	Pay Date	Days	Rate	New Interest	Interest Interest	Unpaid Interest	Principal	[illegible]
1	04/02/2015	30	410.68	199.8000	199.8000	199.8000	210.88	1789.12
2	05/02/2015	30	410.68	178.7300	178.7300	178.7300	231.95	1557.17
3	06/01/2015	30	410.68	155.5600	155.5600	155.5600	255.12	1302.05
4	07/01/2015	30	410.68	130.0700	130.0700	130.0700	280.61	1021.44
5	07/31/2015	30	410.68	102.0400	102.0400	102.0400	308.64	712.80
6	08/30/2015	30	410.68	71.2100	71.2100	71.2100	339.47	373.33
7	09/29/2015	30	410.63	37.3000	37.3000	37.3000	373.33	0.00

[illegible]

[illegible] | [illegible]

New Loan | 2015-03-03 13:10:27.0

[illegible]

[illegible] | [illegible]

[illegible]

[illegible] | Document Description | Document Name | [illegible]

ADAM PAUL LAXALT
Attorney General
DAVID POPE
Senior Deputy Attorney General
CHRISTOPHER ECCLES
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555 East Washington Avenue, Suite 3900
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Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

BEFORE THE DEPARTMENT OF BUSINESS AND INDUSTRY

LAS VEGAS, NEVADA

* * *

IN THE MATTER OF: **FINANCIAL INSTITUTIONS DIVISION,** **Claimants,** **v.** **TITLEMAX OF NEVADA, INC. and TITLEBUCKS d/b/a TITLEMAX,** **Respondents.**	**FIRST SUPPLEMENT TO DIVISION'S PRODUCTION PURSUANT TO THE ADMINISTRATIVE LAW JUDGE'S PROCEDURAL ORDER DATED OCTOBER 29, 2015**

FIRST SUPPLEMENT TO DIVISION'S PRODUCTION

The NEVADA FINANCIAL INSTITUTIONS DIVISION of the DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA (the "Division"), hereby produces this First Supplement to Division's Production pursuant to the Administrative Law Judge's Procedural Order dated October 29, 2015. The Reports of Examination were already provided to TitleMax following the Division's 2014 and 2015 examinations.

I. PROPOSED EXHIBITS[1]

A. Provided on a CD: 307 Original Loan Agreements and Grace Period Payments Deferment Agreements identified by the Division pursuant to examinations, including any workpapers related thereto such as customer paystubs and customer receipts / repayment plan receipts; Respondent's title loans wherein the co-signor's name is not on the title to the subject vehicle are included on the CD;

B. The Division's 2014 Report of Examination;

C. The Division's 2015 Report of Examination;

D. Consumer Complaint received by the Division on October 9, 2015 from Gloria Whitaker and Devon Whitaker, with attached exhibits, totaling 24 pages.

E. Provided on a CD: TitleMax Reports of Examination for 2014 and 2015 for all Nevada TitleMax locations.

DATED this 16th day of November, 2015.

SUBMITTED BY:

ADAM PAUL LAXALT
Attorney General

By: _____
CHRISTOPHER ECCLES
Deputy Attorney General

[1] Proposed Exhibit E: The Reports of Examination were provided to TitleMax at the conclusion of the Division's examinations.

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Office of the Attorney General, and that on the 16th day of November, 2015, I had delivered a true and correct copy of the foregoing **FIRST SUPPLEMENT TO DIVISION'S PRODUCTION PURSUANT TO THE ADMINISTRATIVE LAW JUDGE'S PROCEDURAL ORDER DATED OCTOBER 29, 2015**, via Legal Wings, addressed as follows:

Patrick J. Reilly, Esq.
Joseph G. Went, Esq.
Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134
Attorneys for Respondent TITLEMAX

/s/ Debra Turman
An Employee of the Nevada Attorney General's Office

Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

Patrick J. Reilly, Esq.
Nevada Bar No. 6103
Joseph G. Went, Esq.
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jgwent@hollandhart.com

BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION

IN THE MATTER OF: TITLEMAX OF NEVADA, INC. AND TITLEBUCKS d/b/a TITLEMAX	**TITLEMAX OF NEVADA, INC. AND TITLEBUCKS d/b/a TITLEMAX'S LIST OF ADMINISTRATIVE HEARING WITNESSES AND EXHIBITS**

TitleMax of Nevada, Inc. dba TitleMax and/or TitleBucks ("TitleMax"), by and through its attorneys of record, the law firm of Holland & Hart LLP, hereby submits its List of Administrative Hearing Witnesses and Exhibits as follows:

I.

LIST OF WITNESS

The following are witnesses the TitleMax expects to present at the administrative hearing or who may be called:

1. Ted Helgesen, TitleMax Divisional Vice President for Nevada, c/o Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134;

2. George Burns, Commissioner, Financial Institutions Division, c/o Adam Paul Laxalt, Attorney General, Christopher A. Eccles, Deputy Attorney General and David J. Pope, Sr., Deputy Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101;

3. Harveen Sekhon, Financial Institutions Division, c/o Adam Paul Laxalt, Attorney General, Christopher A. Eccles, Deputy Attorney General and David J. Pope, Sr., Deputy Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; and

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

4. Any witness identified by the Financial Institutions Division in this matter.

II.

LIST OF DOCUMENTS/EXHIBITS

TitleMax specific designated administrative hearing exhibits are attached hereto as follows:

Exhibit 1 – Report of Examination ("ROE") for 3810 Blue Diamond Road, Suite 150, Las Vegas, NV 89139 dated August 31, 2014. (TMX 1 – 00001 – TMX 1 – 00012);

Exhibit 2 – ROE for 4000 Boulder Highway, Suite 5, Las Vegas, NV 89121 dated August 31, 2014. (TMX 2 – 00001 – TMX 2 – 00012);

Exhibit 3 – ROE for 4150 Boulder Highway, Suite 105, Las Vegas, NV 89121 dated August 31, 2014. (TMX 3 – 00001 – TMX 3 – 00012);

Exhibit 4 – ROE for 4944 Boulder Highway, Las Vegas, NV 89121 dated August 31, 2014. (TMX 4 – 00001 – TMX 4 – 00012);

Exhibit 5 – ROE for 2400 N. Buffalo Drive, Suite 140, Las Vegas, NV 89128 dated August 31, 2014. (TMX 5 – 00001 – TMX 5 – 00013);

Exhibit 6 – ROE for 2020 E. Williams Street, Carson City, NV 89502 dated August 31, 2014. (TMX 6 – 00001 – TMX00012);

Exhibit 7 – ROE for 1225 E. Charleston Blvd., Las Vegas, NV 89104 dated August 31, 2014. (TMX 7 – 00001 – TMX 7 – 00012);

Exhibit 8 – ROE for 4741 E. Charleston Blvd., Las Vegas, NV 89104 dated August 31, 2014. (TMX 8 – 00001 – TMX00012);

Exhibit 9 – ROE for 4077 W. Charleston Blvd., Las Vegas, NV 89102 dated August 31, 2014. (TMX 9 – 00001 – TMX 9 – 00012);

Exhibit 10 – ROE for 4811 W. Craig Road, Las Vegas, NV 89130 dated August 31, 2014. (TMX 10 – 00001 – TMX 10 – 00010);

Exhibit 11 – ROE for 6436 N. Decatur Blvd., Suite 115, Las Vegas, NV 89131 dated August 31, 2014. (TMX 11 – 00001 – TMX 11 – 00013);

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9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Exhibit 12 – ROE for 6530 S. Decatur Blvd., Suite 100, Las Vegas, NV 89118 dated August 31, 2014. (TMX 12 – 00001 – TMX 12 – 00012);

Exhibit 13 – ROE for 7150 S. Durango Rd., Suite 190, Las Vegas, NV 89113 dated August 31, 2014. (TMX 13 – 00001 – TMX 13 – 00012);

Exhibit 14 – ROE for 2550 S. Eastern Ave., Las Vegas, NV 89169 dated August 31, 2014. (TMX 14 – 00001 – TMX 14 – 00012);

Exhibit 15 – ROE for 7380 S. Eastern Ave., Suite 126, Las Vegas, NV 89123 dated August 31, 2014. (TMX 15 – 00001 – TMX 15 – 00012);

Exhibit 16 – ROE for 9555 S. Eastern Ave., Suite 105, Las Vegas, NV 89123 dated August 31, 2014. (TMX 16 – 00001 – TMX 16 – 00012);

Exhibit 17 – ROE for 1995 W. Williams Ave., Fallon, NV 89406 dated August 31, 2014. (TMX 17 – 00001 – TMX 17 – 00012);

Exhibit 18 – ROE for 8414 W. Farm Rd., Suite 130, Las Vegas, NV 89131 dated August 31, 2014. (TMX 18 – 00001 – TMX 18 – 00012);

Exhibit 19 – ROE for 3365 E. Flamingo rd., Suite 1, Las Vegas, NV 89121 dated August 31, 2014. (TMX 19 – 00001 – TMX 19 – 00010);

Exhibit 20 – ROE for 6820 W. Flamingo Rd., Suites F and G, Las Vegas, NV 89103 dated August 31, 2014. (TMX 20 – 00001 – TMX 20 – 00010);

Exhibit 21 – ROE for 3525 S. Fort Apache Rd., Suite 160, Las Vegas, NV 89147 dated August 31, 2014. (TMX 21 – 00001 – TMX 21 – 00012);

Exhibit 22 – ROE for 5060 S. Fort Apache Rd., Suite 140, Las Vegas, NV 89148 dated August 31, 2014. (TMX 22 – 00001 – TMX 22 – 00012);

Exhibit 23 – ROE for 6525 S. Fort Apache Rd., Suite 110, Las Vegas, NV 89148 dated August 31, 2014. (TMX 23 – 00001 – TMX 23 – 00012);

Exhibit 24 – ROE for 15 Bull Street, Suite 200, Savannah, GA 31401 dated August 31, 2014. (TMX 24 – 00001 – TMX 24 – 00005);

Exhibit 25 – ROE for 1210 N. Boulder Hwy., Bldg. C, Henderson, NV 89011 dated August 31, 2014. (TMX 25 – 00001 – TMX 25 – 00012);

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9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Exhibit 26 – ROE for 16 W. Horizon Ridge Pkwy., Suite 160, Henderson, NV 89012 dated August 31, 2014. (TMX 26 – 00001 – TMX 26 – 00012);

Exhibit 27 – ROE for 4650-C E. Sunset Rd., Henderson, NV 89014 dated August 31, 2014. (TMX 27 – 00001 – TMX 27 – 00012);

Exhibit 28 – ROE for 4750 W. Lake Mead Blvd., Suite 102, Las Vegas, NV 89108 dated August 31, 2014. (TMX 28 – 00001 – TMX 28 – 00012);

Exhibit 29 – ROE for 6450 W. Lake Mead Blvd., Suite 150, Las Vegas, NV 89106 dated August 31, 2014. (TMX 29 – 00001 – TMX 29 – 00013);

Exhibit 30 – ROE for 4001 N. Las Vegas Blvd., Las Vegas, NV 89115 dated August 31, 2014. (TMX 30 – 00001 – TMX 30 – 00012);

Exhibit 31 – ROE for 3547 S. Maryland Pkwy., Las Vegas, NV 89169 dated August 31, 2014. (TMX 31 – 00001 – TMX 31 – 00009);

Exhibit 32 – ROE for 4749 S. Maryland Pkwy., Las Vegas, NV 89119 dated August 31, 2014. (TMX 32 – 00001 – TMX 32 – 00012);

Exhibit 33 – ROE for 1600 N. Nellis Blvd., Suite 102, Las Vegas, NV 89115 dated August 31, 2014. (TMX 33 – 00001 – TMX 33 – 00012);

Exhibit 34 – ROE for 7615 S. Rainbow Blvd., Suite 100, Las Vegas, NV 89139 dated August 31, 2014. (TMX 34 – 00001 – TMX 34 – 00012);

Exhibit 35 – ROE for 3220 S. Virginia St., Reno, NV 89502 dated August 31, 2014. (TMX 35 – 00001 – TMX 35 – 00012);

Exhibit 36 – ROE for 900 West 5th St., Reno, NV 89503 dated August 31, 2014. (TMX 36 – 00001 – TMX 36 – 00012);

Exhibit 37 – ROE for 3900 W. Sahara Ave., Las Vegas, NV 89102 dated August 31, 2014. (TMX 37 – 00001 – TMX 37 – 00012);

Exhibit 38 – ROE for 4700 Spring Mountain Rd., Las Vegas, NV 89102 dated August 31, 2014. (TMX 38 – 00001 – TMX 38 – 00013);

Exhibit 39 – ROE for 3391 E. Tropicana Ave., Suite 1, Las Vegas, NV 89121 dated August 31, 2014. (TMX 39 – 00001 – TMX 39 – 00012);

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Las Vegas, Nevada 89134

Exhibit 40 – ROE for 3575 W. Tropicana Ave., Las Vegas, NV 89103 dated August 31, 2014. (TMX 40 – 00001 – TMX 40 – 00010);

Exhibit 41 – ROE for 6795 W. Tropicana Ave., Suite 140, Las Vegas, NV 89103 dated August 31, 2014. (TMX 41 – 00001 – TMX 41 – 00012);

Exhibit 42 – ROE for 900 W. 5th St., Bldg. C, Reno, NV 89503 dated May 4, 2015. (TMX 42 – 00001 – TMX 42 – 00010);

Exhibit 43 – ROE for 3810 Blue Diamond Rd., Suite 150, Las Vegas, NV 89139 dated May 4, 2015. (TMX 43 – 00001 – TMX 43 – 00010);

Exhibit 44 – ROE for 4000 Boulder Hwy., Suite 5, Las Vegas, NV 89121 dated May 4, 2015. (TMX 44 – 00001 – TMX 44 – 00010);

Exhibit 45 – ROE for 4150 Boulder Hwy., Las Vegas, NV 89121 dated May 4, 2015. (TMX 45 – 00001 – TMX 45 – 00011);

Exhibit 46 – ROE for 4944 Boulder Hwy., Las Vegas, NV 89121 dated May 4, 2015. (TMX 46 – 00001 – TMX 46 – 00010);

Exhibit 47 – ROE for 6060 Boulder Hwy., Suites 5 and 6, Las Vegas, NV 89121 dated May 4, 2015. (TMX 47 – 00001 – TMX 47 – 00010);

Exhibit 48 – ROE for 1210 N. Boulder Hwy., Bldg. C, Henderson, NV 89011 dated May 4, 2015. (TMX 48 – 00001 – TMX 48 – 00010);

Exhibit 49 – ROE for 2400 N. Buffalo Dr., Bldg. 140, Las Vegas, NV 89128 dated May 4, 2015. (TMX 49 – 00001 – TMX 49 – 00010);

Exhibit 50 – ROE for 15 Bull St., Suite 200, Savannah, GA 31401 dated May 4, 2015. (TMX 50 – 00001 – TMX 50 – 00008);

Exhibit 51 – ROE for 4741 E. Charleston Blvd., Las Vegas, NV 89104 dated May 4, 2015. (TMX 51 – 00001 – TMX 51 – 00010);

Exhibit 52 – ROE for 1225 E. Charleston Blvd., Las Vegas, NV 89104 dated May 4, 2015. (TMX 52 – 00001 – TMX 52 – 00010);

Exhibit 53 – ROE for 4077 W. Charleston Blvd., Las Vegas, NV 89102 dated May 4, 2015. (TMX 53 – 00001 TMX 53 – 00010);

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Las Vegas, Nevada 89134

Exhibit 54 – ROE for 4811 W. Craig Rd., Las Vegas, NV 89130 dated May 4, 2015. (TMX 54 – 00001 – TMX 54 – 00011);

Exhibit 55 – ROE for 6436 N. Decatur Blvd., Suite 115, Las Vegas, NV 89131 dated May 4, 2015. (TMX 55 – 00001 – TMX 55 – 00010);

Exhibit 56 – ROE for 6530 S. Decatur Blvd., Suite 100, Las Vegas, NV 89118 dated May 4, 2015. (TMX 56 – 00001 – TMX 56 – 00012);

Exhibit 57 – ROE for 7150 S. Durango Dr., Suite 190, Las Vegas, NV 89113 dated May 4, 2015. (TMX 57 – 00001 – TMX – 57 – 00011);

Exhibit 58 – ROE for 2550 S. Eastern Ave., Las Vegas, NV 89169 dated May 4, 2015. (TMX 58 – 00001 – TMX 58 – 00010);

Exhibit 59 – ROE for 7380 S. Eastern Ave., Suite 126, Las Vegas, NV 89123 dated May 4, 2015. (TMX 59 – 00001 – TMX 59 – 00010);

Exhibit 60 – ROE for 9555 S. Eastern Ave., Suite 105, Las Vegas, NV 89123 dated May 4, 2015. (TMX 60 – 00001 – TMX 60 – 00010);

Exhibit 61 – ROE for 8414 W. Farm Rd., Suite 130, Las Vegas, NV 89131 dated May 4, 2015. (TMX 61 – 00001 – TMX 61 – 00011);

Exhibit 62 – ROE for 3365 E. Flamingo Rd., Suite 1, Las Vegas, NV 89121 dated May 4, 2015. (TMX 62 – 00001 – TMX 62 – 00010);

Exhibit 63 – ROE for 6820 W. Flamingo Rd., Suites F and G, Las Vegas, NV 89103 dated May 4, 2015. (TMX 63 – 00001 – TMX 63 – 00010);

Exhibit 64 – ROE for 3525 S. Fort Apache Rd., Suite 160, Las Vegas, NV 89147 dated May 4, 2015. (TMX 64 – 00001 – TMX – 64 – 00010);

Exhibit 65 – ROE for 5060 S. Fort Apache Rd., Suite 140, Las Vegas, NV 89148 dated May 4, 2015. (TMX 65 – 00001 – TMX 65 – 00011);

Exhibit 66 – ROE for 6525 S. Fort Apache Rd., Suite 110, Las Vegas, NV 89148 dated May 4, 2015. (TMX 66 – 00001 – TMX 66 – 00010);

Exhibit 67 – ROE for 16 Horizon Ridge Pkwy., Suite 160, Henderson, NV 89012 dated May 4, 2015. (TMX 67 – 00001 – TMX 67 – 00010);

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Exhibit 68 – ROE for 5871 E. Lake Mead Blvd., Las Vegas, NV 89156 dated May 4, 2015. (TMX 68 – 00001 – TMX 68 – 00010);

Exhibit 69 – ROE for 4750 W. Lake Mead Blvd., Suite 102, Las Vegas, NV 89108 dated May 4, 2015. (TMX 69 – 00001 – TMX 69 – 00010);

Exhibit 70 – ROE for 6450 W. Lake Mead Pkwy. [*sic*], Suite 150, Las Vegas, NV 89108 dated May 4, 2015. (TMX 70 – 00001 – TMX 70 – 00011);

Exhibit 71 – ROE for 4001 N. Las Vegas Blvd., Las Vegas, NV 89115 dated May 4, 2015. (TMX 71 – 00001 – TMX 71 – 00011);

Exhibit 72 – ROE for 3547 S. Maryland Pkwy., Las Vegas, NV 89169 dated May 4, 2015. (TMX 72 – 00001 – TMX 72 – 00010);

Exhibit 73 – ROE for 4749 S. Maryland Pkwy., Las Vegas, NV 89119 dated May 4, 2015. (TMX 73 – 00001 – TMX 73 – 00011);

Exhibit 74 – ROE for 1600 N. Nellis Blvd., Suite 102, Las Vegas, NV 89115 dated May 4, 2015. (TMX 74 – 00001 – TMX 74 – 00010);

Exhibit 75 – ROE for 7615 S. Rainbow Blvd., Suite 100, Las Vegas, NV 89139 dated May 4, 2015. (TMX 75 – 00001 – TMX 75 – 00010);

Exhibit 76 – ROE for 3900 W. Sahara Ave., Las Vegas, NV 89102 dated May 4, 2015. (TMX 76 – 00001 – TMX 76 – 00011);

Exhibit 77 – ROE for 4700 Spring Mountain Rd., Las Vegas, NV 89102 dated May 4, 2015. (TMX 77 – 00001 – TMX 77 – 00011);

Exhibit 78 – ROE for 4650 E. Sunset Rd., Suite C, Henderson, NV 89014 dated May 4, 2015. (TMX 78 – 00001 – TMX 78 – 00011);

Exhibit 79 – ROE for 3391 E. Tropicana Ave., Suite 1, Las Vegas, NV 89121 dated May 4, 2015. (TMX 79 – 00001 – TMX 79 – 00011);

Exhibit 80 – ROE for 3575 W. Tropicana Ave., Las Vegas, NV 89103 dated May 4, 2015. (TMX 80 – 00001 – TMX 80 – 00010);

Exhibit 81 – ROE for 6795 W. Tropicana Ave., Suite 140, Las Vegas, NV 89103 dated May 4, 2015. (TMX 81 – 00001 – TMX 81 – 00010);

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Las Vegas, Nevada 89134

Exhibit 82 – ROE for 3220 S. Virginia St., Reno, NV 89502 dated May 4, 2015. (TMX 82 – 00001 – TMX 82 – 00010);

Exhibit 83 – ROE for 1995 E. Williams Ave., Fallon, NV 89406 dated May 4, 2015. (TMX 83 – 00001 – TMX 83 – 00010);

Exhibit 84 – ROE for 2020 E. Williams St., Carson City, NV 89701 dated May 4, 2015. (TMX 84 – 00001 – TMX 84 – 00010);

Exhibit 85 – TitleMax February 9, 2015 Response to Nevada Financial Institution's Division ("FID") 2014 ROE's. (TMX 85 – 00001 – TMX 85 – 00012);

Exhibit 86 – FID March 2, 2015 Letter in Response to TitleMax February 9, 2015 Response to ROE's. (TMX 86 – 00001 – TMX 86 – 00003);

Exhibit 87 – TitleMax September 9, 2015 Response to FID 2015 ROE's. (TMX 87 – 00001 – TMX 87 – 00013);

Exhibit 88 – AB 234 (2005) Legislative History – April 6, 2005. (TMX 88 – 00001 – TMX 88 – 00170);

Exhibit 89 – AB 234 (2005) Legislative History – May 6, 2005. (TMX 89 – 00001 – TMX 89 – 00217);

Exhibit 90 – AB 234 (2005) Legislative History – May 16, 2005. (TMX 90 – 00001 – TMX 90 – 00234);

Exhibit 91 – TitleMax Grace Period Deferment Agreement. (TMX 91 – 00001 – TMX 91 – 00003);

Exhibit 92 – *State, Dept. of Bus. & Indus. v. Check City,* 337 P.3d 755 (2014). (TMX 92 – 00001 – TMX 92 – 00005);

Exhibit 93 – *State, Dept. of Business and Industry, Financial Institutions Division v. Nevada Association Services, Inc.*, 294 P.3d 1223 (2012). (TMX 93 – 00001 – TMX 93 – 00006);

Exhibit 94 – R150-05 Proposed Regulation of the Division of Financial Institutions of the Department of Business and Industry – Notice of Workshop dated September 16, 2005. (TMX 94 – 00001 – TMX 94 – 00018); and

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Exhibit 95 – NAC 604A State of Nevada Department of Business and Industry Financial Institutions Division Workshop Meeting Minutes dated October 10, 2012. (TMX 95 – 00001 – TMX – 95 – 00013).

