IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Apr 19 2018 01:17 p.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 72 of 75

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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
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Notice of Entry of Stipulation and Order to Extend Time for Filing Answering Brief, December 20, 2016	73	017176 - 017183
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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.
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

D. Ability-to-Repay Requirements as Set Forth in NRS 604A.450

FID argued at the hearing that TitleMax allows non-legal owners to be parties to loans to circumvent the ability-to-repay requirements found in NRS 604A.450.[42] Specifically, FID alleges that when a legal owner cannot meet the ability-to-repay requirements by him or herself, TitleMax will consider the non-legal owner's net income in calculating the loan that it can issue. The fatal flaw to this argument is that FID has not alleged a violation of NRS 604A.450 in this action. Whether TitleMax is allowing non-legal owners to become parties to title loans as a method of circumventing the ability-to-repay requirements is not at issue in this case. Therefore, I will not reach any conclusions of law concerning this question.

IV. DISCIPLINE AND PENALTIES

Having concluded that the GPPDA is an unlawful extension of the original Title Loan Agreement that results in the charging of additional interest, pursuant to NRS 604A.810, TitleMax is ordered to cease and desist offering the GPPDA to all customers.

FID requests an order requiring TitleMax to conduct a full accounting of and return all principal and interest it has collected under every GPPDA it has ever entered into. NRS 604A.900(1)(c) states, "[I]f a licensee willfully: [. . .] [c]ommits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto, the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to the loan."[43] FID contends that

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[42] NRS 604A.450(2) prohibits licensees from making title loans "without regard to the ability of the customer seeking the title loan to repay the loan, including the customer's current and expected income, obligations and employment" and requires licensees to obtain from each customer an affidavit stating that he or she has provided the licensee with true and correct information concerning his or her income, obligations, employment, ownership of the vehicle, and that he or she has the ability to repay the loan.

[43] **NRS 604A.900 Remedies for certain willful violations.**

1. Except as otherwise provided in this section, if a licensee willfully:

(a) Enters into a loan agreement for an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto;

(b) Demands, collects or receives an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto; or

(c) Commits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto, [ ] the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to the loan.

2. The provisions of this section do not apply if:

TitleMax willfully violated NRS 604A.445 by deliberately choosing to continue to offer the GPPDA to customers after being informed by FID during the 2014 Examination and the 2015 Examination that the GPPDA was an unlawful product. TitleMax argues that it had a good faith disagreement with FID over the legal requirements of NRS 604A.445 and that a showing of willfulness requires proof that TitleMax "knew or showed reckless disregard for the matter of whether its conduct was prohibited." *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 131 (1988).

While TitleMax maintains that its actions in providing GPPDAs was nothing more than a disagreement with the interpretation of an existing statutory provision and should not give rise to sanctions that can be imposed only for a "willful" violation, this position rings hollow once TitleMax was placed on notice by FID that such loan modifications violated the law. As a result, there can be no doubt that TitleMax entered into GPPDAs after December 18, 2014, willfully, warranting the imposition of the civil penalty set forth in NRS 604A.900(1)(c). Accordingly, every GPPDA entered into after December 18, 2014, is void, and TitleMax is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to those loans.

Pursuant to NRS 604A.820(1)(b), TitleMax shall pay an administrative fine of $307,000.00, with $257,000.00 of that fine held in abeyance provided that TitleMax is and remains compliant with NRS 604A.445.

Pursuant to 604A.820(1)(c), TitleMax must compensate FID for any costs expended on the court reporter and for transcripts of the hearing.

(a) A licensee shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error of computation, notwithstanding the maintenance of procedures reasonably adapted to avoid that error; and

(b) Within 60 days after discovering the error, the licensee notifies the customer of the error and makes whatever adjustments in the account are necessary to correct the error.

V. ORDER

TitleMax is ordered to immediately cease and desist offering the GPPDA to all customers.

TitleMax is ordered to conduct a full accounting of and return all principal and interest it has collected under every GPPDA entered into after December 18, 2014. TitleMax shall conduct this process under the supervision and direction of FID and shall complete the return of all monies on or before 120 days from the date of this Order.

TitleMax is ordered to pay an administrative fine of $307,000.00 with $257,000.00 of that amount held in abeyance provided that TitleMax is and remains compliant with NRS 604A.445. TitleMax shall pay the portion of the fine not held in abeyance within 30 days of the date of this Order.

TitleMax is ordered to compensate FID for its costs expended on the court reporter and transcripts within 30 days of the date of this Order.

Dated this 12th day of August, 2016.

/s/ Denise S. McKay
Denise S. McKay
Administrative Law Judge
State of Nevada

CERTIFICATE OF MAILING

I, Michelle Metivier, do hereby certify that I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing Findings of Fact, Conclusions of Law, and Order to the following:

Patrick J. Reilly, Esq. Nicole Lovelock, Esq. Holland & Hart LLP 9555 Hillwood Drive, 2nd Floor Las Vegas, NV 89134	certified#7012 1010 0000 1182 0923 email: PReilly@hollandhart.com NELovelock@hollandhart.com
David Pope, Esq. Vivienne Rakowsky, Esq. Rickisha Hightower-Singletary, Esq. 555 E. Washington Ave., Ste. 3900 Las Vegas, NV 89101	certified#7012 1010 0000 1182 0930 email: DPope@ag.nv.gov VRakowsky@ag.nv.gov RSingletary@ag.nv.gov

Dated this 12th day of August, 2016.

Michelle Metivier

HOLLAND&HART

Patrick J. Reilly
Phone (702) 222-2542
Fax (702) 669-4650
preilly@hollandhart.com

August 23, 2016

VIA EMAIL (dsmckay@business.nv.gov) AND U.S. MAIL

Denise McKay, Esq.
Administrative Law Judge
555 East Washington Avenue, Suite 4900
Las Vegas, Nevada 89101

Re: In re TitleMax of Nevada, Inc. and TitleBucks d/b/a TitleMax State of Nevada Administrative Complaint

Administrative Law Judge McKay:

I am writing on behalf of Respondent TitleMax of Nevada, Inc. and TitleBucks d/b/a TitleMax ("TitleMax") in connection with the Findings of Fact, Conclusions of Law, and Order (the "Order") issued on August 12, 2016, in the above-referenced proceeding. TitleMax intends to seek judicial review of the Order, but seeks clarification and reconsideration of the following issues:

1. Although the Order appears to be a "final decision" within the meaning of NRS 233B.130, the Order does not state so. It is also unclear whether you have retained jurisdiction regarding the compliance issues directed on page 16 of the Order.

2. The Order requires "return of all principal and interest it has collected under every GPPDA entered into after December 18, 2014." Order at p. 16 (emphasis added). The FID admitted in its Administrative Complaint and during testimony that, in each instance, the original loan complied with Nevada law. TitleMax's understanding of this Order is that only the GPPDA, as an alleged "illegal extension," has been voided, not the underlying loan. In addition, the FID argued that the true measure of harm was the difference between the total of payments amount in the TILA box on the loan agreement and the total of payments amount listed on the GPPDA: the difference a customer paid between the original loan agreement and the GPPDA. Therefore, TitleMax seeks clarification that the Order only reflects what the FID requested several times at the hearing, and as stated above.

3. In addition, the Order voids "every" GPPDA entered into by TitleMax after December 18, 2014. Order at 16:5. The FID presented evidence relating to approximately 305 transactions. Earlier in this proceeding, you specifically

barred the introduction of evidence relating to files that were not timely disclosed. *See* Procedural Order (Oct. 29, 2015). To the extent the Order voids transactions that were never presented, TitleMax received no due process and had no ability to present a defense, and would additionally exceed the jurisdiction granted pursuant to NRS 604A.900. Because the text of NRS 604A.900 limits the determination to the evidence and transactions that were actually presented to you, TitleMax respectfully requests that the Order be limited to only these transactions.

4. Finally, TitleMax respectfully requests that the portion of the Order entitled "Discipline and Penalties" be stayed pending judicial review. Of course, TitleMax will compile all of the information requested and provide it to the FID in accordance with the Order so that once the stay is lifted, the parties can follow the decision of the courts. Nevada law directs that a stay should be issued (1) when the object of the appeal will be defeated if the stay is denied; (2) the appellant will suffer irreparable or serious injury if the stay is denied; (3) the respondent will suffer irreparable or serious injury if the stay is granted; and (4) when appellant is likely to prevail on the merits in the appeal. *Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 89 P.3d 36 (2004). If "one or two factors are especially strong, they may counterbalance other weak factors." *Fritz Hansen A/S v. District Ct.*, 116 Nev. 650, 659, 6 P.3d 982, 987 (2000).). The object of the appeal will be defeated if TitleMax is forced to comply with the "Discipline and Penalties" portion of the Order pending appeal, the FID will suffer no harm with the issuance of a stay, and TitleMax will suffer irreparable and serious injury if the stay is denied.

Thank you in advance for your time and attention to this matter.

Respectfully,

Patrick J. Reilly

cc: David Pope, Esq. (via email)
Vivienne Rakowsky, Esq. (via email)

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BRIAN SANDOVAL
Governor

BRUCE H. BRESLOW
Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE DIRECTOR

August 26, 2016

Patrick Reilly, Esq.
Nicole Lovelock, Esq.
Holland & Hart, LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

Dear Mr. Reilly,

Thank you for your letter dated August 23, 2016. I do not interpret your letter as a formal petition for reconsideration pursuant to NRS 233B.130(4) because it is not in the form of a petition, nor does it cite to that authority as its basis. Therefore, I am responding to the issues you raised in this letter format, and not in the form of an order. My response follows:

1) The Order dated August 12, 2016, is a final decision, and I have not retained jurisdiction in any respect.

2) You seek clarification whether the Order requires TitleMax to return only the difference between the projected total amount of interest a customer would have paid under the Original Loan Agreement and the amount the customer actually paid after entering into the GPPDA. TitleMax contends that because only the GPPDA was deemed unlawful and voided, the underlying loan agreements remain valid, and TitleMax should not be ordered to return the entirety of the principal loaned and interest charged under the original loans.

   The Order requires TitleMax to return all principal and interest it has collected under every GPPDA it has entered into as of December 18, 2014, not just the difference between the projected interest under the Original Loan Agreement and the interest charged under the GPPDA. First, the Order declared the GPPDA an unlawful extension of the original loan, not an unlawful product separate and apart from the original loan. The GPPDA unlawfully extended the original loan, thereby rendering the original loan invalid. While it is true that the FID has admitted that the original loan complied with Nevada law, that compliance ended once the parties entered into the GPPDA.

Second, the statute that controls the penalty in this instance, NRS 604A.900(1)(c), does not authorize the penalty for which TitleMax advocates. Rather, NRS 604A.900(1)(c) provides that if a licensee willfully commits any of the three types of acts described, the licensee must return "any principal [or] interest [ ] with respect to the loan." For example, even if the licensee is only found to have charged excess interest under NRS 604A.900(1)(b), the entire loan is declared void and the licensee must return the principal amount of that voided loan plus all interest and any fees charged, not just the excess interest.

3) You request the Order be limited to the 307 GPPDA agreements that were presented as exhibits at the hearing, and you argue that by voiding GPPDAs regarding which no evidence was presented, the Order is in violation of TitleMax's right to due process.

   The GPPDA provides for a loan term exceeding 210 days in every instance. This is evidenced by TitleMax's Exhibit 91, a blank copy of the GPPDA, which sets forth a "Grace Period Payments Deferment Schedule" that provides for 14 payments scheduled 30 days apart. The simple fact that all the GPPDAs provide for a loan term exceeding 210 days renders them unlawful under Nevada law.

4) Pursuant to NRS 233B.140, I believe you must apply to the district court for a stay at the time you file your petition for judicial review.

Sincerely,

/s/ Denise S. McKay

cc: David Pope, Esq.
Vivienne Rakowsky, Esq.
Rickisha Hightower-Singletary, Esq.

