biweekty (every 2 weeks) Obligatio Income ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☐ 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:

court order

written agreement

oral understanding. Are you currently in bankruptcy? u yes Credit References Zip State City 🖫 Address (Street Number & Name) **Personal References**

| | Co-Applicant Information | on | the state of the s | 210 |
|--|--|---------------------------|--|----------------------|
| | State Issued ID Number | Nituan | EUGENE_ | |
| e 04DEC 2014 | First Name GAR 9 | . Email | NTT | , |
| st Name TAY LOK | Cell Pho | | | |
| me Phone | Which number do you prefer | that we call? Il Phone | | |
| st time to call? | | | Apt# | |
| ysical Address (Street Number & Name) 5733 H | EATHERWOOD STRE | | , | ARK |
| LAS VEGAS | 1,1 | | | |
| ailing Address (if different from physical address) | | ate Zip | | |
| ity | l Employer A | ddress (Street Number & | § Name) | |
| Emplo | | | | |
| Work | | Next rayou) | Gross Gross Monthly Monthly | |
| Pay Frequency: (check one) □ 1 st & 15 th of month □ 15 th & end of month ★B | tiweekly (every 2 weeks) | II TH | Income Obligations | |
| - Wooldy D Monthly (last do) | | turish to have it cor | Jee a basis for repa) | ing this obligation. |
| □ 1 * & 15 * of month □ 15 * a choose the last day) □ Monthly (1 * o Self-Employed *Alimony, child support or separate maintenance in the last day the last day of the last | come need not be revealed if you do no | agreement a ora | understanding. | |
| Are you currently in bankruptcy? yes Are you currently in bankruptcy? Yes Are you currently in bankruptcy? Circle one.) | Saw Store | Television | Yellow Pages | Repeat Custome |
| Friend/Referral Name of referrer? | | Other: | | |
| WESSITE Internet Billion | | TUIS CUSTON | IER APPLICATION | |

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 sex, manual status, age (provided the applicant has the capacity to enter into a unruing contract), because all or part of the applicants income centres 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 assistance program, or necessarily make the expension of the rederal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, www.ftc.gov. compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

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 uniserit in the use and acceptance of electronic records, and electronic disclosures. This consent in containing to the containing the contai 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-Billey Act, and unscrusures or morrors under state or rederal law, including mose pulsuant to the Equal Credit Opportunity Act, Indum in Lending Act, chairin-Leadin-Onley Act, and other disclosures or notices under applicable federal, state or local laws or ragulations, 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 Consent only applies to entails we sent and receive. Too consent to electronically receiving disclosures reading to utansactions, accounts, and other entails 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 internet chowser that meets the ronowing minimum requirements, microsome internet exports of or later versions or mozina rineral z.o 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 specific internet prowser must also support at least 120-bit encryption. To read some documents, you will need a FDF life reader like Addoctor or long-term 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 these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. wese requirements charge and a material risk arises that you worm receive discussives electronically, we will hopey you. Too 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, as a disk drive, to retain, download, or print the Disclosures. storage, sources a disk drive, to retain, download, or print the bisclosures. Too may withdraw roun consent at any unite. In you want to withdrawal roun consent, such withdrawal will not affect 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 sournit a request amongs are man any email we serio, or write to me address round in this disclosure. If you windraw it out consent, such windrawa win not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you are 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 ECODAGE AND DESCRIPTION ABOVE THE DESIGNATED ECODAGE AND DESCRIPTION ABOVE. THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONDUCTOR TO TAKE COND 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 I'U TUU IN ELECTRONIC FURM, (4) CONSENT TO DUING BUSINESS WITH US ELECTRONICALLY, AND (3) MAY REQUEST A FAFER COFT 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.

tCellular 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

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

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 leave messages on any answering machine at your phone numbers above. release of minormation. The authorize us to verify all of the minormation from third party source(s). You further authorize and consent that we may contact any person of current credit or payment history information from third party source(s). 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

Credit Inquiries and Reporting Authorization. By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and

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 other credit reporting agencies or companies. 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 provision and governs the resolution of disputes. However, if you do not enter into a costonier agreement with us, then this aroundout provision governs the resolution of disputes. You agree that YOU ARE WANNING 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.iamsadr.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 arbitrator. The arbitrator arbitrator are arbitrators are arbitrators are arbitrators are arbitrators. 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 WARRING. This type of mansaction is only menueu to address short-term, not introduced in the type of transaction. Other forms of short-term credit that financial hardships. You should evaluate the costs and benefits of all atternatives before entering into this type of transaction. Other forms of short-term credit that minancial manuships. For should evaluate the costs and behavior of the first state of the

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

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 us. 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 $010004^{\mathsf{Page}\,3\,\mathsf{of}\,4}$

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

Affidavit

STATE OF NEVADA COUNTY OF Clark

Title Loan Agreement No.: 13569-01388941
Date: 12-4-2014

Customer Name: Casey Taylor

Address: 5733 Heatherwood Street

Las Vegas, NV 89149

Co-Borrower Name: Gary Taylor Address:

