

Case No. 79224

In the Supreme Court of Nevada

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

Appellant,

vs.

TITLEMAX OF NEVADA, INC., a
Delaware corporation,

Respondent.

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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable JERRY A. WIESE II, District Judge
District Court Case No. A-18-786784-C

**RESPONDENT'S SUPPLEMENTAL APPENDIX
VOLUME 1
PAGES 1-250**

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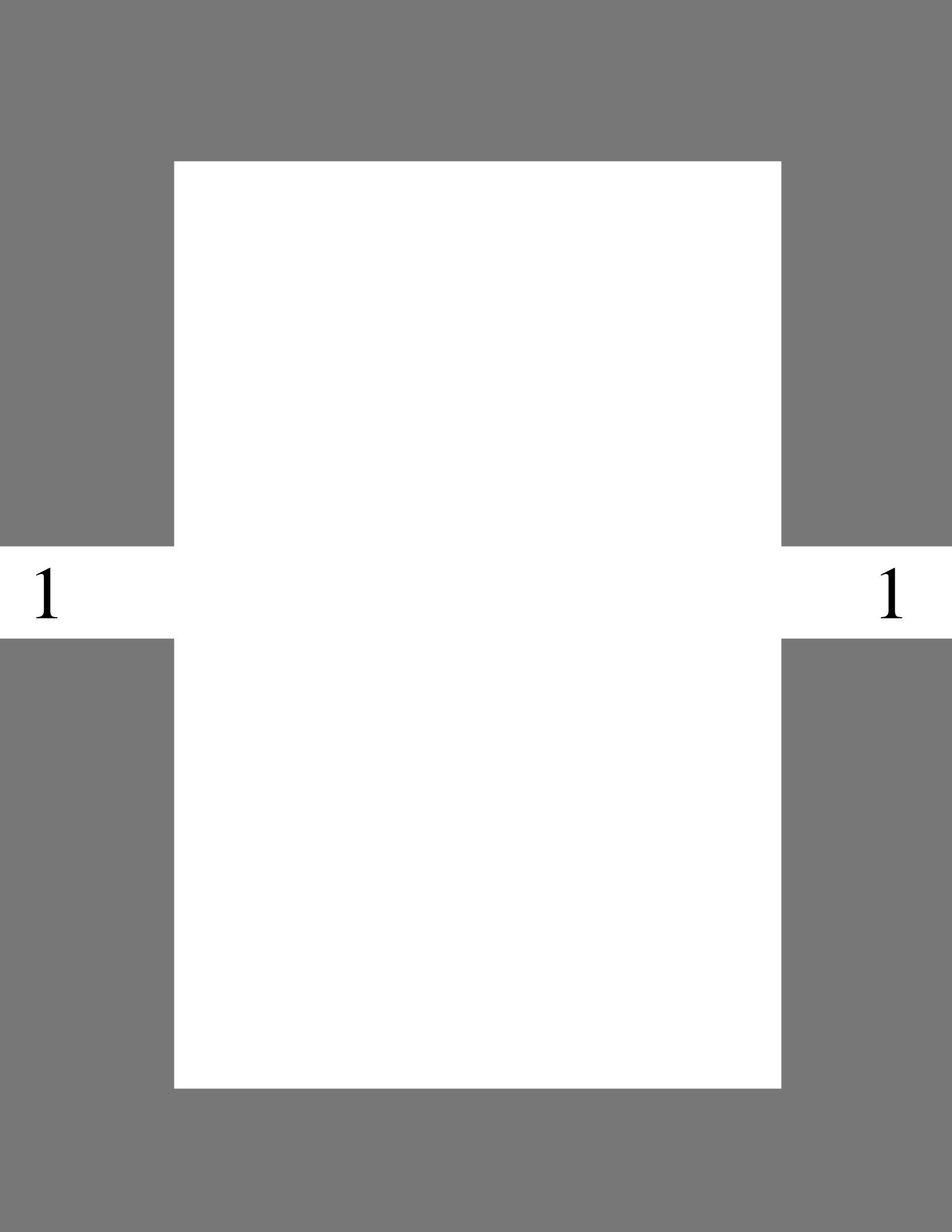
CERTIFICATE OF SERVICE

I certify that on November 18, 2020, I submitted the foregoing RESPONDENT'S SUPPLEMENTAL APPENDIX for filing *via* the Court's eFlex electronic filing system. Electronic notification will be sent to the following:

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TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 1225 E. CHARLESTON BLVD. LAS VEGAS, NV 89104		Loan Date: 01/31/2018 Loan Number: 12269-1628-18743545 Lender Customer Service: 1-800-804-5368	
Borrower: Marlon [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2005	Motor Vehicle Make: Dodge	Motor Vehicle Model: Grand Caravan	Motor Vehicle ID #: [REDACTED] 2515

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 179.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$650.41	Amount Financed The amount of credit provided to me or on my behalf. \$968.40	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,618.81
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$231.27	03/02/2018
1	\$231.27	04/01/2018
1	\$231.27	05/01/2018
1	\$231.27	05/31/2018
1	\$231.27	06/30/2018
1	\$231.27	07/30/2018
1	\$231.19	08/29/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$968.40

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$968.40

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$968.40 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 179.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause.</p> <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	<p>For Disputes subject to this Clause, I give up my right to:</p> <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<ol style="list-style-type: none"> 2. Have a court, other than a small claims court, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Marlon [REDACTED]

DocuSigned by:
[Signature]
D8A9C42D58D9499...

Borrower Signature

1/31/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Susana MontesSilva
By: [Signature]
AE40DA41AC74C1...
Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Marlon</u>	Date of Loan: <u>1/31/18</u>
Co-Borrower Name:	Loan Number:

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ <u>500</u> x 52 = \$ _____ / 12 = _____	\$ <u>2000</u>
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Income and Expense Worksheet				
Applicant Name:		Marlon [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$968.00		
Payment (For Requested Amount)		\$256.89		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Uber	\$500.00	Weekly	\$2,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$2,000.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$450.00	[REDACTED]	\$450.00
2	Utilities	\$120.00		\$120.00
3	Insurance	\$350.00		\$350.00
4	Other Expenses (loans, food, etc.)	\$560.00		\$560.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,480.00
Net Monthly Income				\$520.00

You, state(s) as follows:

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

Applicant Signature

Co-Applicant Signature

Date:

Date:

Income Attestation Statement

I, MARLON [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.


Signature

11/31/18
Date

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NV BORROWER RECEIPT

LICENSEE: TITLEMAX OF NEVADA, INC. D/B/A TITLEMAX 1225 E. CHARLESTON BLVD. LAS VEGAS, NV 89104	BORROWER: Marlon [REDACTED] [REDACTED]
PAYMENT DATE: 03/28/2018	ACCOUNT NO.: 12269-1857-20237149 <i>*If you have multiple loans, this payment was applied to the loan number identified above.</i>
PAYMENT DETAILS: Payment Total: \$1,025.66 Interest: \$57.27 Charges: \$0.00	ACCOUNT DETAILS (as of payment date): Total Balance: \$0.00

- ☐ Account paid in full by rescission
☒ Account paid in full and title returned
☐ Repayment Plan Agreement

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<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$968.39

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$968.39 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 179.8800% per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

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- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process. I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

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14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send all correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "Notice Address"). Send all correspondence to me to my address above or any other address I give to Lender in writing (the "Borrower Address"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- The party filing the dispute (the "Claimant") must tell all other parties (the "Defending Party") of the dispute (the "Dispute Notice"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- If Defending Party asks for more information about the dispute, Claimant must give it.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "Clause"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCORE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

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		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	"Related Parties" are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("TPA") solves Disputes in a hearing ("hearing"). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, "Disputes" does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

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		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

DISPUTES		
Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS		
Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

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Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Marlon [REDACTED]

DocuSigned by:

[REDACTED]

DEAPC4208409499

Borrower Signature

3/16/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

Leiny Larios

By:

[REDACTED]
Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

Paid In Full
SG 3/28/18

000017

000017

MARLON [REDACTED] (*****7817)

Loan Detail

[\[View all Loans\]](#)

Loan ID: [12269-1857-20237149](#)

Model: NV 210-P

Status: Paid Off

Sub-Status: None

Store: 12269
TITLEMAX OF
LAS VEGAS,
NV #21

Parent Loan ID: [12269-1628-18743545](#)

Assigned Collector: N/A

Balance: \$0.00

Principal: \$0.00

Fees: \$0.00

Earned Principal: N/A

Earned Fees: N/A

Originated: 03/16/2018

Due Date: 05/15/2018

Late: Not Late

Last Full Payment: 03/28/2018

Recent: 896 Days

[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
03/16/2018	New Loan	\$968.39	\$0.00	\$0.00	\$0.00	\$968.39	\$968.39
03/16/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$968.39	\$968.39
03/28/2018	Interest - Interest	\$0.00	\$57.27	\$0.00	\$0.00	\$57.27	\$1,025.66
03/28/2018	Pay Off - Bank Card	(\$968.39)	(\$57.27)	\$0.00	\$0.00	\$1,025.66	\$0.00

Contact Information		11/2/2017																														
Company: Titlemax - Stores (314391 Internet) Contact: Laura Farris E-Mail: laura.farris@titlemax.biz		Telephone: 404-542-8618 Fax:																														
Notes																																
Vehicle Info For 2005 Dodge Grand Caravan SE Wagon																																
MSRP: \$22,920 Fin Adv: \$2,425 Equip Ret: \$26,500 Tire Size: 215/70R15 Base HP: 180 @ 5200 Taxable HP: 32.2 Model Number: RSK153 Price Includes: AT AC 6CY	VIN: [REDACTED] 2515 UVC: 2005240049 MPG: 19/26 Weight: 5600 Fuel Type: Gas Wheelbase: 119.3 End of Term Months: 0	Adj. State: National Mileage: 0 Mileage Cat: C Cylinders: 6 Transmission: A Drive Train: FWD End of Term Mileage: 0																														
Wholesale Black Book values as of 11/2/2017																																
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5 Passenger -100 Dual Factory Air +100 Dual Power Side Doors +100 Power Windows +350 Quad Seating +100																																

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Mason	Date of Loan:	10/28/17
Co-Borrower Name:		Loan Number:	1090-18856324

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>2000</u> = _____	\$ <u>2000</u>

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on Income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Income and Expense Worksheet			
Applicant Name:		Marlon [REDACTED]	
Co-Applicant Name:		N/A	
Requested Loan Amount		\$1,587.00	
Payment (For Requested Amount)		\$395.85	
Income			
	Income Type/Source	Amount	Pay Frequency
1		\$2,000.00	Monthly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
Gross Monthly Income TOTAL:			\$2,000.00
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$450.00	\$450.00
2	Utilities	\$300.00	\$300.00
3	Insurance	\$200.00	\$200.00
4	Other Expenses (loans, food, etc.)	\$350.00	\$350.00
5	Additional Title loans	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,300.00
Net Monthly Income			\$700.00

You, state(s) as follows:

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

Applicant Signature

Date:

Co-Applicant Signature

Date:

Income Attestation Statement

I, MARLON [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Signature

Date

10/28/17

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 1225 E. CHARLESTON BLVD. LAS VEGAS, NV 89104		Loan Date: 11/27/2017 Loan Number: 12269-1259-17824562 Lender Customer Service: 1-800-804-5368	
Borrower: Marlon [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2005	Motor Vehicle Make: Dodge	Motor Vehicle Model: Grand Caravan	Motor Vehicle ID #: [REDACTED] 2515

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 179.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$651.88	Amount Financed The amount of credit provided to me or on my behalf. \$970.56	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,622.44
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$231.78	12/27/2017
1	\$231.78	01/26/2018
1	\$231.78	02/25/2018
1	\$231.78	03/27/2018
1	\$231.78	04/26/2018
1	\$231.78	05/26/2018
1	\$231.76	06/25/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$970.56

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$970.56

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$970.56 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 179.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " Disputes " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause.</p> <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	<p>For Disputes subject to this Clause, I give up my right to:</p> <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<ol style="list-style-type: none"> 2. Have a court, other than a small claims court, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Marlon [REDACTED]

DocuSigned by:
[Signature]
D8A9C42D56D9499...

Borrower Signature

11/27/2017

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
[Signature]
4BB1441856394F9...
By: _____
Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Marlon [REDACTED]	Date of Loan:	11/27/17
Co-Borrower Name:		Loan Number:	

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>1800</u> = _____	\$ <u>1800</u>

VERIFICATION

Acceptable income documentation was collected	PF	
Gross monthly income has been accurately calculated	PF	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	PF	

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature) [Signature] (Date) 11-27-2017

Income and Expense Worksheet				
Applicant Name:		Marlon [REDACTED]		
Co-Applicant Name:		N/A		
Requested Loan Amount		\$971.00		
Payment (For Requested Amount)		\$257.68		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Uber	\$1,800.00	Monthly	\$1,800.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$1,800.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$450.00		\$450.00
2	Utilities	\$120.00		\$120.00
3	Insurance	\$350.00		\$350.00
4	Other Expenses (loans, food, etc.)	\$560.00		\$560.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,480.00
Net Monthly Income				\$320.00

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You, state(s) as follows:

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




Applicant Signature

Date: 11-27-2017

Co-Applicant Signature

Date: _____

Income Attestation Statement

I, Marlon [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

[Signature]
Signature

11-27-2017
Date

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Malou</u>	Date of Loan: <u>12/29/17</u>
Co-Borrower Name: _____	Loan Number: <u>18591881</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.
Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Provide ONE of the following:		
1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank statement with benefit deposit (dated within previous 40 days)		
3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)		

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>1800</u> = _____	\$ <u>1800</u>

VERIFICATION	
Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written statement as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Applicant Name:		Marlon [REDACTED]	
Co-Applicant Name:		N/A	
Requested Loan Amount		\$971.00	
Payment (For Requested Amount)		\$257.68	
Income			
	Income Type/Source	Amount	Pay Frequency
1	Uber	\$1,800.00	Monthly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
Gross Monthly Income TOTAL:			\$1,800.00
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$450.00	\$450.00
2	Utilities	\$120.00	\$120.00
3	Insurance	\$350.00	\$350.00
4	Other Expenses (loans, food, etc.)	\$560.00	\$560.00
5	Additional Title loans	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,480.00
Net Monthly Income			\$320.00

You, state(s) as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and
2. You have the ability to repay [REDACTED] n.

Applicant Signature

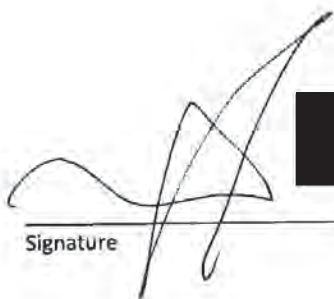
Co-Applicant Signature

Date:

Date:

Income Attestation Statement

I, MARLOW [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

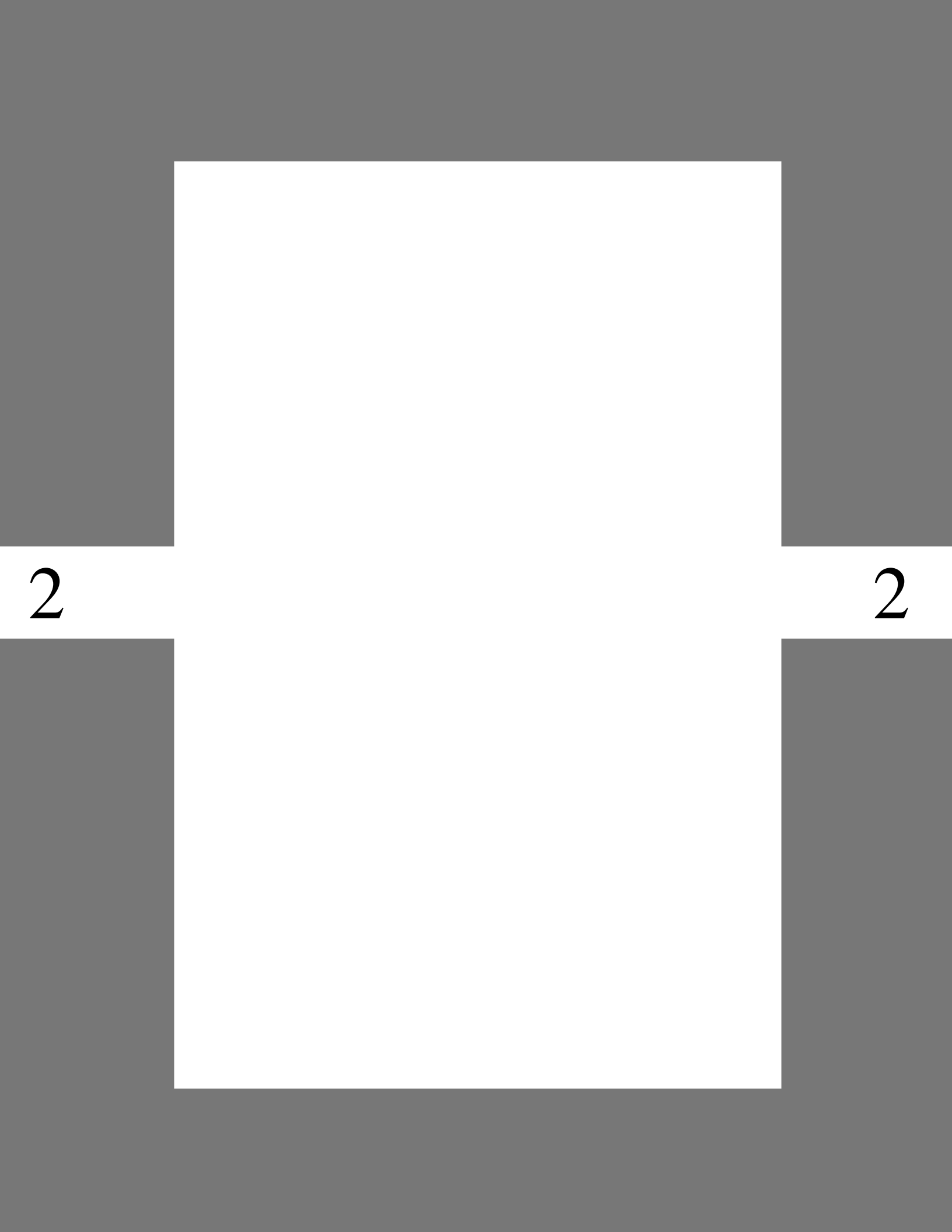
 [REDACTED]

Signature

12-29-2017
Date

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Contact Information	1/22/2018
Company: Titlemax - Stores (314391 internet)	Telephone: 404-542-6618
Contact: Laura Farris	Fax:
E-Mail: laura.farris@titlemax.biz	

Notes

Vehicle Info For 2011 Ford Fusion SE 4D Sedan		
MSRP: \$21,515	VIN: [REDACTED] 9663	Adj. State: National
Fin Adv: \$6,000	UVC: 2011300901	Mileage: 0
Equip Ret: \$23,585	MPG: 22/32	Mileage Cat: B
Tire Size: 225/50R17	Weight: 3285	Cylinders: 4
Base HP: 175 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 19.6	Wheelbase: 107.4	Drive Train: FWD
Model Number: P0H	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 1/22/2018				
	X-CL	Clean	Average	Rough
Base	\$6,500	\$5,600	\$4,100	\$2,050
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$6,500	\$5,600	\$4,100	\$2,050
History Adjustments	Get VIN specific precision! Call 1-800-554-1026 for History Adjusted Valuations			
<small>*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.</small>				

Retail Black Book values as of 1/22/2018				
	X-CL	Clean	Average	Rough
Base	\$9,850	\$8,725	\$6,825	\$4,450
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0

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	X-CL	Clean	Average	Rough
Adjusted	\$9,850	\$8,725	\$6,825	\$4,450

History Adjustments

Get VIN specific precision!
Call 1-800-554-1026
for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Black Book Add/Deducts

Aluminum Wheels +100
Power Moonroof +350
V6 +350
w/o Auto Trans -850

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Kay [REDACTED]	Date of Loan:	01/20/2018
Co-Borrower Name:		Loan Number:	11769-1515-18568827

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub OR bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement OR copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ 1439.51 x 26 = \$ 37,427.26 / 12 = _____	\$ 3,118.93
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>	
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

Kay [REDACTED]
(Borrower Signature)

1/20/18
(Date)

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Kay [REDACTED]	Date of Loan:	01/20/2018
Co-Borrower Name:		Loan Number:	11749-1315-1858327

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ 1381.00 = _____	\$ 1381.00

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>	
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

Kay [REDACTED]
(Borrower Signature)

1/20/18
(Date)

Income and Expense Worksheet				
Applicant Name:		Key [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$2,521.00		
Payment (For Requested Amount)		\$608.77		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	pay	\$1,439.51	Bi-Weekly	\$3,118.94
2	ssi	\$1,381.00	Monthly	\$1,381.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$4,499.94
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$800.00		\$800.00
2	Utilities	\$0.00		\$0.00
3	Insurance	\$110.00		\$110.00
4	Other Expenses (loans, food, etc.)	\$500.00		\$500.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,410.00
Net Monthly Income				\$3,089.94

You, state(s) as follows:

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

Key [REDACTED]
Applicant Signature

Date: 1/20/18

Co-Applicant Signature

Date:

Income Attestation Statement

I, Kay [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000041

Kay [REDACTED]
Signature

1/20/18
Date

000041

BENEFICIARY'S NAME: KAY [REDACTED]

Your Social Security benefits will increase by 2.0% in 2018 because of a rise in the cost of living. You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans or for other business. Keep this letter with your important financial records.

How Much Will I Get And When?

- Your monthly amount (before deductions) is \$1,381.00
- The amount we deduct for Medicare medical insurance is \$134.00
(If you did not have Medicare as of November 17, 2017,
or if someone else pays your premium, we show \$0.00.)
- The amount we deduct for your Medicare prescription drug plan is \$0.00
(We will notify you if the amount changes in 2018. If you did not elect
withholding as of November 1, 2017, we show \$0.00.)
- The amount we deduct for voluntary Federal tax withholding is \$0.00
(If you did not elect voluntary tax withholding as of
November 17, 2017, we show \$0.00.)
- After we take any other deductions, you will receive \$1,247.00
on or about January 24, 2018.

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. We would be happy to review the amounts.

If you receive a paper check and want to switch to an electronic payment, please visit the Department of the Treasury's Go Direct website at www.godirect.org online.

What If I Have Questions?

- Visit our website at www.socialsecurity.gov.
- Call us toll-free at 1-800-772-1213 (TTY 1-800-325-0778).
- Contact your nearest Social Security office.

10416 S EASTERN AVENUE
HENDERSON NV 89052

Help For Seniors

Call the Eldercare Locator service of the U.S. Administration on Aging at 1-800-677-1116 or visit www.eldercare.gov to learn about a wide variety of services that may be helpful to you.