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BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION

* * *

IN THE MATTER OF: **TITLEMAX OF NEVADA, INC. and TITLEBUCKS d/b/a TITLEMAX**	**ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION AND NOTICE OF HEARING**

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

ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION

GEORGE E. BURNS, Commissioner of the NEVADA FINANCIAL INSTITUTIONS DIVISION of the DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the "Division"), complains for disciplinary action against TITLEMAX OF NEVADA, INC. and TITLEBUCKS d/b/a TITLEMAX (hereinafter "TITLEMAX") as follows:

JURISDICTION

1. Pursuant to Nevada Revised Statutes (NRS) Chapter 604A, the Division is vested with the exclusive and original jurisdiction over the regulation, business practices, licensing, examinations, and disciplinary action related to deferred deposit lending, high-interest lending, title lending, and check cashing services in Nevada.

2. TITLEMAX is now, and was at all pertinent times alleged herein, licensed in Nevada by the Division as a deferred deposit lender, and / or a high-interest lender, and / or a title lender, and / or a check cashing service, pursuant to NRS Chapter 604A.

3. As the holder of a Chapter 604A license, TITLEMAX is subject to the provisions of NRS Chapter 604A and Nevada Administrative Code (NAC) Chapter 604A.

4. The Division files this Complaint pursuant to NRS 604A.820 based upon the matters asserted herein and seeks the relief set forth below.

FACTUAL ALLEGATIONS

GENERAL FACTS

5. TITLEMAX is incorporated as a domestic corporation under the laws of Nevada and its resident agent is The Corporation Trust Company of Nevada, located at 701 S. Carson Street, Suite 200, Carson City, Nevada 89701.

6. TITLEMAX is licensed by the Division to conduct the business of lending at 42 locations in Nevada and the corporate office is located at 15 Bull Street, Suite 200, Savannah, Georgia 31401.

7. On or about May 4, 2015, through on or about June 17, 2015, the Division conducted its annual examination of TITLEMAX to ensure compliance with NRS Chapter 604A and NAC Chapter 604A (the "2015 Examination").

8. The 2015 Examination involved a review of two to five percent of TITLEMAX'S loans at each of TITLEMAX'S 42 locations in Nevada.

9. The Division issued a Report of Examination (ROE) to TITLEMAX based upon the results of the 2015 Examination.

10. The Division rates licensees as follows, in descending order of compliance: Satisfactory, Needs Improvement, or Unsatisfactory.

11. The Division rated TITLEMAX "Needs Improvement" in its 2014 ROE due to TITLEMAX'S violations of NRS 604A.210, NRS 604A.445, and NAC 604A.230.

12. During the 2015 Examination, the Division cited TITLEMAX for repeatedly violating NRS 604A.210, NRS 604A.445, and NAC 604A.230.

13. Thus, in the 2015 ROE, the Division rated TITLEMAX "Unsatisfactory" due to the repeated violations.

14. The repeated violations cited in the 2015 Examination are:

    a. Charging interest in violation of NRS 604A.210 and / or NRS 604A.445; and

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b. Requiring or accepting co-borrowers on title loans in which the co-borrower has no ownership in the vehicle used for the title loan, in violation of NAC 604A.230 in accordance with NRS 604A.105 and NRS 604A.115.

15. The Commissioner has reasonable cause to believe that TITLEMAX is violating or is threatening to or intends to violate provisions of NRS Chapter 604A and NAC Chapter 604A.

FACTS REGARDING TITLEMAX'S UNLAWFUL GRACE PERIOD AMENDMENT

16. Pursuant to the TITLEMAX'S original Title Loan Agreement (Loan), the customer makes seven fully amortized installment payments within 210 days to pay the loan off without a balloon payment at the end of the loan.

17. The Division has concluded that the Loan complies with NRS 604A.445(3)(a)-(d).

18. During the 2014 and 2015 Examinations, the Division's examiners observed TITLEMAX employees routinely offer customers an amendment to the Loan called the "Grace Period Payments Deferment Agreement" (Grace Period Amendment).

19. The text of the Grace Period Amendment provides in pertinent part:

> "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 train and arbitration provision remain in full force and effect."

20. As a business pattern and practice, TITLEMAX employees offer the Grace Period Amendment prior to the customer's default on the Loan.

21. Customers are lured into the Grace Period Amendment because it typically decreases their initial payments.

22. Payments are not fully amortized under Grace Period Amendment.

23. TITLEMAX charges customers more money under the Grace Period Amendment than it does under the Loan.

24. The Grace Period Amendment schedules 14 monthly payments within 390 days.

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25. Documents from the 2015 Examination show that TITLEMAX charges customers more money under the Grace Period Amendment than under the Loan.[1, 2]

Loan No.	Customer Name	Amount due under the Loan	Amount paid by the customer under the Grace Period Amendment	**Unlawful overage amount charged and received by TITLEMAX**
10169-0121672	J.V.	$5,079.66	$5,826.74	**$747.08**
11669-0112962	G.T.	$3,500.21	$4,219.84	**$719.63**
11169-0129196	B.P.	$7,212.73	$8,645.45	**$1,432.72**
10069-0120952	M.A.	$11,880.22	$14,133.17	**$2,252.95**

26. Documents from the 2015 Examination show 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment than under the Loan.

27. The 307 examples only reflect the two to five percent sampling of loans examined by the Division.

28. Of those 307 examples, TITLEMAX charged and received unlawful overage amounts from 24 customers totaling $8,863.21.

29. Of those 307 examples, 283 remain in "open" status whereby TITLMAX charged and will potentially receive unlawful overage amounts totaling $370,090.74.

30. Assuming that the 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment reflects a five percent sample size, then by mathematical extrapolation, TITLEMAX may have unlawfully charged customers a total of approximately 6,140 times during the period covered by the 2015 Examination.

[1] This Table summarizes four of TITLEMAX'S loans examined during the 2015 Examination whereby each customer has already paid the unlawful overage amount.

[2] **Exhibits 1-4**, attached hereto, include the Loan, Grace Period Amendment, and Customer Receipts for each of the four loans summarized by the Table. The fact that payments are not amortized under the Grace Period Amendment is evidenced by Bates Stamped page 007 in each the exhibits.

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31. Further, assuming that the average overage amount charged by TITLEMAX under each Grace Period Amendment is $1,288.09 (determined by averaging the unlawful charges from paragraph 25), then TITLEMAX unlawfully charged Nevada customers approximately $7,908,872.60 during the period covered by the 2015 Examination.

32. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX charged customers more money under the Grace Period Amendment.

33. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX charged customers more money under the Grace Periods Amendment, after the Division rated TITLEMAX "Needs Improvement" in the 2014 examination.

34. NRS 604A.070 provides in full as follows:

> **NRS 604A.070 "Grace period" defined.**
> 1. "Grace period" means any period of deferment offered gratuitously by a licensee to a customer if the licensee complies with the provisions of NRS 604A.210.

35. NRS 604A.210 provides in full as follows:

> **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**:
> **2. Any fees for granting such a grace period; or**
> **Any additional fees or additional interest on the outstanding loan during such a grace period.**
> (Emphasis added.)

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36. NRS 604A.445(3) provides in full as follows:

> **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.
>
> (Emphasis added.)

37. TITLEMAX, through its Grace Period Amendment, charges additional fees and / or additional interest during grace periods.

38. TITLEMAX, through its Grace Period Amendment, makes title loans that last up to *390 days*, which exceeds the maximum original term of *210 days* allowed pursuant to NRS 604A.445(3).

39. TITLEMAX, through its Grace Period Amendment, makes title loans whereby payments are not fully amortized.

40. TITLEMAX, through its Grace Period Amendment, makes title loans that require one or more balloon payments.

41. TITLEMAX'S repeated violations were without any attempt to correct the deficiencies and thus the repeated violations were willful, and / or intentional, and / or without any exercise of due care.

42. TITLEMAX'S systematic business practice of amending the Loan via the Grace Period Amendment is predatory and shows a *willful* intent to evade NRS and NAC 604A in order to *unlawfully* charge Nevada customers what may amount to *millions* of dollars.

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FACTS REGARDING TITLEMAX'S UNLAWFUL GUARANTORS

43. Onsite visits to TITLEMAX locations and conversations between the Division's examiners and TITLEMAX's employees show that TITLEMAX requires and / or accepts a guarantor to a transaction entered into with a customer.

44. Examination papers from the 2015 Examination show that TITLEMAX requires and / or accepts a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

45. TITLEMAX's loan agreements require and / or accept a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

46. NRS 604A.105(1)(a)(1)-(2) provides in full as follows:

> **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:
>   (a) Charges an annual percentage rate of more than 35 percent; and
>   (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; or
>   (2) Perfecting a security interest in the vehicle by having the name of the licensee or any agent, affiliate or subsidiary of the licensee noted on the title as a lienholder.
>   (Emphasis added.)

47. NRS 604A.115 provides in full as follows:

> **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.

48. NAC 604A.230(1)(a) provides in full as follows:

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

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49. The term "guarantor" is not defined in NRS Chapter 604A or NAC 604A.

50. A guarantor is "One who makes a guaranty or gives security for a debt." BLACK'S LAW DICTIONARY 711 (7th ed. 1999).

51. A guaranty is "A promise to answer for the payment of some debt, or the performance of some duty, in case of the failure of another who is liable in the first instance." BLACK'S LAW DICTIONARY 712 (7th ed. 1999).

52. A title loan requires the *customer* to secure the loan. NRS 604A.105(1)(b).

53. A title loan requires that the *customer* give possession of the *title to a vehicle legally owned by the customer* to the licensee. NRS 604A.105(1)(b)(1).

54. Regardless of whether guarantor is called a co-borrower or a co-signor, the licensee is prohibited from requiring or accepting security or a promise to answer for payment from anyone other than the customer whose name is on the title.

55. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX required or accepted a guarantor to a loan with a customer.

56. An evidentiary hearing is necessary to determine why TITLEMAX required or accepted a guarantor to a loan with a customer.

57. An evidentiary hearing is necessary to determine what, if any, effect the relationship between the customer and the guarantor would have on the Division's analysis.

58. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX required or accepted a guarantor to a loan with a customer, after the Division rated TITLEMAX "Needs Improvement" in the 2014 examination.

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ALLEGED VIOLATIONS

59. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.210(1) and / or (2), one or more times, by charging the customer additional fees and / or interest during a grace period.

60. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.210(1) and / or (2) one or more times, by charging the customer additional fees and / or interest during a grace period.

61. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.

62. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.

63. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(c), one or more times by extending loans to customers for a term of up to 390 days.

64. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(c), one or more times, by extending loans to customers for a term of up to 390 days.

65. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(d), one or more times, by separating interest and principal which results in the customer paying one or more balloon payments.

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66. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX **willfully** violated NRS 604A.445(3)(d), one or more times, by separating interest and principal which results in the customer paying one or more balloon payments.

67. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that one or more of TITLEMAX'S repeat violations are **willful, and / or intentional, and / or without any exercise of due care** to prevent the repeat violations.

DISCIPLINE AUTHORIZED

68. NRS 604A.810 provides in full as follows:

> **NRS 604A.810 Order to desist and refrain; action to enjoin violation; appointment of receiver.**
>
> **1. Whenever the Commissioner has reasonable cause to believe that any person is violating or is threatening to or intends to violate any provision of this chapter, the Commissioner may, in addition to all actions provided for in this chapter and without prejudice thereto, enter an order requiring the person to desist or to refrain from such violation.**
>
> 2. The Attorney General or the Commissioner may bring an action to enjoin a person from engaging in or continuing a violation or from doing any act or acts in furtherance thereof. In any such action, an order or judgment may be entered awarding a preliminary or final injunction as may be deemed proper.
>
> 3. In addition to all other means provided by law for the enforcement of a restraining order or injunction, the court in which an action is brought may impound, and appoint a receiver for, the property and business of the defendant, including books, papers, documents and records pertaining thereto, or so much thereof as the court may deem reasonably necessary to prevent violations of this chapter through or by means of the use of property and business, whether such books, papers, documents and records are in the possession of the defendant, a registered agent acting on behalf of the defendant or any other person. A receiver, when appointed and qualified, has such powers and duties as to custody, collection, administration, winding up and liquidation of such property and

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business as may from time to time be conferred upon the receiver by the court.
(Emphasis added.)