5733 Heatherwood Street

Las Vegas, NV 89149

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

8414 Farm Road Suite 130

Las Vegas, NV 89131

Make: Cadillac Model: Seville

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words a provider of title loan services, a provider of title loan se venicle meaning above. The word True means a ceruncate of the or ownership issued pursuant to the laws of another jurisdiction. 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, Casey Taylor, Gary Taylor, being first duly sworn, states as follows:

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

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: _________

Co-Borrower Signature:

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

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Contact Information

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2002 Cadillac Seville SLS 4D Sedan

MSRP: \$44,399

Fin Adv: \$2,575

Equip Ret: \$47,284

Tire Size: 235/60R16 Base HP: 275 @ 5600

Taxable HP: 42.9

Model Number: 6KS69 Price Includes: AT AC EW ES VIN: 1G6KS54Y22U192407

UVC: 2002140023

MPG: 17/26

Weight: 3986 Fuel Type: Gas

Wheelbase: 112.2

End of Term 0

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Adj. State: National

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Transmission: A

Drive Train: FWD

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Trade In Black Book values as of 12/4/2014

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| F== | N/A | \$0 | \$0 | \$0 |
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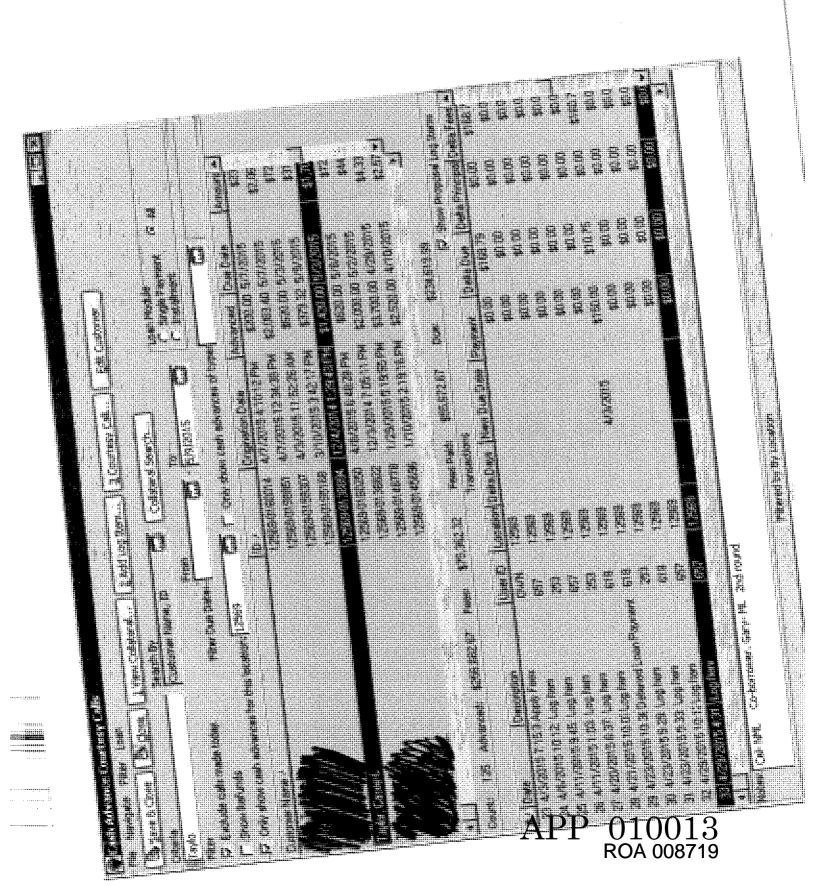
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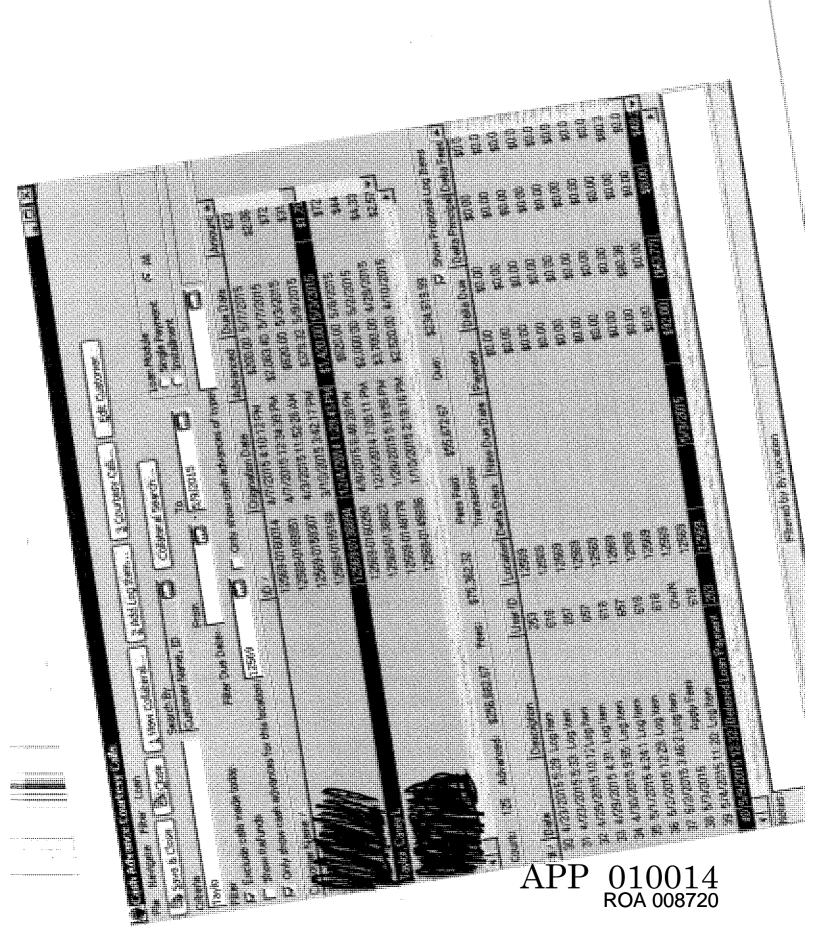
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| Gross Monthly Salary or Wages | | \$ |
| Time Gross Monthly San | Description | \$ |
| Other/Expected Income Gross Bonus or Commission | | \$ |
| Social Security/ Disability | | \$ |
| Gross Pension/Retirement | | \$ |
| Unemployment | | \$ 1600.00 |
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| at a Income (Babysitting, Laving) | Part 1: Please add all months Part 2: Please add all months out here | y expenses and enter -\$ 700.00 |
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| Ability to Pay Summary | V 19569-0138694 Casey Taylor |
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| Loan Number | \$1,400.00 |
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| and a Code ed | 51,400 |
| Requested Loan Amount | and the second s |
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| MLV Amount | \$700.00 |
| | ≤n.00 |
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| Other TitleMax Loan | |
| Rate Match/Rate for Out- Add-On to Current Loan or Multi-Car | \$900.00 |
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| Vehicle Value - IV. | \$ | 1,400.00 |
| Interest Rate | \$ | 20 |
| Max Cash to Customer Amount Actual Cash to Customer Amount | - \$ | 1,420 |
| Actual Cash | \$ | |
| Title Fee Amount | | |
| Total Loan Amount | | \$361.92 |
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| Amortized Loan Payment | | \$241.26 |
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| | | | | | OMMENTS: | | EXCEPTIONS/ OTHER C | L EXCEI | ECHNICA | VIOLATIONS/ TECHNICAL | VIO | | | | |
| | YES | Are receipts filed? | | Extensions: Tile-6 add'l periods; D/D & High Int Loans - 90 days | 0 EA | How many times? | How | ? NO | or renewed | Has the loan been extended or renewed? | Has the loan | NO | n account? | Is the loan a collection account? | Is the loa |
| . – | | 110 (2f)? YES | 9 NRS 604A.4 | customer defaults, pursuant to NRS 604A.410 (2f)? | tomer defa | olan if the cus | 'AYMENT p | into a REI | nity to enter | Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the | osure regardii | clude a discl | agreement in | written loan | Does the |