DATED this 30th day of November, 2015.

Patrick J. Reilly, Esq.
Joseph G. Went, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Plaintiff

Holland & Hart
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing **TITLEMAX OF NEVADA, INC. AND TITLEBUCKS d/b/a TITLEMAX'S LIST OF ADMINISTRATIVE HEARING WITNESSES AND EXHIBITS** is hereby acknowledged this 30th day of November, 2015.

Denise S. McKay, Esq.
Administrative Law Judge
Nevada Division of Business & Industry
555 E. Washington Avenue, Suite 4900
Las Vegas, Nevada 89101

Hearing Officer

Adam Paul Laxalt
Attorney General
Christopher A. Eccles
Deputy Attorney General
David J. Pope
Sr. Deputy Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101

Attorneys for State of Nevada Department of Business and Industry Financial Institutions Division

Holland & Har P
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
3810 BLUE DIAMOND ROAD. STE. 150
LAS VEGAS, NV 89139
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	65321

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 3810 Blue Diamond Rd., Ste. 150 Las Vegas, NV 89139 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	281	8	2.85%
Delinquent Loans	117	6	5.13%
Closed Loans	10	4	40.00%
Declined Loans	2	2	100.00%
Total Loans =	**410**	**20**	**4.88%**

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 Repayment plan
2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:
(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.
2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Customer's Ability to Repay the Title Loan						
Borrower's Name	Loan Number	Term	Stated Income	Stated Obligations	Total Amount of Loan(s)	Amount Over
Mary Payne	11169-0083991	30 day	$3,000.00	$2,000.00	$2,343.00	$1,343.00
Elvira Serrano	11169-0105949	30 day	$7,500.00	$550.00	$8,821.20	$1,871.20
Stacey Neri	11169-0108922	30 day	$2,800.00	$1,600.00	$1,649.85	$449.85

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.

1. A licensee shall not:

(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.

1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms

(b) Requires the customer to secure the loan by either:

(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension. Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are

trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

EXAMINATION COMMENTS AND CONCLUSIONS

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
11169-0118337	$1,819.80	$2,233.10	$413.30
11169-0117922	$7,454.83	$8,881.90	$1,427.07
11169-0111641	$1,631.85	$1,979.30	$347.45

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

Mixed Sources
www.fsc.org Cert no. SW-COC-002980
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FSC

Stuart F. Cooper Co. www.sfcooper.com
Los Angeles 800-421-8703 · Atlanta 800-325-7580

BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
4000 BOULDER HWY. STE. 5
LAS VEGAS, NV 89121
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	65312

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 4000 Boulder Hwy., Ste 5 Las Vegas, NV 89121 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	152	8	5.26%
Delinquent Loans	63	5	7.94%
Closed Loans	21	5	23.81%
Declined Loans	2	2	100.00%
Total Loans =	**238**	**20**	**8.40%**

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 Repayment plan
2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:
(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.
2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Customer's Ability to Repay the Title Loan						
Borrower's Name	**Loan Number**	**Term**	**Stated Income**	**Stated Obligations**	**Total Amount of Loan(s)**	**Amount Over**
Andrew Pesek	12869-0076636	30 day	$4,000.00	$1,500.00	$10,999.00	$8,499.00
Roxana Rivera	12869-0089110	30 day	$2,000.00	$1,000.00	$1,778.25	$778.25
Craig Davis	12869-0096890	30 day	$1,395.00	$495.00	$3,906.85	$3,006.85
Stephen Clausen	12869-0101780	30 day	$1,600.00	$300.00	$4,421.60	$3,121.60
Violet Thomopolus	12869-0102398	30 day	$2,000.00	$400.00	$2,343.00	$743.00
Milagros Herrera	12869-0074143	30 day	$2,500.00	$750.00	$2,315.73	$565.73

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:

(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.
Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

EXAMINATION COMMENTS AND CONCLUSIONS

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

EXAMINATION COMMENTS AND CONCLUSIONS

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
12869-0123116	$1,070.50	$1,313.58	$243.08
12869-0121628	$2,890.26	$3,546.68	$656.42

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

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BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEBUCKS
4150 BOULDER HWY. STE. 105
LAS VEGAS, NV 89121
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	65293

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 4150 Boulder Hwy., Ste. 105 Las Vegas, NV 89121 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	137	8	5.84%
Delinquent Loans	92	5	5.43%
Closed Loans	23	4	17.39%
Declined Loans	1	1	100.00%
Total Loans =	**253**	**18**	**7.11%**

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 Repayment plan

2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:

(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.

2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Cnstomer's Ability to Repay the Title Loan						
Borrower's Name	**Loan Number**	**Term**	**Stated Income**	**Stated Obligations**	**Total Amount of Loan(s)**	**Amount Over**
Juan Adame Ramirez	70369-0066195	30 day	$2,000.00	$1,000.00	$1,188.61	$188.61
Olivia James	70369-0095136	30 day	$1,300.00	$800.00	$731.54	$231.54
Tesker Jones	70369-0096683	30 day	$2,400.00	$2000.00	$554.55	$154.55

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.

1. A licensee shall not:

(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.

1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms

(b) Requires the customer to secure the loan by either:

(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.
Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are

trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

EXAMINATION COMMENTS AND CONCLUSIONS

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
70369-0116773	$4,460.31	$5,473.25	$1,012.94
70369-0116350	$3,925.05	$4,816.46	$891.41
70369-0114511	$5,579.52	$6,824.16	$1,244.64
70369-0121511	$918.03	$1,129.65	$211.62

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

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BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
4944 BOULDER HWY
LAS VEGAS, NV 89121
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	65301

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 4944 Boulder Hwy., Las Vegas, NV 89121 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	416	9	2.16%
Delinquent Loans	104	6	5.77%
Closed Loans	20	4	20.00%
Declined Loans	1	1	100.00%
Total Loans =	**541**	**20**	**3.70%**

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 Repayment plan
2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:
(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.
2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

> **2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.**

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Customer's Ability to Repay the Title Loan						
Borrower's Name	**Loan Number**	**Term**	**Stated Income**	**Stated Obligations**	**Total Amount of Loan(s)**	**Amount Over**
Maria Turner	12369-0062180	30 day	$950.00	$250.00	$1747.95	$1,047.95
Martha Merjil	12369-0063609	30 day	$2,139.00	$500.00	$2,199.80	$560.80
Martha Tovar	12369-0062472	30 day	$2,100.00	$1,000.00	$2,199.80	$1,099.80
Glenn Vergith	12369-0083885	30 day	$2,400.00	$2,100.00	$436.56	$136.56

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received. :

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.
Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are

trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
12369-0118904	$4,514.76	$5,337.53	$822.77

EXAMINATION COMMENTS AND CONCLUSIONS

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

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BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
2400 N. BUFFALO DR. # 140
LAS VEGAS, NV 89128
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	65309

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

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Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 2400 N. Buffalo Dr. #140., Las Vegas, NV 89128 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

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The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
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- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	541	10	1.85%
Delinquent Loans	150	5	3.33%
Closed Loans	30	5	16.67%
Declined Loans	3	3	100.00%
Total Loans =	724	23	3.18%

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 Repayment plan
2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:
(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.
2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Customer's Ability to Repay the Title Loan						
Borrower's Name	**Loan Number**	**Term**	**Stated Income**	**Stated Obligations**	**Total Amount of Loan(s)**	**Amount Over**
Jennifer Cervantes	10969-0094389	30 day	$1,800.00	$1,500.00	$967.52	$667.52
Paul Amber	10969-0083670	30 day	$7,000.00	$3,200.00	$4,399.60	$599.60
Neil Bitton	10969-0102654	30 day	$5,200.00	$1,700.00	$6,599.40	$3,099.40
Sandra Vincent	10969-0104125	30 day	$3,700.00	$2,200.00	$8,799.20	$7,299.20
Todd Constantine	10969-0055323	30 day	$4,200.00	$2,500.00	$1,805.34	$105.34
Annette Deramo	10969-0029856	30 day	$1,450.00	$700.00	$3,321.70	$2,571.70
Bobbie Zacarias	10969-0080778	30 day	$3,200.00	$1,200.00	$3,427.70	$1,427.70
William Shamnoski	10969-0079514	30 day	$2,179.00	$750.00	$1,771.26	$342.26

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

EXAMINATION COMMENTS AND CONCLUSIONS

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.
Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:

1. **Any fees for granting such a grace period; or**
2. **Any additional fees or additional interest on the outstanding loan during such a grace period.**

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS

604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
10969-0117779	$2,890.26	$3,546.68	$656.42
10969-0118953	$3,955.71	$4,773.25	$817.54
10969-0119286	$1,505.50	$1,852.64	$347.14
10969-0119918	$3,500.21	$4,281.00	$780.79

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

EXAMINATION COMMENTS AND CONCLUSIONS

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

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BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
2020 E. WILLIAMS ST.
CARSON CITY, NV 89502
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.50	**Examination Number:**	65909

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 2020 E. William St., Carson City, NV 89502 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

EXAMINATION COMMENTS AND CONCLUSIONS

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 16, 2013

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	157	10	6.37%
Delinquent Loans	64	6	9.38%
Closed Loans	10	5	50.00%
Declined Loans	2	2	100.00%
Total Loans =	233	23	9.87%

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 19 2018 10:48 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

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 44 of 75

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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 Motion for Supplemental Relief, January 10, 2018	75	017588 - 017591
Notice of Entry of Order Granting in Part and Denying in Part Motion for Supplemental Relief, January 11, 2018	75	017582 - 07599

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1G2MB35B57Y107245	2007	PONT	SOLSTICE	PRD	NV007623304

DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
03/13/2015	69926	G				

VEHICLE COLOR

ODOMETER BRAND: ACTUAL MILES

BRANDS

OWNER(S) NAME AND ADDRESS
DOMINGUEZ MICHAEL STEPHEN
9000 LAS VEGAS BLVD S UNIT 2189
LAS VEGAS NV 89123-3382

LIENHOLDER NAME AND ADDRESS
TITLENAX OF NEVADA
9555 S EASTERN AVE STE 105
LAS VEGAS NV 89123-7999

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

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

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

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

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

Address — City — State — Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.
NO TENTHS ☐ The mileage stated is in excess of its mechanical limits. ☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. ☐ Exempt - Model year over 5 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership — Printed Name of Seller(s)/Agent/Dealership

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

Signature of Buyer — Printed Full Legal Name of Buyer

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

CONTROL NO.
[illegible]
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

2/19/2015

Contact Information

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2007 Pontiac Solstice Base 2D Roadster

MSRP: $21,515
Fin Adv: $7,650
Equip Ret: $25,655
Tire Size: 245/45R18
Base HP: 177 @ 6600
Taxable HP: 19.1
Model Number: 2MB67
Price Includes: AC

VIN: 1G2MB35B57Y107245
UVC: 2007720170
MPG: 22/28
Weight: 2860
Fuel Type: Gas
Wheelbase: 95.1
End of Term Months: 0

Adj. State: National
Mileage: 0
Mileage Cat: C
Cylinders: 4
Transmission: M
Drive Train: RWD
End of Term Mileage: 0

Wholesale Black Book values as of 2/19/2015

	X-CL	Clean	Average	Rough
Base	N/A	$7,750	$6,100	$4,450
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$7,750	$6,100	$4,450

Trade In Black Book values as of 2/19/2015

	X-CL	Clean	Average	Rough
Base	N/A	$7,915	$6,265	$4,225
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$7,915	$6,265	$4,225

Retail Black Book values as of 2/19/2015

	X-CL	Clean	Average	Rough
Base				

Black Book Print Vehicle

	X-CL	Clean	Average	Rough
	N/A	$10,250	$8,250	$6,075
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$10,250	$8,250	$6,075

Residual Black Book values as of 2/19/2015

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

Black Book Add/Deducts

Chrome Wheels +150
Cruise Control +100
Leather +400
Power Windows +100
w/o Factory Air -700

Income Worksheet

A. Requested Loan Amount: 2000

B. Maximum Loan Value (MLV): 2000

A. Requested Residual Income:	[illegible]
B. MLV Required Residual Income:	[illegible]

Employee Use Only

Income	Description	Amount
Employment		
Gross Monthly Salary or Wages		$ 5,000.00
Part-Time Gross Monthly Salary or Wages		$
Other/Expected Income	**Description**	**Amount**
Gross Bonus/Commission		$ — 0 —
Social Security/Disability		$ — 0 —
Gross Pension/Retirement		$ — 0 —
Unemployment		$ — 0 —
Alimony or Child Support		$ — 0 —
Other Income (Babysitting, Lawn care, etc.):		$ — 0 —
Total Current/Expected Income	**Part 1:** Please add all income amounts and enter amount here	+ $ 5,000.00
Total Monthly Expense	**Part 2:** Please add all monthly expenses and enter amount here	- $ 2,000.00
Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract Total Expenses from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income.		= $ 3,000.00

Applicant Name: Michael Dominguez	$ Cash to Customer
Today's date: 2/19/15	***Employee Use Only***
Driver's License/Government Issued ID Number: [redacted]	

Ability to Pay Summary

Loan Number	10469-0152194
Customer Name	Michael Dominguez
Is Customer a Covered Borrower	No
Requested Loan Amount	$7,500.00
Title Fee	$20
MLV Amount	$7,000
Gross Monthly Income	$5,000.00
Current and Expected Monthly Obligations	$2,000.00
Other TitleMax Loan Payment	$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	$3,000.00

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

210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	$	7,020
Interest Rate		10.99%
Max Cash to Customer Amount	$	7,000.00
Actual Cash to Customer Amount	$	7,000.00
Title Fee Amount	$	20
Total Loan Amount	$	7,020
Amortized Loan Payment		$1,489.27
Total Payback Amount		$10,424.89
Minimum Payment to Extend		$771.50
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		$1,002.86

CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

07.18.2014

A - 315

604A LOAN REVIEW WORKSHEET

Licensee Name & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start Date: 5/15/2015

Licensee Address: 9555 S. EASTERN AVE, SUITE 105, LAS VEGAS, NV 89123

Exam as of: 5/15/2015

Borrower Name & Address: DAVID RAMIREZ

Examiner: EC/KL

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10469-0159649	4/4/2015	$8,020.00	10/31/2015	$3,889.92	6 & 1	1701.42/1701.40	133.71%	YES

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

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

What is the borrower's expected gross monthly income? $12,000 Was the borrower's income verified? **YES** Paystub ☐ Affidavit ☑ Other:

(Applies to Deferred Deposit Only) *NRS 604A.425(1a)*	Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?	**N/A**
(Applies to D/D Loans) *NRS 604A.408(1)*	Does the *original term* of the D/D Loan not exceed 35 days?	**N/A**
(Applies to High-Interest Loans Only) *NRS 604A.425(1b)*	Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income?	**N/A**
(Applies High-Int Loans) *NRS 604A.408(1)*	Does the *original term* of the HIL not exceed 35 days?	**N/A**
(Applies to Title Loans Only) *NRS 604A.450(1)*	Does the loan amount exceed the fair market value of the vehicle securing the loan?	**NO** Fair Market Value: $18,300.00
(Applies to Title Loans Only) *NRS 604A.445(1)*	Does the original term of the title loan exceed 30 days?	**NO**
(Applies to Title Loans Only) *NRS 60A.445(2)*	Has the title loan been extended for more than six additional periods, *pursuant to NRS 604A.445 (2)?*	**NO**
Does the written loan agreement disclose the right of the customer to RESCIND the loan, *pursuant to NRS 604A.410 (2d)?*		**YES**
Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, *pursuant to NRS 604A.410 (2e)?*		**YES**
Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, *pursuant to NRS 604A.410 (2f)?*		**YES**

Is the loan a collection account? **NO** Has the loan been extended or renewed? **NO** How many times? **0** *Extensions: Title-6 add'l periods: D/D & High Int Loans - 90 days* Are receipts filed? **YES**

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS.604A.210 AND 445. GRACE PERIOD PAYMENT DEFERMENT AGREEMENT, $14,189.80

APP 010115
ROA 008821

Title Loan Agreement

Number: 10469-0159649

Date: 4/4/2015

Customer & Co-Customer Information			ACCOUNT NUMBER: 10469-0159649		
FIRST NAME David	LAST NAME Ramirez		CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME	
[redacted]			CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 2456 Urrard St.			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE 89044	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[redacted]			CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH	

Motor Vehicle & Licensee Information	LICENSEE'S HOURS OF OPERATION: Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER (702)263-7655		
LICENSEE STREET ADDRESS 9555 S. Eastern Ave., Suite 105	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89123
VEHICLE IDENTIFICATION NUMBER (VIN) 1GKFK63867J367650	LICENSE PLATE LVZ473		
VEHICLE YEAR 2007	VEHICLE MAKE GMC	VEHICLE MODEL Youkon	COLOR Black

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $8,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 10/31/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
133.7129 %	$3,889.92	$8,020.00	$11,909.92

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$1,701.42	5/4/2015 and each 30 days thereafter
1	$1,701.40	10/31/2015

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

Filing Fee: $20.00

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

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

Itemization of Amount Financed of	$8,020.00
1. Amount given to you directly:	$8,000.00
2. Amount paid on your account:	$0.00
3. Amount paid to public officials:	$20.00
4. Amount paid to _____ on your behalf:	$0.00

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

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

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

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

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

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

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

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

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

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

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

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

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

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

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

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

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

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

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

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

TitleMax of Nevada, Inc. d/b/aTitleMax

X _____ 4/4/15
Customer's Signature Date

_____ 4/4/15
Its Authorized Agent Date

_____ _____
Co-Customer's Signature Date

Any comments or questions may be directed to Customer Service at the following toll-free number: [illegible]

APP 010120
ROA 008826

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TM TB NV Installment-loan-agreement.2.04.2014

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: David Ramirez
LOAN AGREEMENT IDENTIFICATION NO. 10469-0159649 LOAN AGREEMENT DATE: 4/4/2015 3:54:37 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 05/05/2015 10:51:58 AM
AMOUNT PAID: $881.40	AGENT RECEIVING PAYMENT: Oscar Corado

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$881.40
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$881.40
BALANCE DUE ON LOAN:	$8,049.38
NEXT SCHEDULED DUE DATE:	6/3/2015

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

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

David Ramirez
Printed Name

Signature

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10469-0159649

Customer Name: David Ramirez Address: 2456 Urrard St. Henderson, NV 89044 Co-Borrower Name: Address: ,	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123 Vehicle Information:2007 GMC Youkon 1GKFK63867J367650

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 04/04/2015 ("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	$881.40	5/4/2015
2	$881.40	6/3/2015
3	$881.40	7/3/2015
4	$881.40	8/2/2015
5	$881.40	9/1/2015
6	$881.40	10/1/2015
7	$881.40	10/31/2015
8	$1,145.71	11/30/2015
9	$1,145.71	12/30/2015
10	$1,145.71	1/29/2016
11	$1,145.71	2/28/2016
12	$1,145.71	3/29/2016
13	$1,145.71	4/28/2016
14	$1,145.74	5/28/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$14,189.80	

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.