69. The procedures for taking disciplinary action are as follows:

NRS 604A.820 Procedure for taking disciplinary action; authorized disciplinary action; grounds.

1. If the Commissioner has reason to believe that grounds for revocation or suspension of a license exist, he shall give 20 days' written notice to the licensee stating the contemplated action and, in general, the grounds therefore and set a date for a hearing.

2. At the conclusion of a hearing, the Commissioner shall:
   (a) Enter a written order dismissing the charges, revoking the license or suspending the license for a period of not more than 60 days, which period must include any prior temporary suspension. The Commissioner shall send a copy of the order to the licensee by registered or certified mail.
   (b) Impose upon the licensee an administrative fine of not more than $10,000 <u>**for each violation**</u> by the licensee of any provision of this chapter or any regulation adopted pursuant thereto.
   (c) If a fine is imposed pursuant to this section, enter such order as is necessary to **recover the costs of the proceeding, including his investigative costs and attorney's fees.**
   (Emphasis added.)

3. The grounds for revocation or suspension of a license are that:
   (a) The licensee has failed to pay the annual license fee;
   (b) The licensee, either knowingly or without any exercise of due care to prevent it, has violated any provision of this chapter or any lawful regulation adopted pursuant thereto;
   (c) The licensee has failed to pay a tax as required pursuant to the provisions of <u>chapter 363A</u> of NRS;
   (d) Any fact or condition exists which would have justified the Commissioner in denying the licensee's original application for a license pursuant to the provisions of this chapter; or
   (e) The licensee:
      (1) Failed to open an office for the conduct of the business authorized by his license within 180 days after the date his license was issued; or

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(2) Has failed to remain open for the conduct of the business for a period of 180 days without good cause therefore.

4. Any revocation or suspension applies only to the license granted to a person for the particular office for which grounds for revocation or suspension exist.

5. An order suspending or revoking a license becomes effective 5 days after being entered unless the order specifies otherwise or a stay is granted.

70. NRS 604A.900 provides in full as follows:

NRS 604A.900 Remedies for certain willful violations.

1. Except as otherwise provided in this section, **if a licensee willfully**:
   (a) **Enters into a loan agreement for an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto;**
   (b) **Demands, collects or receives an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto**; or
   (c) **Commits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto,**
   → **the loan is void and the licensee is not entitled to collect receive or retain any principal, interest or other charges or fees with respect to the loan.**

2. The provisions of this section do not apply if:
   (a) A licensee shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error of computation, notwithstanding the maintenance of procedures reasonably adapted to avoid that error; and
   (b) Within 60 days after discovering the error, the licensee notifies the customer of the error and makes whatever adjustments in the account are necessary to correct the error.
   (Emphasis added.)

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RELIEF SOUGHT

71. Based upon the allegations contained herein which constitute sufficient cause for disciplinary action against the licensee pursuant to the provisions of NRS Chapter 604A and NAC Chapter 604A, the Commissioner prays for relief as follows:

A. That TITLEMAX be fined a monetary sum pursuant to the parameters defined at NRS 604A.820(2);

B. That action be taken against TITLEMAX's license pursuant to the parameters defined at NRS 604A.820(2);

C. That TITLEMAX pay the costs of the proceeding, including investigative costs, and attorney's fees pursuant to the parameters defined at NRS 604A.820(2);

D. That TITLEMAX be ordered to desist and refrain from violating NRS 604A.210 and / or NRS 604A.445, and / or NAC 604A.230;

E. That TITLEMAX'S willful violations result in a finding that the loans are VOID pursuant to NRS 604A.900; and

F. For such other and further relief as the Administrative Law Judge may deem just and proper.

DATED this 6th day of October, 2015.

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

By: ______________________
GEORGE E. BURNS
Commissioner

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

NOTICE OF HEARING

THEREFORE, TITLEMAX is directed to answer in writing the Administrative Complaint for Disciplinary Action within 10 days from service and to serve the same upon the undersigned Deputy Attorney General. A hearing into this matter will be held at:

The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, beginning on October 27, 2015, through October 28, 2015, beginning each day at 10:00 a.m. until 5:00 p.m. or until the matter is concluded.

The Administrative Law Judge will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the Commission. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,
DEPARTMENT OF BUSINESS AND INDUSTRY,
STATE OF NEVADA

By: ______________________
GEORGE E. BURNS
Commissioner

SUBMITTED BY:

ADAM PAUL LAXALT
Attorney General

By: ______________________
CHRISTOPHER ECCLES
Deputy Attorney General

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

EXHIBIT 1

Title Loan Agreement

Date: 6/16/2014

Number: 10169-0121672

Customer & Co-Customer Information	ACCOUNT NUMBER: 10169-0121672		
FIRST NAME Ju[redacted]	LAST NAME V[redacted]	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN (SSN) [redacted]	DRIVERS LIC./STATE ID NO [redacted]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID NO.
STREET ADDRESS [redacted]		CO-CUSTOMER STREET ADDRESS	

City	STATE	ZIP CODE	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
Las Vegas	NV	89102			

HOME PHONE	DATE OF BIRTH	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
[redacted]	[redacted]		

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)262-5479

LICENSEE STREET ADDRESS	LICENSEE CITY	LICENSEE STATE	LICENSEE ZIP CODE
3900 West Sahara Ave	Las Vegas	NV	89102

VEHICLE IDENTIFICATION NUMBER (VIN)	LICENSE PLATE
[redacted]	[redacted]

VEHICLE YEAR	VEHICLE MAKE	VEHICLE MODEL	COLOR
2002	Nissan	Frontier	YELLOW

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $3,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until 03/14/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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.
182.3771 %	$2,059.66	$3,020.00	$5,079.66

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$725.67	9/15/2014 and each 30 days thereafter
1	$725.64	3/14/2015

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

Filing Fee: $20.00

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

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

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

Calculation of Interest, Application of Payments and Security Interest. We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to 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 [illegible]

Repayment Plan Disclosure: If you default o[illegible] loan, we must offer a Repayment Plan to you [illegible]re 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.

Any comments or questions may be directed to Customer Service at the following

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

[redacted] 8-16-14
Customer's Signature — Date

8/16/14
Its Authorized Agent — Date

Co-Customer's Signature — Date

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 9-16-14

Account Number: 10169-0121672

Customer Name: J[redacted] Address: [redacted] Las Vegas, NV 89102 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 3900 West Sahara Ave Las Vegas, NV 89102 Vehicle Information:2002 Nissan Frontie[redacted]

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 08/16/2014 ("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	$452.69	9/15/2014
2	$452.69	10/15/2014
3	$452.69	11/14/2014
4	$452.69	12/14/2014
5	$452.69	1/13/2015
6	$452.69	2/12/2015
7	$452.69	3/14/2015
8	$431.43	4/13/2015
9	$431.43	5/13/2015
10	$431.43	6/12/2015
11	$431.43	7/12/2015
12	$431.43	8/11/2015
13	$431.43	9/10/2015
14	$431.42	10/10/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$6,188.83	

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

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

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

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

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

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

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

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

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

[redacted] 9-16-14
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 Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: [redacted] V[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 09/16/2014 02:45:10 PM
AMOUNT PAID: $455.00	AGENT RECEIVING PAYMENT: Antonio Silvas

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$455.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$455.00
BALANCE DUE ON LOAN:	$3,032.79
NEXT SCHEDULED DUE DATE:	10/15/2014

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

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

[redacted]
Printed Name

[redacted]
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: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: J[redacted] V[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 10/16/2014 11:35:40 AM
AMOUNT PAID: $453.00	AGENT RECEIVING PAYMENT: Jenette Chavez

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$453.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$453.00
BALANCE DUE ON LOAN:	$3,032.49
NEXT SCHEDULED DUE DATE:	11/14/2014

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

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

[redacted]
Printed Name

[redacted]
Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/17/2014 03:02:36 PM
AMOUNT PAID: $455.00	AGENT RECEIVING PAYMENT: Lucero Luevano

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$455.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$455.00
BALANCE DUE ON LOAN:	$3,060.37
NEXT SCHEDULED DUE DATE:	12/14/2014

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

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

[redacted]
Printed Name

[redacted]
Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: J[redacted] V[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 12/16/2014 03:15:03 PM
AMOUNT PAID: $453.00	AGENT RECEIVING PAYMENT: Lucero Luevano

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$453.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$453.00
BALANCE DUE ON LOAN:	$3,044.98
NEXT SCHEDULED DUE DATE:	1/13/2015

- ☐ **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.

[redacted]
Printed Name

[redacted]
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 01/19/2015 03:19:39 PM
AMOUNT PAID: $453.00	AGENT RECEIVING PAYMENT: Lucero Luevano

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$453.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$453.00
BALANCE DUE ON LOAN:	$3,105.04
NEXT SCHEDULED DUE DATE:	2/12/2015

- ☐ **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.

[redacted] [redacted]

Printed Name Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #2 Charleston 3900 West Sahara Ave Las Vegas, NV 89102	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10169-0121672 LOAN AGREEMENT DATE: 8/16/2014 3:39:11 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 01:55:00 PM
AMOUNT PAID: $3,557.74	AGENT RECEIVING PAYMENT: Xochitl Ramos

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$3,020.00
INTEREST PAID:	$537.74
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$3,557.74
BALANCE DUE ON LOAN:	$0.00
NEXT SCHEDULED DUE DATE:	3/14/2015

- ☐ **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.**
- ☐ **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.

[redacted]
Printed Name

[redacted]
Signature

EXHIBIT 2

Title Loan Agreement

Number: 11669-0112962

Information | **ACCOUNT NUMBER:** 11669-0112962

LAST NAME	[redacted]	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
DRIVERS LIC./STATE ID. NO	[redacted]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
SS	[redacted]	CO-CUSTOMER STREET ADDRESS	
on	STATE NV	ZIP CODE 89074	CO-CUSTOMER CITY / CO-CUSTOMER STATE / CO-CUSTOMER ZIP CODE
E PHONE [redacted]	DATE OF BIRTH [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)435-3383			
LICENSEE STREET ADDRESS 4650 E. Sunset Rd. #c		LICENSEE CITY Henderson	LICENSEE STATE NV	LICENSEE ZIP CODE 89014
VEHICLE IDENTIFICATION NUMBER (VIN) [redacted]		LICENSE PLATE [redacted]		
VEHICLE YEAR 2004	VEHICLE MAKE Honda	VEHICLE MODEL Element	COLOR blk	

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $2,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 01/24/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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.
194.545 %	$1,480.21	$2,020.00	$3,500.21

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$500.03	7/28/2014 and each 30 days thereafter
1	$500.03	1/24/2015

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

Filing Fee: $20.00

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

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

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

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

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

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

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 [illegible]E A TRIAL BY JURY TO RESOLVE ANY DISPU[illegible] [illegible]LLEGED 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 rel third parties. The Arbitration Provision continues i. .l force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

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

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

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

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

Customer's Signature	6/28/14 Date	Its Authorized Agent	6/28/14 Date
Co-Customer's Signature	Date		

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11669-0112962

Customer Name:
[redacted]
Address:
[redacted]
Henderson, NV 89074

Co-Borrower Name:

Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax
Address: 4650 E. Sunset Rd. #c
Henderson, NV 89014