| , | | | | YES | | A.410 (2e)? | the loan, pursuant to NRS 604A.410 (2e)? | n, pursuan | PAY the loa | Does the written loan agreement disclose the right of the customer to PRE-PAY | tht of the cust | sclose the rig | agreement di | written loan | Does the |
| - | | | | YES | | 14.410 (24)? | t to NRS 604 | n, pursuan | IND the loa | Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2a | ht of the cust | sclose the rig | agreement di | written loan | Does the |
| | | | NO | 45 (2)? | NRS 604A.445 (2)? | ursuant to NF | al periods, p | ix addition | more than s | Has the title loan been extended for more than six additional periods, pursuant to | title loan bee | Has the | (Applies to Title Loans Only) NRS 60A.445(2) | olies to Title Loa NRS 60A.445(2) | (Api |
| | | | | | | - | NO | 0 days? |)an exceed 3 | Does the original term of the title loan exceed 30 days? | e original terr | | (Applies to Title Loans Only) NRS 604A.445(1) | olies to Title Loa NRS 604A.445(1) | (App |
| | \$31,955.00 | | Fair Market Value | NO Fai | | ing the loan? | /ehicle securi | lue of the v | uir market va | Does the loan amount exceed the fair market value of the vehicle securing the lo | e loan amoun | Does the | (Applies to Title Loans Only) NRS 604A.450(1) | olies to Title Loa NRS 604A.450(L | (Apj |
| | | | N/A | | | , | lays? | xceed 35 d | he HIL not 6 | Does the original term of the HIL not exceed 35 days? | Does the orig | | (Applies High-Int Loans) NRS 604A.408(1) | (Applies Hi NRS 66 | |
| | | pira- | N/A | ed gross monthly income? | gross mont | | f the borrowe | eed 25% of | amount exc | Does the monthly payment amount exceed 25% of the borrower's expec | Does the mon | | (Applies to High-Interest Loans Only) NRS 604A.425(1b) | lies to High-l | (App |
| | | | N/A | - | | | d 35 days? | 1 not excee | he D/D Loai | Does the original term of the D/D Loan not exceed 35 days? | Does the <i>orig</i> | | (Applies to D/D Loans) NRS 604A.408(1) | (Applies to | |
| | | | N/A | ncome? | gross monthly income? | xpected gross | customer's ex | 5% of the | oan exceed 2 | Does the deferred deposit loan exceed 25% of the customer's expected | Does the defe | | (Applies to Deferred Deposit Only) NRS 604A.425(1a) | plies to Defe | (Ap |
| | | T. | ☑ Other: | ☐ Affidavit | Paystub | YES 1 | Was the borrower's income verified? | wer's inco | Vas the borro | \$6,500 V | ncome? | oss monthly i | What is the borrower's expected gross monthly income? | he borrower's | What is t |
| | A | If secured by a vehicle title, is it filed and perfected? | e title, is it fil | ured by a vehicl | · If sec | | | 0 | FINITI QX6 | If so, what is the collateral? 2014 INFINITI QX60 | t is the collate | If so, wha | YES | Is the loan secured? | Is the loa |
| | P | - | | loan: N/A | Purpose of loan: N/A | F | Title Loans | Tit | High-Int Loans | . High-Ir | | Deferred Deposit | Deferr | pe: | Loan Type |
| | \mathbf{P} | YES | 170.21% | 361.92/361.93 | 1.0 | 7 | \$2,337.84 | | 8/27/2015 |).00 | \$3,700.00 | 1/29/2015 | 1/29, | 12569-0148778 | 12569 |
| RC | UEL | APR Quoted Is the APR correc | APR Quote | Amount | er of | Total Number Payments | Finance Charge | | Maturity Date | | Amount of Loan | Origination Date | Originat | Account Number | Accou |
| ΔAC | 10 | ΔΛ | Examiner: EC/DV | | | | | | | | | OLIVER | è :: THOMAS OLIVER | Borrower Name & Address: | Borro |
| 0087 | 01 | /2015 | Exam as of: 5/15/2015 | Exam | | | | NV 89131 | VEGAS, NV | 130, LAS | STE. | WEST FARM ROAD, | 8414 | Licensee Address: | Licen |
| 24 | 8_ | /2015 | Exam Start Date: <u>5/15/2015</u> | Ехаі | | | | | 1AX | TITLEMAX OF NEVADA INC DBA TITLEMAX | ADA INC I | X OF NEV | | Licensee Name & DBA: | Licer |
| | | | | | | HEET | 604A LOAN REVIEW WORKSHEET | REVIEW | A LOAN | 604 | | | 100 | | |