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 5/5/15 Date

Its Authorized Agent 5/5/15 Date

Co-Borrower's Signature Date

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

Customer Application

Personal Information

Date 4/4/15	[redacted]	
Last Name Ramirez	David	Middle Name Christian
Home Phone	[redacted]	Email Address (optional)††
Best time to call? Any 9-9	Which number do you prefer that we call? ☐ Home Phone ☒ Cell Phone	

Physical Address (Street Number & Name) 2456 Virard St			Apt #
City Henderson	State NV	Zip 89044	County Clark
Mailing Address (If different from physical address)			
City	State	Zip	

[redacted]

Pay Frequency: (check one) ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks) ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☒ Self-Employed	Next Payday April 15th	Current and Expected Gross Monthly Income $ 16,000	Gross Monthly Obligations $ 2500	Work Shift [redacted]

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
Alimony, child support, or separate maintenance received under: ☐ court order ☐ written agreement ☐ oral understanding.
Are you currently in bankruptcy? ☐ yes ☒ no

Credit References

Business Name AT&T		Phone #	
Address (Street Number & Name)	City	State	Zip
Business Name Geico		Phone #	
Address (Street Number & Name)	City	State	Zip

[redacted]

Co-Applicant Information

Date	State Issued ID Number	Date of Birth	Social Security #
Last Name	First Name		Middle Name
Home Phone	Cell Phone†		Email Address (optional)††
Best time to call?	Which number do you prefer that we call? ☐ Home Phone ☐ Cell Phone		
Physical Address (Street Number & Name)			Apt #
City	State	Zip	County
Mailing Address (If different from physical address)			
City	State	Zip	
Employer * (Source of Income)	Employer Address (Street Number & Name)		
City	State	Zip	Time at Job?
Work Phone #	Job Title	Supervisor	

Pay Frequency: (check one)	Next Payday	Current and Expected		Work Shift	
☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks) ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☐ Self-Employed		Gross Monthly Income $	Gross Monthly Obligations $		

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
Alimony, child support, or separate maintenance received under: ☐ court order ☐ written agreement ☐ oral understanding.
Are you currently in bankruptcy? ☐ yes ☐ no

How did you hear about us? (Circle one.)

Friend/Referral Name of referrer? _____ Saw Store Television Yellow Pages Repeat Customer

Internet Billboard Postcard Other: _____

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

APP 010127
ROA 008833

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

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

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

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

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

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

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

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

Ability to Repay Verification.

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

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

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

Applicant Signature _____ Date 4/4/15

Co-Applicant Signature _____ Date _____

Affidavit

STATE OF NEVADA
COUNTY OF Clark

Title Loan Agreement No.: 10469-0159649
Date: 4/4/2015

Customer Name: David C. Ramirez Address: 2456 Urrard St. Henderson, NV 89044 Co-Borrower Name: Address: N/A	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 9555 S. Eastern Ave. Ste. 105 Las Vegas, NV. 89123

Vehicle Information: VIN: 1GKFK63867J367650
License Plate State and No: LVZ473 Color: Black Year: 2007 Make: GMC Model: Yukon Denali

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830,Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

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

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: *(a) The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, David C. Ramirez, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and

2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: _____

Co-Borrower Signature: _____

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1GKFK63867J367650	2007	GMC	YUKON DENA	T4W	NV007743942

DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
04/30/2015	6778	G		5687		

VEHICLE COLOR

ODOMETER BRAND: ACTUAL MILES

BRANDS

OWNER(S) NAME AND ADDRESS
RAMIREZ DAVID CHRISTIAN
3974 TRABUCO DR
LAS VEGAS NV 89110-4434

LIENHOLDER NAME AND ADDRESS
TITLEMAX OF NEVADA
9555 S EASTERN AVE STE 105
LAS VEGAS NV 89123-7999

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

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

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

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

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

Address — City — State — Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING — NO TENTHS

☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.
☐ Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership — Printed Name of Seller(s)/Agent/Dealership

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

Signature of Buyer — Printed Full Legal Name of Buyer

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

CONTROL NO.
2572133C
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 6/10)

Contact Information

4/4/2015

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2007 GMC Yukon Denali 4D Utility AWD

MSRP: $47,780	VIN: 1GKFK63867J367650	Adj. State: National
Fin Adv: $18,275	UVC: 2007340662	Mileage: 0
Equip Ret: $49,945	MPG: 15/19	Mileage Cat: E
Tire Size: 265/65R18	Weight: 7100	Cylinders: 8
Base HP: 380 @ 5700	Fuel Type: Gas	Transmission: A
Taxable HP: 52.8	Wheelbase: 116.0	Drive Train: AWD
Model Number: TK15706	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 4/3/2015

	X-CL	Clean	Average	Rough
Base	N/A	$18,300	$15,000	$12,300
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$18,300	$15,000	$12,300

Trade In Black Book values as of 4/3/2015

	X-CL	Clean	Average	Rough
Base	N/A	$18,560	$15,260	$11,620
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$18,560	$15,260	$11,620

Retail Black Book values as of 4/3/2015

X-CL	Clean	Average	Rough

Black Book Print Vehicle

	X-CL	Clean	Average	Rough
Base	N/A	$21,775	$18,200	$14,775
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$21,775	$18,200	$14,775

Residual Black Book values as of 4/3/2015

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

Black Book Add/Deducts

20-Inch Wheels +300
Entertainment System +100
Navigation System +100
Power Running Boards +175
Power Sunroof +300
w/o 3rd Seat -100

Income Worksheet

A. Requested Loan Amount:	2000	A. Requested Residual Income
B. Maximum Loan Value (MLV):	600	B. MLV Required Residual Income

Employee Use Only

Income	Description	Amount
Employment		$ 12,000
Gross Monthly Salary or Wages		$
Part-Time Gross Monthly Salary or Wages		
Other/Expected Income	**Description**	**Amount**
Gross Bonus or Commission		$
Social Security/ Disability		$
Gross Pension/Retirement		$
Unemployment		$
Alimony or Child Support		$ 4,000
Other Income (Babysitting, Lawn care, etc.):		+ $ 16,000
Total Current/Expected Income	**Part 1:** Please add all income amounts and enter amount here	- $ 2,500
Total Monthly Expense	**Part 2:** Please add all monthly expenses and enter amount here	= $ 13,500
Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total Subtract total expenses from Total Income. The Net Monthly Income must be equal to or greater than the Required Net Income.		$
		Cash to customer
		Employee Use Only

Applicant Name: David Ramirez

Today's Date: 4/4/15

Driver's License/Government Issued ID Number: [redacted]

A - 316

604A LOAN REVIEW WORKSHEET

Licensee Name & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start Date: 5/15/2015

Licensee Address: 9555 S. EASTERN AVE, SUITE 105, LAS VEGAS, NV 89123

Exam as of: 5/15/2015

Borrower Name & Address: JURBALA THOMAS ANDREW

Examiner: EC/KL

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10469-0141674	12/18/2014	$7,000.00	7/16/2015	$3,061.56	6 & 1	1437.37/1437.34	121.55%	YES

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

Is the loan secured? **YES** If so, what is the collateral? 2007 CHEVROLET SILVERADO 2500 If secured by a vehicle title, is it filed and perfected? **YES**

What is the borrower's expected gross monthly income? $10,000 Was the borrower's income verified? **YES** Paystub ☐ Affidavit ☑ Other:

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

(Applies to D/D Loans) *NRS 604A.408(1)* Does the *original term* of the D/D Loan not exceed 35 days? **N/A**

(Applies to High-Interest Loans Only) *NRS 604A.425(1b)* Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income? **N/A**

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

(Applies to Title Loans Only) *NRS 604A.450(1)* Does the loan amount exceed the fair market value of the vehicle securing the loan? **NO** Fair Market Value: $12,150.00

(Applies to Title Loans Only) *NRS 604A.445(1)* Does the original term of the title loan exceed 30 days? **NO**

(Applies to Title Loans Only) *NRS 60A.445(2)* Has the title loan been extended for more than six additional periods, *pursuant to NRS 604A.445 (2)?* **NO**

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

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

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

Is the loan a collection account? **NO** Has the loan been extended or renewed? **NO** How many times? **0** *Extensions: Title-6 add'l periods; D/D & High Int Loans - 90 days* Are receipts filed? **YES**

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS.604A.210 AND 445. GRACE PERIOD PAYMENT DEFERMENT AGREEMENT, $11895.10

APP 010136
ROA 008842

Date: 12/18/2014

Title Loan Agreement

Number: 10469-0141674

Customer & Co-Customer Information					
ACCOUNT NUMBER: 10469-0141674					
FIRST NAME Thomas	LAST NAME [redacted]		CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME	
[redacted]		NO	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
24 Highland Creek Dr			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE [redacted]	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[redacted]			CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH	

[redacted] Information			
LICENSEE'S HOURS OF OPERATION: Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER (702)263-7655		
LICENSEE STREET ADDRESS 9555 S. Eastern Ave., Suite 105	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89123
VEHICLE IDENTIFICATION NUMBER (VIN) 1GCHC23U27F154396	LICENSE PLATE 044YTF		
VEHICLE YEAR 2007	VEHICLE MAKE CHEVROLET	VEHICLE MODEL SILVERADO 2500	COLOR WHITE

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $7,000.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 07/16/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
121.5462 %	$3,061.56	$7,000.00	$10,061.56

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$1,437.37	1/17/2015 and each 30 days thereafter
1	$1,437.34	7/16/2015

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

Filing Fee: $ 0.00

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

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

Itemization of Amount Financed of $7,000.00

1. Amount given to you directly: $7,000.00
2. Amount paid on your account: $0.00
3. Amount paid to public officials: $ 0.00
4. Amount paid to _____ on your behalf: $0.00

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

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

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

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

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

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

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

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

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

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

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

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

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

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

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

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

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

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

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

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

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

TitleMax of Nevada, Inc. d/b/aTitleMax

Customer's Signature — Date 12/18/14

Its Authorized Agent — Date 12/18/14

Co-Customer's Signature — Date

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

Customer Rece t/Repayment Plan Recei (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: Thomas Jurbala
LOAN AGREEMENT IDENTIFICATION NO. 10469-0141674 LOAN AGREEMENT DATE: 12/18/2014 12:26:37 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/09/2015 02:06:07 PM
AMOUNT PAID: $700.00	AGENT RECEIVING PAYMENT: Bradley King

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$700.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$700.00
BALANCE DUE ON LOAN:	$7,510.72
NEXT SCHEDULED DUE DATE:	4/17/2015

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

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

Thomas Jurbala
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 #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	Thomas Jurbala
LOAN AGREEMENT IDENTIFICATION NO. 10469-0141674 LOAN AGREEMENT DATE: 12/18/2014 12:26:37 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 03/14/2015 12:50:44 PM
AMOUNT PAID: $700.00	AGENT RECEIVING PAYMENT: Tammy Brinkley

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$700.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$700.00
BALANCE DUE ON LOAN:	$7,604.66
NEXT SCHEDULED DUE DATE:	3/18/2015

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

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

Thomas Jurbala
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 #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	Thomas Jurbala
LOAN AGREEMENT IDENTIFICATION NO. 10469-0141674 LOAN AGREEMENT DATE: 12/18/2014 12:26:37 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/17/2015 09:12:34 AM
AMOUNT PAID: $700.00	AGENT RECEIVING PAYMENT: Tammy Brinkley

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$700.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$700.00
BALANCE DUE ON LOAN:	$7,721.91
NEXT SCHEDULED DUE DATE:	2/16/2015

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

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

T Jurbala
Printed Name

Signature

Customer Receipt/Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: Thomas Andrew Jurbala 24 Highland Creek Dr Henderson, NV 89052
LOAN AGREEMENT IDENTIFICATION NO. 10469-0072434 LOAN AGREEMENT DATE: 09/24/2013 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/04/2015 09:35:27
AMOUNT PAID: $360.00	AGENT RECEIVING PAYMENT: Tammy Brinkley (275)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 360.00	PRINCIPAL:	$ 0.00
INTEREST PAID:	$ 0.00	INTEREST:	$ 0.00
CHARGES PAID:	$ 0.00	FEES:	$ 0.00
FEES PAID:	$ 0.00	CHARGES:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 360.00	BALANCE DUE ON LOAN:	$ 0.00
		REPAYMENT PLAN MINIMUM	$ 0.00
		NEXT SCHEDULED DUE DATE:	1/14/2015

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

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

Extension. By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 121.55% per annum.**

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

T Jurbala
Printed Name

Signature

Title...ax of Nevada, Inc. d/b/a TitleMax
9555 S. Eastern Ave., Suite 105
Las Vegas, NV 89123
(702)263-7655
3/30/2015

Thomas Jurbala
24 Highland Creek Dr
Henderson, NV 89052

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

Dear Customer:

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

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

From:

TITLEMAX
9555 S EASTERN AVE #105
LAS VEGAS NV 89123
(702)263-7655

To: Thomas Jurbala
24 Highland Creek Dr.
Henderson, NV 89052

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

POST OFFICE EXPIRES MAR 30 2015 LAS VEGAS NV 89119-4507

1000

U.S. POSTAGE PAID LAS VEGAS, NV 89119 MAR 30, '15 AMOUNT $1.30

...nt ("Loan Agreement") with TitleMax of ... you entered a Grace Period Payments ...ax. On 3/19/2015 ("Date of Default")you ...ent and, if applicable, the Grace Period ...he outstanding balance by repossessing ... written AMENDMENT OF THE TITLE ...epayment Plan").

...rm of at least 90 days after the Date of

...res by 4/18/2015 : (1) return to the ...plicable, the Grace Period Payments ... we prepare; and (3) make an initial ... balance on the original transaction is

Date:	02/17/2015	Amount:	$700.00
Date:	03/14/2015	Amount:	$700.00

The total amount due if you enter into a Repayment Plan on or before 4/18/2015 will be $1,506.95.

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

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

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

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

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

Sincerely,

Tammy Binkley

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

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

(1) The amount of the debt is $7,534.73 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax (2) is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: Account Number: 10469-0141674

Customer Name:
Thomas Jurbala
Address:
24 Highland Creek Dr
Henderson, NV 89052

Co-Borrower Name:

Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax
Address: 9555 S. Eastern Ave., Suite 105
Las Vegas, NV 89123

Vehicle Information:2007 CHEVROLET SILVERADO 2500 1GCHC23U27F

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 12/18/2014 ("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	$699.30	1/17/2015
2	$699.30	2/16/2015
3	$699.30	3/18/2015
4	$699.30	4/17/2015
5	$699.30	5/17/2015
6	$699.30	6/16/2015
7	$699.30	7/16/2015
8	$1,000.00	8/15/2015
9	$1,000.00	9/14/2015
10	$1,000.00	10/14/2015
11	$1,000.00	11/13/2015
12	$1,000.00	12/13/2015
13	$1,000.00	1/12/2016
14	$1,000.00	2/11/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$11,895.10	

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

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

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

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

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

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

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

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% 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

Customer's Signature 3/14/15 Date

Its Authorized Agent 3-14-15 Date

Co-Borrower's Signature Date

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

Customer Application

Personal Information

Date 12/18/14	[redacted]	
Last Name JORBACA	First Name Thomas	Middle Name ANDREW
[redacted]		
6pm	☐ Home Phone ☑ Cell Phone	

Physical Address (Street Number & Name) 24 HIGHLAND CREEK DR			Apt #
City HENDERSON	State NV	Zip 89052	County CLARK
Mailing Address (If different from physical address) SAME			
City	State	Zip	

[redacted]

Pay Frequency: (check one) ☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks) ☐ Weekly ☑ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☐ Self-Employed	12/30/14	Gross Monthly Income $ 10,000	Gross Monthly Obligations $ 4750	[redacted]

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
Alimony, child support, or separate maintenance received under: ☐ court order ☐ written agreement ☐ oral understanding.
Are you currently in bankruptcy? ☐ yes ☑ no

Credit References

[redacted]

Personal References

[redacted]

APP 010152
ROA 008858

Co-Applicant Information

Date	State Issued ID Number	Date of Birth	Social Security #
Last Name	First Name		Middle Name
Home Phone	Cell Phone†		Email Address (optional)††
Best time to call?	Which number do you prefer that we call? ☐ Home Phone ☐ Cell Phone		
Physical Address *(Street Number & Name)*			Apt #
City	State	Zip	County
Mailing Address *(if different from physical address)*			
City	State	Zip	
Employer * *(Source of Income)*	Employer Address *(Street Number & Name)*		
City	State	Zip	Time at Job?
Work Phone #	Job Title	Supervisor	

Pay Frequency: *(check one)*	Next Payday	Current and Expected Gross Monthly Income	Current and Expected Gross Monthly Obligations	Work Shift	
☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks) ☐ 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? ☐ yes ☐ no

How did you hear about us? (Circle one.)

Friend/Referral Name of referrer? _____ Saw Store Television Yellow Pages Repeat Customer

Internet Billboard Postcard Other: _____

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

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

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

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

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

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

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

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

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

Ability to Repay Verification.

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

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

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

Applicant Signature	12/18/14 **Date**
Co-Applicant Signature	**Date**

Affidavit

STATE OF NEVADA
COUNTY OF Clark

Title Loan Agreement No.: 10469-0141674
Date: 12/18/2014

Customer Name: THomas Jurbala Address: 24 Highland Creek Dr. Henderson, NV 89052 Co-Borrower Name: Address: N/A	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 9555 S. Eastern Ave. Ste. 105 Las Vegas, NV. 89123

Vehicle Information: VIN: 1GCHC23U27F154396
License Plate State and No: 044-YTF Color: White Year: 2007 Make: Chevrolet Model: Silverado 2500

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830,Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

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

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: *(a) The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, THomas Jurbala, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and

2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: _____

Co-Borrower Signature: _____

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1GCHC23U27F154396	2007	CHEV	SILVERADO	TCW	NV006019955

DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
03/14/2013	121325	G		5594	6008	

VEHICLE COLOR

ODOMETER BRAND: ACTUAL MILES

BRANDS

OWNER(S) NAME AND ADDRESS
JURBALA THOMAS ANDREW
24 HIGHLAND CREEK DR
HENDERSON NV 89052-6611

LIENHOLDER NAME AND ADDRESS
TITLE MAX OF NEVAD DBA TITLE MAX
9555 S EASTERN AVE STE 105
LAS VEGAS NV 89123-7999

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

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

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

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

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

Address — City — State — Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING NO TENTHS

☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.
☐ Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership — Printed Name of Seller(s)/Agent/Dealership

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

Signature of Buyer — Printed Full Legal Name of Buyer

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

CONTROL NO.
[illegible]
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

Contact Information

12/18/2014

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2007 Chevrolet Silverado 2500 Clsc LT Crew Cab

MSRP: $29,550
Fin Adv: $15,675
Equip Ret: $37,775
Tire Size: 245/75R16
Base HP: 300 @ 4400
Taxable HP: 51.2
Model Number: CC25943
Price Includes: AT AC 8CY

VIN: 1GCHC23U27F154396
UVC: 2007160224
MPG: —/—
Weight: 9200
Fuel Type: Gas
Wheelbase: 167.0
End of Term Months: 0

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

Wholesale Black Book values as of 12/18/2014

	X-CL	Clean	Average	Rough
Base	N/A	$15,750	$12,150	$9,150
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$15,750	$12,150	$9,150

Trade In Black Book values as of 12/18/2014

	X-CL	Clean	Average	Rough
Base	N/A	$16,110	$12,510	$8,645
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$16,110	$12,510	$8,645

Retail Black Book values as of 12/18/2014

X-CL	Clean	Average	Rough

	X-CL	Clean	Average	Rough
Base	N/A	$19,000	$14,975	$11,375
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$19,000	$14,975	$11,375

Residual Black Book values as of 12/18/2014

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

Black Book Add/Deducts

8100 V8 0
Cab & Chassis -100
Chrome Package +125
Duramax Diesel +4600
Entertainment System +100
Flat Dump +1800
Flat/Stake Bed +975
Hydric Hook Wrecker +2800
Landscape Body +650
Leather +675
Liftgate +650
Power Driver Seat +150
Power Sunroof +300
Pwr/Htd/Lth Seats +1500
Refrigerated Body +2250
Rollback Wrecker +5000
Util/Work Body +975
Van/Box Body +650
w/o AT - Exc Diesel -925
w/o Factory Air -450