Vehicle Information:2004 Honda Element 5j6yh17214l007157

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 06/28/2014 ("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	$323.00	7/28/2014
2	$323.00	8/27/2014
3	$323.00	9/26/2014
4	$323.00	10/26/2014
5	$323.00	11/25/2014
6	$323.00	12/25/2014
7	$323.00	1/24/2015
8	$288.57	2/23/2015
9	$288.57	3/25/2015
10	$288.57	4/24/2015
11	$288.57	5/24/2015
12	$288.57	6/23/2015
13	$288.57	7/23/2015
14	$288.58	8/22/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$4,281.00	

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

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

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

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

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

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

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

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

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

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

7/28/14
Customer's Signature Date

7/28/14
Its Authorized Agent Date

Co-Borrower's Signature Date

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

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 07/28/2014 09:52:12 AM
AMOUNT PAID: $350.00	AGENT RECEIVING PAYMENT: Jo-anne Gerbino

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$27.00
INTEREST PAID:	$323.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$350.00
BALANCE DUE ON LOAN:	$1,993.00
NEXT SCHEDULED DUE DATE:	8/27/2014

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

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

[redacted]

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 Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 08/28/2014 04:15:15 PM
AMOUNT PAID: $330.00	AGENT RECEIVING PAYMENT: Robin Obregon

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.70
INTEREST PAID:	$329.30
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$330.00
BALANCE DUE ON LOAN:	$1,992.30
NEXT SCHEDULED DUE DATE:	9/26/2014

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

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

[redacted]

Printed Name

Signature

TM-NV-210day - Customer Receipt - V.1.0-02.05.2014

Customer Rec .pt/Repayment Plan Rece .t (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:	PAYMENT MADE ON BEHALF OF OR BY:
Tm Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 09/26/2014 01:41:28 PM
AMOUNT PAID: $330.00	AGENT RECEIVING PAYMENT: Robin Obregon

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$22.05
INTEREST PAID:	$307.95
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$330.00
BALANCE DUE ON LOAN:	$1,970.25
NEXT SCHEDULED DUE DATE:	10/26/2014

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

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

[redacted]
Printed Name

Signature

Customer Re[illegible]ipt/Repayment Plan Rec[illegible]ipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:	PAYMENT MADE ON BEHALF OF OR BY:
Tm Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 10/27/2014 03:50:10 PM
AMOUNT PAID: $330.00	AGENT RECEIVING PAYMENT: Natasha Fearington

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$4.46
INTEREST PAID:	$325.54
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$330.00
BALANCE DUE ON LOAN:	$1,965.79
NEXT SCHEDULED DUE DATE:	11/25/2014

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

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

[redacted]

nted Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/25/2014 04:43:09 PM
AMOUNT PAID: $340.00	AGENT RECEIVING PAYMENT: Robin Obregon

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$36.15
INTEREST PAID:	$303.85
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$340.00
BALANCE DUE ON LOAN:	$1,929.64
NEXT SCHEDULED DUE DATE:	12/25/2014

need to sign

- ☐ **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.

[redacted]

Printed Name

Signature

Customer Receip..Repayment Plan Receipt (210 day loan)

ME AND ADDRESS OF THE LICENSEE: ı Henderson Nv #1 Sunset Rd 50 E. Sunset Rd. #c nderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
.N AGREEMENT IDENTIFICATION NO. 569-0112962 N AGREEMENT DATE: '8/2014 11:13:43 AM u have multiple loans, this payment was applied to the number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 12/24/2014 10:45:55 AM
)UNT PAID: 40.00	AGENT RECEIVING PAYMENT: Robin Obregon

)AY'S PAYMENT ITEMIZATION

ICIPAL PAID:	$41.74
EREST PAID:	$298.26
.RGES PAID:	$0.00
S PAID:	$0.00
AL AMOUNT PAID TODAY:	$340.00
ANCE DUE ON LOAN:	$1,887.90
T SCHEDULED DUE DATE:	1/24/2015

Account paid in full by rescission.

Account paid in full.

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

Repayment Plan Agreement.

Grace Period Plan Agreement.

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

ed Name

[redacted]
Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #1 Sunset Rd 4650 E. Sunset Rd. #c Henderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: [redacted] T[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 6/28/2014 11:13:43 AM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 01/26/2015 10:17:21 AM
AMOUNT PAID: $340.00	AGENT RECEIVING PAYMENT: Jo-anne Gerbino

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$28.06
INTEREST PAID:	$311.94
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$340.00
BALANCE DUE ON LOAN:	$1,859.84
NEXT SCHEDULED DUE DATE:	1/24/2015

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

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

[redacted]

Printed Name

Signature

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

No. 11669-0112962 Date: 1/26/2015

Customer Name: T[redacted] Address: [redacted] Henderson, NV 89074 [redacted] Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 4650 E. Sunset Rd. #c Henderson, NV 89014 Vehicle Information: 2004, blk, Honda, Element, 5j6yh17214l007157

Terms: In this Amendment of the Title Loan Agreement to Establish a Repayment Plan ("Repayment Plan Agreement"), the words "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax. We operate under Chapter 604A of the Nevada Revised Statutes. We are regulated by the Nevada Department of Business & Industry, Financial Institutions Division. The telephone number to the Office of the Commissioner to handle concerns or complaints of customers is (866) 858-8951. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the vehicle identified above.

The Title Loan Agreement. This Repayment Plan Agreement amends and modifies the Title Loan Agreement you signed on 06/28/2014 ("Loan Agreement"), to work out a payment plan. You have the opportunity within 30 days of the date of default on the Loan Agreement to enter into a repayment plan with a term of at least 90 days, and we must offer the repayment plan to you before we repossess the Vehicle. Under the Loan Agreement, your payment in the amount of $1,859.84 was due on 01/24/2015 ("Original Due Date").

Payments. This Repayment Plan is divided into monthly installments of the remaining balance owing. You and we agree to the payment period set forth below in the Amended Payment Schedule. In consideration of your promises herein, we agree to amend and modify the Original Due Date, resulting in separate payments due on the Periodic Due Dates set forth below. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Amended Payment Schedule set forth below. By signing below, you agree to make an initial payment of $0.00 and to pay a total of $1859.84 under the terms of the Repayment Plan. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Repayment Plan by process of alternative dispute resolution, by repossessing the Vehicle, or by exercising any other right we have under Nevada law, unless you default on the Repayment Plan

Amended Payment Schedule:

Periodic Payments	Amount of Payment	Periodic Due Date
1st Scheduled Payment	$265.69	2/25/2015
2nd Scheduled Payment	$265.69	3/27/2015
3rd Scheduled Payment	$265.69	4/26/2015
4th Scheduled Payment	$265.69	5/26/2015
5th Scheduled Payment	$265.69	6/25/2015
6th Scheduled Payment	$265.69	7/25/2015
7th Scheduled Payment	$265.70	8/24/2015
The total amount due under the terms of the Repayment Plan:	$1859.84	

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

Prepayment. You have the right to rescind this Repayment Plan. You may rescind on or before the close of business on the next day of business at the location where the Repayment Plan was initiated. To rescind, you must deliver to us the total amount due under the Repayment Plan, less any amount you paid to you to initiate the Repayment Plan. If you rescind, then we will not charge you any amount for rescinding. You may also pay us in full at any time, without an additional charge or fee, before the final Periodic Due Date. If you pay the total amount due under the terms of the Repayment Plan in full, including all amounts negotiated and agreed to herein, then we shall return the Title to you. You may also make a partial payment on the Repayment Plan at any time without an additional charge or fee. You agree that we will apply all partial prepayments to the outstanding balance amount owing. Unless your next scheduled payment is your final payment owing, such partial prepayment does not relieve you of your obligation to make your next scheduled payment.

Default. You will be in default under this Repayment Plan Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. If you default, then we may seek repossession and sale of the Vehicle as well as any other remedy Nevada law allows. If we exercise our remedies, then in accordance with the limitations and rights under the Arbitration Agreement we may bring an action against you for any or all of the following relief: (a) The amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (b) reasonable attorney's fees and costs; and (c) any other legal or equitable relief that the court or arbitrator deems appropriate.

Post Maturity Interest. Additionally, we may charge and collect interest accrued after the expiration of the initial loan period or after any extension or repayment plan that is allowed, whichever is later, at an annual rate not to exceed the prime rate at the largest bank in Nevada, as ascertained by the Commissioner, on January 1 or July 1, as the case may be, immediately preceding the expiration of the initial loan period, plus 10 percent. We may charge and collect such interest for a period not to exceed 90 days. After that period, we will not charge or collect any interest on the loan.

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

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

Customer's Signature ____ Date 1/26/15 By ____ Its Employee

Any comments or questions may be directed to our Customer Comment Line at the following toll-free number: 1-800-804-5368.

TM-NV-7 Repayment Plan-V.1.0-03.11.2011

Customer Receip xtension & Receipt/Rep ment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 4650 E. Sunset Rd. #c Henderson, NV 89014	**PAYMENT MADE ON BEHALF OF OR BY:** [redacted] Henderson, NV 89074
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 **LOAN AGREEMENT DATE:** 06/28/2014 If you have multiple loans, this payment was applied to the loan number identified above.	**DATE/TIME OF RECEIPT OF PAYMENT:** 02/27/2015 08:48:23
AMOUNT PAID: $280.00	**AGENT RECEIVING PAYMENT:** Jo-anne Gerbino (104)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 280.00	PRINCIPAL:	$ 265.69
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:	$ 280.00	BALANCE DUE ON LOAN:	$ 1579.84
		REPAYMENT PLAN MINIMUM	$ 265.69
		NEXT SCHEDULED DUE DATE:	3/27/2015

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

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

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

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

[redacted]

Printed Name   Signature

TM-Customer Receipt-V.1.0-02.17.2012

APP 017025
ROA 012348
TMX 102 - 000049

Customer Receipt‾xtension & Receipt/Rep‾nent Plan Receipt

NAME AND ADDRESS OF THE LICENSEE:
TitleMax of Nevada, Inc. d/b/a TitleMax
4650 E. Sunset Rd. #c
Henderson, NV 89014

LOAN AGREEMENT IDENTIFICATION NO.
11669-0112962

LOAN AGREEMENT DATE:
06/28/2014

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

PAYMENT MADE ON BEHALF OF OR BY:
[redacted]
Henderson, NV 89074

DATE/TIME OF RECEIPT OF PAYMENT:
03/25/2015 10:02:01

AMOUNT PAID: $265.00

AGENT RECEIVING PAYMENT:
Natasha Fearington (270)

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:	$	265.69
INTEREST:	$	0.00
FEES:	$	0.00
CHARGES:	$	0.00
BALANCE DUE ON LOAN:	$	1314.84
REPAYMENT PLAN MINIMUM	$	265.69
NEXT SCHEDULED DUE DATE:		4/26/2015

- ☐ **Account paid in full by rescission**
- ☐ **Account paid in full**
- ☐ **Title Returned Upon Payment in Full.** By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☒ **Repayment Plan Agreement**
- ☐ **Loan Agreement Extended as Provided Below and in Your Loan Agreement, Which Remains Outstanding.**

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

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

[redacted]
Printed Name

Signature

Customer Receipt Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 4650 E. Sunset Rd. #c Henderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: G[redacted]L [redacted] [redacted] Henderson, NV 89074
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 06/28/2014 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/27/2015 17:14:13

AMOUNT PAID:	AGENT RECEIVING PAYMENT:
$270.00	Robin Obregon (645)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 270.00	PRINCIPAL:	$ 265.69
INTEREST PAID:	$ 0.00	INTEREST:	$ 0.00
		FEES:	$ 0.00
CHARGES PAID:	$ 0.00	CHARGES:	$ 0.00
FEES PAID:	$ 0.00	BALANCE DUE ON LOAN:	$ 1044.84
TOTAL AMOUNT PAID TODAY:	$ 270.00	REPAYMENT PLAN MINIMUM	$ 265.69
		NEXT SCHEDULED DUE DATE:	5/26/2015

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

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

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

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

Marisa Nivatvongs
Printed Name

[signature]
Signature

TM-Customer Receipt-V.1.0-02.17.2012

APP 017027
ROA 012350
TMX 102 - 000051

Customer Receipt/Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 4650 E. Sunset Rd. #c Henderson, NV 89014	PAYMENT MADE ON BEHALF OF OR BY: [redacted] Henderson, NV 89074
LOAN AGREEMENT IDENTIFICATION NO. 11669-0112962 LOAN AGREEMENT DATE: 06/28/2014 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 05/05/2015 17:22:13
AMOUNT PAID: $1044.84	AGENT RECEIVING PAYMENT: Natasha Fearington (270)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 1044.84	PRINCIPAL:	$ 0.00
INTEREST PAID:	$ 0.00	INTEREST:	$ 0.00
		FEES:	$ 0.00
CHARGES PAID:	$ 0.00	CHARGES:	$ 0.00
FEES PAID:	$ 0.00	BALANCE DUE ON LOAN:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 1044.84	REPAYMENT PLAN MINIMUM	$ 0.00
		NEXT SCHEDULED DUE DATE:	6/25/2015

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

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

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

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

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

Security Interest. You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain possession of the Title.