Title Loan Agreement

1/29/2015 Date:

VEHICLE YEAR

2014

Number: 12569-0148778 12569-0148778 **Customer & Co-Customer Information** ACCOUNT NUMBER: CO-CUSTOMER LAST NAME CO-CUSTOMER FIRST NAME LAST NAME FIRST NAME Thomas Oliver CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. CO-CUSTOMER SSN CO-CUSTOMER STREET ADDRESS STREET ADDRESS 10151 Dorrell Lane #3114 CO-CUSTOMER ZIP CODE CO-CUSTOMER CITY CO-CUSTOMER STATE ZIP CODE STATE 89166 Las Vegas NV CO-CUSTOMER HOME PHONE CO-CUSTOMER DATE OF BIRTH LICENSEES HOURS OF OPERATION: MOTOR VENICIE & LICENSEE Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday Information LICENSEE PHONE NUMBER LICENSEE NAME (702)560-6264 TitleMax of Nevada, Inc. d/b/a TitleMax LICENSEE ZIP CODE LICENSEE STATE LICENSEE CITY LICENSEE STREET ADDRESS 8414 West Farm Road, Ste 130 Las Vegas LICENSE PLATE VEHICLE IDENTIFICATION NUMBER (VIN) LV MOT9 5N1AL0MN8EC528887

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.

VEHICLE MODEL

QX60

VEHICLE MAKE

Infiniti

COLOR

Black

The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise Term, Principal, Interest, Charges and Payment. agreed in writing \$3,700.00 ("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 08/27/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSUR

ANNUAL PERCENTAGE RATE

The cost of your credit as a vearly rate.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

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

Total of Payments

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

\$3,700.00 \$6.037.84

170.2129 %

\$2,337.84

| Number of Payments | Amount of Payments | When Payments are Due |
|--------------------|--------------------|---------------------------------------|
| 6 | \$862.55 | 2/28/2015 and each 30 days thereafter |
| 1 | \$862.54 | 8/27/2015 |

Security:

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

Filing Fee:

\$ 0.00

Prepayment:

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

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

| Itemization of Amount Financed of | \$3,700.00 |
|-------------------------------------|------------|
| Amount given to you directly: | \$3,700.00 |
| 2. Amount paid on your account: | \$0.00 |
| 3. Amount paid to public officials: | \$ 0.00 |
| Amount paid to on your behalf: | \$0.00 |

We use the simple interest method to calculate the interest. We Calculation of Interest, Application of Payments and Security Interest. 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.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, Right to Rescind and Prepayment. 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.