Income Worksheet

Employee Use Only

Income

Employment	Description	Amount
Gross Monthly Salary or Wages		$ 10,000
Part-Time Gross Monthly Salary or Wages		$
Other/Expected Income	**Description**	**Amount**
Gross Bonus or Commission		$
Social Security/ Disability		$
Gross Pension/Retirement		$
Unemployment		$
Alimony or Child Support		$
Other Income (Babysitting, Lawn care, etc.):		$
Total Current/Expected Income	**Part 1:** Please add all income amounts and enter amount here	+ $ 10,000
Total Monthly Expense	**Part 2:** Please add all monthly expenses and enter amount here	- $ 4750
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.		= $ 5250

Applicant Name: Thomas A. Jurbana

Today's date: 12/18/14

Employee Use Only

Driver's License/Government Issued ID Number:

Ability to Pay Summary

Loan Number	10469-0141674
Customer Name	Thomas Jurbala
Is Customer a Covered Borrower	No
Requested Loan Amount	$7,000.00
Title Fee	$0
MLV Amount	$7,700
Gross Monthly Income	$10,000.00
Current and Expected Monthly Obligations	$5,250.00
Other TitleMax Loan Payment	$0.00
Rate Match/Rate for Other TitleMax Loan	9.99%
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	$4,750.00

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

210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	$	10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	$	7,700
Interest Rate		9.99%
Max Cash to Customer Amount	$	7,700.00
Actual Cash to Customer Amount	$	7,000.00
Title Fee Amount	$	-
Total Loan Amount	$	7,000
Amortized Loan Payment		$1,437.37
Total Payback Amount		$10,061.56
Minimum Payment to Extend		$699.30
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		$1,000.00

[illegible]

[illegible]

07.18.2014

A - 317

604A LOAN REVIEW WORKSHEET

Licensee Name & DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start Date: 5/15/2015

Licensee Address: 9555 S. EASTERN AVE, SUITE 105, LAS VEGAS, NV 89123

Exam as of: 5/15/2015

Borrower Name & Address: RANDALL WIEDNER

Examiner: EC/KL

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
10469-0151826	2/27/2015	$7,020.00	9/15/2015	$3,070.33	6 & 1	1441.47/1441.51	121.55%	YES

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

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

What is the borrower's expected gross monthly income? $9,000 Was the borrower's income verified? **YES** Paystub ☐ Affidavit ☑ Other:

(Applies to Deferred Deposit Only) *NRS 604A.425(1a)*	Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?	**N/A**
(Applies to D/D Loans) *NRS 604A.408(1)*	Does the *original term* of the D/D Loan not exceed 35 days?	**N/A**
(Applies to High-Interest Loans Only) *NRS 604A.425(1b)*	Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income?	**N/A**
(Applies High-Int Loans) *NRS 604A.408(1)*	Does the *original term* of the HIL not exceed 35 days?	**N/A**
(Applies to Title Loans Only) *NRS 604A.450(1)*	Does the loan amount exceed the fair market value of the vehicle securing the loan?	**NO** Fair Market Value: $10,575.00
(Applies to Title Loans Only) *NRS 604A.445(1)*	Does the original term of the title loan exceed 30 days?	**NO**
(Applies to Title Loans Only) *NRS 60A.445(2)*	Has the title loan been extended for more than six additional periods, *pursuant to NRS 604A.445 (2)?*	**NO**

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

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

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

Is the loan a collection account? **NO** | Has the loan been extended or renewed? **NO** How many times? **0** *Extensions: Title-6 add'l periods; D/D & High Int Loans - 90 days* | Are receipts filed? **YES**

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS.604A.210 AND 445. GRACE PERIOD PAYMENT DEFERMENT AGREEMENT, $11,929.10

APP 010163
ROA 008869

Date: 2/17/2015

Title Loan Agreement

Number: 10469-0151826

Customer & Co-Customer Information			ACCOUNT NUMBER: 10469-0151826		
FIRST NAME Randall	LAST NAME Weidner		CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME	
[redacted]			CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 2518 Stonequist Ave			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE 89052	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[redacted]			CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH	

Motor Vehicle & Licensee Information			
LICENSEE'S HOURS OF OPERATION: Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER (702)263-7655		
LICENSEE STREET ADDRESS 9555 S. Eastern Ave., Suite 105	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89123
VEHICLE IDENTIFICATION NUMBER (VIN) 5n1an08u17c540488	LICENSE PLATE UMBRAGE		
VEHICLE YEAR 2007	VEHICLE MAKE Nissan	VEHICLE MODEL xterra 4.0	COLOR white

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $7,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 09/15/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
121.5462 %	$3,070.33	$7,020.00	$10,090.33

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$1,441.47	3/19/2015 and each 30 days thereafter
1	$1,441.51	9/15/2015

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

Filing Fee: $20.00

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

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

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

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

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

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

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

Repayment Plan Disclosure: If you default on t' ' ' ' an, we must offer a Repayment Plan to you be' ' we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

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

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

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

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

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

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

2. You acknowledge and agree that by entering in[illegible]is Arbitration Provision:

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

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

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

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

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

TitleMax of Nevada, Inc. d/b/a TitleMax
9555 S. Eastern Ave., Suite 105
Las Vegas, NV 89123
(702)263-7655
3/30/2015

Randall Weidner
2518 Stonequist Ave
Henderson, NV 89052

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

Dear Customer:

On 2/17/2015 12:34:33 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on N/A you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 3/20/2015 ("Date of Default")you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments ... attempt to collect the outstanding balance by repossessing the ... n AMENDMENT OF THE TITLE LOAN ... ent Plan").

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

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

From:

TITLEMAX
9555 S EASTERN AVE #105
LAS VEGAS NV 89123
(702)263-7655

To: Randall Weidner
2518 Stonequist Ave
Henderson, NV 89052

POST OFFICE EXPRESS
LAS VEGAS NV 89119-4507
MAR 30 2015

1000

UNITED STATES POSTAL SERVICE

U.S. POSTAGE PAID
LAS VEGAS, NV
89119
MAR 30, 15
AMOUNT
$1.30

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

...rm of at least 90 days after the Date of

...ures by 4/19/2015 : (1) return to the ...pplicable, the Grace Period Payments ...n we prepare; and (3) make an initial ...g balance on the original transaction is

The total amount due if you enter into a Repayment Plan on or before 4/19/2015 will be $1,595.69.

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

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

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

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

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

Sincerely,

Tammy Brinkley

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

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

(1) The amount of the debt is $7,978.44 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax (2) is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: Randall Weidner
LOAN AGREEMENT IDENTIFICATION NO. 10469-0151826 LOAN AGREEMENT DATE: 2/17/2015 12:34:33 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/17/2015 12:31:16 PM
AMOUNT PAID: $701.30	AGENT RECEIVING PAYMENT: Tammy Brinkley

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$701.30
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$701.30
BALANCE DUE ON LOAN:	$7,697.92
NEXT SCHEDULED DUE DATE:	4/18/2015

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

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

Randall Weidner

Printed Name

Randall Weidner

Signature

APP 010170

ROA 008876

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 4-17-15

Account Number: 10469-0151826

Customer Name: Randall Weidner Address: 2518 Stonequist Ave Henderson, NV 89052 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123 Vehicle Information:2007 Nissan xterra 4.0 5n1an08u17c540488

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 02/17/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065..** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	$701.30	3/19/2015
2	$701.30	4/18/2015
3	$701.30	5/18/2015
4	$701.30	6/17/2015
5	$701.30	7/17/2015
6	$701.30	8/16/2015
7	$701.30	9/15/2015
8	$1,002.86	10/15/2015
9	$1,002.86	11/14/2015
10	$1,002.86	12/14/2015
11	$1,002.86	1/13/2016
12	$1,002.86	2/12/2016
13	$1,002.86	3/13/2016
14	$1,002.84	4/12/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$11,929.10	

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

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

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

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

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

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

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

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

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

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

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

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

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

4-17-15 4/17/15

Customer's Signature Date Its Authorized Agent Date

Co-Borrower's Signature Date

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

Customer Application

Personal Information

Date 2-17-15	[redacted]	Date of Birth [redacted]	Social Security [redacted]
Last Name Weidner	First Name Randall		Middle Name Kevin
Home Ph[redacted]	Cell Phone[redacted]		Email Address (optional)††
Best time to call? Mornings 9-12	Which number do you prefer that we call? ☐ Home Phone ☒ Cell Phone		
Physical Address (Street Number & Name) 2518 Stonegate Ave			Apt #
City Henderson	State NV	Zip 89052	County Clark
Mailing Address (If different from physical address) same			
City	State	Zip	

Source of Income

Employer * (Source of Income) [redacted]	Employer Address (Street Number & Name) 3339 S. Las Vegas Blvd 89109			
Work Phone 702-369-8166	[redacted]	Next Payday Thur 2-26-15	Current and Expected Gross Monthly Income $ 900	Gross Monthly Obligations $ 600
Pay Frequency: (check one) ☐ 1st & 15th of month ☐ 15th & end of month ☒ Biweekly (every 2 weeks) ☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day) ☐ Self-Employed				Work Shift [redacted]

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
Alimony, child support, or separate maintenance received under: ☐ court order ☐ written agreement ☐ oral understanding.
Are you currently in bankruptcy? ☐ yes ☒ no

Credit References

Bus[redacted]			
Add[redacted]			
Bus[redacted]			
Address (Street Number & Name)	City LV	NV	

Personal References

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

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Co-Applicant Information

Date	State Issued ID Number	Date of Birth	Social Security #
Last Name	First Name		Middle Name
Home Phone	Cell Phone†		Email Address (optional)††
Best time to call?	Which number do you prefer that we call? ☐ Home Phone ☐ Cell Phone		
Physical Address *(Street Number & Name)*			Apt #
City	State	Zip	County
Mailing Address *(If different from physical address)*			
City	State	Zip	
Employer * *(Source of Income)*	Employer Address *(Street Number & Name)*		
City	State	Zip	Time at Job?
Work Phone #	Job Title	Supervisor	

Pay Frequency: *(check one)*	Next Payday	Current and Expected Gross Monthly Income	Current and Expected Gross Monthly Obligations	Work Shift	
☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks) ☐ 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? ☐ yes ☐ no

How did you hear about us? (Circle one.)

Friend/Referral Name of referrer? _____ Saw Store Television Yellow Pages Repeat Customer

Internet Billboard Postcard Other: _____

ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

Applicant Signature — Date: 2-17-15

Co-Applicant Signature — Date:

Affidavit

STATE OF NEVADA
COUNTY OF Clark

Title Loan Agreement No.: 10469-015182G
Date: 02-17-2015

Customer Name: Randall Weidner Address: 2518 Stonequist Ave Henderson, NV 89052 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax Address: 9555 S. EASTERN AVE LAS VEGAS, NV 89123

Vehicle Information: VIN: 5N1AN08U17C540488
License Plate State and No: UMBRAGE Color: WHTE Year: 2007 Make: NISSAN Model: XTERRA SE

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlemax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830,Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

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

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: *(a) The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Randall Weidner, 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: Randall Weidner

Co-Borrower Signature: _____

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
5N1AN08U17C540488	2007	NISS	XTERRA 4.0	T4W	NV007621474

DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
03/13/2015	55620	G		4026		

VEHICLE COLOR	ODOMETER BRAND	BRANDS
	ACTUAL MILES	

OWNER(S) NAME AND ADDRESS
WEIDNER RANDALL KEVIN
2518 STONEQUIST AVE
HENDERSON NV 89052-2338

LIENHOLDER NAME AND ADDRESS
TITLEMAX OF NEVADA
9555 S EASTERN AVE STE 105
LAS VEGAS NV 89123-7999

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

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

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

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

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

Address — City — State — Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

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

Signature of Seller(s)/Agent/Dealership — Printed Name of Seller(s)/Agent/Dealership

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

Signature of Buyer — Printed Full Legal Name of Buyer

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

CONTROL NO.
[illegible]
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 9/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

Black Book Print Vehicle

2/17/2015

Contact Information

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2007 Nissan Xterra SE 4D Utility

MSRP: $25,900
Fin Adv: $9,775
Equip Ret: $29,129
Tire Size: 265/65R17
Base HP: 261 @ 5600
Taxable HP: 33.9
Model Number: 04317
Price Includes: AT AC

VIN: 5N1AN08U17C540488
UVC: 2007640190
MPG: 16/22
Weight: 5200
Fuel Type: Gas
Wheelbase: 106.3
End of Term Months: 0

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

Wholesale Black Book values as of 2/17/2015

	X-CL	Clean	Average	Rough
Base	N/A	$9,800	$8,300	$6,900
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$9,800	$8,300	$6,900

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

	X-CL	Clean	Average	Rough
Base	N/A	$9,950	$8,450	$6,555
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$9,950	$8,450	$6,555

Retail Black Book values as of 2/17/2015

	X-CL	Clean	Average	Rough
Base				

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ROA 008887

Black Book Print Vehicle

	X-CL	Clean	Average	Rough
	N/A	$12,475	$10,575	$8,850
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$12,475	$10,575	$8,850

Residual Black Book values as of 2/17/2015

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

Black Book Add/Deducts

Income Worksheet

A. Requested Loan Amount: 7000	A. Requested Residual Income: 1486
B. Maximum Loan Value (MLV): 7000	B. MLV Required Residual Income: 1486

Employee Use Only

Income	Description	Amount
Employment		
Gross Monthly Salary or Wages		$ 9000
Part-Time Gross Monthly Salary or Wages		$
Other/Expected Income	**Description**	**Amount**
Gross Bonus or Commission		$
Social Security/ Disability		$
Gross Pension/Retirement		$
Unemployment		$
Alimony or Child Support		$
Other Income (Babysitting, Lawn care, etc.):		$
Total Current/Expected Income	**Part 1:** Please add all income amounts and enter amount here	+ $ 9000
Total Monthly Expense	**Part 2:** Please add all monthly expenses and enter amount here	- $ 6000
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.		= $ 3000

Applicant Name: Randall Weidner	$ 7000 Disb to Customer
Today's date: 2-17-15	***Employee Use Only***
Driver's License/Government Issued ID Number: [redacted]	

Ability to Pay Summary

Loan Number	10469-0151826
Customer Name	Randall Weidner
Is Customer a Covered Borrower	No
Requested Loan Amount	$7,000.00
Title Fee	$20
MLV Amount	$7,000
Gross Monthly Income	$9,000.00
Current and Expected Monthly Obligations	$6,000.00
Other TitleMax Loan Payment	$0.00
Rate Match/Rate for Other TitleMax Loan	9.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	$3,000.00

210 INSTALLMENT RATE STRUCTURE

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

210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	$	7,020
Interest Rate		9.99%
Max Cash to Customer Amount	$	7,000.00
Actual Cash to Customer Amount	$	7,000.00
Title Fee Amount	$	20
Total Loan Amount	$	7,020
Amortized Loan Payment		$1,441.47
Total Payback Amount		$10,090.30
Minimum Payment to Extend		$701.30
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		$1,002.86

CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 9.99%

07.18.2014

A - 318

604A LOAN REVIEW WORKSHEET

Licensee Name & DBA: Titlemax

Exam Start Date: 5/15/2015

Licensee Address: 9555 S. Eastern Avenue, Suite 105, Las Vegas, NV 89123

Exam as of: 5/15/2015

Borrower Name & Address: Michael Woollard 3051 Evening Wind Street, Henderson, NV 89052

Examiner: Kelvin Lam

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR corre
10469-0142531	12/22/2014	$10,000.00	7/20/2015	$4,850.26	7	$14,850.26	133.71%	YES

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

Is the loan secured? **YES** If so, what is the collateral? 2012 Toyota Tacoma If secured by a vehicle title, is it filed and perfected? Y

What is the borrower's expected gross monthly income? $8,500 Was the borrower's income verified? **YES** Paystub ☐ Affidavit ☑ Other:

(Applies to Deferred Deposit Only) *NRS 604A.425(1a)*	Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?	**N/A**
(Applies to D/D Loans) *NRS 604A.408(1)*	Does the *original term* of the D/D Loan not exceed 35 days?	**N/A**
(Applies to High-Interest Loans Only) *NRS 604A.425(1b)*	Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income?	**N/A**
(Applies High-Int Loans) *NRS 604A.408(1)*	Does the *original term* of the HIL not exceed 35 days?	**N/A**
(Applies to Title Loans Only) *NRS 604A.450(1)*	Does the loan amount exceed the fair market value of the vehicle securing the loan?	**NO** Fair Market Value: $29,750
(Applies to Title Loans Only) *NRS 604A.445(1)*	Does the original term of the title loan exceed 30 days?	**NO**
(Applies to Title Loans Only) *NRS 60A.445(2)*	Has the title loan been extended for more than six additional periods, *pursuant to NRS 604A.445 (2)?*	**NO**

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

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

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

Is the loan a collection account? **YES** | Has the loan been extended or renewed? **NO** How many times? **0** *Extensions: Title-6 add'l periods; D/D & High Int Loans - 90 days* | Are receipts filed? Y

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

604A.210 and 604A.445. Grace Periods Payments Deferment Agreement $17,693.00

APP 010186
ROA 008892

Title Loan Agreement

Date: 12/22/2014

Number: 10469-0142531

Customer & Co-Customer Information	ACCOUNT NUMBER: 10469-0142531				
FIRST NAME Michael	LAST NAME Woollard		CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME	
[redacted]	D. NO		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 3051 Evening Wind St			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE 89052	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[redacted]			CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH	

Motor Vehicle & Licensee Information	LICENSEE'S HOURS OF OPERATION: Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER (702)263-7655		
LICENSEE STREET ADDRESS 9555 S. Eastern Ave., Suite 105	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89123
VEHICLE IDENTIFICATION NUMBER (VIN) 3TMMU4FN1CM049399	LICENSE PLATE LVA8G9		
VEHICLE YEAR 2012	VEHICLE MAKE TOYT	VEHICLE MODEL TACOMA	COLOR SILVER

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $10,000.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 07/20/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
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	1/21/2015 and each 30 days thereafter
1	$2,121.44	7/20/2015

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

Filing Fee: $20.00

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

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

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

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

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

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

Repayment Plan Disclosure: If you default on th[illegible]n, we must offer a Repayment Plan to you befo[illegible]ve commence any civil action or process of alternative dispute resolution, or befo[illegible] we repossesses the Motor Vehicle.

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

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

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

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

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

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

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

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

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

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

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

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

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

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

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

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

TitleMax of Nevada, Inc. d/b/aTitleMax

[signature]	12/22/2014	Marina Simon	12/22/14
Customer's Signature	Date	Its Authorized Agent	Date

Co-Customer's Signature	Date

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 10469-0142531

Customer Name: Michael Woollard Address: 3051 Evening Wind St Henderson, NV 89052 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123 Vehicle Information:2012 TOYT TACOMA 3TMMU4FN1CM049399

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 12/22/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.**. Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	$1,099.00	1/21/2015
2	$1,099.00	2/20/2015
3	$1,099.00	3/22/2015
4	$1,099.00	4/21/2015
5	$1,099.00	5/21/2015
6	$1,099.00	6/20/2015
7	$1,099.00	7/20/2015
8	$1,428.57	8/19/2015
9	$1,428.57	9/18/2015
10	$1,428.57	10/18/2015
11	$1,428.57	11/17/2015
12	$1,428.57	12/17/2015
13	$1,428.57	1/16/2016
14	$1,428.58	2/15/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$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.

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

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

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

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

1/21/15

Customer's Signature Date

Its Authorized Agent 1/21/15 Date

Co-Borrower's Signature Date

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

Affidavit

STATE OF NEVADA
COUNTY OF Clark

Title Loan Agreement No.: 10469- 0142531
Date: 12-22-14

Customer Name: Michael Woollard Address: 3051 Evening Wind St. Henderson, NV 89052 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax Address: 9555 S. EASTERN AVE LAS VEGAS, NV 89123

Vehicle Information: VIN: 3TMMU4FN1CM049399
License Plate State and No: LVA8G9 Color: SLVR Year: 2012 Make: TOYT Model: TACOMA

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlemax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830,Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

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

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: *(a) The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Michael Woollard, 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: [signature]

Co-Borrower Signature: _____

Income Worksheet

A. Requested Loan Amount:	10000	~~10000~~ 2122 A. Requested Residual Income:
B. Maximum Loan Value (MLV):	10000	2122 B. MLV Required Residual Income:

Employee Use Only

Employment	Description	Amount
Gross Monthly Salary or Wages		$ 8500.00
Part-time Gross Monthly Salary or Wages		$
Other/Supported Income	**Description**	**Amount**
Gross Bonus or Commission		$
Social Security/Disability		$
Gross Pension/Retirement		$
Unemployment		$
Alimony/Child Support		$
Other Income (Only Sustainable Income etc.)		$
Total Current/Expected Income	**Part 1:** Please add all income amounts and enter amount here	+ $ 8500.00
Total Monthly Expense	**Part 2:** Please add all monthly expenses and enter amount here	- $ 4500.00
[illegible]	[illegible]	= $ 4000.00
Applicant: Michael Woollard		$ 10000 Cash to Customer
Today: 12/22/2014		***Employee Use Only***
Driver's Licence/Government Issued ID Number: [redacted]		010197 ROA 008903

Tit ax of Nevada, Inc. d/b/a TitleMax
9555 S. Eastern Ave., Suite 105
Las Vegas, NV 89123
(702)263-7655
5/2/2015

Michael Woollard
3051 Evening Wind St
Henderson, NV 89052

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

Dear Customer:

On 12/22/2014 5:02:14 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 01/21/2015 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 4/22/2015 ("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
Default.