000042

KAY [REDACTED]		Emp No	[REDACTED]	Pay Rate	16.25	Check No	101811
[REDACTED]		Location	88	FIT	S 1	Check Date	1/12/2018
SSN: XXX-XX-4060		Facility	88	Addl FIT amt	0.00	Period Start	12/25/2017
		Department	400	SIT res	S 1	Period End	1/7/2018
		Entity	BSN	Addl SIT Res amt	0.00	Pay Group	BWNV
		AR #	BUR1008	SIT Work	S 1	Job	GSAGT
				Addl SIT Work amt	0.00		

EARNINGS								TAXES			
Pay Type	Start	End	Units	U Rate	Hours	Hr Rate	Current	YTD	Tax Code	Current	YTD
Regular					59.60	16.25	968.50	968.50	Employee Medicare	20.48	20.48
Overtime					5.99	24.36	145.01	145.01	Social Security Empl	87.56	87.56
Additional Comp							326.00	326.00			
Total					0.00		1439.51	1439.51	Total	108.04	108.04

EMPLOYEE ACCRUALS		DEDUCTIONS		EMPLOYER AMOUNTS		NET PAY DISTRIBUTION		
Description	Current	YTD	Current	YTD	Type	Acct Number	Amount	
Dental PPO Pre	24.00	24.00	1.44	1.44				
Disability Plan	16.20	16.20						
Life Insurance	13.53	13.53						
Vision PPO Pre	3.21	3.21						

	GROSS	TAXES	DEDS	NET PAY
CURRENT	1439.51	108.04	56.94	1274.53
YTD	1439.51	108.04	56.94	1274.53

1274.53 Total Net Pay
1274.53 Check Amount

REMOVE DOCUMENT ALONG WITH PAY STUB

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Contact Information

1/31/2018

Company: Titlemax - Stores (314391 Internet)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2011 Ford Fusion SE 4D Sedan

MSRP: \$21,515	VIN: [REDACTED] 9663	Adj. State: National
Fin Adv: \$6,100	UVC: 2011300901	Mileage: 0
Equip Ret: \$23,585	MPG: 22/32	Mileage Cat: B
Tire Size: 225/50R17	Weight: 3285	Cylinders: 4
Base HP: 175 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 19.6	Wheelbase: 107.4	Drive Train: FWD
Model Number: POH	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 1/31/2018

	X-CL	Clean	Average	Rough
Base	\$6,600	\$5,700	\$4,200	\$2,150
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$6,600	\$5,700	\$4,200	\$2,150

History Adjustments

Get VIN specific precision!
Call 1-800-554-1026
for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Retail Black Book values as of 1/31/2018

	X-CL	Clean	Average	Rough
Base	\$9,950	\$8,825	\$6,950	\$4,575
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0

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	X-CL	Clean	Average	Rough
Adjusted	\$9,950	\$8,825	\$6,950	\$4,575

History Adjustments

Get VIN specific precision!
Call 1-800-554-1026
for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Black Book Add/Deducts

Aluminum Wheels +100
Power Moonroof +350
V6 +350
w/o Auto Trans -850

000045

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	KAY [REDACTED]	Date of Loan:	11/31/18
Co-Borrower Name:		Loan Number:	11769-1344-18747742

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and income Attestation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ <u>3</u>
Bi-Weekly: \$ <u>1439.51</u> x 26 = \$ <u>37427.26</u> / 12 =	\$ <u>3118.93</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

Kay [REDACTED]
(Borrower Signature)

11/31/18
(Date)

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	KAY [REDACTED]	Date of Loan:	11/31/18
Co-Borrower Name:		Loan Number:	11709-1349-18147742

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paystub OR bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement OR copy of benefit check (dated within previous 40 days)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 =	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ 1381.00 =	\$ 1381.-

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

KAY [REDACTED]
(Borrower Signature)

1/31/18
(Date)

Income Attestation Statement

I, Kay [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

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Kay [REDACTED]
Signature

1/31/18
Date

000048

Income and Expense Worksheet				
Applicant Name:		Kay [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$3,121.00		
Payment (For Requested Amount)		\$752.94		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$1,381.00	Monthly	\$1,381.00
2		\$1,439.51	Bi-Weekly	\$3,118.94
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$4,499.94
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$800.00		\$800.00
2	Utilities	\$0.00		\$0.00
3	Insurance	\$110.00		\$110.00
4	Other Expenses (loans, food, etc.)	\$500.00		\$500.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,410.00
Net Monthly Income				\$3,089.94

You, state(s) as follows:

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

Kay [REDACTED]
Applicant Signature

Date: 1/31/18

Co-Applicant Signature

Date: _____

BENEFICIARY'S NAME: KAY [REDACTED]

Your Social Security benefits will increase by 2.0% in 2018 because of a rise in the cost of living. You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans or for other business. Keep this letter with your important financial records.

How Much Will I Get And When?

- Your monthly amount (before deductions) is \$1,381.00
- The amount we deduct for Medicare medical insurance is \$134.00
(If you did not have Medicare as of November 17, 2017, or if someone else pays your premium, we show \$0.00.)
- The amount we deduct for your Medicare prescription drug plan is \$0.00
(We will notify you if the amount changes in 2018. If you did not elect withholding as of November 1, 2017, we show \$0.00.)
- The amount we deduct for voluntary Federal tax withholding is \$0.00
(If you did not elect voluntary tax withholding as of November 17, 2017, we show \$0.00.)
- After we take any other deductions, you will receive \$1,247.00
on or about January 24, 2018.

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. We would be happy to review the amounts.

If you receive a paper check and want to switch to an electronic payment, please visit the Department of the Treasury's Go Direct website at www.godirect.org online.

What If I Have Questions?

- Visit our website at www.socialsecurity.gov.
Call us toll-free at 1-800-772-1213 (TTY 1-800-325-0778).
- Contact your nearest Social Security office.

10416 S EASTERN AVENUE
HENDERSON NV 89052

Help For Seniors

Call the Eldercare Locator service of the U.S. Administration on Aging at 1-800-677-1116 or visit www.eldercare.gov to learn about a wide variety of services that may be helpful to you.

000050

KAY		Emp No	88	Pay Rate	18.25	Check No	101811
[REDACTED]		Location	88	FIT	S 1	Check Date	1/12/2018
SSN: XXX-XX-4060		Facility	400	Addl FIT amt	0.00	Period Start	12/25/2017
		Department	BSN	SIT res	S 1	Period End	1/7/2018
		Entity	BSN	Addl SIT Res amt	0.00	Pay Group	BWNV
		AR #	BUR1008	SIT Work	S 1	Job	GSAGT
				Addl SIT Work amt	0.00		

EARNINGS								TAXES			
Pay Type	Start	End	Units	U Rate	Hours	Pr Rate	Current	YTD	Tax Code	Current	YTD
Regular					20.60	19.25	968.50	968.50	Employee Medical	20.48	20.48
Overtime					8.99	24.30	146.01	146.01	Social Security Empl	87.58	87.58
Addl Resal Comp							325.00	325.00			
Total							1439.51	1439.51		108.04	108.04

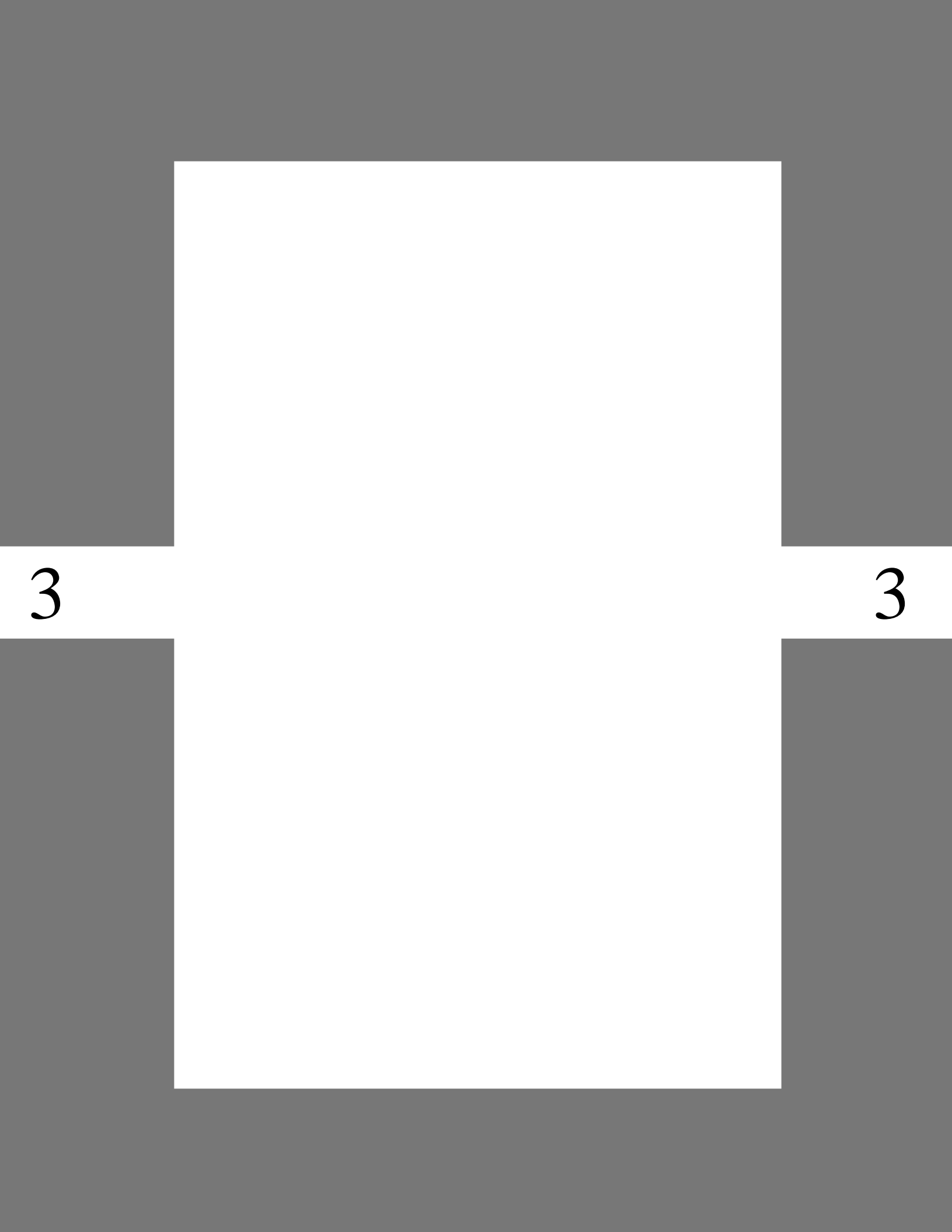
EMPLOYEE ACCRUALS		DEDUCTIONS		EMPLOYER AMOUNTS		NET PAY DISTRIBUTION	
Amount	Description	Current	YTD	Current	YTD	Type	Acct Number
	Dental PPO Pre	24.00	24.00				
	Disability Plan	16.20	16.20	1.44	1.44		
	LIFE Insurance	15.33	15.33				
	Vision PPO Pre	3.21	3.21				

CURRENT	GROSS	TAXES	DEDS	NET PAY
	1439.51	108.04	56.94	1274.53
TD	1439.51	108.04	56.94	1274.53

▼ REMOVE DOCUMENT ALONG WITH PERIODATION ▼

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000051



3

3

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Frederick [REDACTED]	Date of Loan:	1/3/18
Co-Borrower Name:		Loan Number:	10869-1297-18743245

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ <u>1060.00</u> x 26 = \$ <u>27,560</u> / 12 =	\$ <u>2,296.66</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

000000

Deposit Slip Details

Item 1 of 1 | [Show partial image](#)

473



CRITERION GROUP
3355 N. JORDY AVENUE RD. STE 100
LAS VEGAS, NV 89129
(702) 366-1800

76-883/914

1/11/2018

PAY TO THE ORDER OF Fredrik \$ 11,050.00

One Thousand Sixty and 00/100 DOLLAR

Fredrik



Reta Lopez
AUTHORIZED SIGNATURE

MEMO

Previous



Flip



Zoom

Next >

000053

0000

Income and Expense Worksheet			
Applicant Name:		FREDRIK [REDACTED]	
Co-Applicant Name:			
Requested Loan Amount		\$3,542.00	
Payment (For Requested Amount)		\$854.10	
Income			
	Income Type/Source	Amount	Pay Frequency
1	CRITERION GROUP	\$1,060.00	Bi-Weekly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
Gross Monthly Income TOTAL:			\$2,296.67
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$825.00	\$825.00
2	Utilities	\$70.00	\$70.00
3	Insurance	\$250.00	\$250.00
4	Other Expenses (loans, food, etc.)	\$150.00	\$150.00
5	Additional Title loans	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,295.00
Net Monthly Income			\$1,001.67

You, state(s) as follows:

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



Applicant Signature

Date:

1/31/2018

Co-Applicant Signature

Date:

Income Attestation Statement

I, Frederik [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Frederik [REDACTED]
Signature

1/31/18
Date

000055

000055

Contact Information	11/10/2017
Company: Titlemax - Stores (314391 Internet)	Telephone: 702-387-9600
Contact: ERIC GRIGSBY	Fax: 855-380-3750
E-Mail: tm-lasvegas-nv9@titlemax.com	

Notes

Vehicle Info For 2017 Nissan Versa S 4D Sedan		
MSRP: \$13,680	VIN: [REDACTED] 3767	Adj. State: National
Fin Adv: \$10,500	UVC: 2017640300	Mileage: 0
Equip Ret: \$14,890	MPG: 26/35	Mileage Cat: A
Tire Size: T85/65R15	Weight: 2421	Cylinders: 4
Base HP: 109 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 15.1	Wheelbase: 102.4	Drive Train: FWD
Model Number: 11157	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 11/10/2017				
	X-CL	Clean	Average	Rough
Base	\$10,850	\$10,050	\$9,150	\$8,000
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$10,850	\$10,050	\$9,150	\$8,000

Trade In Black Book values as of 11/10/2017				
	X-CL	Clean	Average	Rough
Base	N/A	\$10,305	\$9,435	\$7,600
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$10,305	\$9,435	\$7,600

Retail Black Book values as of 11/10/2017				
	X-CL	Clean	Average	Rough
Base	\$14,800	\$13,750	\$12,450	\$11,050
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Fredrik [REDACTED]</u>	Date of Loan: <u>11/9/17</u>
Co-Borrower Name:	Loan Number: <u>10869-1013-1704844</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1470</u> x 26 = \$ <u>38220</u> / 12 = _____	\$ <u>3185</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Income Attestation Statement

I, FREDRIK [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Fredrik [REDACTED]
Signature

11/9/2017
Date

Income and Expense Worksheet				
Applicant Name:		Fredrik [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$1,021.00		
Payment (For Requested Amount)		\$263.23		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Criterion Group	\$1,470.00	Bi-Weekly	\$3,185.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$3,185.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$825.00		\$825.00
2	Utilities	\$70.00		\$70.00
3	Insurance	\$250.00		\$250.00
4	Other Expenses (loans, food, etc.)	\$150.00		\$150.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,295.00
Net Monthly Income				\$1,890.00

You, state(s) as follows:

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

 [REDACTED]
Applicant Signature

Date: 11/9/2017

Co-Applicant Signature

Date: _____

WELLS FARGO

Check Details

Item #	Bank	Account #	Check #	Amount
1	FIRST SAVINGS BANK	...0402	4688	\$1,470.00

CRITERION GROUP
3258 N. FORTY APACHE RD., STE 150
LAS VEGAS, NV 89138
(702) 385-1886

WELLS FARGO
78-883/814

11/2/2017

PAY TO THE ORDER OF **Fredrik [REDACTED]** \$ 1,470.00

One Thousand Four Hundred Seventy and 00/100 DOLLARS

Fredrik [REDACTED]

MEMO


Security Features:

- **Watermark:** Look for the watermark in the center of the check. It will be visible when held up to the light.
- **Microprint:** Look for the microprint around the perimeter of the check. It will be visible when held up to the light.
- **Color Shift:** Look for the color shift in the center of the check. It will be visible when held up to the light.
- **Security Thread:** Look for the security thread in the center of the check. It will be visible when held up to the light.
- **Security Features:** Look for the security features in the center of the check. It will be visible when held up to the light.

The security features listed below are not visible in this image. To view the security features, please call us at 1-800-TO-WELLS (1-800-869-3557), 24 hours, 7 days a week.

*Note

The account number, signature, and endorsement are removed from the image(s) for security reasons. To obtain a full copy of the image, please call us at 1-800-TO-WELLS (1-800-869-3557), 24 hours, 7 days a week.

 Equal Housing Lender

<https://connect.secure.wellsfargo.com/accounts/start?SAMLart=AAQB4uoEQCR14WDgSxaU4QNGCHpGcoS18EnBcpAJ2Y6UibfvmxBEjqqy%2FZs%3D#state=m...> 1/1

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 6820 W. FLAMINGO RD SUITE F & G LAS VEGAS, NV 89103		Loan Date: 11/09/2017 Loan Number: 10869-1073-17698946 Lender Customer Service: 1-800-804-5368	
Borrower: Fredrik [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2017	Motor Vehicle Make: Nissan	Motor Vehicle Model: Versa	Motor Vehicle ID #: [REDACTED] 3767

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 179.87%	FINANCE CHARGE The dollar amount the credit will cost me. \$551.38	Amount Financed The amount of credit provided to me or on my behalf. \$821.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,372.38
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$ 196.07	12/09/2017
1	\$ 196.07	01/08/2018
1	\$ 196.07	02/07/2018
1	\$ 196.07	03/09/2018
1	\$ 196.07	04/08/2018
1	\$ 196.07	05/08/2018
1	\$ 195.96	06/07/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$21.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$800.00
Plus: Amount paid on my account(s) with Lender	\$0.00

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$821.00

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$821.00 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 179.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<ol style="list-style-type: none"> 2. Have a court, other than a small claims court, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Fredrik [REDACTED]

DocuSigned by:



E300F3CCA6A8476...

Borrower Signature

11/9/2017

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:



By: _____

D1FC03242A554AD...

Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 6820 W. FLAMINGO RD SUITE F & G LAS VEGAS, NV 89103		Loan Date: 12/01/2017 Loan Number: 10869-1134-17867174 Lender Customer Service: 1-800-804-5368	
Borrower: Fredrik [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2017	Motor Vehicle Make: Nissan	Motor Vehicle Model: Versa	Motor Vehicle ID #: [REDACTED] 3767

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 155.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,412.38	Amount Financed The amount of credit provided to me or on my behalf. \$2,462.61	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$3,874.99
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$553.57	12/31/2017
1	\$553.57	01/30/2018
1	\$553.57	03/01/2018
1	\$553.57	03/31/2018
1	\$553.57	04/30/2018
1	\$553.57	05/30/2018
1	\$553.57	06/29/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$1,800.00
Plus: Amount paid on my account(s) with Lender	\$662.61

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$2,462.61

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$2,462.61 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 155.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Fredrik [REDACTED]

DocuSigned by:



E300F3CCA6A8476...

Borrower Signature

12/1/2017

Date

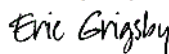
By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:



By: _____

D1FC03242A554AD...

Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

000075

Borrower Name: <u>Frederick</u>	Date of Loan: <u>12/1/17</u>
Co-Borrower Name: <u>[REDACTED]</u>	Loan Number: <u>10869-1184-17867174</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Provide ONE of the following:		
1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1170</u> x 26 = \$ <u>30420</u> / 12 = _____	\$ <u>3185</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Income and Expense Worksheet				
Applicant Name:		Fredrik [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$2,462.61		
Payment (For Requested Amount)		\$612.59		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Criterion Group	\$1,470.00	Bi-Weekly	\$3,185.00
2				\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$3,185.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$825.00		\$825.00
2	Utilities	\$70.00		\$70.00
3	Insurance	\$250.00		\$250.00
4	Other Expenses (loans, food, etc.)	\$150.00		\$150.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,295.00
Net Monthly Income				\$1,890.00

You, state(s) as follows:

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

 [REDACTED]
Applicant Signature

Date: 12/1/2017

Co-Applicant Signature

Date:

Income Attestation Statement

I, FREDRIK [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000077

Fredrik [REDACTED]
Signature

12/1/2017
Date

000077

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

000078

Borrower Name:	Fredrick [REDACTED]	Date of Loan:	12/28/17
Co-Borrower Name:		Loan Number:	1586901211-18331493

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)		

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1470</u> x 26 = \$ <u>3820</u> / 12 = _____	\$ <u>3185</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected		
Gross monthly income has been accurately calculated		
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst		

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit this written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

Fredrick [REDACTED]
(Borrower Signature)

12/28/2017
(Date)

000078

Income Attestation Statement

I, Fredrick [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000079

Fredrick [REDACTED]
Signature

12/28/2017
Date

000079

Income and Expense Worksheet				
Applicant Name:		Fredrik [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$3,000.00		
Payment (For Requested Amount)		\$723.86		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Criterion Group	\$1,470.00	Bi-Weekly	\$3,185.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$3,185.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$825.00		\$825.00
2	Utilities	\$70.00		\$70.00
3	Insurance	\$250.00		\$250.00
4	Other Expenses (loans, food, etc.)	\$150.00		\$150.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,295.00
Net Monthly Income				\$1,890.00

You, state(s) as follows:

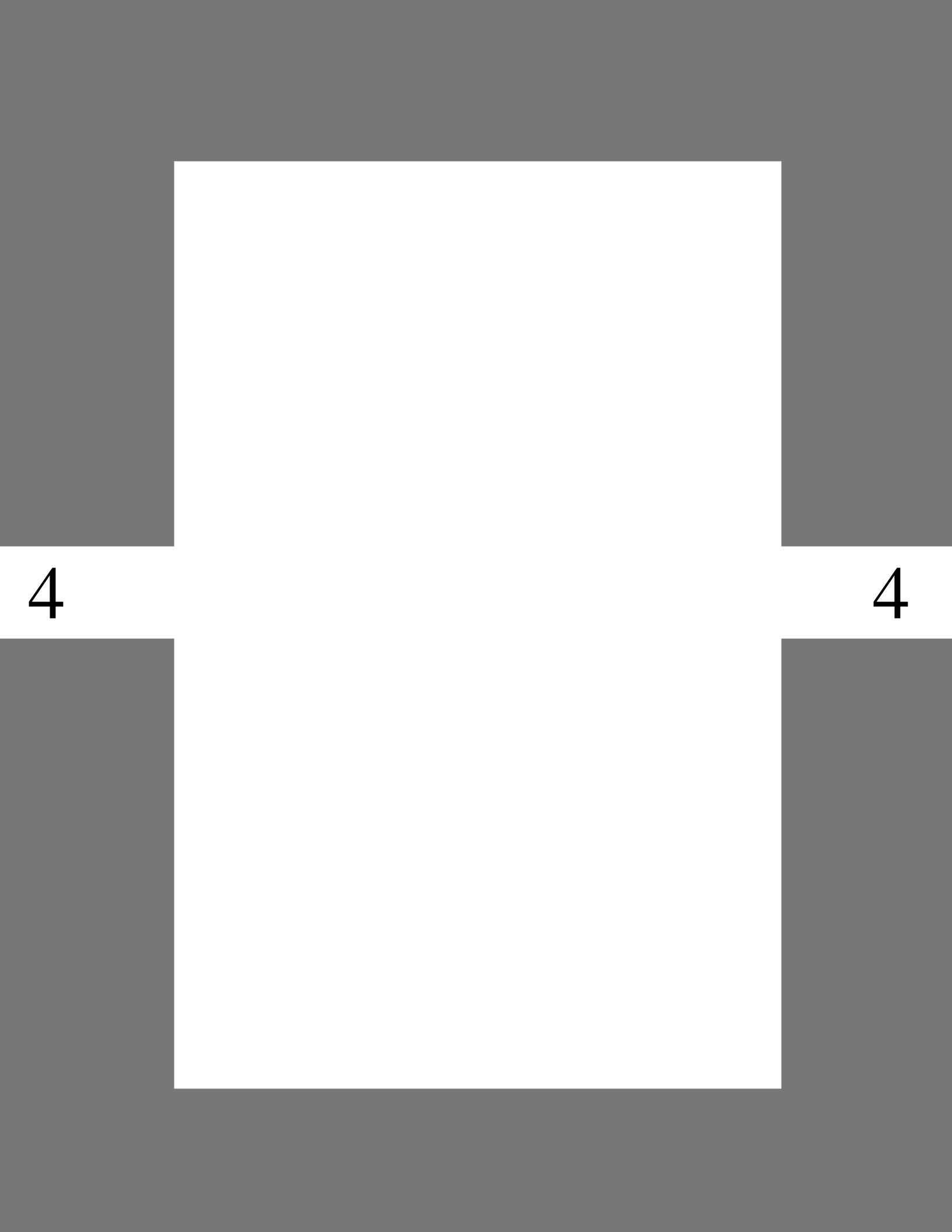
1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and
2. You have the ability to repay the loan.