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

Repayment Plan Disclosure: If you defate the loan, we must offer a Repayment Plan to process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

before we commence any civil action or

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.

You will be in default and entitled to enter into a Repayment Plan on the day Default, Acceleration, Repossession, and Post-Default Interest. 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 attomey 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.

 $\underset{\text{ROA 008727}_{\text{Page 3 cf 5}}}{010021}$

- 2. You acknowledge and agree that by ent(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 <u>Paragraph 6</u> below, all disputes including any Representative Claims against us and/or related third parties <u>shall</u> be resolved by binding arbitration <u>only</u> 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 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 proc
- 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 a enefits you, your respective heirs, successors and ans. 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 <u>only</u> 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/aTitleMax

Customer's Signature

Co-Customer's Signature

Its Authorized

 $^{
m PP}_{^{4.5368}}$ $^{
m ROA}$ $^{
m 008729}$

Customer RCeipt/Repayment Plan Receipt (210 day loan

| - Customer IX Jerp | unepaymen | it Flan Receipt (2 to day loan) |
|---|-------------------------------|---|
| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | <u>-</u> | PAYMENT MADE ON BEHALF OF OR BY: Oliver Thomas |
| LOAN AGREEMENT IDENTIFICATION NO 12569-0148778 | | DATE/TIME OF RECEIPT OF PAYMENT: 05/06/2015 06:17:02 PM |
| LOAN AGREEMENT DATE: 1/29/2015 5:19:55 PM | | |
| If you have multiple loans, this payment was loan number identified above. | applied to the | |
| AMOUNT PAID: \$520.00 | AGENT RECEIVI Rene Bernier | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$520.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$520.00 | |
| BALANCE DUE ON LOAN: | \$4,333.67 | |
| NEXT SCHEDULED DUE DATE: | 4/29/2015 | |
| □ Account paid in full by rescission. □ Account paid in full. □ Title Returned Upon Payment in Full Vehicle's Title to you. | . By signing below, | you acknowledge that upon repayment in full, we returned the |
| Repayment Plan Agreement. | | |
| ☐ Grace Period Plan Agreement. | | |
| | | e payment information noted above is accurate. You further d Borrower Identification Statement is still accurate. |
| ************************************** | · — | 5 |
| Printed Name | Signature | |

Customer R€∋ipt/Repayment Plan Re€ pt (210 day loan)

| NAME AND ADDRESS OF THE LICENSEE Tm Las Vegas Nv #24 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 | : : | PAYMENT MADE ON BEHALF OF OR BY: Oliver Thomas |
|--|--|--|
| LOAN AGREEMENT IDENTIFICATION NO 12569-0148778 |). | DATE/TIME OF RECEIPT OF PAYMENT: 04/17/2015 12:00:00 AM |
| LOAN AGREEMENT DATE: 1/29/2015 5:19:55 PM | | |
| If you have multiple loans, this payment was loan number identified above. | s applied to the | |
| AMOUNT PAID: \$520.00 | AGENT RECEIVI Jake Vose | NG PAYMENT: |
| TODAY'S PAYMENT ITEMIZATION | <u> </u> | |
| PRINCIPAL PAID: | \$0.00 | |
| INTEREST PAID: | \$520.00 | |
| CHARGES PAID: | \$0.00 | |
| FEES PAID: | \$0.00 | |
| TOTAL AMOUNT PAID TODAY: | \$520.00 | |
| BALANCE DUE ON LOAN: | \$4,525.84 | |
| NEXT SCHEDULED DUE DATE: _ | 3/30/2015 | |
| | II. 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 represent that the information previously pro- | acknowledge that th vided on the Covere | e payment information noted above is accurate. You further debate Borrower Identification Statement is still accurate. |
| | | 9 |
| Printed Name | _ Signature | |

7029384800

APP 010025

Max of Nevada, Inc. d/b/a TitleMa 8414 West Farm Road, Ste 130 Las Vegas, NV 89131 (702)560-6264 3/11/2015

Oliver Thomas 10151 Dorrell Lane #3114 Las Vegas, NV 89166

Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

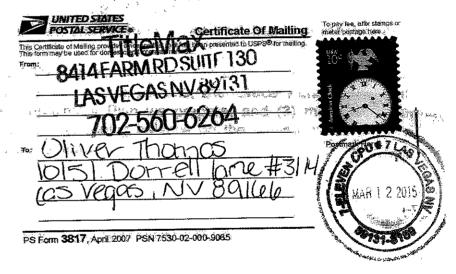
On 1/29/2015 5:19:55 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 3/1/2015 ("Date of Default") you defaulted on your 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 ReDefault.