To enter into a Repayment Plan you
location in which you signed the Lc
Deferment Agreement; (2) read and
payment of $2,016.73. The total of
$10,083.63. You made the following p

Date:	01/21/2015
Date:	02/27/2015
Date:	03/25/2015

UNITED STATES POSTAL SERVICE
Certificate of Ma
This Certificate of Mailing provides evidence that mail has been presented to USPS for
This form may be used for domestic and international mail
From:
TITLEMAX
9555 S EASTERN AVE #105
LAS VEGAS NV 89123
(702)263-7655
To: Michael Woollard
3051 Evening Wind St
Henderson, NV 89052
PS Form 3817, April 2007 PSN 7530-02-000-9065

1000
U.S. POSTAGE PAID HENDERSON,NV 89052 MAY 04, 15 AMOUNT $1.30
00119263-11

he total amount due if you enter into a Repayment Plan on or before 5/22/2015 will be $2,016.73.

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

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

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

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

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

Sincerely,

Tammy Brinkley

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 $10,083.63 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax (2) is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:	PAYMENT MADE ON BEHALF OF OR BY:
Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	Michael Woollard
LOAN AGREEMENT IDENTIFICATION NO. 10469-0142531 LOAN AGREEMENT DATE: 12/22/2014 5:02:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 01/21/2015 05:14:12 PM
AMOUNT PAID: $2,121.47	AGENT RECEIVING PAYMENT: Oscar Corado

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$1,022.47
INTEREST PAID:	$1,099.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$2,121.47
BALANCE DUE ON LOAN:	$8,977.53
NEXT SCHEDULED DUE DATE:	2/20/2015

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

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

Michael Woollard
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: Michael Woollard
LOAN AGREEMENT IDENTIFICATION NO. 10469-0142531 LOAN AGREEMENT DATE: 12/22/2014 5:02:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/27/2015 05:29:03 PM
AMOUNT PAID: $1,099.00	AGENT RECEIVING PAYMENT: Karina Limon

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$1,099.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$1,099.00
BALANCE DUE ON LOAN:	$9,095.37
NEXT SCHEDULED DUE DATE:	3/22/2015

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

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

Michael Woollard

Printed Name

Signature

APP 010201
ROA 008907

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #5 Eastern Ave 9555 S. Eastern Ave., Suite 105 Las Vegas, NV 89123	PAYMENT MADE ON BEHALF OF OR BY: Michael Woollard
LOAN AGREEMENT IDENTIFICATION NO. 10469-0142531 LOAN AGREEMENT DATE: 12/22/2014 5:02:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 03/25/2015 06:51:02 PM
AMOUNT PAID: $1,099.00	AGENT RECEIVING PAYMENT: Oscar Corado

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$126.08
INTEREST PAID:	$972.92
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$1,099.00
BALANCE DUE ON LOAN:	$8,851.45
NEXT SCHEDULED DUE DATE:	4/21/2015

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

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

Michael Woollard

Printed Name

Signature

APP 010202
ROA 008908

Ability to Pay Summary

Loan Number	10469-0142531
Customer Name	Michael Wollard
Is Customer a Covered Borrower	No
Requested Loan Amount	$9,980.00
Title Fee	$20
MLV Amount	$10,000
Gross Monthly Income	$8,500.00
Current and Expected Monthly Obligations	$4,500.00
Other TitleMax Loan Payment	$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	$4,000.00

210 INSTALLMENT RATE STRUCTURE

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

210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	$	10,020
Interest Rate		10.99%
Max Cash to Customer Amount	$	10,000.00
Actual Cash to Customer Amount	$	9,980.00
Title Fee Amount	$	20
Total Loan Amount	$	10,000
Amortized Loan Payment		$2,121.47
Total Payback Amount		$14,850.27
Minimum Payment to Extend		$1,099.00
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		$1,428.57

CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

07.18.2014

Contact Information 12/22/2014

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2012 Toyota Tacoma SR5 Double Cab 4X4 V6

MSRP: $27,585
Fin Adv: $25,325
Equip Ret: $30,373
Tire Size: 245/75R16
Base HP: 236 @ 5200
Taxable HP: 32.8
Model Number: 7596
Price Includes: AT AC

VIN: 3TMMU4FN1CM049399
UVC: 2012900253
MPG: 16/21
Weight: 5500
Fuel Type: Gas
Wheelbase: 140 9
End of Term Months: 0

Adj. State: National
Mileage: 0
Mileage Cat: A
Cylinders: 6
Transmission: A
Drive Train: 4WD
End of Term Mileage: 0

Wholesale Black Book values as of 12/22/2014

	X-CL	Clean	Average	Rough
Base	$25,850	$24,750	$23,150	$21,150
Options	$0	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	$0	$0	$0	$0
Total	$25,850	$24,750	$23,150	$21,150

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

	X-CL	Clean	Average	Rough
Base	N/A	$25,080	$23,630	$19,880
Options	N/A	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	$0	$0	$0
Total	N/A	$25,080	$23,630	$19,880

Retail Black Book values as of 12/22/2014

	X-CL	Clean	Average	Rough
Base				

Black Book Print Vehicle

	X-CL	Clean	Average	Rough
	$29,750	$28,375	$26,650	$23,900
Options	$0	$0	$0	$0
Mileage	N/A	N/A	N/A	N/A
Region	$0	$0	$0	$0
Total	$29,750	$28,375	$26,650	$23,900

Residual Black Book values as of 12/22/2014

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	$20,250	$18,250	$17,225	$16,200	$15,200	$14,225	$12,500	$0
Options	$0	$0	$0	$0	$0	$0	$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	$20,250	$18,250	$17,225	$16,200	$15,200	$14,225	$12,500	$0

Black Book Add/Deducts

Convenience Package +500
Leather +1125
Navigation System +750
TRD Off-Road Package +650
TRD Sport Package +650
TX Baja Series +2750
w/o Auto Trans -600
w/o SR5 -800

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN
3TMMU4FN1CM049399

YEAR 2012 | MAKE TOYT | MODEL TACOMA DOU | VEHICLE BODY TCW | TITLE NUMBER NV007502982

DATE ISSUED
01/22/2015

ODOMETER MILES
26

FUEL TYPE
G

SALES TAX PD

EMPTY WT | GROSS WT 5999 | GVWR

VEHICLE COLOR

ODOMETER BRAND
ACTUAL MILES

BRANDS

OWNER(S) NAME AND ADDRESS
WOOLLARD MICHAEL L
WOOLLARD LAUREN MICHELE
3061 EVENING WIND ST
HENDERSON NV 89052-3805

OR

LIENHOLDER NAME AND ADDRESS
TITLEMAX OF NEVADA
9555 S EASTERN AVE STE 105
LAS VEGAS NV 89123-7999

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

SIGNATURE OF AUTHORIZED AGENT _____ DATE _____

PRINTED NAME OF AGENT AND COMPANY _____

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

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

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

Address _____ City _____ State _____ Zip Code _____

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

ODOMETER READING _____ NO TENTHS

☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.
☐ Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership _____ Printed Name of Seller(s)/Agent/Dealership _____

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

Signature of Buyer _____ Printed Full Legal Name of Buyer _____

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

CONTROL NO.
[illegible]
(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

Customer Application

Personal Information

[redacted]

Date 12/22/2014

Last Name Woollard Michael Leonard

[redacted]

Best time to call? Afternoons

Which number do you prefer me to call? Home Phone X Cell Phone

Physical Address (Street Number & Name) 3051 Evening Wind Street

Apt #

City Henderson State NV Zip 89052 County Clark

Mailing Address (if different from physical address) (Same as above)

City State Zip

Source of Income

[redacted]

Pay Frequency: (check one)

☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks)

☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day)

X Self-Employed Monthly

Next Payday 1/15

Current and Expected

Gross Monthly Income	Gross Monthly Obligations
$8500.00	$4500.00

Work Shift [redacted]

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under court order, written agreement, or oral understanding.

Are you currently in bankruptcy? yes X no

Credit References

[redacted]

Personal References

[redacted]

Co-Applicant Information

Date	State Issued ID Number	Date of Birth	Social Security #
Last Name	First Name		Middle Name
Home Phone	Cel. Phone		Email Address (optional)††
Best time to call?	Which number do you prefer that we call? Home Phone Cell Phone		
Physical Address (Street Number & Name)			Apt #
City	State	Zip	County
Mailing Address (if different from physical address)			
City	State	Zip	
Employer * (Source of Income)	Employer Address (Street Number & Name)		
City	State	Zip	Time at Job?
Work Phone #	Job Title	Supervisor	

Pay Frequency: (check one)
☐ 1st & 15th of month ☐ 15th & end of month ☐ Biweekly (every 2 weeks)
☐ Weekly ☐ Monthly (last day) ☐ Monthly (1st day) ☐ Monthly (3rd day)
☐ Self-Employed

Next Payday	Current and Expected		Work Shift	
	Gross Monthly Income	Gross Monthly Obligations		
	$	$		

*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
Alimony, child support, or separate maintenance received under [illegible] agreement [illegible] oral understanding.
Are you currently in bankruptcy? yes no

How did you hear about us? (Circle one.)

Friend/Referral Name of referrer? _____ Saw Store Television Yellow Pages Repeat Customer

Internet Billboard Postcard Other: radio

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 electronically [illegible] **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 [illegible] The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those [illegible] Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws [illegible] any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request [illegible] within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper [illegible] at [illegible] charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to [illegible] disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge [illegible] you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need [illegible] computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 5.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To [illegible] you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you will 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. [illegible] 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 [illegible] disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures [illegible] address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us [illegible] 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 FORM TO DESCRIBED ABOVE, (2) READ THE [illegible] ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES [illegible] CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS [illegible] ELECTRONICALLY AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES WHICH WE WILL PROVIDE TO YOU [illegible] may request and obtain a copy of this information to retain for future reference.

APP 010208
ROA 008914

†**Cellular Phone Calls:** Receipt of cellular phone calls may be subject [illegible] 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 [illegible] account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other [illegible]

Phone Messages. You authorize us to contact the phone numbers [illegible] 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 [illegible] You further authorize and consent that we may contact any person or company [illegible] Customer Application [illegible] including any person [illegible] 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 [illegible] neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in [illegible] 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 [illegible] contain another arbitration provision that supersedes this arbitration provision and governs the [illegible] disputes. However [illegible] 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, the [illegible] in writing of the dispute. You have the right to select either of the following arbitration organizations, which will [illegible] the arbitration under its [illegible] Arbitration Association (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com, and we will advance all of the [illegible] 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 [illegible] not available and the [illegible] agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration [illegible] sections [illegible] provided such arbitration organization shall enforce the terms of this Customer Application [illegible] provision [illegible]

WARNING. This type of transaction is only intended to address short-term, long-term, **credit needs.** Repeated or frequent use can create serious financial hardships. You should [illegible] costs and benefits of all [illegible] into this type of transaction. Other forms of short-term credit that may be less expensive [illegible] other institution or from [illegible] credit card cash advance, an account with overdraft protection, or a salary advance.

Privacy Policy. You verify [illegible] received a copy of the company's Privacy Policy.

Updates: [illegible] changes to the information [illegible] 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 [illegible] participate in an interest free workout repayment plan, in which no cash payment is required. For such customers [illegible] agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the [illegible] 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:** MW

By signing below and submitting this Customer Application [illegible] all of the information in this Customer Application is accurate and correct, including the personal references [illegible] employment or source of income, and current and

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

Applicant Signature

12/22/2014
Date

Co-Applicant Signature

Date

APP 010210
ROA 008916

EXHIBIT B

BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA, INC.
DBA: TITLEMAX
5060 S. FORT APACHE RD. STE. 140
LAS VEGAS, NV 89148
WWW.TITLEMAX.COM

Examiner In Charge:	Christian Yanez	**Examined as of:**	August 31, 2014
Examination Started:	August 6, 2014	**Examination Closed:**	December 18, 2014
Total Exam Hours:	11.00	**Examination Number:**	64673

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Christian Yanez
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The annual examination of TitleMax of Nevada, Inc. DBA: TitleMax located at 5060 S. Fort Apache Rd., Ste. 140 Las Vegas, NV 89147 commenced on August 6, 2014. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted approval to initiate Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used as the main source of information for different products and services that TitleMax offers. Customers have the ability to complete a loan applications on-line. The application is reviewed by the call center and the customer is referred to one of the stores to complete the loan process.

The licensee currently offers the 120 day loan which allows the customer to make installment payments.

TitleMax currently has 40 locations in the state of Nevada. All the locations were visited during the process of this examination.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS 604A and NAC 604A. The examination consisted of a review of the following: active loans, paid-off loans, delinquent loans, loans that are in the repayment plan and declined loans, surety bonding requirement, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Emphasis was placed on compliance with state regulations as well as federal regulations such as the Truth in Lending Act (Regulation Z) and the Equal Credit Opportunity Act (Regulation B).

Annual Report

The annual report of operations is due to the Financial Institutions Division by April 15th each year. The annual report of operations for year ending 2013 was received on April 8th, 2014 which is in accordance with NRS 604A.750.

Surety Bond

The Surety Bond appears to be sufficient. It is currently posted at $265,000.00 under Bond Number 60088894 with Capitol Indemnity Corporation and is due for renewal on February 15, 2014. The licensee is in compliance with NRS 604A.610.

Internal / External Review

Titlemax did not submit any internal or external reviews. Internal or external reviews were not part of the scope of the current examination.

EXAMINATION COMMENTS AND CONCLUSIONS

Financial Audit / CPA
The CPA of the Financial Institutions Division performed an analysis of key financial figures for the fiscal year ending December 31, 2013, which were included in the 2013 Annual Report of Operations. No areas of concern were noted.

Internal Routine and Control
The licensee uses CashWise Financial Services Software for its loan operations. Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

During the previous examination the licensee was offering 30 day title loans. On January 28, 2014 the licensee sent a letter to the Financial Institutions Division stating that TitleMax is going to stop offering the 30 day title loans and start offering the 210 day title loans.

During the on-site visitation of current examination is was discovered that TitleMax stopped offering the 30 day loans as of July, 2014. The new product, 210 day title loan is currently being offered in all TitleMax locations in the State of Nevada.

The 210 day product mirrors NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee also implemented "Grace Period Payments Deferment Agreement." During the onsite visitations of store locations it was observed employees are pre-printing this grace period agreement and putting it in customer's files. The employees are also encouraging the customers to enter into this grace period agreement. The employees are provided the following statement to read to customers:

"TMX Employee:

Great! Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

This agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments which for the first seven payment the customer pays only interest. For the remaining seven payments the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with 604A.445(3).

Training
TitleMax provides training upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
According to the managers questionnaire, it is the licensee's policy to maintain all records for five years which is in compliance with NRS604A.700 and NAC 604A.200.

Collection Agency Utilized by the Licensee
As of the examination date, the licensee does not utilize the services of a third party collection agency. The internal collection process consists of sending letters and making phone calls to delinquent customers by TitleMax's collection department.

EXAMINATION COMMENTS AND CONCLUSIONS

FDCPA
TitleMax employees are required to be certified on an annually basis. All collection employees are required a minimum score of 80% to obtain the FDCPA certification. The store managers monitor all contact with debtors to assure that policy and produces are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The Financial Institutions Division complaint database was verified and indicates that as of October 14, 2014 there were three complaints filed against TitleMax since the previous examination. TitleMax responded to the complaints in a timely manner.

Total Sample Size

As of Exam Date	August 31, 2014

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	41	10	24.39%
Delinquent Loans	30	5	16.67%
Closed Loans	10	4	40.00%
Declined Loans	1	1	100.00%
Total Loans =	**82**	**20**	**24.39%**

All of the loan samples were chosen randomly by the examiner. As of the examination date, the licensee had:

EXAMINATION COMMENTS AND CONCLUSIONS

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:
2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

During the previous examination the licensee was found to be underwriting title loans in excess of the customer's disclosed income and obligations. There was no regard given to the customer's ability to repay the loan. This will be cited as a repeat violation. Please refer to the current violation section for more details.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
1. A licensee shall not:
(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.
1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms
(b) Requires the customer to secure the loan by either:
(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination several of the loan files reviewed showed co-borrowers which were not listed on the title of the vehicle. This violation will be cited as a repeat violation. Please refer to the current violation section for more details.

NRS 604A.410 Written loan agreement required; contents
2. The loan agreement must include, without limitation, the following information:
c) The date and amount of the loan, amount financed, annual percentage rate, finance charge, total of payments, payment schedule and a description and the amount of every fee charged, regardless of the name given to the fee and regardless of whether the fee is required to be included in the finance charge under the Truth in Lending Act and Regulation Z;

During the previous examination, the licensee did not indicate on the extension receipts the effective date of the extension. This violation occurred on the 30 day title loans. Since the previous examination the licensee has stopped offering the 30 day title loans. The new product 210 day title loan offered by the licensee does not allow any extensions. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NAC 604A.160 Translation of documents written in language other than English.
2. A document translated pursuant to this section must be:
(a) Translated by an interpreter who is:
(1) Certified by the Court Administrator in accordance with the provisions of NRS 1.510 and regulations adopted pursuant thereto; or NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.
(2) Approved in writing by the Division.
(b) Accompanied by a certificate issued by the interpreter.

During the previous examination, the licensee did not provide a copy of the Certified Court Interpreter in the State of Nevada. During the current examination the licensee was able to provide a copy of the Certified Court Interpreter for the State of Nevada. Therefore, this violation is deemed rectified.

NAC 604A.200 Maintenance of books and records.
1. Except as otherwise provided in NRS 604A.700, a licensee shall maintain for at least 3 years the original or a copy of each account, book, paper, written or electronic record or other document that concerns each loan or other transaction involving a customer in this State.
2. Except as otherwise provided in NRS 604A.620, those records must be maintained at a place of business in this State designated by the licensee.

During the previous examination, the licensee was unable to provide all the records requested by the examiner in charge. During the current examination the licensee was able to provide all the records requested. Therefore, this violation is deemed rectified.

NRS 604A.410 Written loan agreement required; contents.
1. Before making any loan to a customer, a licensee shall provide to the customer a written loan agreement which may be kept by the customer and which must be written in:
(a) English, if the transaction is conducted in English; or
(b) Spanish, if the transaction is conducted in Spanish.

During the previous examination the licensee was found to be using loan agreement written in English and receipts written in Spanish. During the current examination there was no evidence of such. Therefore, this violation is deemed rectified.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.475 **Repayment plan**
2. If the licensee intends to commence any civil action or process of alternative dispute resolution or repossess a vehicle in an effort to collect a defaulted loan, the licensee shall deliver to the customer, not later than 15 days after the date of default, or not later than 5 days after a check is not paid upon presentment or an electronic transfer of money fails, whichever is later, written notice of the opportunity to enter into a repayment plan. The written notice must:
(a) Be in English, if the initial transaction was conducted in English, or in Spanish, if the initial transaction was conducted in Spanish.

During the previous examination the licensee had a repayment plan offer in English and the receipt was issued in Spanish. During the current examination, there was no evidence that the repayment plans and the receipts were done in separate languages. Therefore, this violation is deemed rectified.

NRS 604A.150 **Additional terms defined under federal law; calculation of amount financed, annual percentage rate and finance charge.**
2. For the purposes of this chapter, proper calculation of the amount financed, annual percentage rate and finance charge for a loan must be made in accordance with the Truth in Lending Act and Regulation Z.

During the previous examination the licensee was found understating the APR. During the current examination there was no evidence of such. Therefore, the violation is deemed rectified.

EXIT MEETING

The exit meeting was held telephonically on December 18, 2014. The licensee was represented by Carrie E. Carbone, SVP of Compliance and Product General Counsel, Victoria Newman, Compliance and Corporate Counsel, Sarah C. Poff, Director of Compliance. The Financial Institutions Division was represented by Christian Yanez, Examiner in charge, Harveen Sekhon, Supervisory Examiner, Christopher Eccles, Attorney, Andrea Bruce, Examiner.