 [REDACTED]
Applicant Signature

Date: 12/28/2017

Co-Applicant Signature

Date:



4

4

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Sally [REDACTED]	Date of Loan:	2.13.2018
Co-Borrower Name:		Loan Number:	1406-18835945

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ONE of the following:		
1. Benefit Letter (dated within previous 12 months)		
2. Bank statement with benefit deposit (dated within previous 40 days)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)		

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 =	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ <u>5123.67</u> =	\$ <u>5123.67</u>

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>	MR
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	MR
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	MR

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Income and Expense Worksheet				
Applicant Name:		Sally [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$9,999.97		
Payment (For Requested Amount)		\$2,263.40		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$1,350.00	Monthly	\$1,350.00
2		\$3,139.67		\$3,139.67
3		\$634.00		\$634.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$5,123.67
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$0.00		\$0.00
2	Utilities	\$500.00		\$500.00
3	Insurance	\$300.00		\$300.00
4	Other Expenses (loans, food, etc.)	\$700.00		\$700.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,500.00
Net Monthly Income				\$3,623.67

You, state(s) as follows:

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

Sally [REDACTED]
Applicant Signature

Date: 2-13-18

Co-Applicant Signature

Date: _____

Income Attestation Statement

I, Sally [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Sally [REDACTED]
Signature

2-13-18
Date



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3761 TRN

X ST01

Account Number 000084
1360
Statement Period:
Aug 16, 2017
through
Sep 18, 2017
Page 1 of 6



000004274 01 SP 106481217022077 P

SALLY

To Contact U.S. Bank
By Phone: 1-800-US BANKS
(1-800-872-2657)
U.S. Bank accepts Relay Calls
Internet: usbank.com

INFORMATION YOU SHOULD KNOW

Effective November 13, 2017, "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure include a number of updates and may affect your rights. As of Nov. 13, you may pick up copies at your local branch, view copies at usbank.com, or call 1-800-USBANKS (1-800-872-2657) for copies. Please see the Additional Information Section of this statement for the main updates that were made to "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure.

SUMMARY OF YOUR U.S. BANK RELATIONSHIP

This section reflects the total balances for all accounts on this statement.

	Account Number	Balance	Page
Deposit Accounts			
Easy Checking	1360	\$ 58.87	
Standard Savings	392*	\$ 8.00	
Total Deposit Balances		\$ 66.87	

* Information included in this statement may not represent all available information about this account. Additional information, if applicable, will be available under separate cover.

EASY CHECKING

U.S. Bank National Association

Account Summary

Beginning Balance on Aug 16	\$ 117.19	Number of Days in Statement Period	34
Deposits / Credits	5,719.30	Average Account Balance	\$ 360.02
Card Withdrawals	3,112.01 -	Customer Segment	Senior
Other Withdrawals	1,507.12 -		
Checks Paid	1,158.49 -		

Ending Balance on Sep 18, 2017 \$ 58.87

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Aug 18	Electronic Deposit		\$ 67.16
	REF=172290048622220N00	From Young Living COMMISSION9841368757	1,350.00
Aug 23	Federal Benefit Deposit	From SSA TREAS 310	40.00
	REF=172300112228690N00	XXSOC SEC 9031036360 6199A S	3,078.11
Aug 30	Mobile Banking Transfer	From Account 253760265392	52.93
Sep 1	Federal Benefit Deposit	From VACP TREAS 310	100.00
	REF=172400091516000N00	XXVA BENEF9111036002 61990036	100.00
Sep 6	Electronic Deposit	From 36 TREAS 310	100.00
	REF=172490062610570N00	MISC PAY9101036151	100.00
Sep 7	ATM Deposit	US BANK FALLON FALLON NV	100.00
		Serial No. 009697070724SUS4P385	100.00
Sep 8	Electronic Deposit	From SCHWAB BROKERAGE	100.00
	REF=172500135098430N00	MONEYLINK 9005586224	45.00
Sep 8	Mobile Banking Transfer	From Account 253760265392	
Sep 11	ATM Deposit	FALLON DRIVE-UP FALLON NV	
		Serial No. 006111071214SBR4T381	

000084

Statement Period:
Aug 16, 2017
through
Sep 18, 2017

Page 2 of 6

(CONTINUED)

Account Number 1360

EASY CHECKING

U.S. Bank National Association

Deposits / Credits (continued)

Date	Description of Transaction	Ref Number	Amount
Sep 12	Electronic Deposit REF=172540108140000N00	From 36 TREAS 310 MISC PAY9101036151	52.10
Sep 12	Electronic Deposit REF=172540109285000N00	From TD AMERITRADE ACH OUT 5470533629	100.00
Sep 13	Federal Benefit Deposit REF=172510078299510N00	From SSA TREAS 310 XXSOC SEC 9031036030 4316A S	634.00
Total Deposits / Credits			\$ 5,719.30

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-0956

Date	Description of Transaction	Ref Number	Amount
Aug 16	ATM Withdrawal		60.00-
Aug 17	Debit Purchase 428988	FALLON DRIVE-UP FALLON NV Serial No. 002809110338SBR4T381	21.29-
Aug 18	Debit Purchase 705171	WM SUPERC Wal-Ma FALLON NV On 081717 MAESTERM REF 428988	12.53-
Aug 21	Debit Purchase 259911	WALGREENS STORE FALLON NV On 081817 ILNKILNK REF 723018705171	7.89-
Aug 23	Debit Purchase 426307	Wal-Mart Super C FALLON NV On 081917 MAESTERM REF 259911	48.96-
Aug 23	Debit Purchase 472990	WESTERN BIG R- F FALLON NV On 082317 ILK1TERM REF 723516426307	113.41-
Aug 24	Debit Purchase - VISA YOUNGLIVING ESSN	Wal-Mart Super C FALLON NV On 082317 MAESTERM REF 472990	7.52-
Aug 24	ATM Withdrawal	On 082317 800-371-3515 UT REF # 24692167235100296246445	20.00-
Aug 25	Debit Purchase 816537	FALLON DRIVE-UP FALLON NV Serial No. 003769074616SBR4T381	20.00-
Aug 25	Debit Purchase - VISA MAVERIK #416	CHEVRON/JACKSONS FALLON NV On 082517 ILNKILNK REF 723710816537	20.01-
Aug 25	Debit Purchase 333689	On 082417 FALLON NV REF # 24427337236720002376416	56.96-
Aug 28	Debit Purchase - VISA GOOGLE *Viber Cr	Wal-Mart Super C FALLON NV On 082517 MAESTERM REF 333689	1.99-
Aug 28	Debit Purchase - VISA Amazon Services-	On 082617 g.co/help pay CA REF # 24692167238100836305419	6.00-
Aug 28	Debit Purchase 861604	On 082617 866-321-8851 WA REF # 24692167238100868440340	9.35-
Aug 28	Debit Purchase - VISA SXM*SIRIUSXM.COM	WALGREENS STORE FALLON NV On 082617 ILNKILNK REF 723818861604	39.84-
Aug 28	Debit Purchase 703872	On 082517 888-635-5144 NY REF # 24692167237100194722 US1	43.49-
Aug 29	Debit Purchase 685711	Wal-Mart Super C FALLON NV On 082717 MAESTERM REF 703872	17.13-
Aug 29	ATM Withdrawal	SAFEWAY FALLON NV On 082917 ILNKILNK REF 724106685711	40.00-
Aug 30	Debit Purchase - VISA AmazonPrime Memb	FALLON DRIVE-UP FALLON NV Serial No. 004465105629SBR4T381	10.99-
Aug 30	Debit Purchase 182340	On 082917 amzn.com/prm WA REF # 24692167241100789687 US1	14.99-
Aug 30	Debit Purchase - VISA MAVERIK #416	WESTERN BIG R- F FALLON NV On 083017 ILK1TERM REF 724215182340	15.30-
Aug 30	ATM Withdrawal	On 082917 FALLON NV REF # 24427337241720002221938	60.00
		FALLON DRIVE-UP FALLON NV Serial No. 004559084553SBR4T381	

14269-2161-

10/2/2017 15278469

Contact Information

Company: Titlemax - Stores (314391 Internet)
 Contact: Henry Hasbun
 E-Mail: Tm-reno-nv2@titlemax.com

Telephone: 775-329-2516
 Fax: 775-329-2531

Notes

Vehicle Info For 2006 Chevrolet Silverado 3500 LT Crew Cab 4WD

MSRP: \$33,400	VIN: [REDACTED] 8109	Adj. State: National
Fin Adv: \$20,200	UVC: 2006160794	Mileage: 0
Equip Ret: \$38,035	MPG: —/—	Mileage Cat: F
Tire Size: 265/75R16	Weight: 11400	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: 4WD
Model Number: CK35943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 10/2/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$15,600	\$12,200	\$9,500
Options	N/A	\$4,800	\$4,800	\$4,750
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$20,400	\$17,000	\$14,250

Trade In Black Book values as of 10/2/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$15,800	\$12,400	\$8,975
Options	N/A	\$4,800	\$4,800	\$4,487
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$20,600	\$17,200	\$13,462

Retail Black Book values as of 10/2/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$19,400	\$15,600	\$12,575
Options	N/A	\$4,800	\$4,800	\$4,800
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$24,200	\$20,400	\$17,375

Black Book Add/Deducts

8100 V8 +350
 Cab & Chassis -500
 Chrome Package +100
 Duramax Diesel +4800
 Entertainment System +100
 Flat Dump +1800
 Flat/Stake Bed +850
 Hydrlic Hook Wrecker +2800
 Landscape Body +1275
 Leather +500
 Liftgate +400
 Power Sunroof +250
 Pwr/Htd/Lth Seats +1400
 Refrigerated Body +1900
 Rollback Wrecker +4000
 Util/Work Body +850
 Van/Box Body +1600
 w/o AT - Exc Diesel -800
 w/o Dual Rear Wheels -500

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Sally [REDACTED]	Date of Loan:	9/29/17
Co-Borrower Name:		Loan Number:	300179934

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, PAYROLL RECEIPT, or VERIFICATION OF INCOME FORM	Check 1	Check 2
Verify all documents have the Borrower's name and Employer's name.	<input type="checkbox"/>	<input type="checkbox"/>
Pay stub within the last 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount.	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant must provide:		
1. Benefit Letter OR 2. Bank statement, benefit card statement OR copy of benefit check dated within the last 40 days showing proof of benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Contract stating income and business bank statement dated within previous 30 days matching deposit of income.	<input type="checkbox"/>	<input type="checkbox"/>
Audited Financial Statement signed by a state licensed accountant verifying prior month's income.	<input type="checkbox"/>	<input type="checkbox"/>
Certified Financial Statement and business bank statement dated within previous 40 days * *Applicant(s) must sign Statement Attesting to Provided Financial Statement.	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 =	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ <u>5062.11</u> =	\$ <u>5062.11</u>

VERIFICATION

Acceptable income documentation was collected	MP	CP
Gross monthly income has been accurately calculated	MP	CP
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	MP	CP

INCOME AND EXPENSE WORKSHEET

Applicant Name:	A. Requested Loan Amount:	\$7650
Sally Ocken	B. Maximum Loan Value (MLV) based on appraisal:	\$9925
Co-Applicant Name:	C. Net Monthly Income needed to pay requested loan amount:	\$1623
	D. Net Monthly Income needed to pay MLV:	\$2106
EMPLOYEE USE ONLY		

Income	Applicant Income	Co-Applicant Income
Gross Monthly Income ("GMI") #1	\$ 5062	\$
Gross Monthly Income ("GMI") #2	\$	\$
Gross Monthly Income ("GMI") #3	\$	\$
Part 1: Add all income and total here →		\$ 5,062.00

Expense Description	Applicant Expense	Co-Applicant Expense
Rent/Mortgage	\$ 0	\$
Utilities	\$ 500	\$
Insurance	\$ 220	\$
Other Expenses (loans, food, etc.)	\$ 1400	\$
Additional Title loans	\$ 763	\$
Part 2: Add all income and total here →		\$ 2,883.00

Part 3: Net Monthly Income (Part 1 total minus Part 2 total here) →	\$ 2,179.00
<i>Monthly Loan Payment must be less than this amount</i>	

You, state(s) as follows:

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

Applicant Signature: Sally [Redacted]

Date: 9-29-17

Co-Applicant Signature: _____

Date: _____

Income Attestation Statement

I, Sally [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Sally [REDACTED]
Signature

9-29-17
Date



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3761 TRN

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Uni-Statement

Account Number:

1360

Statement Period:

Aug 16, 2017

through

Sep 18, 2017

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SALLY



To Contact U.S. Bank

By Phone:

1-800-US BANKS

(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

Effective November 13, 2017, "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure include a number of updates and may affect your rights. As of Nov. 13, you may pick up copies at your local branch, view copies at usbank.com, or call 1-800-USBANKS (1-800-872-2657) for copies. Please see the Additional Information Section of this statement for the main updates that were made to "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure.

SUMMARY OF YOUR U.S.BANK RELATIONSHIP

This section reflects the total balances for all accounts on this statement.

Deposit Accounts	Account Number	Balance	Page
Easy Checking	1360	\$ 58.87	1
Standard Savings	5392*	\$ 8.00	2
Total Deposit Balances		\$ 66.87	00

* Information included in this statement may not represent all available information about this account. Additional information, if applicable, will be available under separate cover.

EASY CHECKING

U.S. Bank National Association

Member FDIC
Account Number 1360

Account Summary

Beginning Balance on Aug 16	\$ 117.19	Number of Days in Statement Period	34
Deposits / Credits	5,719.30	Average Account Balance	\$ 360.02
Card Withdrawals	3,112.01 -	Customer Segment	Senior
Other Withdrawals	1,507.12 -		
Checks Paid	1,158.49 -		
Ending Balance on Sep 18, 2017	\$ 58.87		

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Aug 18	Electronic Deposit	From Young Living	\$ 67.16
	REF=172290048622220N00	COMMISSION9841368757	
Aug 23	Federal Benefit Deposit	From SSA TREAS 310	1,350.00
	REF=172300112228690N00	XXSOC SEC 9031036360 6199A S	
Aug 30	Mobile Banking Transfer	From Account 253760265392	40.00
Sep 1	Federal Benefit Deposit	From VACP TREAS 310	3,078.11
	REF=172400091516000N00	XXVA BENEF9111036002 61990036	
Sep 6	Electronic Deposit	From 36 TREAS 310	52.93
	REF=172490062610570N00	MISC PAY9101036151	
Sep 7	ATM Deposit	US BANK FALLON FALLON NV	100.00
		Serial No. 009697070724SUS4P385	
Sep 8	Electronic Deposit	From SCHWAB BROKERAGE	100.00
	REF=172500135098430N00	MONEYLINK 9005586224	
Sep 8	Mobile Banking Transfer	From Account 253760265392	100.00
Sep 11	ATM Deposit	FALLON DRIVE-UP FALLON NV	45.00
		Serial No. 006111071214SBR4T381	

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Statement Period:
Aug 16, 2017
through
Sep 18, 2017

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(CONTINUED)

EASY CHECKING

Account Number 1360

U.S. Bank National Association

Deposits / Credits (continued)

Date	Description of Transaction	Ref Number	Amount
Sep 12	Electronic Deposit	From 36 TREAS 310	52.10
	REF=172540108140000N00	MISC PAY9101036151	
Sep 12	Electronic Deposit	From TD AMERITRADE	100.00
	REF=172540109285000N00	ACH OUT 5470533629	
Sep 13	Federal Benefit Deposit	From SSA TREAS 310	634.00
	REF=172510078299510N00	XXSOC SEC 9031036030 4316A S	
Total Deposits / Credits			\$ 5,719.30

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-0956

Date	Description of Transaction	Ref Number	Amount
Aug 16	ATM Withdrawal	FALLON DRIVE-UP FALLON NV	60.00-
		Serial No. 002809110338SBR4T381	
Aug 17	Debit Purchase	WM SUPERC Wal-Ma FALLON NV	21.29-
	428988	On 081717 MAESTERM REF 428988	
Aug 18	Debit Purchase	WALGREENS STORE FALLON NV	12.53-
	705171	On 081817 ILNKILNK REF 723018705171	
Aug 21	Debit Purchase	Wal-Mart Super C FALLON NV	7.89-
	259911	On 081917 MAESTERM REF 259911	
Aug 23	Debit Purchase	WESTERN BIG R- F FALLON NV	48.99-
	426307	On 082317 ILK1TERM REF 723516426307	
Aug 23	Debit Purchase	Wal-Mart Super C FALLON NV	113.40-
	472990	On 082317 MAESTERM REF 472990	
Aug 24	Debit Purchase - VISA	On 082317 800-371-3515 UT	7.52-
	YOUNGLIVING ESSN	REF # 24692167235100296246445	
Aug 24	ATM Withdrawal	FALLON DRIVE-UP FALLON NV	20.00-
		Serial No. 003769074616SBR4T381	
Aug 25	Debit Purchase	CHEVRON/JACKSONS FALLON NV	20.00-
	816537	On 082517 ILNKILNK REF 723710816537	
Aug 25	Debit Purchase - VISA	On 082417 FALLON NV	20.01-
	MAVERIK #416	REF # 24427337236720002376416	
Aug 25	Debit Purchase	Wal-Mart Super C FALLON NV	56.96-
	333689	On 082517 MAESTERM REF 333689	
Aug 28	Debit Purchase - VISA	On 082617 g.co/helppay CA	1.99-
	GOOGLE *Viber Cr	REF # 24692167238100836305419	
Aug 28	Debit Purchase - VISA	On 082617 866-321-8851 WA	6.00-
	Amazon Services-	REF # 24692167238100868440340	
Aug 28	Debit Purchase	WALGREENS STORE FALLON NV	9.35-
	861604	On 082617 ILNKILNK REF 723818861604	
Aug 28	Debit Purchase - VISA	On 082517 888-635-5144 NY	39.84-
	SXM*SIRIUSXM.COM	REF # 24692167237100194722 US1	
Aug 28	Debit Purchase	Wal-Mart Super C FALLON NV	43.49-
	703872	On 082717 MAESTERM REF 703872	
Aug 29	Debit Purchase	SAFEWAY FALLON NV	17.13-
	685711	On 082917 ILNKILNK REF 724106685711	
Aug 29	ATM Withdrawal	FALLON DRIVE-UP FALLON NV	40.00-
		Serial No. 004465105629SBR4T381	
Aug 30	Debit Purchase - VISA	On 082917 amzn.com/prm WA	10.99-
	AmazonPrime Memb	REF # 24692167241100789687 US1	
Aug 30	Debit Purchase	WESTERN BIG R- F FALLON NV	14.99-
	182340	On 083017 ILK1TERM REF 724215182340	
Aug 30	Debit Purchase - VISA	On 082917 FALLON NV	15.30-
	MAVERIK #416	REF # 24427337241720002221938	
Aug 30	ATM Withdrawal	FALLON DRIVE-UP FALLON NV	60.00-
		Serial No. 004559084553SBR4T381	

14269-2183-

10/12/2017

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Contact Information

Company: Titlemax - Stores (314391 Internet)
 Contact: Timothy Henry
 E-Mail: timothy.henry@titlemax.biz

Telephone: 775-828-2420
 Fax:

Notes

Vehicle Info For 2006 Chevrolet Silverado 3500 LT Crew Cab 4WD

MSRP: \$33,400	VIN: [REDACTED] 8109	Adj. State: National
Fin Adv: \$20,000	UVC: 2006160794	Mileage: 0
Equip Ret: \$38,035	MPG: -/-	Mileage Cat: F
Tire Size: 265/75R16	Weight: 11400	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: 4WD
Model Number: CK35943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 10/12/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$15,400	\$12,000	\$9,300
Options	N/A	\$4,800	\$4,800	\$4,650
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$20,200	\$16,800	\$13,950

Trade In Black Book values as of 10/12/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$15,600	\$12,200	\$8,785
Options	N/A	\$4,800	\$4,800	\$4,392
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$20,400	\$17,000	\$13,177

Retail Black Book values as of 10/12/2017

10/12/2017

000093

	X-CL	Clean	Average	Rough
Base	N/A	\$19,200	\$15,375	\$12,350
Options	N/A	\$4,800	\$4,800	\$4,800
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$24,000	\$20,175	\$17,150