To enter into a Repayment Plan you mus location in which you signed the Loan Deferment Agreement; (2) read and sign payment of \$881.49. The total of payme \$4,407.43. You made the following payme

Date:

Am



The total amount due if you enter into a Repayment Plan on or before 3/31/2015 will be \$881.49.

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

APP 010026

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

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

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

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

Sincerely,

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

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

(1) The amount of the debt is \$4,407.43; (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 010027 ROA,908733

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 04/17/2015

Account Number: 12569-0148778

Customer Name: Oliver Thomas

Address:

10151 Dorrell Lane #1029 Las Vegas, NV 89166

Co-Borrower Name:

Address:

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

Address: 8414 West Farm Road, Ste 130

Las Vegas, NV 89131

Vehicle Information: 2014 Infiniti QX60 5N1AL0MN8EC528887

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 01/29/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Penod" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Penod" 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 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.

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 | \$517.63 | 2/28/2015 |
| 2 | \$517.63 | 3/30/2015 |
| 3 | \$517.63 | 4/29/2015 |
| 4 | \$517.63 | 5/29/2015 |
| 5 | \$517.63 | 6/28/2015 |
| 6 | \$517.63 | 7/28/2015 |
| 7 | \$517.63 | 8/27/2015 |
| 8 | \$528.57 | 9/26/2015 |
| 9 | \$528.57 | 10/26/2015 |
| 10 | \$528.57 | 11/25/2015 |
| 11 | \$528.57 | 12/25/2015 |
| 12 | \$528.57 | 1/24/2016 |
| 13 | \$528.57 | 2/23/2016 |
| 14 | \$528.58 | 3/24/2016 |
| The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement: | \$7,323.41 | |

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 0.4663% 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.

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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, Manne Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

| | | LICENSEE: TitleMax of Mevada Inc. albla TitleMax |
|-------------------------|-------------------|--|
| Customer's Signature | 9//b/13 Date (| Its Authorized Agent Date |
| Co-Borrower's Signature | Date | |

Customer Application

| 1/29/15 | Personal Info | rmation | | : : |
|--|--|---|--|---|
| Date 2 / 2 / 1/ 0 | The state of the s | ate of Birth | Social Security# | 10000 |
| Last Name | First Name | Ì | Middle Name | . |
| THOMAS | First Name OUVER Cell Phone [†] | | Email Address (option | al) ^{††} |
| | Which number do you prefer that we | e cail? | | |
| ANY | □ Home Phone | e | - | |
| , | · | | | |
| Physical Address (Street Number & Name) | Dortell W | | Apt # 102 | 9 |
| City L | State NV | Zip 89/ | 66 County CI | ark |
| Mailing Address (if different from physical a | | | | : |
| City | State | Zip | | |
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| | Source of t | ucome | | |
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| | | Next Payday Cui | rent and Expected ss Gross | Work Shift |
| Pay Frequency: (check one) 1 1 4 & 15th of month: 1 15th & er | nd of month Biweekly (every 2 weeks) | | nthiy Monthly ome Obligatio | |
| □ Weekly □ Monthly (last day) □ | l Monthly (1 day) □ Monthly (3 day) | 101191 | ns ns | |
| ☐ Self-Employed | | 2/13/15 | \$1741 | |
| *Alimony, child support or separate | maintenance income need not be revealed if your maintenance received under: court order | ou do not wish to have it consideration agreement of oral u | dered as a basis for reparted as a basis for reparted in the second in t | paying this obligation. |
| Are you currently in bankruptcy? | yes Xno | | | |
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Co-Applicant Information

| Date | State Issued ID Number | Date of E | Birth | Social Securit | y# | | |
|---|---|-------------------------------|-----------------------|------------------------------------|---------------------------------|------------------|--|
| | First Name | | | Middle Name | | | |
| Last Name | First Name | | | | | | <u> </u> |
| Home Phone | Cell Phone† | | | Email Address | s (optional)†† | | |
| Best time to call? | Which number do | you prefer the | nat we call? Phone | | | | |
| | | | | | -44 | | |
| Physical Address (street Number & Name) | | | | Apt | # | | |
| City | | State | Zip | County | | | |
| Mailing Address (if different from physical address) | | | | | | | |
| City | | State | Zip | · | ; | | |
| Employer * (Source of Income) | E | nployer Addr | 955 (Street No | imber & Name) | : | | |
| City | State | | Ziţ | Time | at Job? | | |
| Work Phone # | Job Title | | Supervisor | | - | | |
| | | <u>_</u> | Next Payda | | and Expected | Work Shift | |
| Pay Frequency. (check one) □ 1 □ 4 □ 15 □ 6 month □ 15 □ Weekly □ Monthly (last day) □ Monthly (1 □ Self-Employed | ☐ Monthly (3rd day) | | | Gross Monthly Income | Gross Monthly Obligations | | - Calling and a second a second and a second and a second and a second and a second a second and |
| *Alimony, child support or separate maintenance income Alimony, child support, or separate maintenance received Are you currently in bankruptcy? yes no | e need not be revealed if you dunder: a court order a | u do not wis written agree | nto have it ment 🗆 | considered as a oral understand | basis for repaying. | ng this obligati | on. |
| How did you hear about us? (Circle one.) | | | | | Í | | |
| Friend/Referral Name of referrer? | Saw Store | 7 | elevision | Yellow | Pages | Repeat Cus | tomer |
| Internet Billboard | Postcard | | Other: | | | | |