EXAMINATION COMMENTS AND CONCLUSIONS

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.

The title loans itemized below were underwritten in excess of the customer's disclosed income and obligations, therefore, there was no regard given to the customer's ability to repay the loan:

No Regard to Customer's Ability to Repay the Title Loan						
Borrower's Name	**Loan Number**	**Term**	**Stated Income**	**Stated Obligations**	**Total Amount of Loan(s)**	**Amount Over**
Dawn Rierson	13869-0098157	30 day	$1,200.00	$800.00	$2,282.40	$1,882.40
Edward Chan	13869-0116090	210 day	$2,000.00	$500.00	*$2,053.36	$553.36

* Amount off installment payment

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

REPEAT VIOLATION

NAC 604A.230 Prohibited acts: Miscellaneous acts.

1. A licensee shall not:

(a) Require or accept a guarantor to a transaction entered into with a customer.

NRS 604A.105 "Title loan" defined.

1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms

(b) Requires the customer to secure the loan by either:

(1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee.

EXAMINATION COMMENTS AND CONCLUSIONS

NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the current examination, the licensee provided a policy which states the following:

"The primary borrower must be on the title; however if there is a co-borrower (on the title or not), he must sign the Application and Contract."

During the stores visits, the examiner in charge found several files where the co-borrower was not in the vehicle title. In some instances the co-borrower had a different address and different last name.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension. Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and iuterest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrored NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445(3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax routinely offers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement").

Regarding the marketing of the Amended Agreement by store employees, onsite store visits showed that employees routinely encourage customers to enter into the Amended Agreement. The employees are

trained to encourage customers to participate in the Amended Agreement as soon as the original agreement is issued, and not wait until the loan is in default status. Pre-printed amended agreements were found in customers' files during the onsite store visits.
Moreover, management issued the below marketing statement with the instruction that employees should encourage customers to enter into the Amended Agreement. The marketing statement provides:

> "Your contract states that you have 7 payments of <Amortized Loan Payments> which are for every 30 days starting on < Due Date>. By making this payment on time, your loan will be paid in full when you make the final payment. However, for your convenience, you can also make a minimum payment of <Minimum Payment to Extend> during this time. Any principal left at the end of the term will be placed on a 0% payment plan for an additional seven months. Do you have any questions?"

The marketing statement emphasizes lower payments. But, in fact, under the Amended Agreement, the total amount owed by the customer is **more** than the total amount owed under the original loan agreement, as further detailed below.

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445(3).
Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are only interest and last seven payments are principal. Thus, Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

LOAN NUMBER	TOTAL AMOUNT TO BE PAID UNDER ORIGINAL LOAN AGREEMENT	TOTAL AMOUNT TO BE PAID UNDER "AMENDED" LOAN AGREEMENT	OVERAGE
13869-0114073	$4,476.94	$5,246.29	$769.35

EXAMINATION COMMENTS AND CONCLUSIONS

Titlemax must comply with NRS 604A.445 (3) and NRS 604A.210. Customers who enter into the Amended Agreement owe **more** money compared to the original loan with its fully amortized payments. Thus, Titlemax's Amended Agreement violates NRS 604A.445 (3) and NRS 604A.210.

Management's response: Ms. Sarah C. Poff, Director of Compliance, stated that a response will be sent to the Financial Institution Division once the report of examination is received.

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Needs Improvement."

A rating of **"Needs Improvement"** indicates that the licensee and the management of the licensee have demonstrated less than satisfactory compliance, or instances and situations involving a lack of compliance with applicable state and federal laws and regulations and that regulatory supervision is required. The licensee and management will be required to respond in writing to the report of examination within 30 days providing the procedures that have been initiated for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to state and federal laws and regulations.

CONFIDENTIAL – SUPERVISORY SECTION

EXAMINER(S):	OFFSITE	ONSITE		
Christian Yanez	5.00		DATE OF LAST EXAM	October 29, 2013
Andrea Bruce		4.50	RATING OF LAST EXAM	Needs Improvement
			MANAGER(S)	Jason Stinehour
CLERICAL TIME	.50		OFFICE HOURS	Mon-Fri 9:00am-7:00pm; Sat 10:00am-4:00pm
SUPERVISORY REVIEW	1.00		NUMBER OF EMPLOYEES	4
TOTAL BILLABLE HOURS	6.50	4.50	EXAMINATION RATING	**Needs Improvement**

SEND REPORT TO **(List only if address is different than what is listed on the cover page. If the only difference is the Attn: then list below who the Attn: should be):**

TitleMax of Nevada, Inc.
DBA: TitleMax
Attn: Ms. Sarah Poff, Director of Compliance
15 Bull Street, Suite 200
Savannah, GA 31401

MANAGEMENT:

TitleMax's executive officers are listed as follows:

Tracy Young, CEO
Carrie Lee, Corporate Office Manager/EA to CEO
Arthur Tretyak, SVP of Internet Lending Operations
Elizabeth Nelson, CAO
Paul Melvin, Corporate Controller
Lauren Thomas, VP Human Resources
Doug Marohn, SVP of Operations
Otto Bielss, SVP Operations
Kelly Wall, VP Finance
Brian Schmidt, General Counsel

COMMENTS:

The primary contact for this examination were:

Sara Dipalermo (No longer with the company.)
Ms. Sarah Poff. Director of Compliance. Ms. Poff can be reached at telephone number 912- 629 -1533 or at sarah.poff@titlemax.com.

The secondary contact was Ms. Jasmine Henry, General Manager. Ms. Henry can be reached at telephone number 702-878-6800 or at jasmine.henry@titlemax.com.

Ms. Henry assisted the examiners by printing the loan inventories for all the locations.

Mr. Christian Yanez was the examiner in charge during the process of this examination for all the locations in the State of Nevada. Ms. Andrea Bruce was the secondary examiner during the process of this examination. Ms. Bruce conducted and completed loan reviews for several Titlemax locations.

The following locations were reviewed during the process of this examination.

Store	Address	City	State	Zip
TitleBucks	7150 S. DURANGO DRIVE, #190	LAS VEGAS	NV	89113
TitleMax	6820 W. FLAMINGO RD, SUITE F & G	LAS VEGAS	NV	89103
TitleMax	6525 S. FORT APACHE ROAD, STE 110	LAS VEGAS	NV	89148
TitleMax	3525 S. FORT APACHE ROAD, SUITE 160	LAS VEGAS	NV	89147
TitleMax	4700 SPRING MOUNTAIN ROAD	LAS VEGAS	NV	89102
TitleMax	3575 W. TROPICANA AVENUE	LAS VEGAS	NV	89103
TitleMax	5060 S. FORT APACHE ROAD, SUITE 140	LAS VEGAS	NV	89148
TitleMax	6795 W. TROPICANA AVENUE, SUITE 140	LAS VEGAS	NV	89103
TitleMax	7615 S. RAINBOW BLVD, STE 100	LAS VEGAS	NV	89139
TitleMax	7380 S. EASTERN AVENUE, SUITE 126	LAS VEGAS	NV	89123
TitleMax	3810 BLUE DIAMOND ROAD #150	LAS VEGAS	NV	89139
TitleMax	6530 S. DECATUR BLVD, #100	LAS VEGAS	NV	89118
TitleMax	9555 S. EASTERN AVE, SUITE 105	LAS VEGAS	NV	89123
TitleMax	3391 E. TROPICANA AVENUE, STE 1	LAS VEGAS	NV	89121
TitleMax	3547 S. MARYLAND PKWY	LAS VEGAS	NV	89169
TitleMax	3365 E. FLAMINGO ROAD, SUITE 1	LAS VEGAS	NV	89121
TitleMax	4749 S. MARYLAND PKWY	LAS VEGAS	NV	89119
TitleMax	4650 E. SUNSET ROAD, SUITE C	HENDERSON	NV	89014
TitleMax	16 W. HORIZON RIDGE PKWY #160	HENDERSON	NV	89012
TitleMax	4944 BOULDER HIGHWAY	LAS VEGAS	NV	89121

TitleMax	4000 BOULDER HWY, SUITE 5	LAS VEGAS	NV	89121
TitleMax	1210 N. BOULDER HWY, SUITE C	HENDERSON	NV	89011
TitleBucks	4150 BOULDER HIGHWAY, SUITE 105	LAS VEGAS	NV	89121
TitleMax	2400 N. BUFFALO DRIVE #140	LAS VEGAS	NV	89128
TitleMax	2550 S. EASTERN AVENUE	LAS VEGAS	NV	89169
TitleMax	6450 W. LAKE MEAD BLVD, STE 150	LAS VEGAS	NV	89108
TitleMax	3900 W. SAHARA AVENUE	LAS VEGAS	NV	89102
TitleMax	4811 WEST CRAIG ROAD	LAS VEGAS	NV	89130
TitleMax	6436 N. DECATUR BLVD., #115	LAS VEGAS	NV	89131
TitleMax	4077 W. CHARLESTON BLVD.	LAS VEGAS	NV	89102
TitleBucks	4750 W. LAKE MEAD, #102	LAS VEGAS	NV	89108
TitleMax	8414 W. FARM ROAD, SUITE 130	LAS VEGAS	NV	89131
TitleMax	4001 N. LAS VEGAS BLVD.	LAS VEGAS	NV	89115
TitleMax	3220 S. VIRGINIA STREET	RENO	NV	89502
TitleMax	2020 E. WILLIAMS STREET	CARSON CITY	NV	89701
TitleMax	1995 W. WILLIAMS AVENUE	FALLON	NV	89406
TitleMax	900 W. FIFTH STREET	RENO	NV	89503
TitleMax	1600 N. NELLIS BLVD, SUITE 102	LAS VEGAS	NV	89115
TitleMax	1225 E. CHARLESTON BLVD.	LAS VEGAS	NV	89104
TitleMax	4741 E. CHARLESTON BLVD.	LAS VEGAS	NV	89104

The on-site visits were delayed due to the fact that some documentations including manager's questionnaires were delay by the licensee.

During the current examination, Titlemax switched products from the 30 day title loan to the 210 day title loan and implemented the grace period deferment agreement. The result of this new implementation is the increase on the overall amount the consumer has to pay to close his/her loan.

Also, Titlemax compliance personnel wanted to meet with the Financial Institutions Division to discuss the current examination. The meeting was held on the Financial Institutions Division on Tuesday October 7, 2014 at 3:00 PM. Representing Titlemax were:

- John Griffin, Partner at Griffin Rowe.
- Victoria Newman, Compliance and Corporate Counsel
- Sarah "Sally" Poff, Director of Compliance
- Rachael Schreiber, Director of Government Relations

Representing the Financial Institutions Division were:

- Harveen Sekhon, Supervisory Examiner
- Len Esterly, Deputy Commissioner
- Christopher Eccles, Attorney
- Andrea Bruce, Examiner (Secondary examiner)
- Christian Yanez, Examiner (Examiner in charge)

The seriousness of the violation required more involvement of Harveen Sekhon, Supervisory Examiner and Christopher Eccles, Attorney. The final rating was reached by mutual decision with the examiner in charge, supervisory examiner, Deputy Commissioner and Commissioner.

Suggestions for future examination
For future examinations, the examiner in charge should conduct an unannounced examination. Once on-site contact the Titlemax corporate office and email the managers questionnaire. The examiner in charge should give the licensee the option of either copy the documentation or if the licensee would like the examiners to copy the documentation. The examiner in charge should ensure proper documentation is copied in all loans reviews. Paid in full loans cannot be chosen from the inventory list and should be chosen from each location.

Reviewed By: _____
Harveen Sekhon
Acting Supervisory Examiner

EXHIBIT C

BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

BRUCE BRESLOW
Director

GEORGE E. BURNS
Commissioner

CHAPTER 604A

REPORT OF EXAMINATION

TITLEMAX OF NEVADA INC.
DBA: TITLEMAX
5871 E. LAKE MEAD BLVD.,
LAS VEGAS, NV 89156
WWW.TITLEMAX.COM

Examiner In Charge:	Ma. Theresa Dihiansan	**Examined as of:**	May 4, 2015
Examination Started:	May 22, 2015	**Examination Closed:**	June 17, 2015
Total Exam Hours:	12.0	**Examination Number:**	66958

THIS REPORT IS STRICTLY CONFIDENTIAL

The information contained in this report is based on the books and records of the licensee as licensed under NRS 604A, on statements made to the examiner by the directors, officers, and employees, and on information obtained from other sources believed to be reliable and presumed by the examiner to be correct. It is emphasized that this report is a report of examination, and not an audit of the licensee, and should not be construed as such. This report of examination does not replace nor relieve the principals of their responsibility for performing or providing for adequate audits of the business.

This copy of the report is the property of the Department of Business and Industry of the State of Nevada, and is furnished to the licensee for its confidential use. Under no circumstances shall the licensee, or any of its directors, officers, or employees disclose in any manner the report or any portion thereof to any person or organization not officially connected with the licensee as officer, director, attorney, or auditor unless otherwise directed. Should any legal process document be served calling for the surrender of this report or any portion thereof, the Commissioner of the Financial Institutions Division shall be notified immediately.

Each principal has the responsibility to review the contents of this report.

State of Nevada
Department of Business and Industry, Financial Institutions Division

Ma. Theresa Dihiansan, CAMLS
Examiner In Charge

EXAMINATION COMMENTS AND CONCLUSIONS

INTRODUCTION

The follow-up examination of TitleMax of Nevada Inc. DBA: TitleMax located at 5871 E. Lake Mead Blvd., Las Vegas, NV 89156 commenced on May 4, 2015. This business location currently holds a Nevada Revised Statutes (NRS) Chapter 604A license issued by the State of Nevada Financial Institutions Division (FID). The licensee has been granted the approval to underwrite Title Loans in accordance with applicable statutes and regulations.

The licensee's website www.titlemax.com is used to advertise the various products and services it currently offers. Customers can start the application process online but must visit the branch location to process the loan.

As of the examination date, TitleMax currently has 42 licensed locations in the State of Nevada and all the locations were visited during the process of this examination. The corporate office located at 15 Bull St., Suite 200, Savannah Georgia 31401 is also licensed under NRS 604A. This location does not underwrite loans and is used for administrative purposes only. All licensed locations are listed in the table below:

Store	Address	City	State	Zip
TitleBucks	7150 S. DURANGO DRIVE, #190	LAS VEGAS	NV	89113
TitleMax	6820 W. FLAMINGO RD, SUITE F & G	LAS VEGAS	NV	89103
TitleMax	6525 S. FORT APACHE ROAD, STE 110	LAS VEGAS	NV	89148
TitleMax	3525 S. FORT APACHE ROAD, SUITE 160	LAS VEGAS	NV	89147
TitleMax	4700 SPRING MOUNTAIN ROAD	LAS VEGAS	NV	89102
TitleMax	3575 W. TROPICANA AVENUE	LAS VEGAS	NV	89103
TitleMax	5060 S. FORT APACHE ROAD, SUITE 140	LAS VEGAS	NV	89148
TitleMax	6795 W. TROPICANA AVENUE, SUITE 140	LAS VEGAS	NV	89103
TitleMax	7615 S. RAINBOW BLVD, STE 100	LAS VEGAS	NV	89139
TitleMax	7380 S. EASTERN AVENUE, SUITE 126	LAS VEGAS	NV	89123
TitleMax	3810 BLUE DIAMOND ROAD #150	LAS VEGAS	NV	89139
TitleMax	6530 S. DECATUR BLVD, #100	LAS VEGAS	NV	89118
TitleMax	9555 S. EASTERN AVE, SUITE 105	LAS VEGAS	NV	89123
TitleMax	3391 E. TROPICANA AVENUE, STE 1	LAS VEGAS	NV	89121
TitleMax	3547 S. MARYLAND PKWY	LAS VEGAS	NV	89169
TitleMax	3365 E. FLAMINGO ROAD, SUITE 1	LAS VEGAS	NV	89121
TitleMax	4749 S. MARYLAND PKWY	LAS VEGAS	NV	89119
TitleMax	4650 E. SUNSET ROAD, SUITE C	HENDERSON	NV	89014
TitleMax	16 W. HORIZON RIDGE PKWY #160	HENDERSON	NV	89012
TitleMax	4944 BOULDER HIGHWAY	LAS VEGAS	NV	89121
TitleMax	4000 BOULDER HWY, SUITE 5	LAS VEGAS	NV	89121
TitleMax	1210 N. BOULDER HWY, SUITE C	HENDERSON	NV	89011

EXAMINATION COMMENTS AND CONCLUSIONS

Store	Address	City	State	Zip
TitleBucks	4150 BOULDER HIGHWAY, SUITE 105	LAS VEGAS	NV	89121
TitleMax	2400 N. BUFFALO DRIVE #140	LAS VEGAS	NV	89128
TitleMax	2550 S. EASTERN AVENUE	LAS VEGAS	NV	89169
TitleMax	6450 W. LAKE MEAD BLVD, STE 150	LAS VEGAS	NV	89108
TitleMax	3900 W. SAHARA AVENUE	LAS VEGAS	NV	89102
TitleMax	4811 WEST CRAIG ROAD	LAS VEGAS	NV	89130
TitleMax	6436 N. DECATUR BLVD., #115	LAS VEGAS	NV	89131
TitleMax	4077 W. CHARLESTON BLVD.	LAS VEGAS	NV	89102
TitleBucks	4750 W. LAKE MEAD, #102	LAS VEGAS	NV	89108
TitleMax	8414 W. FARM ROAD, SUITE 130	LAS VEGAS	NV	89131
TitleMax	4001 N. LAS VEGAS BLVD.	LAS VEGAS	NV	89115
TitleMax	3220 S. VIRGINIA STREET	RENO	NV	89502
TitleMax	2020 E. WILLIAMS STREET	CARSON CITY	NV	89701
TitleMax	1995 W. WILLIAMS AVENUE	FALLON	NV	89406
TitleMax	900 W. FIFTH STREET	RENO	NV	89503
TitleMax	1600 N. NELLIS BLVD, SUITE 102	LAS VEGAS	NV	89115
TitleMax	1225 E. CHARLESTON BLVD.	LAS VEGAS	NV	89104
TitleMax	4741 E. CHARLESTON BLVD.	LAS VEGAS	NV	89104
TitleMax	6060 BOULDER HWY.	LAS VEGAS	NV	89122
TitleMax	5871 E. LAKE MEAD BLVD.	LAS VEGAS	NV	89156
TitleMax	15 BULL ST.	SAVANNAH	GA	31401

As of the examination date, the store located at 6060 Boulder Hwy., Suite 5 and 6, Las Vegas, NV 89122 was just opened for business and has not started underwriting title loans yet. As such, loan review was not part of the scope of the examination for this location.

SCOPE OF EXAMINATION

The primary purpose of the examination was to determine compliance with NRS Chapter 604A and Nevada Administrative Code (NAC) Chapter 604A. The examination consisted of a review of active, paid, delinquent and declined loans, a review of surety bond terms, completion of the manager's and statutory compliance questionnaires, and a review of the company's policies and procedures and forms used in the operation of the business. Appropriate licenses and fee-related postings were also examined. Emphasis was placed on compliance with State regulations as well as the Truth in Lending Act (Regulation Z).

The current examination mainly focused on the prior violations that were cited which resulted in a less than satisfactory rating.

EXAMINATION COMMENTS AND CONCLUSIONS

Annual Report
The Annual Report of Operations was received by the FID on March 24, 2015. The licensee is in compliance with NRS 604A 750.

Surety Bond
The Surety Bond is sufficient. It is currently posted at $265,000.00, with Capitol Indemnity Corporation under Surety Bond number 60088894 and is due for renewal on February 15, 2016. The licensee is in compliance with NRS 604A.610.

Internal / External Review
Aside from the Nevada State examination, there was no written documentation provided for internal or external reviews at the time of the examination.

Financial Audit / CPA
The CPA of the Financial Institutions Division reviewed the key financial figures submitted along with the licensee's Annual Report of Operations. There are no weaknesses identified in the business operations.

Internal Routine and Control
During the previous examination, the licensee was utilizing CashWise Financial Services Software for its loan operations. However, at the start of the examination process, the licensee was in the process of converting its Software Program from CashWise Financial Services to TLX Software Program.

The Title loan underwriting process includes:

- Loan application form
- Income and obligations
- Government issued photo identification
- Valid phone number
- Title of the vehicle
- Proof of insurance
- Current registration
- Affidavit stating the customer's ability to repay the loan

As of the examination date, the licensee offers title loans with the original term of 210 days which parallel NRS 604A.445 (3):

3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;

(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

The licensee is still in the process of collecting on old loans that were underwritten with an original term of 30 days which were underwritten prior to the last examination date.

As observed during the prior examination, the licensee is still utilizing the "Grace Period Payments Deferment Agreement." Some of the branch locations visited had pre-printed copies of the grace period payments deferment agreement in the customer files. The employees are also encouraging the customers to enter into this grace period payment deferment agreement.