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

Printed Name

[redacted]

Signature

TM-Customer Receipt-V.1.0-02.17.2012

EXHIBIT 3

Title Loan Agreement

Date: 10/7/2014

Number: 11169-0129196

Customer & Co-Customer Information	ACCOUNT NUMBER: 11169-0129196		
FIRST NAME [redacted]	LAST NAME [redacted]	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN (SSN) XXX-[redacted]	DRIVERS LIC./STATE ID. NO [redacted]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS [redacted]		CO-CUSTOMER STREET ADDRESS	
City Henderson	STATE NV	ZIP CODE 89074	CO-CUSTOMER CITY / CO-CUSTOMER STATE / CO-CUSTOMER ZIP CODE
HOME PHONE [redacted]	DATE OF BIRTH [redacted]	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH

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)361-2721		
LICENSEE STREET ADDRESS 3810 Blue Diamond Rd. Suite 105	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89139
VEHICLE IDENTIFICATION NUMBER (VIN) [redacted]	LICENSE PLATE [redacted]		
VEHICLE YEAR 2004	VEHICLE MAKE Nissan	VEHICLE MODEL Frontier	COLOR GRAY

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing $4,420.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until 05/05/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
170.2117 %	$2,792.73	$4,420.00	$7,212.73

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$1,030.40	11/6/2014 and each 30 days thereafter
1	$1,030.33	5/5/2015

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	$4,420.00
1. Amount given to you directly:	$4,400.00
2. Amount paid on your account:	$0.00
3. Amount paid to public officials:	$20.00
4. Amount paid to _______ on your behalf:	$0.00

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

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

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

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

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

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

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

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

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

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

2. You acknowledge and agree that by enterin ɔ 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 [illegible]fits you, your respective heirs, successors and ass[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

10/07/14			10/07/14
Customer's Signature	Date	Its Authorized Agent	Date
Co-Customer's Signature	Date		

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: Account Number: 11169-0129196

Customer Name: [redacted] Address: [redacted] Henderson, NV 89074 Co-Borrower Name: Address: ,	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139 Vehicle Information:2004 Nissan Frontier 1N6ED29X74C463308

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/07/2014 ("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	$618.36	11/6/2014
2	$618.36	12/6/2014
3	$618.36	1/5/2015
4	$618.36	2/4/2015
5	$618.36	3/6/2015
6	$618.36	4/5/2015
7	$618.36	5/5/2015
8	$631.43	6/4/2015
9	$631.43	7/4/2015
10	$631.43	8/3/2015
11	$631.43	9/2/2015
12	$631.43	10/2/2015
13	$631.43	11/1/2015
14	$631.42	12/1/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$8,748.52	

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 <u>WAIVER OF JURY TRIAL AND ARBITRATION PROVISION</u> REMAIN IN FULL FORCE AND EFFECT.

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

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

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

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

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

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

Acknowledgment of Simple Interest Accrual. You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

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

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

11/21/14

Customer's Signature Date

11/21/14

Its Authorized Agent Date

Co-Borrower's Signature Date

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

Customer Receipt/Repayment Plan Receip (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/21/2014 03:58:41 PM
AMOUNT PAID: $600.00	AGENT RECEIVING PAYMENT: Mary Smith

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$600.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$600.00
BALANCE DUE ON LOAN:	$4,747.54
NEXT SCHEDULED DUE DATE:	11/6/2014

- ☐ **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.**
- ☐ **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.

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/24/2014 11:24:53 AM
AMOUNT PAID: $19.00	AGENT RECEIVING PAYMENT: Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$19.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$19.00
BALANCE DUE ON LOAN:	$4,790.38
NEXT SCHEDULED DUE DATE:	12/6/2014

- ☐ **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.**
- ☐ **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.

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/07/2015 11:44:33 AM
AMOUNT PAID: $200.00	AGENT RECEIVING PAYMENT: Mary Smith

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.	$5,497.30
NEXT SCHEDULED DUE DATE:	12/8/2014

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

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

Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: T.n Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: S[redacted]
LOAN AGREEMENT IDENTIFICATION NO. ...69-0129196 LOAN AGREEMENT DATE: 1?/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/04/2015 02:48:09 PM
AMOUNT PAID: $420.00	AGENT RECEIVING PAYMENT: Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$420.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$420.00
BALANCE DUE ON LOAN:	$5,654.43
NEXT SCHEDULED DUE DATE:	1/5/2015

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

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

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 #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/06/2015 11:29:52 AM

AMOUNT PAID:	AGENT RECEIVING PAYMENT:
$140.00	Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$140.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$140.00
BALANCE DUE ON LOAN:	$5,555.65
NEXT SCHEDULED DUE DATE:	1/5/2015

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

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

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/14/2015 01:29:37 PM
AMOUNT PAID: $80.00	AGENT RECEIVING PAYMENT: Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$80.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$80.00
BALANCE DUE ON LOAN:	$5,640.55
NEXT SCHEDULED DUE DATE:	1/5/2015

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

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

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/28/2015 10:29:29 AM
AMOUNT PAID: $400.00	AGENT RECEIVING PAYMENT: Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$400.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$400.00
BALANCE DUE ON LOAN:	$5,529.12
NEXT SCHEDULED DUE DATE:	2/4/2015

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

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

[redacted]
Printed Name

Signature

Customer Rece.,pt/Repayment Plan Recei... (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 03/16/2015 10:29:08 AM
AMOUNT PAID: $620.00	AGENT RECEIVING PAYMENT: Brooklyn Krein

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$620.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$620.00
BALANCE DUE ON LOAN:	$5,238.91
NEXT SCHEDULED DUE DATE:	3/6/2015

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

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

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #12 Blue Diamo 3810 Blue Diamond Rd. Suite 105 Las Vegas, NV 89139	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 11169-0129196 LOAN AGREEMENT DATE: 10/7/2014 3:48:23 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/30/2015 11:29:05 AM
AMOUNT PAID: $6,166.45	AGENT RECEIVING PAYMENT: Jasmine Bishop

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$4,420.00
INTEREST PAID:	$1,746.45
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$6,166.45
BALANCE DUE ON LOAN:	$0.00
NEXT SCHEDULED DUE DATE:	4/5/2015

☐ **Account paid in full by rescission.**

☒ **Account paid in full.**

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

☐ **Repayment Plan Agreement.**

☐ **Grace Period Plan Agreement.**

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

Printed Name

Signature

Tom
paid
$ 8645.45

TM-NV-210day - Customer Receipt - V.1.0-02.05.2014

EXHIBIT 4

Title Loan Agreement

Number: 10069-0120952

Date: 8/12/2014

Customer & Co-Customer Information		ACCOUNT NUMBER: 10069-0120952	
FIRST NAME [redacted]	LAST NAME [redacted]	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN (SSN) XXX[redacted]	DRIVERS LIC./STATE ID. NO [redacted]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS [redacted]		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV / ZIP CODE 89108	CO-CUSTOMER CITY / CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
HOME PHONE [redacted]	DATE OF BIRTH [redacted]	CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH

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)638-2292		
LICENSEE STREET ADDRESS 6450 W. Lake Mead Blvd., Suite 150	LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89108
VEHICLE IDENTIFICATION NUMBER (VIN) [redacted]	LICENSE PLATE [redacted]		
VEHICLE YEAR 2011	VEHICLE MAKE FORD	VEHICLE MODEL ESCAPE	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 $8,000.00 ("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 03/10/2015 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.
133.7117 %	$3,880.22	$8,000.00	$11,880.22

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	$1,697.17	9/11/2014 and each 30 days thereafter
1	$1,697.20	3/10/2015

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	$8,000.00
1. Amount given to you directly:	$8,000.00
2. Amount paid on your account:	$0.00
3. Amount paid to public officials:	$ 0.00
4. Amount paid to _______ on your behalf:	$0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. This Arbitration Provision is binding upon and b[illegible]its you, your respective heirs, successors and assi[illegible] The Arbitration Provision is binding upon and benefits us, our successors and assigns, and relat[illegible] 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 <u>only</u> by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

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

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

TitleMax of Nevada, Inc. d/b/aTitleMax

	8/12/14		8/12/2014
Customer's Signature	Date	Its Authorized Agent	Date
Co-Customer's Signature	Date		

GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 9/10/14

Account Number: 10069-0120952

Customer Name: [redacted] Address: [redacted] Las Vegas, NV 89108 Co-Borrower Name: Address: ,	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108 Vehicle Information:2011 FORD ESCAPE [redacted]

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

Consideration. You acknowledge and agree that you and we entered into a Title Loan Agreement on 08/12/2014 ("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	$879.20	9/11/2014
2	$879.20	10/11/2014
3	$879.20	11/10/2014
4	$879.20	12/10/2014
5	$879.20	1/9/2015
6	$879.20	2/8/2015
7	$879.20	3/10/2015
8	$1,142.86	4/9/2015
9	$1,142.86	5/9/2015
10	$1,142.86	6/8/2015
11	$1,142.86	7/8/2015
12	$1,142.86	8/7/2015
13	$1,142.86	9/6/2015
14	$1,142.84	10/6/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	$14,154.40	

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 <u>WAIVER OF JURY TRIAL AND ARBITRATION PROVISION</u> 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.