Black Book Add/Deducts

8100 V8 +350
 Cab & Chassis -500
 Chrome Package +100
 Duramax Diesel +4800
 Entertainment System +100
 Flat Dump +1800
 Flat/Stake Bed +850
 Hydrlic Hook Wrecker +2800
 Landscape Body +1275
 Leather +500
 Liftgate +400
 Power Sunroof +250
 Pwr/Htd/Lth Seats +1400
 Refrigerated Body +1900
 Rollback Wrecker +4000
 Util/Work Body +850
 Van/Box Body +1600
 w/o AT - Exc Diesel -800
 w/o Dual Rear Wheels -500

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Sally [REDACTED]	Date of Loan:	10/21/17
Co-Borrower Name:		Loan Number:	30018169

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, PAYROLL RECEIPT, or VERIFICATION OF INCOME FORM	Check 1	Check 2
Verify all documents have the Borrower's name and Employer's name.	<input type="checkbox"/>	<input type="checkbox"/>
Pay stub within the last 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount.	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant must provide:		
1. Benefit Letter OR 2. Bank statement, benefit card statement OR copy of benefit check dated within the last 40 days showing proof of benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Contract stating income and business bank statement dated within previous 30 days matching deposit of income.	<input type="checkbox"/>	<input type="checkbox"/>
Audited Financial Statement signed by a state licensed accountant verifying prior month's income.	<input type="checkbox"/>	<input type="checkbox"/>
Certified Financial Statement and business bank statement dated within previous 40 days * *Applicant(s) must sign Statement Attesting to Provided Financial Statement.	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 =	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ 5062.11 =	\$ 5062.11

VERIFICATION

Acceptable income documentation was collected	MR [Signature]
Gross monthly income has been accurately calculated	MR [Signature]
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	MR [Signature]

INCOME AND EXPENSE WORKSHEET

Applicant Name:	A. Requested Loan Amount:	\$ 2300
Sally Ocken	B. Maximum Loan Value (MLV) based on appraisal:	\$ 2300
Co-Applicant Name:	C. Net Monthly Income needed to pay requested loan amount:	\$ 488
	D. Net Monthly Income needed to pay MLV:	\$ 488
EMPLOYEE USE ONLY		

Income	Applicant Income	Co-Applicant Income
Gross Monthly Income ("GMI") #1	\$ 5062	\$
Gross Monthly Income ("GMI") #2	\$	\$
Gross Monthly Income ("GMI") #3	\$	\$
Part 1: Add all income and total here →		
		\$ 5,062.00

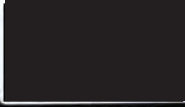
Expense Description	Applicant Expense	Co-Applicant Expense
Rent/Mortgage	\$ 0	\$
Utilities	\$ 500	\$
Insurance	\$ 220	\$
Other Expenses (loans, food, etc.)	\$ 1400	\$
Additional Title loans	\$ 1628	\$
Part 2: Add all income and total here →		
		\$ 3,748.00

Part 3: Net Monthly Income (Part 1 total minus Part 2 total here) →	\$ 1,314.00
<i>Monthly Loan Payment must be less than this amount</i>	

You, state(s) as follows:

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

Applicant Signature:

Sally 

Date: 10-12-17

Co-Applicant Signature:

Date:

Income Attestation Statement

I, SALLY [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Sally [REDACTED]
Signature

10-12-17
Date



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

3761

TRN

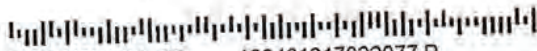
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Account Number: [REDACTED] 1360
Statement Period:
Aug 16, 2017
through
Sep 18, 2017

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SALLY [REDACTED]



To Contact U.S. Bank

By Phone:

1-800-US BANKS
(1-800-872-2657)

U.S. Bank accepts Relay Calls

Internet:

usbank.com

INFORMATION YOU SHOULD KNOW

Effective November 13, 2017, "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure include a number of updates and may affect your rights. As of Nov. 13, you may pick up copies at your local branch, view copies at usbank.com, or call 1-800-USBANKS (1-800-872-2657) for copies. Please see the Additional Information Section of this statement for the main updates that were made to "Your Deposit Account Agreement" booklet and "Consumer Pricing Information" brochure.

SUMMARY OF YOUR U.S. BANK RELATIONSHIP

This section reflects the total balances for all accounts on this statement.

	Account Number	Balance	Page
Deposit Accounts			
Easy Checking	[REDACTED] 1360	\$ 58.87	600000
Standard Savings	[REDACTED] 5392*	\$ 8.00	
Total Deposit Balances		\$ 66.87	

* Information included in this statement may not represent all available information about this account. Additional information, if applicable, will be available under separate cover.

EASY CHECKING

U.S. Bank National Association

Account Summary

Beginning Balance on Aug 16	\$ 117.19	Number of Days in Statement Period	34
Deposits / Credits	5,719.30	Average Account Balance	\$ 360.02
Card Withdrawals	3,112.01-	Customer Segment	Senior
Other Withdrawals	1,507.12-		
Checks Paid	1,158.49-		
Ending Balance on Sep 18, 2017	\$ 58.87		

Deposits / Credits

Date	Description of Transaction	Ref Number	Amount
Aug 18	Electronic Deposit		\$ 67.16
	REF=172290048622220N00	From Young Living COMMISSION9841368757	1,350.00
Aug 23	Federal Benefit Deposit		40.00
	REF=172300112228690N00	From SSA TREAS 310 XXSOC SEC 9031036360 6199A S	3,078.11
Aug 30	Mobile Banking Transfer		52.93
Sep 1	Federal Benefit Deposit		100.00
	REF=172400091516000N00	From Account 253760265392	100.00
Sep 6	Electronic Deposit		100.00
	REF=172490062610570N00	From VACP TREAS 310 XXVA BENEF9111036002 61990036	100.00
Sep 7	ATM Deposit		100.00
		From 36 TREAS 310 MISC PAY9101036151	100.00
Sep 8	Electronic Deposit		45.00
	REF=172500135098430N00	US BANK FALLON FALLON NV Serial No. 009697070724SUS4P385	
Sep 8	Mobile Banking Transfer		
		From SCHWAB BROKERAGE MONEYLINK 9005586224	
Sep 11	ATM Deposit		
		From Account 253760265392 FALLON DRIVE-UP FALLON NV Serial No. 006111071214SBR4T381	

000098



Y W OCKEN
JOX 1507
FALLON NV 89407-1507

000099
Account Number 1360

Statement Period:
Aug 16, 2017
through
Sep 18, 2017

Page 2 of 6



(CONTINUED)

Account Number 1360

EASY CHECKING

U.S. Bank National Association

Deposits / Credits (continued)

Date	Description of Transaction	Ref Number	Amount
Sep 12	Electronic Deposit REF=172540108140000N00	From 36 TREAS 310 MISC PAY9101036151	52.10
Sep 12	Electronic Deposit REF=172540109285000N00	From TD AMERITRADE ACH OUT 5470533629	100.00
Sep 13	Federal Benefit Deposit REF=172510078299510N00	From SSA TREAS 310 XXSOC SEC 9031036030 4316A S	634.00
Total Deposits / Credits			\$ 5,719.30

Card Withdrawals

Card Number: xxxx-xxxx-xxxx-0956

Date	Description of Transaction	Ref Number	Amount
Aug 16	ATM Withdrawal		\$ 60.00-
Aug 17	Debit Purchase 428988	FALLON DRIVE-UP FALLON NV Serial No. 002809110338SBR4T381	21.29-
Aug 18	Debit Purchase 705171	WM SUPERC Wal-Ma FALLON NV On 081717 MAESTERM REF 428988	12.53-
Aug 21	Debit Purchase 259911	WALGREENS STORE FALLON NV On 081817 ILNKILNK REF 723018705171	7.89-
Aug 23	Debit Purchase 426307	Wal-Mart Super C FALLON NV On 081917 MAESTERM REF 259911	48.96-
Aug 23	Debit Purchase 472990	WESTERN BIG R- F FALLON NV On 082317 ILK1TERM REF 723516426307	113.41-
Aug 24	Debit Purchase - VISA YOUNGLIVING ESSN	Wal-Mart Super C FALLON NV On 082317 MAESTERM REF 472990	7.52-
Aug 24	ATM Withdrawal	On 082317 800-371-3515 UT REF # 24692167235100296246445	20.00-
Aug 25	Debit Purchase 816537	FALLON DRIVE-UP FALLON NV Serial No. 003769074616SBR4T381	20.00-
Aug 25	Debit Purchase - VISA MAVERIK #416	CHEVRON/JACKSONS FALLON NV On 082517 ILNKILNK REF 723710816537	20.01-
Aug 25	Debit Purchase 333689	On 082417 FALLON NV REF # 24427337236720002376416	56.96-
Aug 28	Debit Purchase - VISA GOOGLE *Viber Cr	Wal-Mart Super C FALLON NV On 082517 MAESTERM REF 333689	1.99-
Aug 28	Debit Purchase - VISA Amazon Services-	On 082617 g.co/helppay CA REF # 24692167238100836305419	6.00-
Aug 28	Debit Purchase 861604	On 082617 866-321-8851 WA REF # 24692167238100868440340	9.35-
Aug 28	Debit Purchase - VISA SXM*SIRIUSXM.COM	WALGREENS STORE FALLON NV On 082617 ILNKILNK REF 723818861604	39.84-
Aug 28	Debit Purchase 703872	On 082517 888-635-5144 NY REF # 24692167237100194722 US1	43.49-
Aug 29	Debit Purchase 685711	Wal-Mart Super C FALLON NV On 082717 MAESTERM REF 703872	17.13-
Aug 29	ATM Withdrawal	SAFEWAY FALLON NV On 082917 ILNKILNK REF 724106685711	40.00-
Aug 30	Debit Purchase - VISA AmazonPrime Memb	FALLON DRIVE-UP FALLON NV Serial No. 004465105629SBR4T381	10.99-
Aug 30	Debit Purchase 182340	On 082917 amzn.com/prm WA REF # 24692167241100789687 US1	14.99-
Aug 30	Debit Purchase - VISA MAVERIK #416	WESTERN BIG R- F FALLON NV On 083017 ILK1TERM REF 724215182340	15.30-
Aug 30	ATM Withdrawal	On 082917 FALLON NV REF # 24427337241720002221938	60.00-
		FALLON DRIVE-UP FALLON NV Serial No. 004559084553SBR4T381	

000099

14269-1168-

Contact Information

12/1/2017

17870915

Company: Titlemax - Stores (314391 Internet)
 Contact: Henry Hasbun
 E-Mail: Tm-reno-nv2@titlemax.com

Telephone: 775-329-2516
 Fax: 775-329-2531

Notes

Vehicle Info For 2006 Chevrolet Silverado 3500 LT Crew Cab 4WD

MSRP: \$33,400	VIN: [REDACTED] 8109	Adj. State: National
Fin Adv: \$19,425	UVC: 2006160794	Mileage: 0
Equip Ret: \$38,035	MPG: —/—	Mileage Cat: F
Tire Size: 265/75R16	Weight: 11400	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: 4WD
Model Number: CK35943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 12/1/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$14,800	\$11,800	\$9,100
Options	N/A	\$4,800	\$4,800	\$4,550
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$19,600	\$16,600	\$13,650

Trade In Black Book values as of 12/1/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$14,980	\$11,980	\$8,595
Options	N/A	\$4,800	\$4,800	\$4,297
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$19,780	\$16,780	\$12,892

Retail Black Book values as of 12/1/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$18,575	\$15,175	\$12,125
Options	N/A	\$4,800	\$4,800	\$4,800
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$23,375	\$19,975	\$16,925

Black Book Add/Deducts

8100 V8 +350
 Cab & Chassis -500
 Chrome Package +100
 ✓ Duramax Diesel +4800
 Entertainment System +100
 Flat Dump +1800
 Flat/Stake Bed +850
 Hydrlic Hook Wrecker +2800
 Landscape Body +1275
 Leather +500
 Liftgate +400
 Power Sunroof +250
 Pwr/Htd/Lth Seats +1400
 Refrigerated Body +1900
 Rollback Wrecker +4000
 Util/Work Body +850
 Van/Box Body +1600
 w/o AT - Exc Diesel -800
 w/o Dual Rear Wheels -500

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Sally [REDACTED]	Date of Loan:	12/11/17
Co-Borrower Name:		Loan Number:	1168-17870915

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, PAYROLL RECEIPT, or VERIFICATION OF INCOME FORM	Check 1	Check 2
Verify all documents have the Borrower's name and Employer's name.	<input type="checkbox"/>	<input type="checkbox"/>
Pay stub within the last 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount.	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant must provide:		
1. Benefit Letter <u>OR</u> 2. Bank statement, benefit card statement <u>OR</u> copy of benefit check dated within the last 40 days showing proof of benefit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Contract stating income and business bank statement dated within previous 30 days matching deposit of income.	<input type="checkbox"/>	<input type="checkbox"/>
Audited Financial Statement signed by a state licensed accountant verifying prior month's income.	<input type="checkbox"/>	<input type="checkbox"/>
Certified Financial Statement and business bank statement dated within previous 40 days * *Applicant(s) must sign Statement Attesting to Provided Financial Statement.	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 =	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ <u>4035.21</u> =	\$ <u>4035.21</u>

VERIFICATION

Acceptable income documentation was collected	MR [initials]
Gross monthly income has been accurately calculated	MR [initials]
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	MR [initials]

Income and Expense Worksheet			
Applicant Name:		saLLY [REDACTED]	
Co-Applicant Name:			
Requested Loan Amount		\$10,000.00	
Payment (For Requested Amount)		\$2,263.40	
Income			
	Income Type/Source	Amount	Pay Frequency
1		\$4,035.21	Monthly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
Gross Monthly Income TOTAL:			\$4,035.21
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$0.00	\$0.00
2	Utilities	\$500.00	\$500.00
3	Insurance	\$145.00	\$145.00
4	Other Expenses (loans, food, etc.)	\$1,000.00	\$1,000.00
5	Additional Title loans	\$2,116.00	\$2,116.00
Gross Monthly Expense TOTAL:			\$3,761.00
Net Monthly Income			\$274.21

You, state(s) as follows:

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

 [REDACTED]
Applicant Signature

Date: 12-1-17

Co-Applicant Signature

Date: _____

Income Attestation Statement

I, Sally [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Sally [REDACTED]
Signature

12-1-17
Date

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 1995 W. WILLIAMS AVENUE FALLON, NV 89406		Loan Date: 12/01/2017 Loan Number: 14269-1168-17870915 Lender Customer Service: 1-800-804-5368	
Borrower: sally [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2006	Motor Vehicle Make: Chevrolet	Motor Vehicle Model: Silverado 3500	Motor Vehicle ID #: [REDACTED] 8109

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 133.71%	FINANCE CHARGE The dollar amount the credit will cost me. \$4,850.21	Amount Financed The amount of credit provided to me or on my behalf. \$10,000.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$14,850.21
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$2,121.46	12/31/2017
1	\$2,121.46	01/30/2018
1	\$2,121.46	03/01/2018
1	\$2,121.46	03/31/2018
1	\$2,121.46	04/30/2018
1	\$2,121.46	05/30/2018
1	\$2,121.45	06/29/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$1,827.60
Plus: Amount paid on my account(s) with Lender	\$8,172.40

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$10,000.00

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$10,000.00 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 133.7100% per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause.</p> <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	<p>For Disputes subject to this Clause, I give up my right to:</p> <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. I can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: sally [REDACTED]

DocuSigned by:
[Signature]
FEF8ED7911B24&A...

Borrower Signature

12/1/2017

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
[Signature]
By: [Signature]
ASBDCA399D79438...
Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

Title Loan Agreement

Number: 300181688

Date: 10/12/2017

Customer & Co-Customer Information			
FIRST NAME SALLY	MIDDLE NAME	CO-CUSTOMER FIRST NAME	CO-CUSTOMER MIDDLENAME
LAST NAME		CO-CUSTOMER LAST NAME	
SSN XXX-XX-4316	DRIVERS LIC./OTHER ID. NO. 444	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./OTHER ID. NO.
STREET ADDRESS		CO-CUSTOMER STREET ADDRESS	
CITY	STATE	ZIP CODE	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
PRIMARY PHONE	DATE OF BIRTH	CO-CUSTOMER PRIMARY 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 2:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER 7752984503		
LICENSEE STREET ADDRESS 1995 W. Williams Ave.	LICENSEE CITY Fallon	LICENSEE STATE Nevada	LICENSEE ZIP CODE 89406
VEHICLE IDENTIFICATION NUMBER (VIN) 8109	LICENSE PLATE 8491		
VEHICLE YEAR 2006	VEHICLE MAKE CHEVROLET	VEHICLE MODEL SILVERADO 3500	COLOR Tan/Brown

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing (\$ 2300.00) ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663 % from the date of this Loan Agreement until 05/10/2018 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 or before 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. 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.
133.71 %	\$ 1115.54	\$ 2300.00	\$ 3415.54

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

Page 1 of 5

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	487.94	11/11/2017 and each 30 days thereafter
1	487.90	05/10/2018

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	\$ 2300.00	
1. Amount given to you directly:	\$ 2300.00	
2. Amount paid on your account:	\$0.00	
3. Amount paid to public officials:	\$ 0.00	
4. Amount paid on your behalf:	\$ N/A	to N/A
5. Amount paid on your behalf:	\$ N/A	to N/A

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 principal, and third to outstanding charges, if any. 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.

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

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

Default, Acceleration, Repossession, and Post-Default Interest. You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan or (ii) pay this loan in full on or before the expiration of the loan period as set forth 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. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan.

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

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 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

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

such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

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

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

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

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

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

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

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

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

DocuSigned by:

C4C5E295B3454F5
Customer's Signature
10/12/2017
Date

DocuSigned by:
MURIEL RIBBLETT
BB6D310353F4403
Its Authorized Agent
10/12/2017
Date

Co-Customer's Signature
Date

PAID IN FULL

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

Page 5 of 5

Title Loan Agreement

Number: 300179934

Date: 09/29/2017

Customer & Co-Customer Information			
FIRST NAME SALLY	MIDDLE NAME	CO-CUSTOMER FIRST NAME	CO-CUSTOMER MIDDLENAME
LAST NAME		CO-CUSTOMER LAST NAME	
SSN XXX-XX-4316	DRIVERS LIC./OTHER ID. NO. 444	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./OTHER ID. NO.
STREET ADDRESS		CO-CUSTOMER STREET ADDRESS	
CITY	STATE	ZIP CODE	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
PRIMARY PHONE	DATE OF BIRTH	CO-CUSTOMER PRIMARY PHONE	CO-CUSTOMER DATE OF BIRTH
Motor Vehicle & Licensee Information		LICENSEE'S HOURS OF OPERATION:	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 2:00 P.M., Closed Sunday	
LICENSEE STREET ADDRESS 1995 W. Williams Ave.		LICENSEE CITY Fallon	LICENSEE STATE Nevada
VEHICLE IDENTIFICATION NUMBER (VIN) 8109		LICENSEE PHONE NUMBER 7752984503	LICENSEE ZIP CODE 89406
VEHICLE YEAR 2006	VEHICLE MAKE CHEVROLET	VEHICLE MODEL SILVERADO 3500	COLOR Tan/Brown

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing (\$ 7671.00) ("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 04/27/2018 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 or before 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. 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.
133.71 %	\$ 3720.58	\$ 7671.00	\$ 11391.58

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

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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	1627.37	10/29/2017 and each 30 days thereafter
1	1627.36	04/27/2018

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

Filing Fee: \$ 21.00

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	\$ 7671.00	
1. Amount given to you directly:	\$ 7650.00	
2. Amount paid on your account:	\$0.00	
3. Amount paid to public officials:	\$ 21.00	
4. Amount paid on your behalf:	\$ N/A	to N/A
5. Amount paid on your behalf:	\$ N/A	to N/A

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 principal, and third to outstanding charges, if any. 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.

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

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

Default, Acceleration, Repossession, and Post-Default Interest. You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan or (ii) pay this loan in full on or before the expiration of the loan period as set forth 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. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan.