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

TM-NV-Customer Application-V.2.0-10.09.2013

| expected gross monthly income and obligations. You agree that you have | ve told us about any changes you expect within the next 14 |
|--|--|
| months relating to (i) your employment or source of income, and (ii) curre | |
| agree that you have read and understood all the above statements, | including the Arbitration Provision. |
| A | 1-29/15 |
| Applicant Signature | Daté / |
| | |
| Co-Applicant Signature | Date |

| Affic | lavit |
|---|--|
| STATE OF NEVADA COUNTY OF Clark | |
| Title Loan Agreement No.: Date: 1-29-2015 | · |
| Customer Name: Oliver Thomas Address: 10151 Dorrell Lane Unit 3114 Las Vegas, NV 89166 Co-Borrower Name: Address: | Licensee Name: TitleMax of Nevada, Inc. d/b/a <u>Titlemax</u> Address: 8414 Farm Road Suite 130 Las Vegas, NV 89131 |
| Vehicle Information: VIN: 5N1ALOMN8EC528887 License Plate State and No: LVMOT9 Color: BLack Year: 20 | 14 Make: Infinity Model: QX60 |
| identifies the legal owner of a venicle of any summer to the | you" and "your" mean the customer who has signed it. The words d/b/a Titlemax a provider of title loan services, and regulated by the Nevada Financial Institutions Division, 406 E. 75) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the le or ownership issued pursuant to the laws of the State of Nevada that depursuant to the laws of another jurisdiction. |
| Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair your application information regarding current and expected income | ir market value. Pursuant to N.R.S. 604A.450-2, we have reviewed e, obligations and employment. |
| Pursuant to N.R.S. 604A.450-3, you are required to give us an affid true and correct information concerning the customer's income, ob customer has the ability to repay the title loan. | avit which states: (a) The customer has provided the licensee with ligations, employment and ownership of the vehicle; and (b) The |
| The undersigned, Oliver Thomas , being first duly sworn, sta | ates as follows: |
| You have provided us with true and correct information the vehicle; and | a concerning your income, obligations, employment and ownership of |
| 2. You have the ability to repay the title loan. | |
| FURTHER, AFFIANT SA Customer Signature: | YETH NOT. |
| Co-Borrower Signature: | |



| | CERTIFICAT | JE OF THE | | |
|--|---------------------|--|---|---|
| VIN 5N1AL0MN8EC528887 DATE ISSUED ODOMETER M 10/08/2014 VEHICLE COLOR ODOMETER BI ACTUAL M | 9 G RAND | MODEL QX60 E SALES TAX PD. | VEHICLE BODY F4W EMPTY WT. GROS 4280 5 BRANDS | TITLE NUMBER NV007288528 SSWT GVWA 999 |
| OWNER(S) NAME AND ADDRESS THOMAS OLIVER 10229 BRISTOL PEAK AVE LAS VEGAS NV 89166-5205 | | | | |
| LIENHOLDER NAME AND ADDRE TITLEMAX OF NEVADA INC DI 8414 FARM RD STE 130 LAS VEGAS NV 89131-8172 | BA TITLEMAX | | | |
| SIGNATURE OF AUTHORIZED AC | ENT DATE | DESCRIBED ON T | HS TITLE IS HERE | BY RELEASED: |
| FEDERAL AND STATE LAW REQUIRES THE COMPLETE OR PROVIDING A FALSE STATE The undersigned bereby conflict, the vehicle desc Printed Full Legal Name of Buyer | MENT MAY RESIDENCE. | erred to the following buyer(Nevada Driver's Licer | sj se Nimber og blentificati | ion Number ☐ AND ☐ OR |
| Printed Full Legal Name of Buyer Address I certify to the best of my knowledge the odd | | | | Zip Code tatements is checked. |

Signature of Seller(s)/Agent/Dealership

am aware of the above odometer certification made by the seller/agent. [] Dealer's License Number

Signature of Buyer

ODOMETER READING

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

VP-2 (Rev. 8/10)

Printed Full Legal Name of Buyer CONTROL NO. 2185729C (THIS IS NOT A FIFE NO.)