This grace period payments deferment agreement consists of separating the interest and principal from the original amortized schedule payments and prolonging the payment of principal until the full interest is paid. This agreement has a schedule of 14 payments, which for the first seven payments the customer pays only interest. For the remaining seven payments, the customer pays the principal. The total amount paid under this agreement is higher from the original amortized payments scheduled under the original loan agreement.

The "Grace Period Payments Deferment Agreement" offered by TitleMax clearly contradicts with NRS 604A.445 (3). Please refer to the State violation section of the report for additional details.

Training
TitleMax provides periodic training to all employees. New employees are trained upon hire and annually thereafter. All employees are required to complete refresher courses on-line and as needed. The Compliance Department has the responsibility of overseeing that all training materials are up to date with any industry changes and demands.

Display of License, Notices, and Disclosures
The State of Nevada, Financial Institutions Division NRS 604A license is displayed conspicuously by the licensee which is in compliance with NRS 604A.635 and NAC 604A.060.

The contact number of the office of the Commissioner, notice of fees charged and business hours are posted conspicuously in the location where the licensee conducts business, which is in compliance with, NRS 604A.405, NAC 604A.130, NAC 604A.140, and NAC 604A.150.

Record Retention
As stated in the managers questionnaire, it is the licensee's policy to maintain all records for five years, which is in compliance with NRS 604A.700 and NAC 604A.200.

EXAMINATION COMMENTS AND CONCLUSIONS

Collection Agency Utilized by the Licensee
As of examination date, the licensee does not utilize a collection agency for accounts in default. The licensee's internal collections department currently handles these accounts.

FDCPA
TitleMax employees are required to be certified on an annual basis. All collection employees are required a minimum score of 80 percent to obtain the FDCPA certification. The store managers monitor all contact with debtors to ensure that policies and procedures are followed by all employees.

FinCen Registration
TitleMax is not considered a Money Services Business in accordance with 31 CFR Chapter X § 1022.380; as such, the licensee is not registered with FinCEN as a Money Service Business.

Complaints Filed Since the Previous Examination
The FID complaint database was verified and it indicates that there were three (3) complaints filed against the licensee since the last examination. Out of the three, one complaint was still open as of the close date of the examination. The complaint of Esther Vasquez under complaint number 68670 was still open.

Total Sample Size

As of Exam Date	May 4, 2015

	Population	Sample Size	Penetration
LOAN TYPES:			
Active Loans	70	5	7.14%
Delinquent Loans	17	5	29.41%
Closed Loans	No Inventory	5	0.00%
Declined Loans	0	0	0.00%
Total Loans =	87	15	17.24%

During this follow-up examination, declined loans were not reviewed.

PREVIOUS VIOLATIONS OF STATUTES AND REGULATIONS

REPEAT VIOLATION

NRS 604A.450 Title loans: Prohibited acts by licensee regarding amount of loan and customer's ability to repay loan. A licensee who makes title loans shall not:

> **2. Make a title loan without regard to the ability of the customer seeking the title loan to repay the title loan, including the customer's current and expected income, obligations and employment.**

EXAMINATION COMMENTS AND CONCLUSIONS

The licensee was previously cited for underwriting loans without regard to the customer's ability to repay the title loan. This is no longer apparent since the licensee started underwriting loans with an original term of 210 days; therefore, this violation is deemed rectified.

NAC 604A.230 Prohibited acts: Miscellaneous acts.
NRS 604A.105 "Title loan" defined.
NRS 604A.115 "Title to a vehicle" or "title" defined. "Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

During the previous examination, the licensee was cited for allowing co-borrowers to be co-signors on the title loan where the co-borrower's name was not in the vehicle title. No such instance was found at this location. As such, this is deemed rectified.

NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension.
NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:

1. **Any fees for granting such a grace period; or**
2. **Any additional fees or additional interest on the outstanding loan during such a grace period.**

Since the previous examination, Titlemax implemented a 210 day title loan product that mirrors NRS 604A.445 (3). The current examination showed that Titlemax's original loan agreement complies with NRS 604A.445 (3). The examination also showed that Titlemax markets and offers an amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210. This is still apparent during the current examination and is cited as a repeat violation.

EXIT MEETING

The exit meeting was held telephonically on June 17, 2015. TitleMax was represented by the following:

Carrie E. Carbone, SVP of Compliance and Product General Counsel
Victoria Newman, Compliance and Corporate Counsel
Stephen Paris, Senior Regulatory Compliance Manager
Ted Helgeson, Divisional Vice President of Operations
Coleman Gaines, Senior Vice President of Operations-West
Melissa Ardis, Director of Compliance
Nicole Lovelock, Outside Counsel from Holland and Hart

The Financial Institutions Division was represented by the following:

Harveen Sekhon, Supervisory Examiner

EXAMINATION COMMENTS AND CONCLUSIONS

Christopher Eccles, Attorney
Ma. Theresa Dihiansan, Examiner-In-Charge
Dean Ventura, Examiner
Kelvin Lam, Examiner

CURRENT VIOLATIONS OF APPLICABLE STATUTES AND REGULATIONS

STATE

REPEAT VIOLATION
NRS 604A.445 Title loans: Restrictions on duration of loan and periods of extension. Notwithstanding any other provision of this chapter to the contrary:
3. The original term of a title loan may be up to 210 days if:
(a) The loan provides for payments in installments;
(b) The payments are calculated to ratably and fully amortize the entire amount of principal and interest payable on the loan;
(c) The loan is not subject to any extension; and
(d) The loan does not require a balloon payment of any kind.

NRS 604A.210 Chapter does not prohibit licensee from offering customer grace period. The provisions of this chapter do not prohibit a licensee from offering a customer a grace period on the repayment of a loan or an extension of a loan, except that the licensee shall not charge the customer:
1. Any fees for granting such a grace period; or
2. Any additional fees or additional interest on the outstanding loan during such a grace period.

During the current examination, TitleMax underwrites title loans with an original term of 210 days which mirrors NRS 604A.445 (3). It was also apparent during the examination that Titlemax continued to offer the amendment to the original loan agreement that violates NRS 604A.445 (3) and NRS 604A.210.

Onsite visits to Titlemax locations and conversations with store employees showed that Titlemax currently offers the customers an amendment to the original loan agreement called the "Grace Period Payments Deferment Agreement" (hereinafter, the "Amended Agreement") during the term of the loan. The customer may enter into the grace period payments deferment agreement prior to default if the customer chooses to make lower monthly payments although the total amount owed by the customer in the amended agreement will be higher than the total amount owed under the original loan agreement.

EXAMINATION COMMENTS AND CONCLUSIONS

The text of the Amended Agreement provides:

> "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."

This statement shows an intent to avoid compliance with NRS 604A.445 (3). Under the original loan agreement the customer makes seven fully amortized payments (210 days) to pay the loan off without a balloon payment at the end, thereby complying with all provisions of NRS 604A.445(3). But, under the Amended Agreement, the customer makes 14 payments (390 days), the first seven payments are interest payments only and last seven payments are principal payments. Thus, the Amended Agreement separates interest and principal from the original amortized schedule of payments, and thereby prolongs the payment of principal until the full interest is paid.

For an example of how customers owe more under the Amended Agreement compared to the original agreement, please see below:

OPEN ACCOUNTS

Loan Number	Customer Name	Total Amount to be Paid Under the Original Loan Agreement	Total Amount to be Paid under the "Amended Loan Agreement"	Overage
14569-0155085	M. Scanlan	$1,819.80	$2,233.10	$413.30
14569-0155120	J. Cronin	$5,079.66	$6,188.83	$1,109.17
14569-0160496	Q. Jackson	$1,819.80	$2,233.10	$413.30
14569-0164135	O. Morris	$3,465.55	$4,238.60	$773.05
14569-0149622	L. Lopez-Verdin	$3,500.21	$4,281.00	$780.79
14569-0153006	N. Richmond	$2,176.60	$2,670.96	$494.36

Management Response: Victoria Newman, Compliance and Corporate Counsel stated that the licensee would respond in writing upon receipt of the written report of examination for all locations.

EXAMINATION COMMENTS AND CONCLUSIONS

FEDERAL

No violations of Federal laws were noted during the examination. However, this examination should not be considered a full compliance examination relative to Federal statutes.

SUMMARY

Each licensee, upon completion of an examination, is rated "Satisfactory," "Needs Improvement," or "Unsatisfactory," based primarily on compliance with applicable statutes and regulations and the perceived capability of management to achieve and maintain such compliance. The rating of the licensee at this examination is "Unsatisfactory."

A rating of **"Unsatisfactory"** indicates that the licensee and the management of the licensee have demonstrated substantial lack of compliance with applicable laws and regulations and that immediate remedial action is required for the correction of the violations and deficiencies noted in the report made by the examiner pursuant to NRS and NAC. A rating of "Unsatisfactory" may be given if there were minor violations or deficiencies from a previous examination that were not corrected. Be advised that you may be subject to disciplinary action due to the nature of the violations. You may request an administrative hearing regarding the Division's findings of deficiencies and violations. If you do wish to request an administrative hearing, please state so in your response letter. A written response to the examination is required within 30 days outlining the actions that will be taken to correct all deficiencies and violations noted in the report. The Financial Institutions Division may conduct a follow up examination within three (3) months to ensure corrective actions have been implemented.

CONFIDENTIAL – SUPERVISORY SECTION

EXAMINER(S):	OFFSITE	ONSITE		
Ma. Theresa Dihiansan	2.0		DATE OF LAST EXAM	December 18, 2014
Edwin Castillo	.50	3.25	RATING OF LAST EXAM	Needs Improvement
Dean Ventura		3.25	MANAGER(S)	Nikki Brandon
CLERICAL TIME	1.0		OFFICE HOURS	9:00am-7:00pm M-F; Sat. 10:00am-4:00pm
SUPERVISORY REVIEW	2.0		NUMBER OF EMPLOYEES	2
TOTAL BILLABLE HOURS	5.50	6.50	EXAMINATION RATING	**Unsatisfactory**

SEND REPORT TO **(List only if address is different than what is listed on the cover page. If the only difference is the Attn: then list below who the Attn: should be):**

TitleMax of Nevada, Inc.
DBA: TitleMax
Attn: Victoria Newman, Compliance and Corporate Counsel
15 Bull St., Suite 200
Savannah, GA 31401

At the exit meeting, the licensee stated that the report of examination could be transmitted electronically to Victoria Newman, Compliance and Corporate Counsel at Victoria.Newman@titlemax.com.

MANAGEMENT:

Young, Tracy, CEO
Wall, Kelly, Vice President
Lawson, Justin, Chief Pilot
Reed, Lindsey, VP of Talent Acquisition
Nelson, Elizabeth, Chief Accounting Officer
Bielss III, Otto, Chief Operating Officer
Lee, Carrie, Corporate Office Manager
Thomas, Lauren, SVP of HR and Administration
Wall, Christopher, SVP of Finance
Bellerby III, Thomas, CIO Dallas Corp
Hargrove, Matthew, Chief Operating Officer-Online
Carbone, Carrie, SVP Compliance & Product GC

Houck, Harold, SVP of Legal & General Counsel

COMMENTS:

The licensee's Surety Bond was verified on June 17, 2015 through Capitol Indemnity Corporation at 925-262-2711. Miguel Palma handed the examiner's verification and told the examiner that the surety bond is effective until February 15, 2016.

The primary contact during the examination process was Jasmine Henry, General Manager at 4077 W. Charleston Blvd., Las Vegas, NV 89102. Ms. Henry can be reached telephonically at 702-878-6800 or via email at TM-LasVegas-NV19@titlemax.com.

The contact person at the Corporate Office location in Savannah, GA was Victoria Newman, Compliance and Corporate Counsel. Her contact information is as follows:

Email: Victoria.Newman@titlemax.com
Phone: 912-503-2824

The alternate contact at the Corporate Office location in Savannah, GA was Melissa Woodard, Store Compliance Auditor. Her contact information is as follows:

Email: Melissa.Woodard@titlemax.com
Phone: 912-503-2820

Five examiners helped in this follow-up examination, namely:

- Ma. Theresa Dihiansan, Examiner-In-Charge
- Edwin Castillo, Secondary Examiner
- Dean Ventura, Secondary Examiner
- Kelvin Lam, Secondary Examiner
- Armando Berumen, Secondary Examiner

Three complaints were filed against the licensee during the examination period. Complaint number 68670 made by Esther Vasquez was still open as of the close date of the examination. This complaint was still under the investigation process.

Complaint Number 68615 was filed by Mark Peltier on May 11, 2015 and was responded to by the licensee on June 10, 2014. The response due date was June 4, 2015 which was six days late from response due date.

Complaint Number 68634 was filed by Cloviel Smith Jr. on May 12, 2015 and was responded to by the licensee on June 8, 2015. The response due date was on June 4, 2015 which was four days late from response due date.

Suggestions for future examination

The next EIC should start at the main store location at 4077 W. Charleston Blvd., Las Vegas, NV 89102. The loan inventory is printed from the main store location and the manager's questionnaires will be dropped off at said location as well. Ms. Henry assisted in the printing of the loan inventory for all locations. The loan reviews for the Northern Nevada location was also completed at the main store location.

During the current examination, the Compliance Team of the licensee from Savannah, GA was in Las Vegas, Nevada and Ms. Victoria Newman was onsite during the start date of the examination. Ms. Victoria Newman collected all the Manager's Questionnaire for completion and was provided back to the EIC by mail.

It is recommended to the next EIC should increase the sampling for paid off loans.

Reviewed By: Harveen Sekhon

Harveen Sekhon
Supervisory Examiner

EXHIBIT D

Received
OCT - 9 2015
Financial Institutions Division
Las Vegas, NV

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY FINANCIAL INSTITUTIONS DIVISION

2785 E Desert Inn Road Suite 180, Las Vegas, NV 89121
(702) 486 – 4120 * Toll free (866) 858 – 8951 * Fax (702) 486 – 4563
E-mail: FIDMaster@fid.state.nv.us www.fid.state.nv.us

COMPLAINT FORM

Please Print or Type

Your Name: Gloria Whitaker & Devon Whitaker

Address: 4801 E. Sahara Ave #11, LV, NV 89104 & 3866 Lincoln Rd, LV, NV 89115

Home Telephone: 702-613-7813 Business Telephone: _____

Please indicate if you are represented by legal counsel: Yes ☐ No ☑ Assisted by Legal Aid Center of Southern Nevada.

Name of Person or Business complaint is against: TitleMax of Nevada, Inc. d/b/a TitleBucks

Address of Person or Business: 4750 W. Lake Mead #102, Las Vegas, NV 89108

Type of Licensee/Business (circle): State Chartered Bank State Chartered Credit Union Thrift Co Trust Co Money Transmitter Installment Loan Check Cashing/Deferred Deposit/High Interest/Title Loan Collection Agency Uniform Debt Mgt Services

In filing this complaint, I understand that the Financial Institutions Division cannot provide legal advice or legal representation, act as a mediator in any dispute or compel financial remedy or refund. In this regard, we suggest that you seek private counsel to protect your interests. I am filing this complaint to notify your division of activities of a regulated industry and to request your assistance in resolving this matter.

Nature of Complaint:

I am 66 years old and my son, Devon, is 30 years old. In December 2013, I had custody of two of my grandchildren. My social security was $737 a month and I received $318 a month for my grandchildren. Devon was not working, as he was transitioning out of the military (his last month of income was October 2013). Our income was $1055 a month. Devon owns a 2002 Ford F150 but no income so together we went to TitleBucks, at 4750 W. Lake Mead Blvd, to obtain a title loan. I showed TitleBucks my social security benefits letter and the money for my grandchildren, as our income. Devon had no income but he did have the title to the truck. TitleBucks did not ask us what our monthly expenses were. We were given a $2000 loan on December 3, 2013 and were told to make payments every month until the loan was paid off. We struggled to make the payments, which were $265 a month. We paid off the December 2013 loan on March 3, 2015 by making a double payment of $530. Megan, the TitleBucks employee, did not give us the title back. Instead she and another employee named Marie told us we were preferred customers and TitleBucks knew we were struggling financially. I explained I wasn't getting money for my grandchildren anymore, but the employee offered us another loan, promising lower interest and low payments. She gave us papers to sign that were covered by other papers. She gave us another $2000 loan. We did not receive a copy of the contract and no one explained the terms. They knew I received my social security on the 3rd of the month so we came on the 3rd or earlier, unless the 3rd fell on a weekend.

(additional space available on attached pages)

I declare under penalty of perjury that the above statement and attachment consisting of 23 total pages is true and correct to the best of my knowledge. I understand that a copy of this complaint may be sent to the person or business against whom I am filing this complaint.

Gloria Whitaker
Signature

10-07-2015
Date

Devon Whitaker

10-07-2015

Continuation of Complaint:

We believed she was helping us, so we signed and accepted the $2000 loan.

We made the April payment right after getting my social security, paying $200, on April 6, 2015. TitleBucks gave us a receipt (with no boxes checked) and only listed Devon's name for the loan. We realized that my name was not on the Title Loan Agreement (except for the signature page). When I asked TitleBucks for our paperwork a few months ago, they gave me a Title Loan Agreement front page with both of our names on it, but the form is in Spanish. We do not speak Spanish. TitleBucks also gave us an Affidavit with the papers, with only Devon's name on it (but with both of our signatures) which we do not remember reading or being told about before we signed it, stating we gave TitleBucks our income and obligations, etc.. for the March 3, 2015 loan. But TitleBucks did not ask for, nor did we give them, any financial information in March 2015, except for me telling them I had LESS income that we did in December of 2013. Devon had no income so if he is the only one on the loan, TitleBucks gave a loan to a person with no income.

I made the next $200.00 payment on May 4, 2015 and received a receipt the same as last one. Before I made the June payment, Devon asked me why the Title Loan Agreement from March 3, 2015 said the loan was 7 months with payments of $410.68 a month. That's not what we were told, nor was that what we were paying. We went to TitleBucks on June 4th to find out what was going on. Valsina Marshall told us the company needed to update their computers, that we were supposed to pay $199.80 a month, and to sign the corrected page. We believed we were re-signing what we were told were the terms of loan on March 3, 2015 loan. The same day, TitleBucks charged me $40 more because they said the payment was late, but they said they can't say it's a late fee, so they said it was "interest accrued." But we always paid on or near the 3rd of the month because that's when I get my social security and they knew that. They said they would let me pay the $40 in two installments, so I paid it over 2 months. We paid again on June 30, 2015 and again on August 1, 2015. On September 8, 2015, I paid again and they told me I had another payment due on September 29th and that after that, the payments were going up to $285 a month. My income is only $737 a month! I cannot continue to afford these payments. I don't understand how they can tell us one thing, have us sign different agreements without any explanations, keep my son's title for 2 years, and yet we still owe $2000. This month, TitleBucks told me to have another company "buy" the title loan from them so I can get a better interest rate and better payments.

We did not have the ability to repay the loans and Titlebucks knew that. Devon, the titled owner of the vehicle, had no income and gave no proof of income. My income was $1055 a month. TitleBucks did not ask us our expenses. TitleBucks had us sign a 7 month loan but told us the loan was for 14 months. TitleBucks didn't tell me there was a month (July) where I was supposed to pay twice. When we asked them why we had the 7 month loan paperwork, TitleBucks told us it was a computer thing and had a us sign another agreement. TitleBucks did not explain anything about a "grace period" or offer a repayment plan. The 7 month Agreement says the interest is $874.71. Titlebucks charged us $1398.60 in interest for the loan over a 14 month period, plus $40 in late fees, calling it accrued interest, on something they are now calling a "grace period" and "deferred period" but there is no deferrement - TitleBucks is making over $600 more in interest on the "grace period", but I don't know how much the interest rate is because it doesn't disclose the interest in that agreement. TitleBucks gave me an Account Summary when I asked for my documents. The Interest Rate shows 121.55% but the employee told me it's only 9.99%. I cannot figure it out.

I spoke to Anthony, from TitleBucks, on September 9, 2015. He told me, "NRS 604A" says everything TitleBucks did to us was legal. I asked what they could do to help me. Anthony said they could give us "a few weeks," but when I asked for a couple of months, Anthony said they can't do that. He did not offer us a repayment plan. He did not tell me what would happen if we defaulted on the loan. He said he couldn't do anything else to help, but give us a few weeks. He told me our next payment wouldn't be due until October 29, 2015. But we had a payment due on September 29, 2015, which we paid.

TitleBucks has taken advantage of my son and me. They have not told us the truth of what we were getting into; they had us sign documents but didn't explain what we were signing. The told us the loan was the same as the loan in 2013, but had a sign a completely different loan. TitleBucks didn't tell us the terms of the March 2015 loan but then charged us a late fee when we paid the same way we were paying for 2 years. Their practices should not be legal and we are asking that you investigate TitleBucks to stop them from doing to this financially fragile people.