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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 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

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

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, detainee, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

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

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

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

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

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

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

DocuSigned by:

C4C5E205B3454F5
Customer's Signature
9/29/2017
Date

DocuSigned by:
MURRAY RIBBLETT
8B6D310353F4403
Its Authorized Agent
9/29/2017
Date

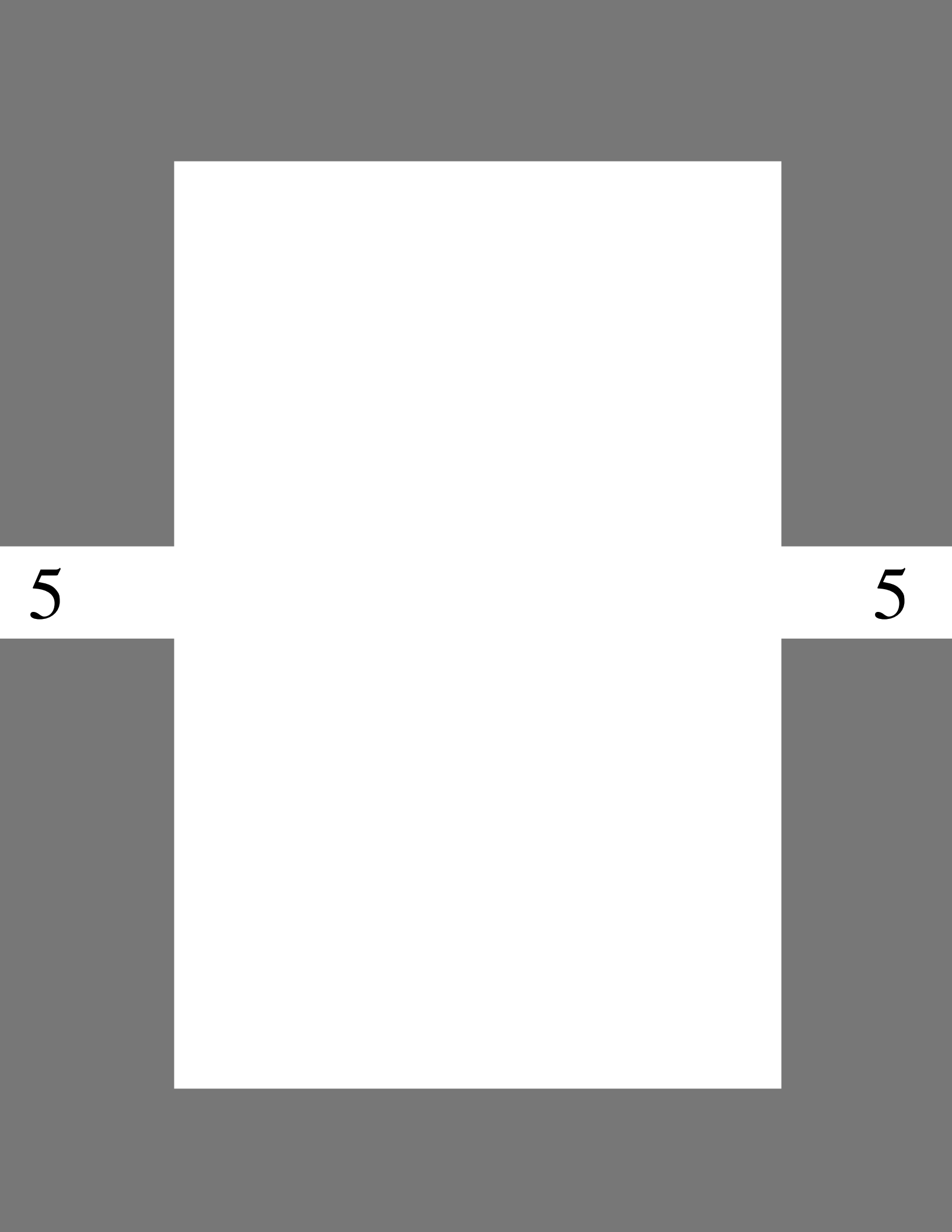
Co-Customer's Signature

Date

PAID IN FULL

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

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Company: Titlemax - Stores (314391 Internet)
 Contact: ERIC GRIGSBY
 E-Mail: tm-lasvegas-nv9@titlemax.com

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

Notes

Vehicle Info For 2015 Hyundai Accent GLS 4D Sedan

MSRP: \$15,475
 Fin Adv: \$8,750
 Equip Ret: \$17,505
 Tire Size: 175/70R14
 Base HP: 137 @ 6300
 Taxable HP: 14.7
 Model Number: 16403F45
 Price Includes: AT AC

VIN: [REDACTED] 714
 UVC: 2015380063
 MPG: 26/37
 Weight: 2601
 Fuel Type: Gas
 Wheelbase: 101.2
 End of Term Months: 0

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

Wholesale Black Book values as of 7/7/2017

	X-CL	Clean	Average	Rough
Base	\$9,100	\$8,350	\$7,450	\$6,100
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$9,100	\$8,350	\$7,450	\$6,100

Trade In Black Book values as of 7/7/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$8,575	\$7,720	\$5,795
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,575	\$7,720	\$5,795

Retail Black Book values as of 7/7/2017

	X-CL	Clean	Average	Rough
Base	\$12,825	\$11,850	\$10,600	\$8,975
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$12,825	\$11,850	\$10,600	\$8,975

Residual Black Book values as of 7/7/2017

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	72 Month
Base Miles	50K - 53K	62K - 65K	71K - 74K	80K - 83K	86K - 89K	92K - 95K	101K - 104K	113K - 116K
Base Residual	\$6,450	\$5,375	\$4,450	\$4,475	\$3,725	\$3,750	\$3,175	\$2,725
% ERT*	37%	31%	25%	26%	21%	21%	18%	16%
Add/Deducts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adj. Residual	\$6,450	\$5,375	\$4,450	\$4,475	\$3,725	\$3,750	\$3,175	\$2,725

Base residual values are projected values for typically equipped vehicle in average condition with indicated miles. Residual values are published 7 times a year: January, March, May, July, September, October, and November.
 *ERT: Typically equipment retail price

End-of-Term Black Book values as of 7/7/2017

	Date	Expected Miles	Base Miles
Start	N/A	N/A	N/A
EOT	N/A	N/A	N/A
	Value		
Base	N/A		
% Equipped Retail	N/A		
Miles Adjustment	N/A		
Add/Deducts Adjustment	N/A		
EOT Residual	N/A		

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Kelley [REDACTED]	Date of Loan:	7/7/17
Co-Borrower Name:		Loan Number:	300155414

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, PAYROLL RECEIPT, or VERIFICATION OF INCOME FORM	Check 1	Check 2
Verify all documents have the Borrower's name and Employer's name.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pay stub within the last 40 days	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Income calculated using monthly gross amount.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit.	<input type="checkbox"/>	<input type="checkbox"/>
Applicant must provide:		
1. Benefit Letter OR	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank statement, benefit card statement OR copy of benefit check dated within the last 40 days showing proof of benefit.	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Contract stating income and business bank statement dated within previous 30 days matching deposit of income.	<input type="checkbox"/>	<input type="checkbox"/>
Audited Financial Statement signed by a state licensed accountant verifying prior month's income.	<input type="checkbox"/>	<input type="checkbox"/>
Certified Financial Statement and business bank statement dated within previous 40 days * *Applicant(s) must sign Statement Attesting to Provided Financial Statement.	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$1012.43 x 26 = \$26,323.18 / 12 =	\$2193.60
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

INCOME AND EXPENSE WORKSHEET

Applicant Name:	A. Requested Loan Amount:	\$ 4500 4500
Kelly [REDACTED]	B. Maximum Loan Value (MLV) based on appraisal:	\$ 8032.00
Co-Applicant Name:	C. Net Monthly Income needed to pay requested loan amount:	\$ 1049.08
	D. Net Monthly Income needed to pay MLV:	\$ 1703.90
EMPLOYEE USE ONLY		

Income	Applicant Income	Co-Applicant Income
Gross Monthly Income ("GMI") #1	\$ 2193.00	\$
Gross Monthly Income ("GMI") #2	\$	\$
Gross Monthly Income ("GMI") #3	\$	\$
Part 1: Add all income and total here →		
		\$ 2193.00

Expense Description	Applicant Expense	Co-Applicant Expense
Rent/Mortgage	\$ 500	\$
Utilities	\$ 250	\$
Insurance	\$ 150	\$
Other Expenses (loans, food, etc.)	\$ 50	\$
Additional Title loans	\$	\$
Part 2: Add all income and total here →		
		\$ 950

Part 3: Net Monthly Income (Part 1 total minus Part 2 total here) →	\$ 1243.00
Monthly Loan Payment must be less than this amount	

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You, state(s) as follows:

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

Applicant Signature:



Date:

7-7-17

Co-Applicant Signature:

Date:

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Pay Date - 7/07/2017 Period End Date - 07/02/2017

KELLY [REDACTED] Employee ID [REDACTED]



Hours & Earnings				Taxes & Deductions				
Income	Current Hours	YTD Hours	Current Amt	YTD Amt	Deduction	Current Amt	YTD Amt	Employer YTD
PAID TIME OFF	8.00	128.0	70.04	1115.15	401K CONTRIB %	40.50	434.38	0.00
REGULAR HOURS	16.00	482.5	140.08	4009.62	BENEFIT PLAN	144.81	2027.34	4180.54
SPECIAL					DIR DEP NET AMT	0.00	7046.36	0.00
REGULAR	55.50	519.5	700.55	6557.39	FEDERAL TAX	92.87	1315.12	0.00
TIP COMPLIANCE	0.0	0.0	101.76	1495.36	FICA TAX	53.79	751.07	751.07
Year To Date					FUTA TAX	0.00	0.00	42.00
OVERTIME		24.00		311.06	MEDICARE TAX	12.58	175.65	175.65
SPECIAL		34.25		648.47	STATE UNEMP. TAX	0.00	0.00	189.70
OVERTIME					STD 60%	9.26	125.32	0.00
TRAINING HOURS		0.50		4.29	WEIGHT	11.75	167.25	99.00
Total Wages & Net Pay					WATCHERS			
TOTALS	79.50	1168.75	1012.43	545.11	Year To Date			
NET PAY					SHOES		58.38	0.00

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Company: Titlemax - Stores (314391 Internet)
 Contact: ERIC GRIGSBY
 E-Mail: tm-lasvegas-nv9@titlemax.com

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

Notes

Vehicle Info For: 2015 Hyundai Accent GLS 4D Sedan

MSRP: \$15,475	VIN: [REDACTED] 4714	Adj. State: National
Fin Adv: \$8,750	UVC: 2015380063	Mileage: 0
Equip Ret: \$17,505	MPG: 26/37	Mileage Cat: A
Tire Size: 175/70R14	Weight: 2601	Cylinders: 4
Base HP: 137 @ 6300	Fuel Type: Gas	Transmission: A
Taxable HP: 14.7	Wheelbase: 101.2	Drive Train: FWD
Model Number: 16403F45	End of Term 0	End of Term 0
Price Includes: AT AC	Months:	Mileage:

Wholesale Black Book values as of 7/27/2017

	X-CL	Clean	Average	Rough
Base	\$9,100	\$8,350	\$7,450	\$6,100
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$9,100	\$8,350	\$7,450	\$6,100

Trade In Black Book values as of 7/27/2017

	X-CL	Clean	Average	Rough
Base	N/A	\$8,575	\$7,720	\$5,795
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,575	\$7,720	\$5,795

Retail Black Book values as of 7/27/2017

	X-CL	Clean	Average	Rough
Base	\$12,825	\$11,850	\$10,600	\$8,975
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$12,825	\$11,850	\$10,600	\$8,975

Residual Black Book values as of 7/27/2017

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	72 Month
Base Miles	50K - 53K	62K - 65K	71K - 74K	80K - 83K	86K - 89K	92K - 95K	101K - 104K	113K - 116K
Base Residual	\$6,450	\$5,375	\$4,450	\$4,475	\$3,725	\$3,750	\$3,175	\$2,725
% ERT*	37%	31%	25%	26%	21%	21%	18%	16%
Add/Deducts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adj. Residual	\$6,450	\$5,375	\$4,450	\$4,475	\$3,725	\$3,750	\$3,175	\$2,725

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Kelly [REDACTED]	Date of Loan:	7/27/17
Co-Borrower Name:		Loan Number:	300162151

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.
Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, PAYROLL RECEIPT, or VERIFICATION OF INCOME FORM	Check 1	Check 2
Verify all documents have the Borrower's name and Employer's name.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pay stub within the last 40 days	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Income calculated using monthly gross amount.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit.	<input type="checkbox"/>	<input type="checkbox"/>
Applicant must provide:		
1. Benefit Letter OR 2. Bank statement, benefit card statement OR copy of benefit check dated within the last 40 days showing proof of benefit.	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Contract stating income and business bank statement dated within previous 30 days matching deposit of income.	<input type="checkbox"/>	<input type="checkbox"/>
Audited Financial Statement signed by a state licensed accountant verifying prior month's income.	<input type="checkbox"/>	<input type="checkbox"/>
Certified Financial Statement and business bank statement dated within previous 40 days * *Applicant(s) must sign Statement Attesting to Provided Financial Statement.	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$1035.85 x 26 = \$26932.10 / 12 =	\$2244.34
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

VERIFICATION	
Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

INCOME AND EXPENSE WORKSHEET

Applicant Name:	A. Requested Loan Amount:	\$ 1050
Kelly Perez	B. Maximum Loan Value (MLV) based on appraisal:	\$ 8032
Co-Applicant Name:	C. Net Monthly Income needed to pay requested loan amount:	\$ 244.78
	D. Net Monthly Income needed to pay MLV:	\$ 1703.96
EMPLOYEE USE ONLY		

Income	Applicant Income	Co-Applicant Income
Gross Monthly Income ("GMI") #1	\$ 2244.34	\$
Gross Monthly Income ("GMI") #2	\$	\$
Gross Monthly Income ("GMI") #3	\$	\$
Part 1: Add all income and total here →		
	\$ 2,244.34	

Expense Description	Applicant Expense	Co-Applicant Expense
Rent/Mortgage	\$ 500	\$
Utilities	\$ 250	\$
Insurance	\$ 150	\$
Other Expenses (loans, food, etc.)	\$ 50	\$
Additional Title loans	\$ 1049	\$
Part 2: Add all income and total here →		
	\$ 1,998.00	

Part 3: Net Monthly Income (Part 1 total minus Part 2 total here) →	\$ 245.34
<i>Monthly Loan Payment must be less than this amount</i>	

You, state(s) as follows:

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

Applicant Signature: _____

Date: 7-27-17

Co-Applicant Signature: _____

Date: _____



Hours & Earnings Income					Taxes & Deductions Deduction				
	Current Hours	YTD Hours	Current Amt	YTD Amt			Current Amt	YTD Amt	Employer YTD
JURY DUTY	8.00	8.0	70.04	70.04	401K CONTRIB %		38.63	473.01	0.00
OVERTIME	4.00	28.0	52.53	363.59	BENEFIT PLAN		144.81	2172.15	4477.72
PAID TIME OFF	-8.00	120.0	-70.04	1045.11	DIR DEP NET AMT		569.63	7615.99	0.00
REGULAR HOURS	32.0	494.5	280.16	4289.78	FEDERAL TAX		96.66	1411.78	0.00
SPECIAL REGULAR	48.00	567.5	605.88	7163.27	FICA TAX		55.24	806.31	806.31
TIP COMPLIANCE	0.0	0.0	97.28	1592.64	FUTA TAX		0.00	0.00	42.00
Year To Date					MEDICARE TAX		12.92	188.57	188.57
SPECIAL OVERTIME		34.25		648.47	STATE UNEMP. TAX		0.00	0.00	182.13
TRAINING HOURS		0.50		4.29	STD 60%		8.93	134.25	0.00
Total Wages & Net Pay					WEIGHT WATCHERS		11.75	179.00	99.00
TOTALS	84.00	1252.75	1035.85		Year To Date				
NET PAY			0.00		SHOES		58.38		0.00

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Title Loan Agreement

Number: 300162181

Date: 07/27/2017

Customer & Co-Customer Information			
FIRST NAME KELLY	MIDDLE NAME	CO-CUSTOMER FIRST NAME	CO-CUSTOMER MIDDLENAME
LAST NAME		CO-CUSTOMER LAST NAME	
SSN XXX-XX-6690	DRIVERS LIC./OTHER ID. NO. 0190	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./OTHER ID. NO.
STREET ADDRESS		CO-CUSTOMER STREET ADDRESS	
CITY	STATE	ZIP CODE	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
PRIMARY PHONE	DATE OF BIRTH	CO-CUSTOMER PRIMARY 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 2:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER 7023879800	
LICENSEE STREET ADDRESS 6820 W. FLAMINGO RD STE F/G		LICENSEE CITY Las Vegas	LICENSEE STATE Nevada
VEHICLE IDENTIFICATION NUMBER (VIN) 4714		LICENSEE ZIP CODE 89103	
VEHICLE YEAR 2015		VEHICLE MAKE HYUNDAI	VEHICLE MODEL ACCENT
		COLOR White	

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing (\$ 1050.00) ("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 02/22/2018 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 or before 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. 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.
170.21 %	\$ 663.42	\$ 1050.00	\$ 1713.42

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5388.

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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	244.78	08/26/2017 and each 30 days thereafter
1	244.74	02/22/2018

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

	\$ 1050.00	
1. Amount given to you directly:	\$ 1050.00	
2. Amount paid on your account:	\$ 0.00	
3. Amount paid to public officials:	\$ 0.00	
4. Amount paid on your behalf:	\$ N/A	to N/A
5. Amount paid on your behalf:	\$ N/A	to N/A

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 principal, and third to outstanding charges, if any. 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.

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

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

Default, Acceleration, Repossession, and Post-Default Interest. You will be in default and **PAID IN FULL** immediately following the date you fail to (i) make a scheduled payment on this loan or (ii) pay this loan in full on or before the expiration of the loan period as set forth 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. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan.

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

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Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (i) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and 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 5 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

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

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such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

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

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

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

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

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

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

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

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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

DocuSigned by:

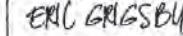


Customer's Signature

7/27/2017

Date

DocuSigned by:



Eric Grigsby
Its Authorized Agent

7/27/2017

Date

Co-Customer's Signature

Date

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

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Contact Information	10/27/2017
Company: Titlemax - Stores (314391 Internet)	Telephone: 702-387-9600
Contact: ERIC GRIGSBY	Fax: 855-380-3750
E-Mail: tm-lasvegas-nv9@titlemax.com	

Notes

Vehicle Info For ,2015 Hyundai Accent GLS 4D Sedan		
MSRP: \$15,475	VIN: [REDACTED] 4714	Adj. State: National
Fin Adv: \$8,725	UVC: 2015380063	Mileage: 0
Equip Ret: \$17,505	MPG: 26/37	Mileage Cat: A
Tire Size: 175/70R14	Weight: 2601	Cylinders: 4
Base HP: 137 @ 6300	Fuel Type: Gas	Transmission: A
Taxable HP: 14.7	Wheelbase: 101.2	Drive Train: FWD
Model Number: 16403F45	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 10/27/2017				
	X-CL	Clean	Average	Rough
Base	\$9,100	\$8,300	\$7,350	\$6,000
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$9,100	\$8,300	\$7,350	\$6,000

Trade In Black Book values as of 10/27/2017				
	X-CL	Clean	Average	Rough
Base	N/A	\$8,540	\$7,635	\$5,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$8,540	\$7,635	\$5,700

Retail Black Book values as of 10/27/2017				
	X-CL	Clean	Average	Rough
Base	\$12,825	\$11,800	\$10,500	\$8,850
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

000136

Borrower Name:	Kelly [REDACTED]	Date of Loan:	10/27/17
Co-Borrower Name:		Loan Number:	10809-1039-15846178

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Provide ONE of the following:		
1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank statement with benefit deposit (dated within previous 40 days)		
3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)		

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1775.00</u> x 26 = \$ <u>46150</u> / 12 = _____	\$ <u>2845.33</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION	
Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

000136

Income and Expense Worksheet				
Applicant Name:		Kelly [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$6,000.00		
Payment (For Requested Amount)		\$1,359.24		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Arizona Charlies	\$1,775.00	Bi-Weekly	\$3,845.83
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$3,845.83
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$800.00		\$800.00
2	Utilities	\$250.00		\$250.00
3	Insurance	\$150.00		\$150.00
4	Other Expenses (loans, food, etc.)	\$95.00		\$95.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,295.00
Net Monthly Income				\$2,550.83

You, state(s) as follows:

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

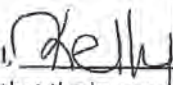

Applicant Signature: [REDACTED]

Date: 10-27-17

Co-Applicant Signature

Date:

Income Attestation Statement

I,  , under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000138

 
Signature

10-27-17
Date

000138

Pay Date - 10/13/2017 Period End Date - 10/08/2017

KELLY ; Employee ID



Hours & Earnings				Taxes & Deductions				
Income	Current Hours	YTD Hours	Current Amt	YTD Amt	Deduction	Current Amt	YTD Amt	Employer YTD
REGULAR HOURS	7.00	685.5	61.29	5961.99	401K CONTRIB %	83.75	837.00	0.00
SPECIAL OVERTIME	15.50	70.0	293.42	1325.30	401K LOAN	39.52	118.56	0.00
SPECIAL REGULAR	72.50	844.0	915.13	10853.40	BENEFIT PLAN	144.81	3041.01	6260.80
TIP COMPLIANCE	0.0	0.0	121.60	2255.36	DIR DEP NET AMT	742.59	11142.46	0.00
TRAINING HOURS	0.50	5.0	4.38	43.69	FEDERAL TAX	143.89	2044.16	0.00
Year To Date					FICA TAX	77.56	1167.64	1167.64
JURY DUTY		8.00		70.04	FUTA TAX	0.00	0.00	42.00
OVERTIME		34.50		448.96	MEDICARE TAX	18.14	273.08	273.08
PAID TIME OFF		128.00		1115.15	STATE UNEMP. TAX	0.00	0.00	262.49
Total Wages & Net Pay					TOTALS	11.00	201.00	99.00
NET PAY	95.50	1775.00	1395.82	0.00	WATCHERS			
					Year To Date			
					SHOES		58.38	0.00

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000139

Contact Information	12/4/2017
Company: Titlemax - Stores (314391 Internet)	Telephone: 702-387-9600
Contact: ERIC GRIGSBY	Fax: 855-380-3750
E-Mail: tm-lasvegas-nv9@titlemax.com	

Notes

Vehicle Info For 2015 Hyundai Accent GLS 4D Sedan		
MSRP: \$15,475	VIN: [REDACTED]4AEF	Adj. State: National
Fin Adv: \$8,475	UVC: 2015380063	Mileage: 0
Equip Ret: \$17,505	MPG: 26/37	Mileage Cat: A
Tire Size: 175/70R14	Weight: 2601	Cylinders: 4
Base HP: 137 @ 6300	Fuel Type: Gas	Transmission: A
Taxable HP: 14.7	Wheelbase: 101.2	Drive Train: FWD
Model Number: 16403F45	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 12/4/2017				
	X-CL	Clean	Average	Rough
Base	\$8,850	\$8,050	\$7,100	\$5,750
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$8,850	\$8,050	\$7,100	\$5,750

Trade In Black Book values as of 12/4/2017				
	X-CL	Clean	Average	Rough
Base	N/A	\$8,290	\$7,385	\$5,460
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$8,290	\$7,385	\$5,460

Retail Black Book values as of 12/4/2017

Income Attestation Statement

I, [Signature] [Redacted], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000141

[Signature] [Redacted]
Signature

12-4-17
Date

000141

Income and Expense Worksheet				
Applicant Name:		Kelly [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$7,941.00		
Payment (For Requested Amount)		\$1,797.99		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Arizona Charlies	\$1,775.00	Bi-Weekly	\$3,845.83
2				\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$3,845.83
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$800.00		\$800.00
2	Utilities	\$250.00		\$250.00
3	Insurance	\$150.00		\$150.00
4	Other Expenses (loans, food, etc.)	\$95.00		\$95.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,295.00
Net Monthly Income				\$2,550.83

You, state(s) as follows:

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

Applicant Signature: [REDACTED]

Date: 12/4/17

Co-Applicant Signature

Date:

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

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Borrower Name:	Kelly [REDACTED]	Date of Loan:	
Co-Borrower Name:		Loan Number:	

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>
Paystub OR bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>

GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Provide ONE of the following:		
1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
2. Bank statement with benefit deposit (dated within previous 40 days)		
3. Benefit card statement OR copy of benefit check (dated within previous 40 days)		

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1775</u> x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ <u>46650</u> / 12 = _____	\$ <u>3887.50</u>
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected		
Gross monthly income has been accurately calculated		
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst		

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

000143

Pay Date - 10/13/2017 Period End Date - 10/08/2017

KELLY

Employee ID



Hours & Earnings				Taxes & Deductions				
Income	Current Hours	YTD Hours	Current Amt	YTD Amt	Deduction	Current Amt	YTD Amt	Employer YTD
REGULAR HOURS	7.00	685.5	61.29	5961.99	401K CONTRIB %	83.75	837.00	0.00
SPECIAL					401K LOAN	39.52	118.56	0.00
OVERTIME	15.50	70.0	293.42	1325.30	BENEFIT PLAN	144.81	3041.01	6260.80
SPECIAL					DIR DEP NET AMT	742.59	11142.46	0.00
REGULAR	72.50	844.0	915.13	10653.40	FEDERAL TAX	143.89	2044.16	0.00
TIP COMPLIANCE	0.0	0.0	121.60	2255.36	FICA TAX	77.56	1167.64	1167.64
TRAINING HOURS	0.50	5.0	4.38	43.69	FUTA TAX	0.00	0.00	42.00
Year To Date					MEDICARE TAX	18.14	273.08	273.08
JURY DUTY		8.00		70.04	STATE UNEMP.	0.00	0.00	262.49
OVERTIME		34.50		448.96	TAX			
PAID TIME OFF		128.00		1115.15	STD 60%	12.96	190.13	0.00
Total Wages & Net Pay					WEIGHT	11.00	201.00	99.00
TOTALS	95.50	1775.00	1395.82		WATCHERS			
NET PAY			0.00		Year To Date			
					SHOES		58.38	0.00

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Date: 07/01/2017 Title Loan Agreement Number: 300165949

Customer & Co-Customer Information			
FIRST NAME KELLY	MIDDLE NAME	CO-CUSTOMER FIRST NAME	CO-CUSTOMER MIDDLE NAME
LAST NAME		CO-CUSTOMER LAST NAME	
SSN XXX-XX-6690	DRIVERS LIC./OTHER ID. NO. 190	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./OTHER ID. NO.
STREET ADDRESS		CO-CUSTOMER STREET ADDRESS	
STATE	ZIP CODE	CO-CUSTOMER CITY	CO-CUSTOMER STATE
CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE	
PRIMARY PHONE	DATE OF BIRTH	CO-CUSTOMER PRIMARY 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 2:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax	LICENSEE PHONE NUMBER 7023679600		
LICENSEE STREET ADDRESS 8820 W. FLAMINGO RD STE F/G	LICENSEE CITY Las Vegas	LICENSEE STATE Nevada	LICENSEE ZIP CODE 89103
VEHICLE IDENTIFICATION NUMBER (VIN) [REDACTED]	LICENSE PLATE 682YMJ		
VEHICLE YEAR 2016	VEHICLE MAKE HYUNDAI	VEHICLE MODEL ACCENT	COLOR White

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

Term, Principal, Interest, Charges and Payment. The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing (\$4,500.00) ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4983 % from the date of this Loan Agreement until 02/02/2018 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 or before 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. 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.
170.21 %	\$ 2843.26	\$ 4600.00	\$ 7343.26

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 884-5368.