Printed Name of Seller(s)/Agent/Dealership

ALTERATION OR ERASURE VOIDS THIS TITLE

| > | FAILURE TO COMPE | REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. hereby certifies the vehicle described in this title has been transferred to the following buyer(s): |
|------------------------------------|--|--|
| | | |
| | - | □ AND |
| | Printed Full Legal Name of Buyer | Nevada Driver's License Number or Identification Number OR |
| ĺ | District Call Land Name of Biogram | Nevada Driver's License Number or identification Number |
| FIRST REASSIGNMENT DEALER ONLY | Printed Full Legal Name of Buyer | 140ACCC THAIR S PROFING HATTER A MOTERIAGE LATERAGE |
| ≅≻ | | |
| 동물 | Address | City State Zio Code |
| 중의 | I certify to the best of my knowledge the o | formeter reading is the actual mileage of the vehicle unless one of the following statements is checked. |
| S E | | NO |
| 분칭 | | TENTHS The odometer reading is not the actual mileage. WARNINGS: ODOMETER DISCREPANCY |
| 눈ӹ | ODOMETER READING | Exempt - Model year over 9 years old. |
| ĭ <u>ĕ</u> | | |
| IL | | |
| | Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification | Printed Name of Seller(s)/Agent/Dealership ston made by the seller/agent. Dealer's License Number |
| | Tan are or the acove ocombia delining | |
| į | | |
| | Signature of Buyer | Printed Full Legal Name of Suyer |
| • | FAILURE TO COMP | REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. ETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND OR IMPRISONMENT. From the conflict the volucie described in this life has been transferred to the following buyer(s): |
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| , `` | | AND |
| | Printed Full Legal Name of Buyer. | Nevada Dirver's License Number or Identification Number |
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| ¥ | Ç | |
| SECOND REASSIGNMENT DEALER ONLY | Address | City State Zip. Code |
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| 오光 | ODOMETER READING | Exempt - Model year over S years out. |
| 용 = | ODO-LI LI TILILIA | > |
| E. | | Printed Name of Seller(s)(Agent/Dealership. |
| | Signature of Seller(s)/Agent/Dealership 1:am aware of the above odometer certific | |
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| | 8 | Printed Full Legal-Name of Buyer |
| | Signature of Buyer | g |
| | FAILURE TO COMP | REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. SETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR HEPESONMENT. Thereby certifies the vehicle described in this title has been transferred to the following buyer(s): |
| | | |
| | | E AND THE PROPERTY OF THE PROP |
| : | Printed Full Legal Name of Buyer | Nevada Driver's License Number or Identification Number: OR |
| | Printed Full Legal Name of Suyer | Nevada Driver's License Mandair or Mandair Mandair. |
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| SIGN | Address | Chy St≥te — Ap Cross |
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| ND REASS DEALER | | NO The misage stated is in excess of its medianical limits. TENTHS The adometer reading is not the state of the comment of th |
| H M | | TENTHS The odometer reading is not like entirely miles. W/99/1995 OD/METER DISCREPANCY. Exempt Middle year over 9 mass occ. |
| 달 | ODOMETER READING () | |
| THIRD DE | | |
| | Signature of Seller(s)/Agent/Dealership | Printed Name of Sellerts/Agent/Dealership |
| | I am aware of the above odometer certific | ation made by the seller/agent. Dealer's License Number Dealer's License Number |
| | | |
| | Signature of Buyer | Printed Full Legal Name of Buyer |
| | | LIENHOLDER TO BE RECORDED |
| | | |
| LIEN | | |
| Ī | Printed Full Legal Name of Lienholder. | (If no lienholder write "NONE") |
| į | Address | English the second of the seco |
| i | Street | City Stete Zip Code |

ALTERATION OR ERASURE VOIDS THIS TITLE

Contact Information

1/30/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Sara Rosenthal

Fax:

E-Mail: sara.rosenthal@titlemax.biz

Notes

Vehicle Info For 2014 Infiniti QX60 Base 4D Utility

MSRP: \$42,000

Fin Adv: \$34,275

Equip Ret: \$43,635

Tire Size: 235/65R18

Base HP: 265 @ 6400

Taxable HP: 33.8

Model Number: 84114

Price Includes: AT AC

VIN: 5N1AL0MN8EC528887

UVC: 2014400124

MPG: 20/26

Weight: 4280

Fuel Type: Gas

Wheelbase: 114.2

End of Term 0

Months:

Adj. State: National

Mileage: 0

Mileage Cat: E

Cylinders: 6

Transmission: A

Drive Train: FWD

End of Term Mileage: 0

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

| X-CL | | Clean | Average | Rough |
|---------|-----|----------|----------|----------|
| Base | N/A | \$33,860 | \$31,955 | \$27,610 |
| Options | N/A | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | N/A | \$0 | \$0 | \$0 |
| Total | N/A | \$33,860 | \$31,955 | \$27,610 |

Retail Black Book values as of 1/30/2015

| ik diki ing ing kalandan kanangga kanangga kanang kanang kanang kanang kanang kanang kanang kanang kanang kana | X-CL | Clean | Average | Rough |
|--|----------|----------|----------|----------|
| Base | \$39,600 | \$37,550 | \$35,225 | \$32,925 |
| Options | \$0 | \$0 | \$0 | \$0 |
| Mileage | N/A | N/A | N/A | N/A |
| Region | \$0 | \$0 | \$0 | \$0 |
| Total | \$39,600 | \$37,550 | \$35,225 | \$32,925 |

Residual Black Book values as of 1/30/2015

Black Book Add/Deducts

Entertainment System +900 Premium Plus +2000 Technology Package +2250