9/10/14

Customer's Signature Date

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

9/10/14

Its Authorized Agent Date

Co-Borrower's Signature Date

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

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #1 Lake Mead 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 8/12/2014 5:26:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 09/10/2014 05:50:53 PM
AMOUNT PAID: $879.20	AGENT RECEIVING PAYMENT: Nathan Kimenker

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$29.31
INTEREST PAID:	$849.89
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$879.20
BALANCE DUE ON LOAN:	$7,970.69
NEXT SCHEDULED DUE DATE:	10/11/2014

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

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

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #1 Lake Mead 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 8/12/2014 5:26:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 10/10/2014 05:30:44 PM
AMOUNT PAID: $879.20	AGENT RECEIVING PAYMENT: Stu Oestreich

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$3.22
INTEREST PAID:	$875.98
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$879.20
BALANCE DUE ON LOAN:	$7,967.47
NEXT SCHEDULED DUE DATE:	11/10/2014

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

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

[redacted]
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 #1 Lake Mead 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	M[redacted] A[redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 8/12/2014 5:26:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 11/10/2014 06:24:29 PM
AMOUNT PAID: $879.20	AGENT RECEIVING PAYMENT: Jennifer M-hernandez

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$879.20
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$879.20
BALANCE DUE ON LOAN:	$7,993.08
NEXT SCHEDULED DUE DATE:	12/10/2014

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

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

M[redacted]

Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:
Tm Las Vegas Nv #1 Lake Mead
6450 W. Lake Mead Blvd., Suite 150
Las Vegas, NV 89108

PAYMENT MADE ON BEHALF OF OR BY:
[redacted]

LOAN AGREEMENT IDENTIFICATION NO.
10069-0120952

LOAN AGREEMENT DATE:
8/12/2014 5:26:14 PM

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

DATE/TIME OF RECEIPT OF PAYMENT:
12/10/2014 06:03:53 PM

AMOUNT PAID:
$879.20

AGENT RECEIVING PAYMENT:
Keosha Hinds-mahaffy

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$879.20
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$879.20
BALANCE DUE ON LOAN:	$7,989.50
NEXT SCHEDULED DUE DATE:	1/9/2015

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

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

[redacted]
Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE:
Tm Las Vegas Nv #1 Lake Mead
6450 W. Lake Mead Blvd., Suite 150
Las Vegas, NV 89108

PAYMENT MADE ON BEHALF OF OR BY:
[redacted]

LOAN AGREEMENT IDENTIFICATION NO.
10069-0120952

LOAN AGREEMENT DATE:
8/12/2014 5:26:14 PM

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

DATE/TIME OF RECEIPT OF PAYMENT:
01/09/2015 06:04:35 PM

AMOUNT PAID:
$880.00

AGENT RECEIVING PAYMENT:
Stu Oestreich

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$880.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$880.00
BALANCE DUE ON LOAN:	$7,985.12
NEXT SCHEDULED DUE DATE:	2/8/2015

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

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

Printed Name

[redacted]

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #1 Lake Mead 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 8/12/2014 5:26:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 02/09/2015 05:44:16 PM
AMOUNT PAID: $879.00	AGENT RECEIVING PAYMENT: Stu Oestreich

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.00
INTEREST PAID:	$879.00
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$879.00
BALANCE DUE ON LOAN:	$8,010.93
NEXT SCHEDULED DUE DATE:	3/10/2015

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

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

[redacted]
Printed Name

Signature

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

Date: 3/11/2015

No. 10069-0120952

Customer Name: A[redacted] M[redacted] D Address: [redacted] 89108 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 6450 W. Lake Mead Blvd., Suite Las Vegas, NV 89108 Vehicle Information: 2011, SILVER, FORD, ESCAPE, 1FMCU0D75BKB54263

Terms: In this Amendment of the Title Loan Agreement to Establish a Repayment Plan ("Repayment Plan Agreement"), the words "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax. We operate under Chapter 604A of the Nevada Revised Statutes. We are regulated by the Nevada Department of Business & Industry, Financial Institutions Division. The telephone number to the Office of the Commissioner to handle concerns or complaints of customers is (866) 858-8951. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the vehicle identified above.

The Title Loan Agreement. This Repayment Plan Agreement amends and modifies the Title Loan Agreement you signed on 08/12/2014 ("Loan Agreement"), to work out a payment plan. You have the opportunity within 30 days of the date of default on the Loan Agreement to enter into a repayment plan with a term of at least 90 days, and we must offer the repayment plan to you before we repossess the Vehicle. Under the Loan Agreement, your payment in the amount of $7,967.37 was due on 03/10/2015 ("Original Due Date").

Payments. This Repayment Plan is divided into monthly installments of the remaining balance owing. You and we agree to the payment period set forth below in the Amended Payment Schedule. In consideration of your promises herein, we agree to amend and modify the Original Due Date, resulting in separate payments due on the Periodic Due Dates set forth below. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Amended Payment Schedule set forth below. By signing below, you agree to make an initial payment of $0.00 and to pay a total of $7967.37 under the terms of the Repayment Plan. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Repayment Plan by process of alternative dispute resolution, by repossessing the Vehicle, or by exercising any other right we have under Nevada law, unless you default on the Repayment Plan

Amended Payment Schedule:

Periodic Payments	Amount of Payment	Periodic Due Date
1st Scheduled Payment	$995.92	4/10/2015
2nd Scheduled Payment	$995.92	5/10/2015
3rd Scheduled Payment	$995.92	6/9/2015
4th Scheduled Payment	$995.92	7/9/2015
5th Scheduled Payment	$995.92	8/8/2015
6th Scheduled Payment	$995.92	9/7/2015
7th Scheduled Payment	$995.92	10/7/2015
8th Scheduled Payment	$995.93	11/6/2015
The total amount due under the terms of the Repayment Plan:	$7967.37	

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

Prepayment. You have the right to rescind this Repayment Plan. You may rescind on or before the close of business on the next day of business at the location where the Repayment Plan was initiated. To rescind, you must deliver to us the total amount due under the Repayment Plan, less any amount you paid to you to initiate the Repayment Plan. If you rescind, then we will not charge you any amount for rescinding. You may also pay us in full at any time, without an additional charge or fee, before the final Periodic Due Date. If you pay the total amount due under the terms of the Repayment Plan in full, including all amounts negotiated and agreed to herein, then we shall return the Title to you. You may also make a partial payment on the Repayment Plan at any time without an additional charge or fee. You agree that we will apply all partial prepayments to the outstanding balance amount owing. Unless your next scheduled payment is your final payment owing, such partial prepayment does not relieve you of your obligation to make your next scheduled payment.

Default. You will be in default under this Repayment Plan Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. If you default, then we may seek repossession and sale of the Vehicle as well as any other remedy Nevada law allows. If we exercise our remedies, then in accordance with the limitations and rights under the Arbitration Agreement we may bring an action against you for any or all of the following relief: (a) The amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (b) reasonable attorney's fees and costs; and (c) any other legal or equitable relief that the court or arbitrator deems appropriate.

Post Maturity Interest. Additionally, we may charge and collect interest accrued after the expiration of the initial loan period or after any extension or repayment plan that is allowed, whichever is later, at an annual rate not to exceed the prime rate at the largest bank in Nevada, as ascertained by the Commissioner, on January 1 or July 1, as the case may be, immediately preceding the expiration of the initial loan period, plus 10 percent. We may charge and collect such interest for a period not to exceed 90 days. After that period, we will not charge or collect any interest on the loan.

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

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

Customer's Signature Date 3/11/15 By Its Employee

Any comments or questions may be directed to our Customer Comment Line at the following toll-free number: 1-800-804-5368.

TM-NV-7 Repayment Plan-V.1.0-03.11.2011

Customer Rec[illegible]pt/Repayment Plan Recei[illegible] (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #1 Lake Mead 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: [redacted]
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 8/12/2014 5:26:14 PM If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 03/11/2015 05:32:37 PM
AMOUNT PAID: $890.00	AGENT RECEIVING PAYMENT: Mark Hart

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$0.10
INTEREST PAID:	$889.90
CHARGES PAID:	$0.00
FEES PAID:	$0.00
TOTAL AMOUNT PAID TODAY:	$890.00
BALANCE DUE ON LOAN:	$0.00
NEXT SCHEDULED DUE DATE:	4/10/2015

15546[illegible]

- ☐ **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.

[redacted]

Printed Name

Signature

Customer Receipt/Extension & Receipt/Repayment Plan Receipt

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 6450 W. Lake Mead Blvd., Suite 150 Las Vegas, NV 89108	PAYMENT MADE ON BEHALF OF OR BY: M[redacted] D A[redacted] [redacted] Las Vegas, NV 89108
LOAN AGREEMENT IDENTIFICATION NO. 10069-0120952 LOAN AGREEMENT DATE: 08/12/2014 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 04/10/2015 17:49:04
AMOUNT PAID: $996.00	AGENT RECEIVING PAYMENT: Stu Oestreich (070)

TODAY'S PAYMENT ITEMIZATION		NEXT PAYMENT INFORMATION	
PRINCIPAL PAID:	$ 996.00	PRINCIPAL:	$ 995.92
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:	$ 996.00	BALANCE DUE ON LOAN:	$ 6971.37
		REPAYMENT PLAN MINIMUM	$ 995.92
		NEXT SCHEDULED DUE DATE:	5/10/2015

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

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

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

Loan Agreement Disclosures. BECAUSE THIS IS ONLY AN EXTENSION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE <u>ARBITRATION AGREEMENT</u>, 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.

M[redacted] A[redacted]

Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 6450 W. Lake Mead Blvd,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: M[redacted] D [redacted] [redacted],Las Vegas,NV,89108
LOAN AGREEMENT IDENTIFICATION NO. 20120952-10069 LOAN AGREEMENT DATE: 08/12/2014 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 05/12/2015 13:00:52
AMOUNT PAID: 1010.00	AGENT RECEIVING PAYMENT: Mantica Perez-Zurita

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$ 1010.00
INTEREST PAID:	$ 0.00
CHARGES PAID:	$ 0.00
FEES PAID:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 1010.00
UNPAID INTEREST:	$ 0.00
BALANCE DUE ON LOAN:	$ 5961.37
NEXT SCHEDULED DUE DATE:	06/09/2015

- ☐ **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.

[redacted]

Printed Name

Signature

Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 6450 W. Lake Mead Blvd,Las Vegas, Nevada 89108.	PAYMENT MADE ON BEHALF OF OR BY: M[redacted]D A[redacted] [redacted]Las Vegas,NV,89108
LOAN AGREEMENT IDENTIFICATION NO. 20120952-10069 LOAN AGREEMENT DATE: 08/12/2014 If you have multiple loans, this payment was applied to the loan number identified above.	DATE/TIME OF RECEIPT OF PAYMENT: 05/20/2015 19:00:23
AMOUNT PAID: 5961.37	AGENT RECEIVING PAYMENT: Mantica Perez-Zurita

TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	$ 5961.37
INTEREST PAID:	$ 0.00
CHARGES PAID:	$ 0.00
FEES PAID:	$ 0.00
TOTAL AMOUNT PAID TODAY:	$ 5961.37
UNPAID INTEREST:	$ 0.00
BALANCE DUE ON LOAN:	$ 0.00
NEXT SCHEDULED DUE DATE:	06/09/2015

- ☐ **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.

[redacted]

Printed Name

Signature

445

.210

PAID = 14133.17

ORIG = 11880.22

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, ~~Department of Business and Industry, Financial Institutions Division,~~ Office of Attorney G coral and that on the 7th day of October, 2015, I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing **ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION AND NOTICE OF HEARING**, 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

Certified Mail No. 7012 1010 0000 1177 1041

And to:

Corporation Trust Company of Nevada
701 S. Carson Street, Suite 200
Carson City, Nevada 89701

Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX

Certified Mail No. 7012 1010 0000 1177 1034

And to:

Victoria Newman, Esq.
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.
15 Bull Street, Suite 200
Savannah, Georgia 31401.

Certified Mail No. 7012 1010 0000 1177 1027

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

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

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STATE OF NEVADA

BRIAN SANDOVAL
Governor

DEPARTMENT OF BUSINESS AND INDUSTRY

FINANCIAL INSTITUTIONS DIVISION

TERRY JOHNSON
Director

GEORGE E. BURNS
Commissioner

NOTICE OF WORKSHOP TO SOLICIT COMMENTS ON PROPOSED REGULATIONS

COMMISSIONER OF THE FINANCIAL INSTITUTIONS DIVISION
NAC CHAPTER 604A
(LCB File No. R130-08 dated August 10, 2010)

September 21, 2012

The State of Nevada, Financial Institutions Division ("Division"), 2785 E. Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, (702) 486-4120 is proposing the adoption of regulations to Chapter 604A of the Nevada Administrative Code (NAC). A workshop to solicit comments from interested persons on the proposed regulations will be held at the following locations through simultaneous videoconference:

Date:	Wednesday, October 10, 2012
Time:	10:00 am.
In Las Vegas:	Grant Sawyer Building 555 E. Washington Avenue Room 4412 Las Vegas, NV 89101
In Carson City:	The Legislative Building 401 S. Carson Street Room 2135 Carson City, NV 89701

- Whether NAC 604A.220 should be deleted in its entirety since it is unnecessary and duplicative of NRS 604A.435.

3. POSSIBLE ACTION regarding whether the proposed regulations should be amended to add a regulation which defines the "ability to repay" in NRS 604A.450.

   (i) Attached Exhibit A contains a proposal to define "ability to repay" to include any renewal and repayment periods submitted by interested members of the industry for comment and consideration.