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Your payment schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
6	1049.04	08/08/2017 and each 30 days thereafter.
1	1049.04	02/02/2018

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	\$ 4500.00	
1. Amount given to you directly:	\$ 4500.00	
2. Amount paid on your account:	\$0.00	
3. Amount paid to public officials:	\$ 0.00	
4. Amount paid on your behalf:	\$ N/A	to N/A
5. Amount paid on your behalf:	\$ N/A	to N/A

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 principal, and third to outstanding charges, if any. 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 amount 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.

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

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

Default, Acceleration, Repossession, and Post-Default Interest. You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan or (ii) pay this loan in full or before the expiration of the loan period as set forth 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. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan.

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

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Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (i) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and 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 licenses 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 (1-800-352-5287) <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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-6366.

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, delinquent, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim recovery 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 your agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

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

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

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

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5358.

TMLB JV, installment loan agreement, 12.30.2015

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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

DocuSign
Customer's Signature

7/7/2017

Date

DocuSigned by:
ERIC GREGORY
Its Authorized Agent

7/7/2017

Date

Co-Customer's Signature

Date

PAID IN FULL

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

TM.TB.NV.Installment loan agreement.12.30.2016

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Contact Information

2/20/2018

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

Telephone: 404-542-6618
 Fax:

Notes

Vehicle Info For 2013 Toyota Rav4 XLE 4D SUV FWD

MSRP: \$24,290	VIN: [REDACTED] 0139	Adj. State: National
Fin Adv: \$14,550	UVC: 2013900396	Mileage: 0
Equip Ret: \$25,870	MPG: 24/31	Mileage Cat: D
Tire Size: 215/70R16	Weight: 4430	Cylinders: 4
Base HP: 176 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 20.1	Wheelbase: 104.7	Drive Train: FWD
Model Number: 4440	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 2/20/2018

	X-CL	Clean	Average	Rough
Base	\$15,100	\$14,000	\$12,000	\$10,275
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$15,100	\$14,000	\$12,000	\$10,275

History Adjustments

Get VIN specific precision!
 Call 1-800-554-1026
 for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Trade In Black Book values as of 2/20/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$14,220	\$12,400	\$9,705
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0

	X-CL	Clean	Average	Rough
Adjusted	N/A	\$14,220	\$12,400	\$9,705

History Adjustments

Get VIN specific precision!
Call 1-800-554-1026
for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Retail Black Book values as of 2/20/2018

	X-CL	Clean	Average	Rough
Base	\$18,800	\$17,500	\$15,150	\$13,175
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$18,800	\$17,500	\$15,150	\$13,175

History Adjustments

Get VIN specific precision!
Call 1-800-554-1026
for History Adjusted Valuations

*History Adjustments are calculated for events present on the Experian AutoCheck® report as of today.

Residual Black Book values as of 2/20/2018

	12 Month	24 Month	30 Month	36 Month
Base Miles	86K - 89K	98K - 101K	104K - 107K	107K - 110K
Base Residual	\$10,725	\$9,550	\$9,250	\$8,400
% ERT*	41%	37%	36%	32%
Add/Deducts	\$0	\$0	\$0	\$0
Adj. Residual	\$10,725	\$9,550	\$9,250	\$8,400

	42 Month	48 Month	60 Month	72 Month
Base Miles	113K - 116K	116K - 119K	125K - 128K	134K - 137K
Base Residual	\$8,175	\$7,450	\$6,600	\$5,850
% ERT*	32%	29%	26%	23%
Add/Deducts	\$0	\$0	\$0	\$0
Adj. Residual	\$8,175	\$7,450	\$6,600	\$5,850

Base residual values are projected values for typically equipped vehicle in average condition with indicated miles. Residual values are published 7 times a year: January, March, May, July, September, October, and November.

*ERT: Typically equipped retail price

End-of-Term Black Book values as of 2/20/2018

	Date	Expected Miles	Base Miles
Start	N/A	N/A	N/A
EOT	N/A	N/A	N/A

	Value
Base	N/A
% Equipped Retail	N/A
Miles Adjustment	N/A
Add/Deducts Adjustment	N/A

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TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 4811 WEST CRAIG ROAD LAS VEGAS, NV 89130		Loan Date: 02/20/2018 Loan Number: 10769-2031-18882715 Lender Customer Service: 1-800-804-5368	
Borrower: Marlon B [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2013	Motor Vehicle Make: Toyota	Motor Vehicle Model: Rav4	Motor Vehicle ID #: [REDACTED] 0139

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 109.37%	The dollar amount the credit will cost me. \$2,927.51	The amount of credit provided to me or on my behalf. \$7,500.00	The amount I will have paid after I have made all payments as scheduled. \$10,427.51

Payment Schedule: My payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$1,489.65	03/22/2018
1	\$1,489.65	04/21/2018
1	\$1,489.65	05/21/2018
1	\$1,489.65	06/20/2018
1	\$1,489.65	07/20/2018
1	\$1,489.65	08/19/2018
1	\$1,489.61	09/18/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$21.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$7,479.00
Plus: Amount paid on my account(s) with Lender	\$0.00

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$7,500.00

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$7,500.00 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 109.3700 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org ; or <ul style="list-style-type: none"> Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Marlon B

DocuSigned by:

 8CAD8605B1D4420...

Borrower Signature

2/20/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

 By: Benito Espanza
 D36FFB91A48C449...
 Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Marlon B. [REDACTED]</u>	Date of Loan: <u>2/20/18</u>
Co-Borrower Name: <u>[REDACTED]</u>	Loan Number: <u>2031-18862715</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1,960.80</u> x 26 = \$ <u>50,980.80</u> / 12 = _____	\$ <u>4,248.40</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature)

(Date)

Earnings Statement

000160


SOUTHERN NEVADA REGIONAL
 HOUSING AUTHORITY
 340 NORTH 11TH STREET
 LAS VEGAS, NV 89101-3125

Period Beginning: 01/07/2018
 Period Ending: 01/20/2018
 Pay Date: 01/25/2018

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 99,999 Additional Tax
 NV: No State Income Tax

MARLON B


Earnings	rate	hours	this period	year to date
Regular	24.5100	68.00	1,666.68	3,137.28
Holiday	24.5100	8.00	196.08	588.24
Sick	24.5100	4.00	98.04	196.08
O-T @ 1.50				1,411.43
Standby				100.00
Gross Pay			\$1,990.80	5,433.03

Your federal taxable wages this period are
 \$1,899.47

Other Benefits and Information	this period	total to date
Sick Balance		14.85
Vac Balance		89.41

Deductions	Statutory		
	Federal Income Tax	-99.00	198.00
	Medicare Tax	-24.64	71.20
	Other		
	Colonial Post	-33.06	66.12
	Colonial Pretax	-44.88*	89.76
	Cope	-5.00	10.00
	Dental	-23.20*	46.40
	Medical	-190.30*	380.60
	Pers Ea Post	-284.32	583.14
	Ppl	-7.36	14.72
	U Dues	-23.54	47.08
	Vision	-2.95*	5.90
	Net Pay	\$1,222.55	
	Checking	-1,222.55	
	Net Check	\$0.00	

* Excluded from federal taxable wages

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SOUTHERN NEVADA REGIONAL
 HOUSING AUTHORITY
 340 NORTH 11TH STREET
 LAS VEGAS, NV 89101-3125

Advice number: 00000040189
 Pay date: 01/25/2018

Deposited to the account of	account number	transit ABA	amount
MARLON B	xxxxxxx7498	xxxx xxxx	\$1,222.55

THIS IS NOT A CHECK

NON-NEGOTIABLE

000160

000160

Income Attestation Statement

I, Mason D. [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000161

[Signature]
Signature [REDACTED]

2/20/18
Date

000161

Income and Expense Worksheet				
Applicant Name:		MARLON B [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$7,021.00		
Payment (For Requested Amount)		\$1,590.03		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$1,960.80	Bi-Weekly	\$4,248.40
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
Gross Monthly Income TOTAL:				\$4,248.40
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$0.00		\$0.00
2	Utilities	\$900.00		\$900.00
3	Insurance	\$308.00		\$308.00
4	Other Expenses (loans, food, etc.)	\$200.00		\$200.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,408.00
Net Monthly Income				\$2,840.40

You, state(s) as follows:

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

 [REDACTED]
Applicant Signature

Date: 2/20/18

Co-Applicant Signature

Date: _____

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 4811 WEST CRAIG ROAD LAS VEGAS, NV 89130		Loan Date: 03/08/2018 Loan Number: 10769-2139-20179612 Lender Customer Service: 1-800-804-5368	
Borrower: Marlon B [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2013	Motor Vehicle Make: Toyota	Motor Vehicle Model: Rav4	Motor Vehicle ID #: [REDACTED] 0139

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 147.00%	The dollar amount the credit will cost me. \$1,537.93	The amount of credit provided to me or on my behalf. \$2,859.57	The amount I will have paid after I have made all payments as scheduled. \$4,397.50

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$628.22	04/07/2018
1	\$628.22	05/07/2018
1	\$628.22	06/06/2018
1	\$628.22	07/06/2018
1	\$628.22	08/05/2018
1	\$628.22	09/04/2018
1	\$628.18	10/04/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$2,859.57

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$2,859.57

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$2,859.57 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 147.0000 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "*Notice Address*"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "*Borrower Address*"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "*Claimant*") must tell all other parties (the "*Defending Party*") of the dispute (the "*Dispute Notice*"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "*Clause*"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " <i>Dispute</i> " has a broad meaning. " <i>Dispute</i> " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Marlon B. [REDACTED]

DocuSigned by:

Marlon B.

8CAD8605B1DL#26...

Borrower Signature

3/8/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

Irasema Cairo

By: _____

2E83D968A44C4C8...

Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Marton B. [REDACTED]	Date of Loan:	3.8.18
Co-Borrower Name:		Loan Number:	

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>4248</u> = _____	\$ <u>4248</u>

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

[Signature]
(Borrower Sign)

3.8.18
(Date)

Income Attestation Statement

I, Marlon B [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

[Signature]
Signature [REDACTED]

3.8.18
Date

Income and Expense Worksheet				
Applicant Name:		MARLON B [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$2,900.00		
Payment (For Requested Amount)		\$699.84		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$4,248.00	MONTHLY	\$4,248.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$4,248.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$0.00		\$0.00
2	Utilities	\$900.00		\$900.00
3	Insurance	\$308.00		\$308.00
4	Other Expenses (loans, food, etc.)	\$200.00		\$200.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,408.00
Net Monthly Income				\$2,840.00

You, state(s) as follows:

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

 [REDACTED]
Applicant Sign

Date: 3.8.18

Co-Applicant Signature

Date:

MARLON B [REDACTED] (*****8411)

Loan Detail

[\[View all Loans\]](#)

Loan ID: 10769-2031-18882715	Balance: \$0.00	Pmt Account: N/A
Model: NV 210-P	Principal: \$0.00	# of Pmts: 7
Status: Refinance	Fees: \$0.00	LF Orig Store:
Sub-Status: None	Earned Principal: N/A	Originated: 02/20/2018
	Earned Fees: N/A	Due Date: 04/21/2018
Store: 10769 TITLEMAX OF LAS VEGAS, NV #8		Late: Not Late
		Last Full Payment: 03/08/2018
Assigned Collector: N/A		Recent: 929 Days

[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
02/20/2018	New Loan	\$7,479.00	\$0.00	\$0.00	\$0.00	\$7,479.00	\$7,479.00
02/20/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$7,479.00	\$7,479.00
02/20/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$7,479.00
02/20/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$7,500.00
03/08/2018	Interest - Interest	\$0.00	\$359.57	\$0.00	\$0.00	\$359.57	\$7,859.57
03/08/2018	Payment	(\$4,640.43)	(\$359.57)	\$0.00	\$0.00	\$5,000.00	\$2,859.57
	Tender: Cashier's Check - 0819011714 - Deposited 3/8/2018					\$5,000.00	
	Interest - Interest	\$0.00	(\$359.57)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$4,619.43)	\$0.00				
03/08/2018	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,859.57

Tender: Cash \$0.00

03/08/2018 Refinance (\$2,859.57) \$0.00 \$0.00 \$0.00 \$2,859.57 \$0.00

New Loan (\$2,859.57) \$0.00

MARLON B [REDACTED] (*****8411)

Loan Detail

[\[View all Loans\]](#)

Loan ID: [10769-2139-20179612](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 03/08/2018
Store: 10769 TITLEMAX OF LAS VEGAS, NV #8 **Due Date:** 07/06/2018
Parent Loan ID: [10769-2031-18882715](#) **Late:** Not Late
Assigned Collector: N/A **Last Full Payment:** 06/14/2018
Recent: 831 Days

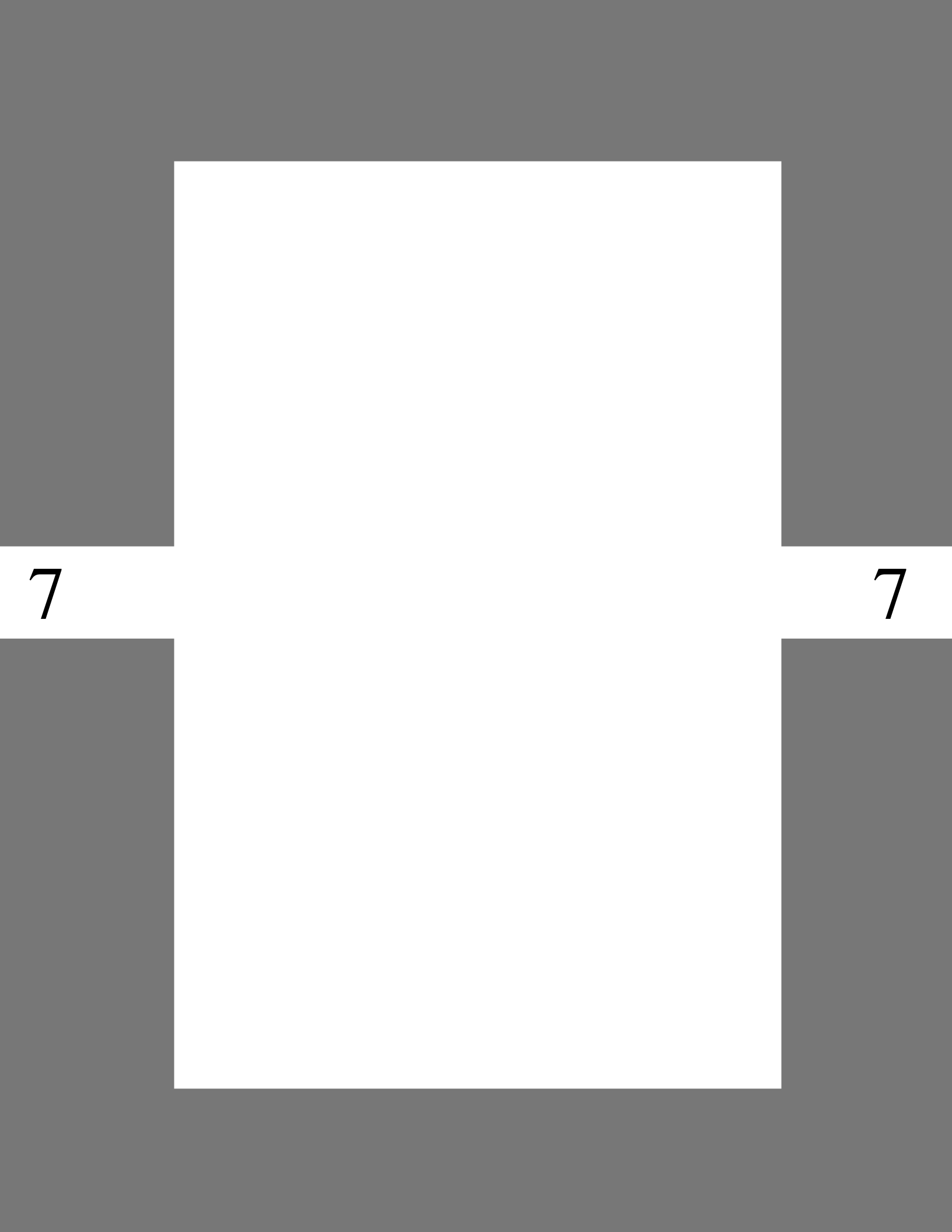
[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
03/08/2018	New Loan	\$2,859.57	\$0.00	\$0.00	\$0.00	\$2,859.57	\$2,859.57
03/08/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$2,859.57	\$2,859.57
04/07/2018	Interest - Interest	\$0.00	\$345.50	\$0.00	\$0.00	\$345.50	\$3,205.07
04/07/2018	Payment	(\$294.50)	(\$345.50)	\$0.00	\$0.00	\$640.00	\$2,565.07
	Tender: Cash					\$640.00	
	Interest - Interest	\$0.00	(\$345.50)				
	New Loan	(\$294.50)	\$0.00				
04/10/2018	Interest - Interest	\$0.00	\$30.99	\$0.00	\$0.00	\$30.99	\$2,596.06
04/10/2018	Payment	(\$1,969.01)	(\$30.99)	\$0.00	\$0.00	\$2,000.00	\$596.06
	Tender: Cash					\$2,000.00	
	Interest - Interest	\$0.00	(\$30.99)				

	New Loan	(\$1,969.01)	\$0.00				
05/24/2018	Interest - Interest	\$0.00	\$105.63	\$0.00	\$0.00	\$105.63	\$701.69
05/24/2018	Payment	(\$194.37)	(\$105.63)	\$0.00	\$0.00	\$300.00	\$401.69
	Tender: Cash					\$300.00	
	Interest - Interest	\$0.00	(\$105.63)				
	New Loan	(\$194.37)	\$0.00				
06/14/2018	Interest - Interest	\$0.00	\$33.97	\$0.00	\$0.00	\$33.97	\$435.66
06/14/2018	Pay Off	(\$401.69)	(\$33.97)	\$0.00	\$0.00	\$435.66	\$0.00
	Tender: Cash					\$435.66	
	Interest - Interest	\$0.00	(\$33.97)				
	New Loan	(\$401.69)	\$0.00				



7

7

Contact Information

11/10/2018

Company: Titlemax - Stores (314391 Internet)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2002 Ford F150 XLT Supercab

MSRP: \$23,560

VIN: [REDACTED] 5189

Adj. State: National

Fin Adv: \$3,375

UVC: 2002300214

Mileage: 0

Equip Ret: \$27,600

MPG: 17/21

Mileage Cat: G

Tire Size: 235/70R16

Weight: 6250

Cylinders: 8

Base HP: 202 @ 4800

Fuel Type: Gas

Transmission: A

Taxable HP: 41.5

Wheelbase: 138.5

Drive Train: RWD

Model Number: X17

End of Term 0

End of Term 0

Price Includes: AT AC

Mileage: 0

Wholesale Black Book values as of 11/9/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$3,400	\$1,850	\$825
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,400	\$1,850	\$825

Trade In Black Book values as of 11/9/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$3,490	\$1,940	\$805
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,490	\$1,940	\$805

Retail Black Book values as of 11/9/2018

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 6530 S. DECATUR BLVD, #100 LAS VEGAS, NV 89118		Loan Date: 11/10/2018 Loan Number: 11269-2025-32997492 Lender Customer Service: 1-800-804-5368	
Borrower: Ronald [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2002	Motor Vehicle Make: Ford	Motor Vehicle Model: F150	Motor Vehicle ID #: [REDACTED] 5189

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 191.88%	The dollar amount the credit will cost me. \$1,097.55	The amount of credit provided to me or on my behalf. \$1,521.00	The amount I will have paid after I have made all payments as scheduled. \$2,618.55

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$374.09	12/10/2018
1	\$374.09	01/09/2019
1	\$374.09	02/08/2019
1	\$374.09	03/10/2019
1	\$374.09	04/09/2019
1	\$374.09	05/09/2019
1	\$374.01	06/08/2019

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$21.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$1,500.00
Plus: Amount paid on my account(s) with Lender	\$0.00

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,521.00

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,521.00 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 191.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. If can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: Ronald [REDACTED]

DocuSigned by:

 FB819609EEC4438...