Customer Receipt/Ex nsion & Receipt/Repaym nt Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead, #102 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: Devon Whitaker Gloria Whitaker 3866 Lincoln Rd Las Vegas, NV 89115
LOAN AGREEMENT IDENTIFICATION NO. 12169-0081473 LOAN AGREEMENT DATE: 12/03/2013 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 10/03/2014 10:50:13
AMOUNT PAID: $265.00	AGENT RECEIVING PAYMENT: Marie Matonovich (609)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 265.00	PRINCIPAL:	$ 265.00
INTEREST PAID:	$ 0.00	INTEREST:	$ 0.00
CHARGES PAID:	$ 0.00	FEES:	$ 0.00
FEES PAID:	$ 0.00	CHARGES:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 265.00	BALANCE DUE ON LOAN:	$ 1590.00
		REPAYMENT PLAN MINIMUM	$ 265.00
		NEXT SCHEDULED DUE DATE:	10/6/2014

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

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

Extension. By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 178.12% per annum.**
Loan Agreement Disclosures. BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.
Extension Prepayment. Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional charge or fee, before your extended due date listed above.
Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.
Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Devon Whitaker — Devon Whitaker
Gloria Whitaker — Gloria Whitaker
Printed Name — Signature

vl-Customer Receipt-V.1.0-02.17.2012

Customer Receipt/Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead, #102 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: Devon Whitaker Gloria Whitaker 3866 Lincoln Rd Las Vegas, NV 89115
LOAN AGREEMENT IDENTIFICATION NO. 12169-0081473 LOAN AGREEMENT DATE: 12/03/2013 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/03/2014 09:51:24
AMOUNT PAID: $265.00	AGENT RECEIVING PAYMENT: Valsina Marshall (600)

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$ 265.00
INTEREST PAID:	$ 0.00
CHARGES PAID:	$ 0.00
FEES PAID:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 265.00

NEXT PAYMENT INFORMATION

PRINCIPAL:	$ 265.00
INTEREST:	$ 0.00
FEES:	$ 0.00
CHARGES:	$ 0.00
BALANCE DUE ON LOAN:	$ 1325.00
REPAYMENT PLAN MINIMUM	$ 265.00
NEXT SCHEDULED DUE DATE:	11/5/2014

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

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

Extension. By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreement. You acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period not to exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you have agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outstanding principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 178.12% per annum.**

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

Devon Whitaker — Devon Whitaker
Printed Name — Signature
Gloria Whitaker — Gloria Whitaker

M-Customer Receipt-V.1.0-02.17.2012

Ending of First Contract

Customer Receipt/Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead, #102 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: Devon Whitaker Gloria Whitaker 3866 Lincoln Rd Las Vegas, NV 89115
LOAN AGREEMENT IDENTIFICATION NO. 12169-0081473 LOAN AGREEMENT DATE: 12/03/2013 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 03/03/2015 12:59:32
AMOUNT PAID: $530.00	AGENT RECEIVING PAYMENT: Valsina Marshall (600)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 530.00	PRINCIPAL:	$ 0.00
INTEREST PAID:	$ 0.00	INTEREST:	$ 0.00
CHARGES PAID:	$ 0.00	FEES:	$ 0.00
FEES PAID:	$ 0.00	CHARGES:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 530.00	BALANCE DUE ON LOAN:	$ 0.00
		REPAYMENT PLAN MINIMUM	$ 0.00
		NEXT SCHEDULED DUE DATE:	2/3/2015

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

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

Extension. By signing below, you acknowledge that we have extended the loan beyond the Due Date, under the original terms of the Loan Agreemen acknowledge that pursuant to NRS § 604A.445, we may extend the Loan Agreement for not more than six periods of extension, with each such period exceed 30 days. To extend, you have paid at least the amount of the finance charges provided in the Loan Agreement. For each extension period, you agreed to pay the amount of the finance charges pursuant to the Loan Agreement, and you have agreed to pay such amounts, plus the outsta principal, at the end of such extension period. **The finance charges disclosed on a yearly basis, as a percentage, are 178.12% per annum.**
Loan Agreement Disclosures. BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE EFFECT. You further acknowledge that the terms of the Loan Agreement remain enforceable including but not limited to the Arbitr Agreement.
Extension Prepayment. Pursuant to the Loan Agreement, you may pay any extension thereof, in full or in part at any time, without an additional cha fee, before your extended due date listed above.
Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to mai possession of the Title.
Acknowledgments. By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the inform previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement i 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 me changes.

Devon Whitaker Gloria Whitaker

Title Loan Agreement

Number: 12169-0153927

Date: 3/3/2015

Customer & Co-Customer Information			ACCOUNT NUMBER: 12169-0153927		
FIRST NAME Devon	LAST NAME Whitaker		CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME
SSN (SSN) XXX-XX-5416	DRIVERS LIC./STATE ID. NO NO.2600371012		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 3866 Lincoln Rd			CO-CUSTOMER STREET ADDRESS		
City Las Vegas	STATE NV	ZIP CODE 89115	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
HOME PHONE (702)651-0152	DATE OF BIRTH 2/10/1985		CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH

Motor Vehicle & Licensee Information	LICENSEE'S HOURS OF OPERATION: Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleBucks	LICENSEE PHONE NUMBER (702)877-4141		
LICENSEE STREET ADDRESS 4750 W. Lake Mead, #102	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89108
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTRW07632KA21562	LICENSE PLATE 833-TSP		
VEHICLE YEAR 2002	VEHICLE MAKE FORD	VEHICLE MODEL F150	COLOR GOLD

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $2,000.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.333% from the date of this Loan Agreement until 09/29/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
121.545 %	$874.71	$2,000.00	$2,874.71

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$410.68	4/2/2015 and each 30 days thereafter
1	$410.63	9/29/2015

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

Filing Fee: $0.00

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

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

Itemization of Amount Financed of $2,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

(b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and

(c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

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

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

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

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

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

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

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

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

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

TitleMax of Nevada, Inc. d/b/aTitleBucks

Duran Whitaker 3-3-15
Customer's Signature Date

Its Authorized Agent 3-3-15
Date

Gloria Whitaker 3-3-15
Co-Customer's Signature Date

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

Affidavit

STATE OF NEVADA
COUNTY OF CLARK

Title Loan Agreement No.: 12169-0153927
Date: 03/03/2015

Customer Name: DEVON WHITAKER Address: 3866 LINCOLN RD LAS VEGAS,NV 89115 Co-Borrower Name: GLORIA WHITAKER Address: 3866 LINCOLN RD LAS VEGAS,NV 89115	Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlebucks Address: 4750 W.Lake Mead #102 LAS VEGAS,NV 89108

Vehicle Information: VIN: 1FTRW07632KA21562
License Plate State and No: 833TSP Color: Gold Year: 2002 Make: ford Model: f150

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlebucks, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830,Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

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

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: *(a) The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, DEVON WHITAKER, 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: Devon Whitaker

Co-Borrower Signature: Gloria Whitaker

Contrato De Préstamo Sobre Vehículo

Fecha: 3/6/2015

Número: 12169-0153927

Información del Cliente & Co-Cliente	NÚMERO DE CUENTA: 12169-0153927		
NOMBRE DE PILA Devon	APELLIDO Whitaker	NOMBRE DE PILA DEL CO-CLIENTE Gloria	NOMBRE DE PILA DEL CO-CLIENTE Whitaker
SEGURO SOCIAL (SSN) XXX-XX-5416	LIC. DE CONDUCIR/ ID DE ESTADO NO.2600371012	SSN DEL CO-CLIENTE XXX-XX-8544	LIC. DE CONDUCIR/ ID DE ESTADO NO. DEL CO-CLIENTE
DOMICILIO 3866 Lincoln Rd		DOMICILIO CO-CLIENTE 5250 Stewart #2075	
CIUDAD Las Vegas	ESTADO NV	CODIGO POSTAL 89115	CIUDAD - CO-CLIENTE Las Vegas	ESTADO - CO-CLIENTE NV	CODIGO POSTAL-CO CLIENTE 89110
TELÉFONO CASA (702)651-0152	FECHA DE NACIMIENTO 2/10/1985	TELÉFONO CASA CO-CLIENTES (702)613-7813	FECHA DE NACIMIENTO CO-CLIENTE 9/19/1949

Datos del Vehículo y del Titular	HORAS DE ATENCIÓN DEL TITULAR Lunes a Viernes 9:00 A.M. a 7:00 P.M., Sábado 10:00 A.M. a 4:00 P.M., No se atiende los Domingos		
NOMBRE DE PILANOMBRE DEL TITULAR TitleMax of Nevada, Inc. d/b/a TitleBucks	NÚMERO DE TELÉFONO DEL TITULAR (702)877-4141		
DOMICILIO DEL TITULAR 4750 W. Lake Mead, #102	CIUDAD DEL TITULAR Las Vegas	ESTADO DEL TITULAR NV	CÓDIGO POSTAL DEL TITULAR 89108
NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN) 1FTRW07632KA21562	PLACA DE CIRCULACIÓN 833-TSP		
AÑO DEL VEHÍCULO 2002	MARCA DEL VEHÍCULO FORD	MODELO DEL VEHÍCULO F150	COLOR DEL VEHÍCULO GOLD

Términos. En este Contrato de Préstamo sobre Vehículo ("Contrato de Préstamo"), las palabras "cliente", usted", y "su" se refieren al cliente que lo firma. Las palabras "Titular", "nosotros", y "nuestro" se refieren a TitleMax de Nevada, Inc. d/b/a TitleMax un prestamista sobre vehículos autorizado y regulado por la División de Instituciones Financieras de Nevada, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Teléfono: (702) 486-4120, Fax: (702) 486-4563, http://www.fid.state.nv.us/. La palabra "Vehículo" se refiere a el vehículo ya identificado. La palabra "Título" se refiere al certificado de título o propiedad del vehículo ya identificado.

Plazo, Capital, Interés, Costos y Pagos. El plazo original de este préstamo es de 210 días. Usted promete pagarnos puntualmente en efectivo o según algún otro acuerdo escrito $2,000.00 ("Monto de Capital"), el cual incluye cualquier costo de presentación descrito a continuación además de todo interés sobre el saldo de capital no pagado de este Contrato de Préstamo a una taza diaria de 0.333% a partir de la fecha de este Contrato de Préstamo hasta 09/29/2015 el que sea más temprano entre: (i) la fecha de vencimiento de su último pago, según se define en el Horario de Pago a continuación; o (ii) se cancele por completo. Usted también promete pagar cualquier otro costo dispuesto en este Contrato de Préstamo. Usted acuerda hacer sus pagos en las cantidades y fechas indicadas en el Horario de Pago a continuación ("Fecha de Vencimiento") en el domicilio antedicho, o en cualquier otro domicilio según se le indique por escrito. Si alguna Fecha de Vencimiento cae en un día donde no atendemos, entonces usted acuerda pagarnos al siguiente día hábil, y acreditaremos dicho pago como si hubiera sido hecho en la Fecha de Vencimiento en si. El Contrato de Préstamo toma efecto en la fecha en el que lo firma. La Puntualidad es clave en este Contrato de Arrendamiento. En consideración a que usted nos entregará el Título a nosotros y nos concede una garantía de interés sobre el Vehículo definido a continuación, usted promete pagar puntualmente según se define en el Contrato de Préstamo, y nosotros acordamos concederle el préstamo en la Cantidad de Capital dispuesta arriba.

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Account Number: 12169-0153927

Date:

Customer Name: Devon Whitaker Address: 3866 Lincoln Rd Las Vegas, NV 89115 Co-Borrower Name: Gloria Whitaker Address: 5250 Stewart #2075 Las Vegas, NV 89110	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleBucks Address: 4750 W. Lake Mead, #102 Las Vegas, NV 89108 Vehicle Information:2002 FORD F150 1FTRW07632KA21562

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 TitleBucks, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, http://www.fid.state.nv.us/. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 03/03/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

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

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

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

Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	$199.80	4/2/2015
2	$199.80	5/2/2015
3	$199.80	6/1/2015
4	$199.80	7/1/2015
5	$199.80	7/31/2015
6	$199.80	8/30/2015
7	$199.80	9/29/2015
8	$285.71	10/29/2015
9	$285.71	11/28/2015
10	$285.71	12/28/2015
11	$285.71	1/27/2016
12	$285.71	2/26/2016
13	$285.71	3/27/2016
14	$285.74	4/26/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement	$3,398.60	

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

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

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

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

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

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

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

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

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

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

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

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

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

6/4/2015

Its Authorized Agent Date

6/4/15

Customer's Signature Date

6/4/15

Co-Borrower's Signature Date

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

Customer Receip. Repayment Plan Receipt (10 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tb Las Vegas Nv #1 4750 W. Lake Mead, #102 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: Devon Whitaker
LOAN AGREEMENT IDENTIFICATION NO. 12169-0153927 LOAN AGREEMENT DATE: 3/3/2015 1:10:27 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/06/2015 06:06:11 PM
AMOUNT PAID: $200.00	AGENT RECEIVING PAYMENT: Marlisa Polit

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$200.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$200.00
BALANCE DUE ON LOAN:	$2,026.44
NEXT SCHEDULED DUE DATE:	5/2/2015

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

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

Gloria Whitaker
Devon Whitaker
Printed Name

Gloria Whitaker
Devon Whitaker
Signature

TM-NV-210day - Customer Receipt - V.1.0-02.05.2014

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tb Las Vegas Nv #1 4750 W. Lake Mead, #102 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: Devon Whitaker
LOAN AGREEMENT IDENTIFICATION NO. 12169-0153927 LOAN AGREEMENT DATE: 3/3/2015 1:10:27 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 05/04/2015 10:33:43 AM
AMOUNT PAID: $200.00	AGENT RECEIVING PAYMENT: Megan Chaney

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$200.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$200.00
BALANCE DUE ON LOAN:	$2,012.92
NEXT SCHEDULED DUE DATE:	6/1/2015

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

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

Devon Whitaker
Printed Name

Devon Whitaker
Signature

TM-NV-210day - Customer Receipt - V.1.0-02.05.2014

Second Contract

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: DEVON WHITAKER 3866 Lincoln Rd,Las Vegas,NV,89115
LOAN AGREEMENT IDENTIFICATION NO. 20153927-12169 LOAN AGREEMENT DATE: 03/03/2015 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 06/04/2015 16:00:09
AMOUNT PAID: 200.00	AGENT RECEIVING PAYMENT: VALSINA MARSHALL

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$200.00
CHARGES PAID:	$ 0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$200.00
UNPAID INTEREST:	$19.39
BALANCE DUE ON LOAN:	$ 2019.39
NEXT SCHEDULED DUE DATE:	07/01/2015

Was said Company Needed to update Computer Was Not Notified, Company was on the begin OF The Contract, that Client get paid on th 3rd of ea. month and was on a Fix Inco But yet still Charged late.

- ☐ 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.

Devon Whitaker — Signature

Printed Name

Gloria Whitaker — Gloria Whitaker

TM-NV-210day-Customer Receipt-V.1.0-02.05.2014

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: DEVON WHITAKER 3866 Lincoln Rd,Las Vegas,NV,89115
LOAN AGREEMENT IDENTIFICATION NO. 20153927-12169 LOAN AGREEMENT DATE: 03/03/2015 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 06/30/2015 12:00:26
AMOUNT PAID: 220.00	AGENT RECEIVING PAYMENT: Maria Garcia

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$ 27.44
INTEREST PAID:	$ 192.56
CHARGES PAID:	$ 0.00
FEES PAID:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 220.00
UNPAID INTEREST:	$ 0.00
BALANCE DUE ON LOAN:	$ 1972.56
NEXT SCHEDULED DUE DATE:	07/31/2015

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

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

Gloria Whitaker — Gloria Whitaker

Devon Whitaker — Devon Whitaker

Printed Name — Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: DEVON WHITAKER 3866 Lincoln Rd,Las Vegas,NV,89115
LOAN AGREEMENT IDENTIFICATION NO. 20153927-12169 LOAN AGREEMENT DATE: 03/03/2015 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 08/01/2015 14:00:13
AMOUNT PAID: 210.20	AGENT RECEIVING PAYMENT: Maria Garcia

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$210.20
CHARGES PAID:	$ 0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$210.20
UNPAID INTEREST:	$0.00
BALANCE DUE ON LOAN:	$ 1972.56
NEXT SCHEDULED DUE DATE:	08/30/2015

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

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

Gloria Whitaker
Devon Whitaker — Devon Whitaker

Printed Name — Signature

TM-NV-210day-Customer Receipt-V.1.0-02.05.2014

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleBucks 4750 W. Lake Mead,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: DEVON WHITAKER 3866 Lincoln Rd,Las Vegas,NV,89115
LOAN AGREEMENT IDENTIFICATION NO. 20153927-12169 LOAN AGREEMENT DATE: 03/03/2015 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 09/08/2015 12:00:11
AMOUNT PAID: 220.00	AGENT RECEIVING PAYMENT: Megan Chaney

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$220.00
CHARGES PAID:	$ 0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$220.00
UNPAID INTEREST:	$29.62
BALANCE DUE ON LOAN:	$ 2002.18
NEXT SCHEDULED DUE DATE:	09/29/2015

- ☐ **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.

Gloria Whitaker Gloria Whitaker
Devon Whitaker Devon Whitaker
Printed Name Signature

TM-NV-210day-Customer Receipt-V.1.0-02.05.2014

Home > Search > Customer Account Summary > Transaction History

Customer: Whitaker, Devon
Co-Borrower Nbr: 627735
Income Amount: 1.00
Is Co-Borrower on the Contract: Yes

Cust Nbr: 633889
Collateral Type: VEHICLE
Bankruptcy: N/A
Is Co-Borrower is an Additional Owner: Yes

Pay Frequency: Monthly
Is HitList Customer: No
Owner Ship Type: N/A

Loan Nbr: 20153927
Loan Amt: 2000.00
Daily Interest: 6.5689
EMLV: 0

Loan Date: 03/03/2015
DMV Fee: 0.00
LOT Status: LOT 3

Due Date: 09/29/2015
Interest Rate: 121.55

9.99

Principal Paid To Date: 27.44
Principal Outstanding: 1972.56
Principal Balance Remaining: 1972.56
No. of Inst: 14
Amount Due Today: 2169.75

Interest Paid To Date: 1222.76
Earned and Unpaid Interest: 167.57
Inst Amt: 410.68

Penalty Fees Paid To Date: 0.00
Penalty Fees Due: 0.00
APR %: 121.55

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

Title Status:
Refinanced Loan Nbr:
Opt-out of Arbitration (Y/N): N

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

Model	Vin	Year	Series	Blackbook Value	Brand	Group Type
FORD F150	1FTRW07632KA21562	2002	4	0	Average	0

Loan Nbr	Loan Date	Transaction	Trans Amt	Tender Type	Principal Amt	Interest	CSP Fee	DMV Fee	Chgd Fee	NSF Fee	Waived NSF Fee	Lope Fee	Waived Lope Fee	Waiver Fee	Rep Fee	Stop Fee	Refund Amt	Emp Name	Paid By
12169	20153927	09/08/2015	Payment	-220.00	Cash	0.00	-220.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Chaney, Megan	Customer Paid
12169	20153927	08/01/2015	Payment	-210.20	Cash	0.00	-210.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Garcia, Maria	Customer Paid
12169	20153927	06/30/2015	Payment	-220.00	Cash	-27.44	-192.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Garcia, Maria	Customer Paid
12169	20153927	06/04/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	MARSHALL, VALSINA	Customer Paid
12169	20153927	05/04/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
12169	20153927	04/06/2015	Payment	-200.00	Cash	0.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
12169	20153927	03/03/2015	Advance	2000.00	Check	2000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

Receipt | Pmt History | DMV Form | VCR Form | Print Screen | Cancel

	Check Number	Check Amt	Reprint Check
Whitaker, Devon	NA	1980.00	Yes
DMV	NA	20.00	Yes

	Installment Date	Payment Date	Amount	Installment Status
1	04/02/2015	04/06/2015	199.80	PAID
2	05/02/2015	05/04/2015	199.80	PAID
3	06/01/2015	06/04/2015	199.80	PAID
4	07/01/2015	06/30/2015	199.80	PAID
5	07/31/2015	08/01/2015	199.80	PAID
6	08/30/2015	09/08/2015	199.80	PAID
7	09/29/2015	09/29/2015	199.80	OPEN
8	10/29/2015	10/29/2015	285.71	OPEN
9	11/28/2015	11/28/2015	285.71	OPEN
10	12/28/2015	12/28/2015	285.71	OPEN
11	01/27/2016	01/27/2016	285.71	OPEN
12	02/26/2016	02/26/2016	285.71	OPEN
13	03/27/2016	03/27/2016	285.71	OPEN
14	04/26/2016	04/26/2016	285.74	OPEN