   (ii) Attached as Exhibit B is proposed regulatory language to define "ability to repay" submitted by the Division for comment and consideration.

4. POSSIBLE ACTION regarding whether the proposed regulations should be amended to add a regulation to address accrual of contract interest during a grace period.

   (i) Attached as Exhibit C is proposed regulatory language submitted by interested members of the industry for comment and consideration.

   (ii) Attached Exhibit D contains proposed regulatory language submitted by the Division for comment and consideration.

5. POSSIBLE ACTION regarding whether the proposed regulations should be amended to add a regulation to define the amount of interest that may be collected during a repayment plan under NRS 604A.475.

   (i) Attached Exhibit E contains a proposal submitted by interested members of the industry for comment and consideration.

   (ii) Attached Exhibit F contains proposed regulatory language submitted by the Division for comment and consideration.

6. PUBLIC COMMENTS

MEMBERS OF THE PUBLIC ARE ENCOURAGED TO ADDRESS THE COMMISSIONER REGARDING ANY MATTER. HOWEVER, NO ACTION MAY BE TAKEN ON A MATTER. NO COMMENTS MAY BE MADE REGARDING A MATTER THAT IS OR MAY BE THE SUBJECT OF A FORMAL COMPLAINT BEFORE THE COMMISSIONER. COMMENT MAY NOT BE LIMITED BASED ON VIEWPOINT. PERSONS WHO DESIRE TO SUBMIT WRITTEN TESTIMONY SHOULD SUBMIT TEN (10) COPIES TO THE DEPUTY COMMISSIONER. PUBLIC COMMENT MAY BE LIMITED TO THREE MINUTES PER PERSON AT THE DISCRETION OF THE COMMISSIONER.

7. ADJOURNMENT

A copy of the proposed regulations to be considered for amendment and adoption are attached to this Notice and will also be available prior to the hearing on the Internet at: http://www.fid.state.nv.us. Copies of this Notice and/or the proposed regulations will be mailed to

Attn: Public Posting
Lincoln County Library
63 Main St.
P.O. Box 330
Pioche, NV 89043

Attn: Public Posting
Carson City Library
900 N. Roop Street
Carson City, NV 89701

Attn: Public Posting
Lyon County Library
20 Nevin Way
Yerington, NV 89447

Attn: Public Posting
Douglas County Library (1625 Library Lane)
P.O. Box 337
Minden, NV 89423

Financial Institutions Division
2785 E. Desert Inn Road, Ste. 180
Las Vegas, NV 89121

Financial Institutions Division
1179 Fairview Drive, Ste. 201
Carson City, NV 89701

Attn: Lobby Public Posting
Grant Sawyer Building
555 E. Washington Ave.
Las Vegas, NV 89101

Grant Sawyer Building
Nevada Department of Business and
Industry, Director's Office
555 E. Washington Ave.
Las Vegas, NV 89101

Attn: Public Posting
Nevada Department of Business and
Industry, Director's Office
1830 E. College Parkway, Suite 100
Carson City, NV 89706

EXHIBIT B

Submitted by the Financial Institutions Division for comment and consideration

Ability to Repay

"Ability to repay" is defined as:

A borrower's capacity to repay the full amount of a loan when due from net disposable income.

"Full amount of loan" is defined as any and all principal, interest and fees subject to all statutory requirements and legal contractual stipulations.

"When due" is defined as the repayment schedule subject to all statutory requirements and legal contractual stipulations that when completed pays the full amount of loan and extinguishes the debt.

"Net disposable income" is defined as verifiable Gross Income minus any and all Deductions from income (=Net Income), minus all verifiable/stated Expense obligations including but not limited to premise/housing, utilities, groceries, transportation, fuel, and any other debt payments.

EXHIBIT D

Submitted by the Financial Institutions Division for comment and consideration

Grace Period Limitation

Pursuant to NRS 604A.210, a licensee may collect interest and fees on the outstanding loan during a grace period not to exceed the amount of accrued interest and fees as disclosed in the loan agreement. During a grace period, no interest shall accrue and no fees shall be charged after expiration of the loan period.

EXHIBIT F

Submitted by the Financial Institutions Division for comment and consideration

Interest That May Be Collected During Repayment Plan

During any repayment plan on any loan made pursuant to this chapter, a licensee may only collect the following:

(a) the amount of unpaid principal of the outstanding obligation; and

(b) (1) where the customer defaults upon a loan which only requires a single payment, the amount of unpaid interest that it could have collected during the term of the loan agreement or any lawful extension at a rate not exceeding the annual percentage rate disclosed in the original loan agreement; or

(2) where the customer defaults upon a loan requiring multiple payments, the amount of unpaid interest that it could have collected during the original term of the loan agreement at a rate not exceeding the annual percentage rate disclosed in the original loan agreement.

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

NAC 604A WORKSHOP

October 10, 2012

Minutes

A public hearing set forth by the Commissioner of the Financial Institutions Division regarding the proposed changes to regulations for Chapter 604A of the Nevada Administrative Code (NAC) in conjunction with Nevada Revised Statutes (NRS) 604A was held on October 10, 2012 at the Grant Sawyer Building 555 E. Washington Ave., Room 4412, Las Vegas, NV 89101 with video conference at Legislative Counsel Bureau 401 S. Carson St., Room 2135, Carson City, NV 89701.

Financial Institutions Division staff in attendance:

Las Vegas:
Commissioner: George E. Burns
Deputy Commissioner: Carla C. Kolebuck
Acting Supervisory Examiner: Matt O'Brien
Division Counsel: Sr. Deputy A.G.: David Pope
Division Counsel: Deputy A.G.: Daniel Edihara
Associate Examiner: Christopher Hui
Associate Examiner: Felix Luna
Associate Examiner: Harveen Sekhon

Carson City:
Certified Public Accountant: Christopher Schneider
Supervisory Examiner: Doug Liveringhouse
Supervisory Examiner: Monica Villines

1) Call to Order
Deputy Commissioner Carla Kolebuck commenced the workshop of Chapter 604A of the Nevada Administration Code (NAC) on October 10, 2012 at 10:03 am referencing the agenda and proposed regulations for consideration at the hearing.

2) Public Comment
No public comment was received.

3) Possible Action Regarding Ability to Repay

3-A-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation referenced as Exhibit A which defines the "ability to repay" under NRS 604A.450 to include any renewal and repayment periods submitted by interested members of the industry.

3-A-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit A.

3-A-3

No public comment was received.

3-B-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation referenced as Exhibit B defining "ability to repay" submitted by the Division.

3-B-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit B.

3-B-3

Deputy Commissioner Carla Kolebuck introduced examples prepared by the Division to illustrate the proposed definition of "ability to repay" in the context of a 30-day loan and a 210-day loan to be shown on the projector screen, with hard copies distributed to Workshop attendees.

3-B-3

Commissioner George Burns discussed the language being introduced in the proposed regulation defining ability to repay as standard underwriting concepts to ensure that the customer can afford to repay the loan that they are taking out from the lender; to ensure responsible lending; and to eliminate predatory lending as much as possible. The Commissioner then went over the examples illustrating application of the proposed definition shown on the projector screen and the handouts.

3-B-4

Public comment was given by Dan Wulz from Legal Aid Center of Southern Nevada. Mr. Wulz stated that they fully support the Division's proposal in Exhibit B and its definition of ability to repay. He stated that a consumer must be judged on the ability to repay based on the original term of the loan, and not a longer period that includes renewal periods and repayment periods. Mr. Wulz stated that if the industry had requested the ability to repay to be considered over a 7 month period on a 30-day loan, then he would have no doubt that there would have been more negotiation as to whether permitting 6 additional periods of extension would be good policy. He further stated that repayment plan periods should never be included in the ability to repay since that plans for a default which is not appropriate. It is difficult to believe that the legislature had any such intention regarding ability to repay in a title loan.

3-B-5

Former Assembly Speaker Barbara Buckley, author of the payday loan legislation and currently Executive Director of Legal Aid Center of Southern Nevada stated she is in support of Financial Institution Division's proposed regulation governing ability to repay. She indicated that the intent and policy of the legislation was to permit a short term high interest loan, but upon default, there would be a change in interest rate to prevent the "debt treadmill." Ms. Buckley further stated that allowing interest to accrue during a repayment plan as part of ability to repay would be contrary to legislative intent.

3-B-6

Robert Frimet from Advantage Check Cashing stated that as a lending industry, they should be able to collect interest upon default as permitted in mortgage lending. Mr. Frimet stated that the industry is there to serve as a viable business and serve the public. He further stated concerns about how to determine and satisfy requirements for "verifiable/stated expenses."

3-B-7

Commissioner George Burns stated the intent for the language is to allow as much flexibility as possible for the industry to conduct their business. As far as verifiable/stated expenses, the language is verifiable and/or stated since it is understood that not all expenses are verifiable. However, reasonable and prudent business practices should be followed, along with the customer's affidavit. The Commissioner further stated that the proposed language is not intended to overburden the licensee, but it is to ensure the customer can afford to pay back the loan and to promote good public policy and good business practices. He noted that it is anticipated that another workshop will be held before having a final product on these regulatory proposals.

3-B-8

Brian Schmidt with TMX Finance stated they do not support the Division's Exhibit B indicating that they had submitted a compromise proposal the previous week and wanted to ensure that the Division received it.

Deputy Commissioner Carla Kolebuck stated that the Division had received the proposal but not in time to incorporate it into the agenda.

Brian Schmidt then stated that they would like the Division to consider the extension and repayment periods within the ability to repay; he believes their practices are in full compliance with the statutes. He also stated that the detail concerning verified/stated expenses may not be a practical solution since many folks do not keep track of all expenses and are not verifiable. In addition, debts owed by customers may be paid by another individual. Mr. Schmidt stated that his "modified gross income" proposal incorporates a more practical approach to expenses that could be deducted. He had an additional comment regarding the interpretation of NRS 604A.045 defining "default." Mr. Schmidt stated that several things must occur for a default, requiring repayment plan periods, extensions and grace periods to be taken into consideration.

4) Possible Action Regarding Grace Periods

4-A-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation referenced as Exhibit C submitted by interested members of the industry regarding accrual of contract interest during a grace period.

4-A-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit C.

4-A-3

No public comment was received.

4-B-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation Exhibit D regarding accrual of contract interest during a grace period submitted by the Division.

4-B-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit D.

4-B-3

Deputy Commissioner Carla Kolebuck stated the proposed regulatory language submitted in Exhibit D was due to concerns raised by members of the title loan industry regarding an installment loan scenario where late paying borrowers end up paying less interest over time than on time borrowers due to contract rate of interest ceasing to accrue after a default. It was stated that the Division acknowledges some ambiguity exists in the statutes, and that a possible interpretation would permit the contract rate of interest to be charged during a grace period so long as it is not considered "additional interest or fees" on the loan. The Division drafted this proposal in an attempt to address this concern and to expand its coverage to include other 604A lenders, not just title lenders.

4-B-4

John McCloskey from Select Management Resources had questions on how the proposed regulation Exhibit D would affect a 30-day loan or a 210-day loan and when interest would still accrue.

Deputy Commissioner Carla Kolebuck stated that the proposed language does not affect single payment loans; it would only affect loans that involve multiple payments provided that a grace period during the loan term is incorporated in the loan agreement.

4-B-5

Dan Wulz of Legal Aid Center of Southern Nevada stated that they fully support the Division's submission of Exhibit D and that it is in accordance with 604A.210 and 604A.070 concerning what can be charged during a grace period. He further stated "grace period" means any period of deferment offered gratuitously by a licensee to a customer, and that gratuitously means without charge and there can be no accrual of the contract rate during any grace period.