Borrower Signature

11/10/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

 By: 9C94C5CCA572429...
 Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

Income and Expense Worksheet				
Applicant Name:		Ronald [REDACTED]		
Co-Applicant Name:				
Total Loan Amount		\$1,521.00		
*Full loan amount including title fees, this should match the contractual loan amount.				
Payment		\$379.51		
*Verify this is equal to or greater than the contractual payment amount				
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$2,000.00	Monthly	\$2,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$2,000.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$0.00		\$0.00
2	Utilities	\$0.00		\$0.00
3	Insurance	\$140.00		\$140.00
4	Other Expenses (loans, food, etc.)	\$150.00		\$150.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$290.00
Net Monthly Income (Discretionary income in ACV)		\$1,710.00		
Monthly Loan Payment must be at least \$1 less than this amount				
Payment (from Total loan amount)		\$379.51		
<p>You, state(s) as follows:</p> <p>1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and</p> <p>2. You have the</p>				
			Date: <u>11/10/18</u>	
Co-Applicant Signature			Date: _____	

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Ronald [REDACTED]</u>	Date of Loan: <u>11/10/18</u>
Co-Borrower Name: _____	Loan Number: <u>1269-2025-3249</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>2000</u>	\$ <u>2000</u>

VERIFICATION	
Acceptable income documentation was collected	<u>KC</u>
Gross monthly income has been accurately calculated	<u>KE</u>
Borrower's gross monthly income matches on Income documentation, income calculation, and Income & Expense Wkst	<u>KA</u>

Borrower Attestation

By signing below, I provide any of the supplemental income documentation listed above and can only submit a written statement if required by Nevada Revised Statute 604A and NAC 604A.

[Signature]
(Borrower Signature)

11/10/18
(Date)

Income Attestation Statement

I, Ronald [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

[Signature]
Signature

11/10/18
Date

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Contact Information

2/15/2019

Company: Titlemax - Stores (314391 Internet)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2002 Ford F150 XLT Supercab

MSRP: \$23,560

VIN: [REDACTED] 5189

Adj. State: National

Fin Adv: \$2,975

UVC: 2002300214

Mileage: 0

Equip Ret: \$27,600

MPG: 17/21

Mileage Cat: G

Tire Size: 235/70R16

Weight: 6250

Cylinders: 8

Base HP: 202 @ 4800

Fuel Type: Gas

Transmission: A

Taxable HP: 41.5

Wheelbase: 138.5

Drive Train: RWD

Model Number: X17

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

Price Includes: AT AC

Wholesale Black Book values as of 2/15/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$3,000	\$1,450	\$800
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,000	\$1,450	\$800

Trade In Black Book values as of 2/15/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$3,090	\$1,540	\$780
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,090	\$1,540	\$780

Retail Black Book values as of 2/15/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$6,050	\$4,025	\$3,075
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$6,050	\$4,025	\$3,075

Black Book Add/Deducts

5.4L V8 +300
6 Cylinder -100
Sport Package +100
w/o AT - Exc Diesel -650
w/o Factory Air -100

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 6530 S. DECATUR BLVD, #100 LAS VEGAS, NV 89118		Loan Date: 02/15/2019 Loan Number: 11269-2335-35773302 Lender Customer Service: (702) 361-3555	
Borrower: RONALD [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2002	Motor Vehicle Make: Ford	Motor Vehicle Model: F150	Motor Vehicle ID #: [REDACTED] 5189

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 191.88%	The dollar amount the credit will cost me. \$722.04	The amount of credit provided to me or on my behalf. \$1,000.62	The amount I will have paid after I have made all payments as scheduled. \$1,722.66

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$246.10	03/17/2019
1	\$246.10	04/16/2019
1	\$246.10	05/16/2019
1	\$246.10	06/15/2019
1	\$246.10	07/15/2019
1	\$246.10	08/14/2019
1	\$246.06	09/13/2019

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$1,000.62

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,000.62

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,000.62 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 191.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause.</p> <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	<p>For Disputes subject to this Clause, I give up my right to:</p> <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: RONALD [REDACTED]

DocuSigned by:

Ronald

FB819809EEC4438...

Borrower Signature

2/15/2019

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

Karla Caro

By:

9C94C5CCA572429...

Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

Income and Expense Worksheet			
Applicant Name:		Ronald [REDACTED]	
Co-Applicant Name:			
Total Loan Amount		\$1,000.62	
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>			
Payment		\$258.03	
<small>*Verify this is equal to or greater than the contractual payment amount</small>			
Income			
	Income Type/Source	Amount	Pay Frequency
1		\$2,000.00	Monthly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
		Gross Monthly Income TOTAL:	\$2,000.00
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$0.00	\$0.00
2	Utilities	\$0.00	\$0.00
3	Insurance	\$140.00	\$140.00
4	Other Expenses (loans, food, etc.)	\$150.00	\$150.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00	\$0.00
		Gross Monthly Expense TOTAL:	\$290.00
Net Monthly Income <small>(Discretionary income in ACV)</small>		\$1,710.00	
<small>Monthly Loan Payment must be at least \$1 less than this amount</small>			
Payment <small>(from Total loan amount)</small>		\$258.03	
You, state(s) as follows: 1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and 2. You have the authority to sign this document.			
Applicant Signature <u>[Signature]</u> Date: <u>2/15/19</u>			
Co-Applicant Signature _____		Date: _____	
<small>Employee use only</small>			
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount" 2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount			
Employee Signature <u>[Signature]</u>		Date: _____	

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Ronald [REDACTED]	Date of Loan:	2/15/19
Co-Borrower Name:		Loan Number:	11269-2335-35773302

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub OR bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement OR copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>2000</u> = _____	\$ <u>2000</u>

VERIFICATION	
Acceptable income documentation was collected	KC
Gross monthly income has been accurately calculated	KC
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	KC

Borrower Attestation

By signing below, I attest that I am the Borrower and I agree to provide any of the supplemental income documentation listed above and can only submit a written statement if I am unable to provide the documentation required by Nevada Revised Statute 604A and NAC 604A.

Ronald [REDACTED]
(Borrower Signature)

2/15/19
(Date)

000198

000198

Income Attestation Statement

I, Ronald [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

[Signature]
Signature

2/15/19
Date

000199

000199

RONALD [REDACTED] (*****2498)

Loan Detail

[\[View all Loans\]](#)

Loan ID: 11269-2025-32997492	Balance: \$0.00	Pmt Account: N/A
Model: NV 210-P	Principal: \$0.00	# of Pmts: 7
Status: Refinance	Fees: \$0.00	LF Orig Store:
Sub-Status: None	Earned Principal: N/A	Originated: 11/10/2018
	Earned Fees: N/A	Due Date: 04/09/2019
Store: 11269 TITLEMAX OF LAS VEGAS, NV #13		Late: Not Late
		Last Full Payment: 02/15/2019
Assigned Collector: N/A		Recent: 585 Days

[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
11/10/2018	New Loan	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
11/10/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
11/10/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,500.00
11/10/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,521.00
11/28/2018	Interest - Interest	\$0.00	\$143.93	\$0.00	\$0.00	\$143.93	\$1,664.93
11/28/2018	Payment	(\$106.07)	(\$143.93)	\$0.00	\$0.00	\$250.00	\$1,414.93
	Tender: Bank Card - 024225					\$250.00	
	Interest - Interest	\$0.00	(\$143.93)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$85.07)	\$0.00				
12/10/2018	Interest - Interest	\$0.00	\$89.26	\$0.00	\$0.00	\$89.26	\$1,504.19

12/10/2018	Payment	(\$60.74)	(\$89.26)	\$0.00	\$0.00	\$150.00	\$1,354.19
	Tender: Bank Card - 065513					\$150.00	
	Interest - Interest	\$0.00	(\$89.26)				
	New Loan	(\$60.74)	\$0.00				
12/22/2018	Interest - Interest	\$0.00	\$85.43	\$0.00	\$0.00	\$85.43	\$1,439.62
12/22/2018	Payment	(\$353.57)	(\$85.43)	\$0.00	\$0.00	\$439.00	\$1,000.62
	Tender: Bank Card - 013435					\$439.00	
	Interest - Interest	\$0.00	(\$85.43)				
	New Loan	(\$353.57)	\$0.00				
02/15/2019	Interest - Interest	\$0.00	\$289.31	\$0.00	\$0.00	\$289.31	\$1,289.93
02/15/2019	Payment	\$0.00	(\$289.31)	\$0.00	\$0.00	\$289.31	\$1,000.62
	Tender: Bank Card - 026540					\$289.31	
	Interest - Interest	\$0.00	(\$289.31)				
02/15/2019	Refinance	(\$1,000.62)	\$0.00	\$0.00	\$0.00	\$1,000.62	\$0.00
	New Loan	(\$1,000.62)	\$0.00				

RONALD [REDACTED] (*****2498)

Loan Detail

[\[View all Loans\]](#)

Loan ID: [11269-2335-35773302](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 02/15/2019
 Earned Fees: N/A **Due Date:** 06/15/2019
Store: 11269 **Late:** Not Late
 TITLEMAX OF **Last Full Payment:** 05/07/2019
 LAS VEGAS, NV #13
Parent Loan ID: [11269-2025-32997492](#) **Recent:** 504 Days
Assigned Collector: N/A

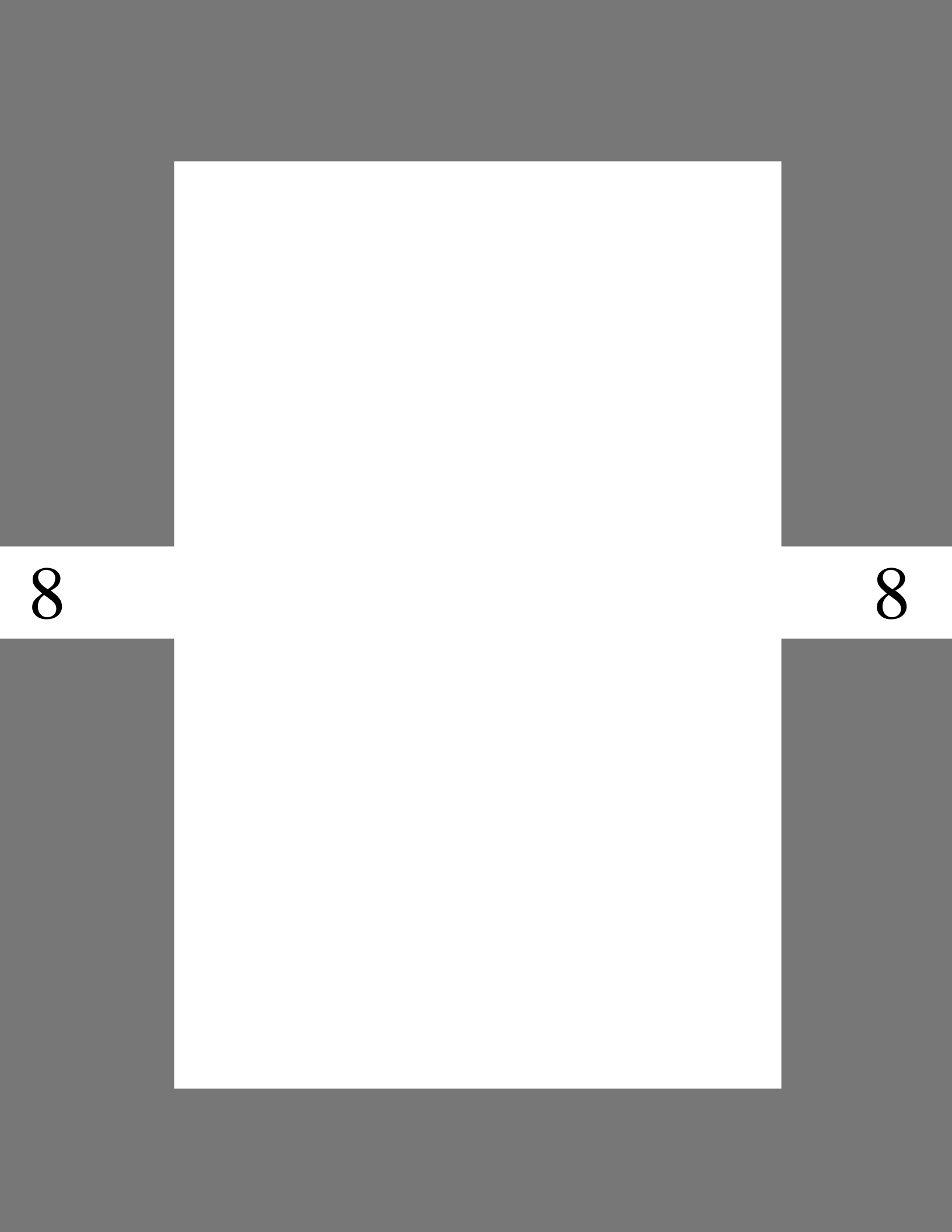
[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
02/15/2019	New Loan	\$1,000.62	\$0.00	\$0.00	\$0.00	\$1,000.62	\$1,000.62
02/15/2019	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.62	\$1,000.62
03/18/2019	Interest - Interest	\$0.00	\$163.07	\$0.00	\$0.00	\$163.07	\$1,163.69
03/18/2019	Payment	(\$412.93)	(\$163.07)	\$0.00	\$0.00	\$576.00	\$587.69
	Tender: Bank Card - 006380					\$576.00	
	Interest - Interest	\$0.00	(\$163.07)				
	New Loan	(\$412.93)	\$0.00				
05/07/2019	Interest - Interest	\$0.00	\$154.47	\$0.00	\$0.00	\$154.47	\$742.16
05/07/2019	Payment	\$0.00	(\$100.00)	\$0.00	\$0.00	\$100.00	\$642.16
	Tender: Bank Card - 054013					\$100.00	
	Interest - Interest	\$0.00	(\$100.00)				
05/07/2019	Payment	(\$345.53)	(\$54.47)	\$0.00	\$0.00	\$400.00	\$242.16
	Tender: Bank Card - 020788					\$400.00	

	Interest - Interest	\$0.00	(\$54.47)				
	New Loan	(\$345.53)	\$0.00				
05/10/2019	Interest - Interest	\$0.00	\$3.82	\$0.00	\$0.00	\$3.82	\$245.98
05/10/2019	Pay Off	(\$242.16)	(\$3.82)	\$0.00	\$0.00	\$245.98	\$0.00
	Tender: Bank Card - 002580					\$245.98	
	Interest - Interest	\$0.00	(\$3.82)				
	New Loan	(\$242.16)	\$0.00				



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8

Contact Information

2/16/2018

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

Telephone: 404-542-6618
 Fax:

Notes

Vehicle Info For 2004 Honda Pilot EX-L 4D SUV 4WD

MSRP: \$30,870	VIN: [REDACTED] 2424	Adj. State: National
Fin Adv: \$4,525	UVC: 2004360108	Mileage: 0
Equip Ret: \$32,138	MPG: 17/22	Mileage Cat: F
Tire Size: 235/70R16	Weight: 4439	Cylinders: 6
Base HP: 240 @ 5400	Fuel Type: Gas	Transmission: A
Taxable HP: 29.5	Wheelbase: 106.3	Drive Train: 4WD
Model Number: YF1854ENW	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 2/16/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,575	\$2,625	\$1,575
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,575	\$2,625	\$1,575

Trade In Black Book values as of 2/16/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,690	\$2,740	\$1,540
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,690	\$2,740	\$1,540

Retail Black Book values as of 2/16/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$7,625	\$5,300	\$3,950
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$7,625	\$5,300	\$3,950

Black Book Add/Deducts

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 3810 BLUE DIAMOND ROAD #150 LAS VEGAS, NV 89139		Loan Date: 02/16/2018 Loan Number: 11169-1341-18859060 Lender Customer Service: 1-800-804-5368	
Borrower: ANGELA [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2004	Motor Vehicle Make: Honda	Motor Vehicle Model: Pilot	Motor Vehicle ID #: [REDACTED] 2424

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 203.88%	The dollar amount the credit will cost me. \$1,473.18	The amount of credit provided to me or on my behalf. \$1,908.00	The amount I will have paid after I have made all payments as scheduled. \$3,381.18

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$483.03	03/18/2018
1	\$483.03	04/17/2018
1	\$483.03	05/17/2018
1	\$483.03	06/16/2018
1	\$483.03	07/16/2018
1	\$483.03	08/15/2018
1	\$483.00	09/14/2018

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$21.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$1,887.00
Plus: Amount paid on my account(s) with Lender	\$0.00

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,908.00

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,908.00 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 203.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " <i>Disputes</i> " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	Arbitrations must be conducted under this Clause. The arbitration company will be either: <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<p>2. Have a court, other than a small claims court, decide Disputes.</p> <p>3. Serve as a private attorney general or in a representative capacity.</p> <p>4. Join a Dispute I have with a dispute by other consumers.</p> <p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. If can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: ANGELA [REDACTED]

DocuSigned by:

Angela [REDACTED]

2FAEC72524F74F1...

Borrower Signature

2/16/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

Jasmine Bishop

By: [REDACTED]

5DD2EA3E90C749D...

Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Angela [REDACTED]</u>	Date of Loan: <u>2/16/18</u>
Co-Borrower Name: _____	Loan Number: <u>111001-B41-10050000</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>4000</u> = _____	\$ <u>4000</u>

VERIFICATION	
Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature) _____

(Date) _____

Income and Expense Worksheet				
Applicant Name:		ANGLEA [REDACTED]		
Co-Applicant Name:				
Requested Loan Amount		\$3,000.00		
Payment (For Requested Amount)		\$723.86		
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$4,000.00	MONTHLY	\$4,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$4,000.00
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$824.00		\$824.00
2	Utilities	\$69.00		\$69.00
3	Insurance	\$198.00		\$198.00
4	Other Expenses (loans, food, etc.)	\$75.00		\$75.00
5	Additional Title loans	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,166.00
Net Monthly Income				\$2,834.00

You, state(s) as follows:

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

Angela [REDACTED]
Applicant Signature

Date: Feb 16, 2018

Co-Applicant Signature

Date: _____

Income Attestation Statement

I, Angela [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Angela [REDACTED]
Signature

Feb 16, 2018
Date

000215

000215

Contact Information

6/20/2018

Company: Titlemax - Stores (314391 Internet)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2004 Honda Pilot EX-L 4D SUV 4WD

MSRP: \$30,870	VIN: [REDACTED] 2424	Adj. State: National
Fin Adv: \$4,325	UVC: 2004360108	Mileage: 0
Equip Ret: \$32,138	MPG: 17/22	Mileage Cat: F
Tire Size: 235/70R16	Weight: 4439	Cylinders: 6
Base HP: 240 @ 5400	Fuel Type: Gas	Transmission: A
Taxable HP: 29.5	Wheelbase: 106.3	Drive Train: 4WD
Model Number: YF1854ENW	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 6/20/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,375	\$2,625	\$1,575
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,375	\$2,625	\$1,575

Trade In Black Book values as of 6/20/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,480	\$2,730	\$1,540
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,480	\$2,730	\$1,540

Retail Black Book values as of 6/20/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$7,425	\$5,300	\$3,950
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$7,425	\$5,300	\$3,950

Black Book Add/Deducts

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLEMAX 3810 BLUE DIAMOND ROAD #150 LAS VEGAS, NV 89139		Loan Date: 06/15/2018 Loan Number: 11169-1666-29033507 Lender Customer Service: 1-800-804-5368	
Borrower: ANGELA [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2004	Motor Vehicle Make: Honda	Motor Vehicle Model: Pilot	Motor Vehicle ID #: [REDACTED] 2424

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 203.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,230.72	Amount Financed The amount of credit provided to me or on my behalf. \$1,593.99	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$2,824.71
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$403.54	07/15/2018
1	\$403.54	08/14/2018
1	\$403.54	09/13/2018
1	\$403.54	10/13/2018
1	\$403.54	11/12/2018
1	\$403.54	12/12/2018
1	\$403.47	01/11/2019

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$1,593.99

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,593.99

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,593.99 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 203.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

a. I will keep the Vehicle in good condition and repair.

- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.
- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

- a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.
- b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.
- c. If Defending Party asks for more information about the dispute, Claimant must give it.
- d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " Dispute " has a broad meaning. " Dispute " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and

		disagreements that usually would be resolved in court. "Dispute" also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. "Related Parties" also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes that involve Lender (or a Related Party) and me. But, " Disputes " does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or Any other company the parties choose together. <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause.</p> <p>The TPA will be selected under the arbitration company's rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	<p>For Disputes subject to this Clause, I give up my right to:</p> <ol style="list-style-type: none"> 1. Have a jury decide Disputes.

		<ol style="list-style-type: none"> 2. Have a court, other than a small claims court, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</p>
Can I or anyone else start class arbitration?	No	The TPA may not handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER: ANGELA [REDACTED]

DocuSigned by:
Angela [REDACTED]
2FAEC72524F74F1...

Borrower Signature

6/15/2018

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Cassandra Arkebauer
By: [REDACTED]
DB0FA3DC756C491...
Duly Authorized

Co-Borrower Signature

Date

LENDER HAS PLEDGED THIS NOTE AS COLLATERAL AND GRANTED A SECURITY INTEREST HEREIN TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>Angela [REDACTED]</u>	Date of Loan: <u>6-15-2018</u>
Co-Borrower Name: _____	Loan Number: <u>1666-29033507</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>4000</u> = _____	\$ <u>4000</u>

VERIFICATION		
Acceptable income documentation was collected	<input checked="" type="checkbox"/>	
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>	

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a [REDACTED] as required by Nevada Revised Statute 604A and NAC 604A.