4-B-6

Former Assembly Speaker Barbara Buckley, author of the payday loan legislation currently Executive Director of Legal Aid Center of Southern Nevada stated she agrees with Mr. Wulz's statement of the legislative intent on grace period. She indicated that some lenders wanted to work with customers to ensure that payments were received upon a default and to work something out in the contracts. The idea of grace period was intended as a period of grace, not as an opportunity to charge more fees. With that, she supports the Division's proposed regulation.

5) Possible Action Regarding Interest that May be Collected During a Repayment Plan.

5-A-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation referenced as Exhibit E submitted by interested members of the industry concerning accrual of interest during a repayment plan.

5-A-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit E.

5-A-3

No public comment was received.

5-B-1

Deputy Commissioner Carla Kolebuck stated the agenda and the proposed regulation referenced as Exhibit F defining the amount of interest that may be collected during a repayment plan.

5-B-2

Acting Supervisory Examiner Matt O'Brien read the proposed regulation Exhibit F.

5-C-1

Deputy Commissioner Carla Kolebuck stated the proposed regulatory language is intended to clarify and incorporate into regulation the Division's Declaratory Order and Advisory Opinion regarding interest that can be collected during a repayment plan period. Then she gave a synopsis of the examples that would be illustrated involving a 30-day loan and a 210-day loan.

5-C-2

Acting Supervisory Examiner Matt O'Brien went over the examples on the projector screen and in handouts to Workshop attendees illustrating the Division's proposal of what can or cannot be collected during a repayment plan.

5-C-3

Deputy Commissioner Carla Kolebuck added that under the proposed regulation, a lender may recover the total amount of unpaid interest under the repayment plan, provided that the plan is structured to not exceed the APR of the original agreement.

5-C-4

Dan Wulz of Legal Aid Center of Southern Nevada stated that they fully support the Division's submission of Exhibit F, concerning what can be collected during a repayment plan. He understands that it is in accordance with the Division's 2009 advisory opinion and that fully explains the Division's rationale which is fully supported by the law. Mr. Wulz further stated that the principle matter as evidenced by the statutory scheme is getting someone off the "debt treadmill" and allowing accrual of contract interest during a repayment plan does not accomplish this.

5-C-5

Former Assembly Speaker Barbara Buckley, author of the payday loan legislation and currently Executive Director of Legal Aid Center of Southern Nevada stated the whole idea behind the repayment plan was to get the customer off the "debt treadmill", to take the principal and the interest that accrued over a short period of time and come up with a way to allow them to repay the funds. Allowing interest to accrue at the original loan rate during a repayment plan means that the consumer would not be able to make the terms of the repayment plan. Accrual of contract interest during a repayment plan vitiates the rationale for a repayment plan, since after a default, interest drops to prime plus 10%. Ms. Buckley further stated that she fully supports the Division's proposed regulation which meets and serves the legislative intent.

5-C-6

Jonathan Patterson of Cash Plus had questions on the examples given concerning NSF fees and if such fees could be recovered on repayment plan without lengthening the term.

Acting Supervisory Examiner Matt O'Brien stated that the fee can be collected in a repayment plan under the condition that APR does not exceed the original contract rate.

6) Possible Action Regarding the Proposed Regulations LCB File No. R130-08

6-A-1

Deputy Commissioner Carla Kolebuck introduces the next agenda item regarding LCB File No. R130-08.

6-A-2

Acting Supervisory Examiner Matt O'Brien read section 1.

6-A-3

No public comment was received.

6-B-1
Acting Supervisory Examiner Matt O'Brien read section 2.

6-B-2

Jacqueline Bryant Rombardo with Holland and Hart representing Dollar Loan Center LLC asked the Division to consider providing the licensee with notice and the opportunity to demonstrate that the interest of the public does not outweigh that of the licensee if the Commissioner determines to disclose confidential information.

Deputy Commissioner Carla Kolebuck stated an example would be if the information requested is the subject of a subpoena, the Division would be required to provide the information, or if there was a purchaser of the business, it might be outweigh the licensee's interest in non-disclosure.

Ms. Rombardo questioned whether the applicant or licensee may be able to demonstrate that their interest might outweigh the public's interest in disclosure.

Commissioner George Burns made a statement regarding Chapter 604A, indicating that currently 604A licensees have absolutely no confidentiality of their information. The Division is seeking to bring to 604A licensees similar provisions concerning confidentiality that are provided to other types of licensees and to bring uniformity in those regulations for all licensees so all are treated in a equitable manner.

Ms. Rombardo stated she also has written comments that she is submitting.

6-B-3

Former Assembly Speaker Barbara Buckley questioned why the Division would keep reports of examination confidential.

Commissioner George Burns stated that maintaining the confidentiality of the report, also maintains the integrity of the examination process. It is far more productive that the licensee understands that the findings remain confidential for their diligent correction. When that confidentiality cannot be ensured, every finding the Division finds may bring litigation and it also brings resistance instead of cooperation. It is a much more conducive process if the licensee understands that confidentiality exists for them to rectify those matters that the Division has found. If the findings or conclusions involve an egregious violation of law, then the Division may issue disciplinary action such as a Cease and Desist Order, issue fines or 233B hearings. Licensees would not be able to get away with violations that are severe.

Former Assembly Speaker Barbara Buckley stated she would like the Commissioner to consider that when there are findings that might not bring disciplinary action but are also not corrected by the licensee, to allow such information to be given to the public in order to allow consumers to research and make resourceful decisions.

6-C-1

Acting Supervisory Examiner Matt O'Brien read section 3.

6-C-2

No public comment was received.

6-D-1

Acting Supervisory Examiner Matt O'Brien read section 4.

6-D-2

No public comment was received.

6-E-1

Acting Supervisory Examiner Matt O'Brien stated that the Division is hereby withdrawing the proposed language of section 5.

6-E-2

Commissioner George Burns stated the Division proposes deletion of this section clarifying certain requirements for deferred deposit and high interest loans made pursuant to NRS 604A.480 since these matters are the subject of a pending Attorney General's Opinion.

6-E-3

No public comment was received.

6-F-1

Acting Supervisory Examiner Matt O'Brien read section 6.

6-F-2

No public comment was received.

6-G-1

Acting Supervisory Examiner Matt O'Brien read section 7.

6-G-2

No public comment was received.

6-H-1

Acting Supervisory Examiner Matt O'Brien read section 8.

6-H-2

No public comment was received.

6-I-1

Acting Supervisory Examiner Matt O'Brien read section 9.

6-I-2

No public comment was received.

6-J-1

Acting Supervisory Examiner Matt O'Brien read section 10.

6-J-2

No public comment was received.

6-K-1

Acting Supervisory Examiner Matt O'Brien read section 11.

6-K-2

No public comment was received.

6-L-1

Acting Supervisory Examiner Matt O'Brien read section 12.

6-L-2

No public comment was received.

6-M-1

Acting Supervisory Examiner Matt O'Brien read section 13.

6-M-2

No public comment was received.

6-N-1

Acting Supervisory Examiner Matt O'Brien read section 14.

6-N-2

No public comment was received.

6-O-1

Acting Supervisory Examiner Matt O'Brien read section 15.

6-O-2

No public comment was received.

6-P-1

Acting Supervisory Examiner Matt O'Brien stated that the Division is withdrawing the proposed changes to Subsections 1 through 5 of Section 16 relating to NAC 604A.090. He then read Section 16.

6-P-2

Commissioner George Burns stated that the Division proposes the deletion of amendments to Subsections 1-5 of Section 16 that proposed increasing fees for examinations, license applications, renewals and license reinstatement due to current economic conditions.

6-P-3

Robert Frimet from Advantage Check Cashing stated he would like the Division to consider performing examinations after notice to the licensee rather than surprise examinations without notice due to overburdening the licensee.

6-P-4

Jacqueline Bryant Rombardo with Holland and Hart representing Dollar Loan Center LLC had questions with subsections 7 and 8. She asked how the CPA assessment is applied, on a per licensee or per branch basis.

Commissioner George Burns stated that the statute providing for the CPA assessment allows the Division to charge $300 per licensee; however the Division has only been charging the main branch of the office the amount needed to fund the operations of the CPA and that the assessment has been far below the $300 amount allowed.

Jacqueline Bryant Rombardo with Holland and Hart questioned section 8, regarding attorney general assessment asking how that assessment is determined.

Commissioner George Burns stated that the AG assessment is charged per location in order to spread out the cost over a greater number. He indicated that the most recent AG assessment was a 38 percent reduction from the previous year, and was also due in part to the increase of licensees the Division currently regulates. Licensees each paid 1/1000th of the total assessment, or .001%.

Jacqueline Bryant Rombardo with Holland and Hart questioned if the AG fee is once a year and fluctuated based on the costs associated with the assessment.

Commissioner George Burns stated that is correct.

6-Q-1

Acting Supervisory Examiner Matt O'Brien read section 17.

6-Q-2

No public comment was received.

6-R-1

Acting Supervisory Examiner Matt O'Brien read section 18.

6-R-2

No public comment was received.

6-S-1

Acting Supervisory Examiner Matt O'Brien read section 18.

6-S-2

No public comment was received.

6-T-1

Acting Supervisory Examiner Matt O'Brien read section 19.

6-T-2

No public comment was received.

6-U-1

Acting Supervisory Examiner Matt O'Brien read section 20 subsections 1-3, then he stated subsection 4 relating to NRS 604A.425 is being withdrawn.

6-U-2

Commissioner George Burns stated the Division proposes deletion of subsection 4 clarifying the amounts to be included in the calculation of a deferred deposit loan for purposes of the limitation imposed under NRS 604A.425 because the 1st Judicial Court of Nevada has ruled on the matter, and it is currently on appeal to the Nevada Supreme Court.

6-U-3

No public comment was received.

6-V-1

Acting Supervisory Examiner Matt O'Brien stated the proposed changes set forth in section 21 relating to NAC 604A.220 is being withdrawn by the Division.

6-V-2
Commissioner George Burns stated the Division proposes the deletion of section 21 clarifying the prohibition of accepting a check as security for a high-interest loan since it is unnecessary and duplicative.

6-V-3

No public comment was received.

6-W-1

Acting Supervisory Examiner Matt O'Brien stated the Division is withdrawing the proposed changes to NAC 604A.230 listed in Section 22.

6-W-2

Commissioner George Burns stated the Division proposes the deletion of Section 22 restricting loans made to repeat borrowers, internet lending and the imposition of additional collection fees since it appears that these matters appear to have been rectified in the industry in a way that is acceptable to the Division.

6-W-3

No public comment was received.

6-X-1

Deputy Commissioner Carla Kolebuck stated that the Commissioner will hear comments and take possible action regarding whether NAC 604A.220 should be deleted in its entirety. The Division proposes the deletion in its entirety of NAC 604A.220 since it is unnecessary and duplicative of NRS 604A.435.

6-X-2

Acting Supervisory Examiner Matt O'Brien read NAC 604A.220.

6-X-3

No public comment was received.

7) Additional Public Comment

Alfredo Alonso with Lewis and Roca stated they plan to submit comments on behalf of CFSA and others in the next few days and look forward to working on the proposed regulations.

8) Adjournment

Meeting adjourned on October 10, 2012 at 11:45 am.

This job aid provides scripting that must be followed when offering the Nevada 210 product.

210 Nevada Product Script

<u>TM Employee:</u>

Congratulations! We are going to be able to help you with *(review needs discussed)*. You have been approved for up to $<*210 Max Cash to Customer Amount*>. How does that sound?

<u>Customer:</u> Sounds good!

<u>TM Employee:</u>

Great! Let's discuss your new loan details. Your contract is set up with 7 equal payments of <*<u>Amortized Loan Payment</u>*> which are due every 30 days starting on <*Due Date* >. By making these payments as described, your loan will be paid in full when you make the final payment. However, should you have any trouble making those payments, we have a convenient option that allows you to enter into a grace period whereby you can lower your monthly payments to *<u><Minimum Payment Amount></u>* and extend the period to repay your loan for an additional 7 months. This is available to you at your option as long as your account is in good standing. Do you have any questions?