Angela [REDACTED]
(Borrower Signature)

June 15, 2018
(Date)

TM.TB.NV-Income Documentation and Requirements Checklist-V3-8.4.2017

Income and Expense Worksheet			
Applicant Name:		Angela [REDACTED]	
Co-Applicant Name:			
Total Loan Amount		\$1,593.99	
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>			
Payment		\$397.58	
<small>*Verify this is equal to or greater than the contractual payment amount</small>			
Income			
	Income Type/Source	Amount	Sub-Monthly Total:
1	Mary Kay	\$4,000.00	Monthly
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
Gross Monthly Income TOTAL:			\$4,000.00
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$824.00	
2	Utilities	\$69.00	
3	Insurance	\$198.00	
4	Other Expenses (loans, food, etc.)	\$75.00	
5	Additional Title loans	\$0.00	
Gross Monthly Expense TOTAL:			\$1,166.00
Net Monthly Income (Discretionary income in ACV)		\$2,834.00	
<small>Monthly Loan Payment must be at least \$1 less than this amount</small>			
Payment (from Total loan amount)		\$397.58	
<p>You, state(s) as follows:</p> <p>1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and</p> <p>2. You have the ability to [REDACTED]</p>			
<p><i>Angela [REDACTED]</i></p> <p>Applicant Signature</p>		<p>Date: <u>June 15, 2018</u></p>	
<p>Co-Applicant Signature</p>		<p>Date: _____</p>	

000226

000226

Income Attestation Statement

I, Angela [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

Angela [REDACTED]
Signature

June 15, 2018
Date

000227

000227

ANGELA [REDACTED] (*****4302)

Loan Detail

[\[View all Loans\]](#)

Loan ID:	11169-1341-18859060	Balance:	\$0.00	Pmt Account:	N/A
		Principal:	\$0.00	# of Pmts:	7
Model:	NV 210-P	Fees:	\$0.00	LF Orig Store:	
Status:	Refinance	Earned Principal:	N/A	Originated:	02/16/2018
Sub-Status:	None	Earned Fees:	N/A	Due Date:	07/16/2018
	11169			Late:	Not Late
Store:	TITLEMAX OF LAS VEGAS, NV #12			Last Full Payment:	06/15/2018
Assigned Collector:	N/A			Recent:	830 Days

[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
02/16/2018	New Loan	\$1,887.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,887.00
02/16/2018	Disburse to Customer (V: 02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,887.00
02/16/2018	Disburse to Other (V: 02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,887.00
02/16/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,908.00
02/16/2018	Disburse to Customer (V: 02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,908.00
02/16/2018	Disburse to Customer (V: 02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,908.00
02/16/2018	Disburse to Customer (V: 02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,908.00

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02/16/2018	Disburse to Customer (V:02/16/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,908.00
.....							
02/16/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.00	\$1,908.00
02/16/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,908.00
03/23/2018	Interest - Interest	\$0.00	\$373.02	\$0.00	\$0.00	\$373.02	\$2,281.02
03/23/2018	Payment	(\$110.98)	(\$373.02)	\$0.00	\$0.00	\$484.00	\$1,797.02
	Tender: Cash					\$484.00	
	Interest - Interest	\$0.00	(\$373.02)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$89.98)	\$0.00				
04/20/2018	Interest - Interest	\$0.00	\$281.06	\$0.00	\$0.00	\$281.06	\$2,078.08
04/20/2018	Payment	(\$201.97)	(\$281.06)	\$0.00	\$0.00	\$483.03	\$1,595.05
	Tender: Cash					\$483.03	
	Interest - Interest	\$0.00	(\$281.06)				
	New Loan	(\$201.97)	\$0.00				
06/15/2018	Interest - Interest	\$0.00	\$498.94	\$0.00	\$0.00	\$498.94	\$2,093.99
06/15/2018	Payment	(\$1.06)	(\$498.94)	\$0.00	\$0.00	\$500.00	\$1,593.99
	Tender: Cash					\$500.00	
	Interest - Interest	\$0.00	(\$498.94)				
	New Loan	(\$1.06)	\$0.00				
06/15/2018	Refinance	(\$1,593.99)	\$0.00	\$0.00	\$0.00	\$1,593.99	\$0.00
	New Loan	(\$1,593.99)	\$0.00				

ANGELA [REDACTED] (*****4302)

Loan Detail

[\[View all Loans\]](#)

Loan ID: [11169-1666-29033507](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 06/15/2018
 Earned Fees: N/A **Due Date:** 08/14/2018
Store: 11169 **Late:** Not Late
 TITLEMAX OF **Last Full Payment:** 07/13/2018
 LAS VEGAS, NV #12
Parent Loan ID: [11169-1341-18859060](#) **Recent:** 802 Days
Assigned Collector: N/A

[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
06/15/2018	New Loan	\$1,593.99	\$0.00	\$0.00	\$0.00	\$1,593.99	\$1,593.99
06/15/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$1,593.99	\$1,593.99
07/13/2018	Interest - Interest	\$0.00	\$249.30	\$0.00	\$0.00	\$249.30	\$1,843.29
07/13/2018	Pay Off	(\$1,593.99)	(\$249.30)	\$0.00	\$0.00	\$1,843.29	\$0.00
	Tender: Cash					\$1,843.29	
	Interest - Interest	\$0.00	(\$249.30)				
	New Loan	(\$1,593.99)	\$0.00				

9

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Contact Information

4/6/2020

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

Telephone: 404-542-6618
 Fax:

Notes

Vehicle Info For 2001 Mazda 626 LX 4D Sedan

MSRP: \$18,735	VIN: [REDACTED] 1456	Adj. State: National
Loan Value: \$1,400	UVC: 2001540026	Mileage: 0
Equip Ret: \$20,295	MPG: 26/32	Mileage Cat: B
Tire Size: 205/60R15	Weight: 2864	Cylinders: 4
Base HP: 125 @ 5500	Fuel Type: Gas	Transmission: A
Taxable HP: 17.1	Wheelbase: 105.1	Drive Train: FWD
Model Number: 626LX	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 4/6/2020

	X-CL	Clean	Average	Rough
Base	N/A	\$1,425	\$550	\$400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,425	\$550	\$400

Trade In Black Book values as of 4/6/2020

	X-CL	Clean	Average	Rough
Base	N/A	\$1,475	\$600	\$400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,475	\$600	\$400

Retail Black Book values as of 4/6/2020

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	X-CL	Clean	Average	Rough
Base	N/A	\$4,075	\$2,450	\$2,125
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,075	\$2,450	\$2,125

Black Book Add/Deducts

V6 +125
w/o Auto Trans -350

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NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: <u>[Signature]</u>	Date of Loan: <u>04/06/2020</u>
Co-Borrower Name: <u>N/A</u>	Loan Number: <u>139093316</u>

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub <u>OR</u> bank statement with income deposit	<input type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ <u>1721.68</u> x 26 = \$ _____ / 12 = <u>3736.81</u>	\$ <u>3736.81</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

[Signature]
(Borrower Sign)

4-6-20
(Date)

Income and Expense Worksheet for New Loans & Refinance/Add-Ons				
Applicant Name:		JUAN [REDACTED]		
Co-Applicant Name:		N/A		
Total Loan Amount		\$227.14		
<small>*Full loan amount including title fees. This should match the contractual loan amount.</small>				
Payment		\$62.58		
<small>*Verify this is equal to or greater than the contractual payment amount</small>				
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	WYNN RESORT	\$1,724.68	Bi-Weekly	\$3,736.81
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$3,736.81
Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$475.00		\$475.00
2	Utilities	\$0.00		\$0.00
3	Insurance	\$55.00		\$55.00
4	Other Expenses (loans, food, etc.)	\$225.00		\$225.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
		Gross Monthly Expense TOTAL:		\$755.00
Net Monthly Income (Discretionary income in ACV)		\$2,981.81		
<small>Monthly Loan Payment must be at least \$1 less than this amount</small>				
Payment (from Total loan amount)		\$62.58		
<p>You, state(s) as follows:</p> <p>1. I, under penalty of perjury, do hereby swear that the income and expense details provided by me are true, accurate, and factually correct; any misrepresentation of factual data above is solely my responsibility.</p> <p>2. I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.</p>				
<input type="checkbox"/> I am unable to provide income verification documents. <input type="checkbox"/> I have provided income verification documents.				
<u>[Signature]</u> Applicant Signature		Date: <u>4-6-20</u>		
Co-Applicant Signature		Date: _____		
Employee use only				
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount" 2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount 3. Please verify and attest that proper income verification documents have been collected where available.				
Employee Signature <u>[Signature]</u>		Date: <u>04/06/2020</u>		

TM/TB-NV-Income & Expense Wkst 6-2-11.0020

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Paystub/Juan

J

Mon 4/6/2020 10:34 AM

To: TM-LasVegas-NV36 13969 <TM-LasVegas-NV36@titlemax.biz>

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Wynn Las Vegas, Ltd. 3500 S Las Vegas Blvd Las Vegas, NV 89109 (702) 791-7000		Pay Group: RNC-Restaurant, Alternative 301 V Pay Begin Date: 2020-03-29 Pay End Date: 2020-03-29		Employee Code: 22760 Employee Name: JUAN JUANES Check Date: 2020-03-29	
Employee ID: [REDACTED] Department: [REDACTED] Location: [REDACTED] Job Title: [REDACTED] Pay Rate: \$14.70/hour Weekly		TAX DATA: Federal: [REDACTED] State: [REDACTED] Local: [REDACTED] Adm. Fee: [REDACTED] Adm. Rate: [REDACTED]		Federal: [REDACTED] State: [REDACTED] Local: [REDACTED] Adm. Fee: [REDACTED] Adm. Rate: [REDACTED]	
EARNINGS AND DEDUCTIONS					
Earnings					
DESCRIPTION	RATE	AMOUNT	YTD	DESCRIPTION	AMOUNT
Regular Pay, Full Property	\$14.70/hour	\$1,054.00	\$1,054.00	Federal Tax	\$161.58
Additional Pay, Off Property				State Tax	\$24.95
Holiday		\$449.00	\$449.00	Local Tax	\$184.40
Salaried		\$25.00	\$25.00	Fed FICA Social Sec	\$64.50
Tip - Adult Guest		\$25.00	\$25.00	Fed FICA Medicare	\$37.25
Tip - Complimentary		\$25.00	\$25.00	Fed OASDI RETE	\$6.00
YTD Total		\$1,579.00	\$1,579.00		
Deductions					
DESCRIPTION	RATE	AMOUNT	YTD	DESCRIPTION	AMOUNT
Federal Tax		\$161.58	\$161.58	Health Insurance	\$40.00
State Tax		\$24.95	\$24.95	Cashier Training Fund	\$25.00
Local Tax		\$184.40	\$184.40	Tip - Employee Liquid Assets	\$40.00
Fed FICA Social Sec		\$64.50	\$64.50	ETPL	\$10.00
Fed FICA Medicare		\$37.25	\$37.25	Cashier Pension	\$10.00
Fed OASDI RETE		\$6.00	\$6.00	Health & Welfare	\$10.00
				Cashier Housing Fund	\$40.00
TOTAL: \$1,579.00					
NET PAY: \$1,317.50					
GROSS PAY: \$1,579.00					
TAXES: \$261.50					
DEDUCTIONS: \$0.00					
TOTAL: \$1,317.50					

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<https://outlook.office365.com/mail/inbox/id/AAQkADkzMDBINzNkLWJkNjgtNGY3MS0...> 4/6/2020

Income Attestation Statement

I, DUAN [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

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Duan [REDACTED]
Signature

4-6-20
Date

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TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 6795 W. TROPICANA AVENUE SUITE 140 LAS VEGAS, NV 89103		Loan Date: 04/06/2020 Loan Number: 13969-3316-51007043 Lender Customer Service: (702) 221-1050	
Borrower: JUAN [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2001	Motor Vehicle Make: Mazda	Motor Vehicle Model: 626	Motor Vehicle ID #: [REDACTED] 1456

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 191.88%	The dollar amount the credit will cost me. \$163.88	The amount of credit provided to me or on my behalf. \$227.14	The amount I will have paid after I have made all payments as scheduled. \$391.02

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$55.87	05/06/2020
1	\$55.87	06/05/2020
1	\$55.87	07/05/2020
1	\$55.87	08/04/2020
1	\$55.87	09/03/2020
1	\$55.87	10/03/2020
1	\$55.80	11/02/2020

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$0.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:

Amount given to me directly:	\$0.00
Plus: Amount paid on my account with Lender (loan # 13969-2733-44613132)	\$227.14
Plus: Amount paid to public official for Lien Filing Fee	\$0.00

Plus: Amounts paid to other parties on my behalf

Payment to: N/A

\$0.00

Payment to: N/A

\$0.00

Equals: Amount Financed/Principal Loan Amount

\$227.14

1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$227.14 plus interest. I also promise to pay all other fees and charges in this Note. I must pay the amounts on or before the Payment Due Dates in the Payment Schedule above. If this Note is signed by more than one Borrower, each Borrower agrees to be liable to Lender jointly, and each Borrower will also be liable to Lender individually, for the Loan and other obligations under this Note. In its discretion, consistent with Chapter 604A, Lender may offer a grace period for repayment.

2. **Interest; Application of Payments; Prepayment:** Interest will accrue daily on the outstanding principal balance. The interest rate is 191.8800 % per year. Interest accrues from the Loan Date until the first to occur of (a) the Loan is paid in full, and (b) the final Payment Due Date. Interest accrues based on the number of days elapsed over a 365-day year. Lender calculates and charges interest, including interest on past due principal, as permitted by Chapter 604A. If any finance charge or other fee is held invalid, the remainder shall remain in effect. Lender applies payments first to unpaid interest, then to fees, and then to unpaid principal. The Payment Schedule and Finance Charge disclosed above, which assume that I pay all installments in full on the Payment Due Dates, ratably and fully amortize the entire principal and interest payable under this Note. I may request a payoff and prepay this Loan at any time without penalty. I will owe less interest if I pay early or prepay. The timing and amount of my payments on the Loan will impact the amount of my final payment. The original term of this Loan is 210 days. Time is of the essence under this Note.

3. **Usury Savings Clause:** Lender does not intend to charge or receive any rate or charge higher than Nevada law allows. The rate and charges under this Note will never exceed the highest lawful rate or charge. Lender will promptly refund or credit to my Loan any unlawful excess amount. Lender will reduce any excessive rate or charge to the maximum lawful rate or charge.

4. **Loan Funding and Payment; Refinance:** Lender will fund the proceeds of the Loan by check. Lender may offer other funding methods in its discretion. The Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

5. **Lien Filing Fee:** Lender charges a Lien Filing Fee in the amount shown above, which is the amount paid to public officers for filing or recording an instrument securing the Loan in the proper public office.

6. **Right to Rescind:** As permitted by Chapter 604A, I may rescind this Note, without cost, no later than the close of business on the first business day after the Loan Date by returning the Amount Financed to Lender at the store at which I obtained the Loan. Upon the timely cancellation and return of the Amount Financed, Lender will credit my account for any accrued interest and any Lien Filing Fee charged, cancel the Loan, and mark it paid-in-full. If I do not cancel this Note in compliance with this Section 6, the Loan and this Note remain in full force and effect.

7. **Collateral; Security Agreement; Co-Owner Obligations:** To secure this Note and my obligations hereunder, I grant to Lender a security interest in the Collateral. "Collateral" means the Vehicle and all Vehicle improvements, attachments, insurance proceeds and refunds and sale proceeds. I am the only owner of the Collateral. The Collateral is not stolen. The Collateral has no liens. Lender may file any documents and take any actions to ensure Lender's security interest in the Collateral. I am giving Lender the Title to the Vehicle on which to record Lender's lien. If Lender asks, I will sign other documents and take other actions to support Lender's security interest. Upon payment in full, Lender will release its lien on the Vehicle.

As a condition to Lender making this Loan, any co-owner of the Vehicle who is not a Borrower under this Note must execute a separate Co-Owner Consent, Grant of Security Interest, and Waiver of Jury Trial and Arbitration Agreement to grant to Lender a security interest in the Vehicle. Any co-owner who is not a Borrower under this Note shall not be personally obligated to Lender for satisfying Borrower's obligations under this Note.

8. **Promises About the Collateral:** At all times while I owe any amount under this Note:

- a. I will keep the Vehicle in good condition and repair.
- b. I will pay all taxes and charges on the Vehicle.
- c. I will not abuse the Vehicle.

- d. I will not allow damage, destruction, theft, loss or impound of the Vehicle.
- e. I will tell Lender immediately if the Vehicle is damaged, destroyed, stolen, lost or impounded.
- f. I will not use the Vehicle for illegal or business purposes.
- g. I will let Lender inspect the Vehicle from time to time.
- h. I will not sell or transfer any interest in the Collateral.
- i. I will not remove the Vehicle from the U.S. without Lender's written consent.
- j. I will not permanently remove the Vehicle from my home state without Lender's written consent.
- k. I will tell Lender immediately if I move or change my telephone number.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

9. **Risk of Loss:** I am liable for Vehicle damage and loss. I hold Lender harmless for all claims and costs arising from my using the Vehicle. This includes all judgments, attorneys' fees, court costs and expenses.

10. **Events of Default; Grace Periods:** I will be in default under this Note if I fail to make any payment when due or within any grace period offered to me by Lender. Lender offers a thirty (30) day grace period following each Payment Due Date, wherein I may pay the scheduled payment amount for such Payment Due Date without being considered in default. Should I not pay the full amount of the scheduled payment owing for a Payment Due Date within the grace period for such payment, I will be in default.

11. **Lender's Rights After Default; Repayment Plan:** Lender's rights after default are cumulative and not exclusive. If I default, Lender may declare all amounts outstanding under the Note immediately due and payable, and I must pay such amounts. **If I default hereunder, and I am not eligible to enter into a Repayment Plan or I choose not to accept a Repayment Plan, or if I default in my obligations under a Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process.** I may turn over the Vehicle to Lender any time after default. I agree to pay Lender reasonable attorneys' fees and costs if Lender brings suit to enforce my obligations under this Note. Lender also may seek any other legal or equitable relief available under Nevada law. In exercising its rights, Lender must always act lawfully and without breaching the peace. Lender may waive my default and consider my account in good standing if I bring the account current or make satisfactory payment arrangements with Lender.

If I default on the Loan, Lender must offer a Repayment Plan to me before commencing any civil action or process of alternative dispute resolution or repossessing the Vehicle.

If I default under this Note and am eligible to enter into a Repayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and I must agree to the Repayment Plan within 30 days of my default. Lender is not required to offer me more than one Repayment Plan for the Loan. Any Repayment Plan Lender offers me will have a minimum term of 90 days and may require me to make an initial payment of not more than 20% of the total amount due. Any Repayment Plan Lender and I enter into will comply in all respects with Chapter 604A. Unless authorized by Nevada law, Lender will not (1) charge any other amount to enter into a Repayment Plan, (2) accept any additional security or collateral to enter into a Repayment Plan, (3) make any other loan to me while a Repayment Plan is in effect, (4) attempt to collect the outstanding account balance or repossess the Vehicle during a Repayment Plan unless I default thereunder, or (5) attempt to collect an amount that is greater than what I owe under the Repayment Plan.

12. **Vehicle Repossession:** If Lender repossesses the Vehicle, the following applies:

- a. **Notice.** Lender will send notice at least 10 days before selling the Vehicle. The notice will tell me how to buy back the Vehicle. To buy back the Vehicle, I must pay all I owe under the Note.
- b. **Vehicle Buy Back.** I may buy back the Vehicle at any time before Lender sells it. If I do not buy it back before Lender sells it, I lose all rights in the Collateral.
- c. **Sale.** If I do not buy back the Vehicle, Lender will sell the Vehicle at a private or public sale. Lender will apply the sale proceeds in accordance with Nevada law.
- d. **Surplus or Deficiency.** If there is money left, Lender will pay it to me. If there is not enough money to pay what I owe, Lender may require me to pay what is still owed.
- e. **Costs.** I agree to pay Lender reasonable costs to take, store, prepare for sale, and sell the Vehicle.

13. **Limited Recourse:** If Lender takes and sells the Vehicle, Lender will not sue me for the Loan balance unless I have (i) wrongfully prevented the repossession and sale of the Vehicle by any means or (ii) damaged or otherwise committed or permitted waste on the Vehicle. Lender may also pursue me if I have engaged in fraud or have wrongfully transferred any interest in the Vehicle while the Loan is outstanding.

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone

else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

15. **Communications:** Send *all* correspondence to Lender to TitleMax of Nevada, Inc., Legal Department, P.O. Box 8323, Savannah, Georgia 31412 (the "**Notice Address**"). Send *all* correspondence to me to my address above or any other address I give to Lender in writing (the "**Borrower Address**"). This Section 15 covers all correspondence between Lender and Borrower, including correspondence after default or Borrower's bankruptcy.

16. **Notice and Cure:** Before suing or starting arbitration about (i) Borrower's credit application, (ii) this Note, (iii) the Vehicle, or (iv) the Loan, each party agrees to do all of the following:

a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.

b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.

c. If Defending Party asks for more information about the dispute, Claimant must give it.

d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

17. **Reporting to Credit Bureaus:** Lender may report information about my Loan to credit bureaus. My credit report may reflect late payments, missed payments or other defaults on my account.

18. **Important Information About Opening Accounts:** To help fight terrorism and money laundering, Lender must identify each person who opens an account. I must give Lender my name, address, date of birth and other requested information and documents, such as my driver's license.

19. **Telephone Recording:** Lender may monitor and record any phone conversation Lender and I have.

20. **Severability:** Invalid terms hereof will be changed to comply with law. Such change will not affect any other term hereof. If a class action suit or class-wide arbitration is allowed, either party may require that a judge (with no jury) hear the dispute. Such judge will apply relevant court rules and procedures.

21. **Successors and Assigns:** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns. Lender may assign all of its rights hereunder. No Borrower may assign its rights hereunder without Lender's written consent.

22. **Governing Law:** This Note and the Loan involve interstate commerce. Nevada law governs this Note, but the Federal Arbitration Act governs the Waiver of Jury Trial and Arbitration Clause in Section 24.

23. **WAIVER OF RIGHT TO TRIAL BY JURY: TRIAL BY JURY IS A CONSTITUTIONAL RIGHT. UNDER CERTAIN CONDITIONS THE LAW ALLOWS PARTIES TO WAIVE THIS RIGHT. LENDER AND I KNOWINGLY AND FREELY WAIVE ALL RIGHTS TO A JURY TRIAL FOR ANY SUIT RELATED DIRECTLY OR INDIRECTLY TO (A) THIS NOTE OR (B) THE LOAN. THIS JURY TRIAL WAIVER WILL NOT CHANGE ANY ARBITRATION CLAUSE TO WHICH LENDER AND I AGREE. SUCH CLAUSE HAS ITS OWN SEPARATE JURY TRIAL WAIVER.**

24. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE:** By signing below, Lender and I agree to this Waiver of Jury Trial and Arbitration Clause, including a waiver of class actions (the "**Clause**"). This Clause is in Q & A form so it is easier to understand. This Clause is a legally binding part of this Note.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " <i>Dispute</i> " has a broad meaning. " <i>Dispute</i> " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and disagreements that usually would be resolved in court. " <i>Dispute</i> " also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. " <i>Related Parties</i> " also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).

What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (“ <i>TPA</i> ”) solves Disputes in a hearing (“ <i>hearing</i> ”). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Is it confidential?	Yes, it can be	Lender or I can ask that arbitration be confidential. That means things people say, and documents and information disclosed as part of the arbitration, will be used only for the arbitration and will not be shared with anyone who is not part of the arbitration. That also means that people involved in the arbitration may be asked to sign a separate confidentiality agreement. Confidential information may be used to appeal or enforce an arbitration award.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan Number and Loan Date and state that I “opt out” of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes involving Lender (or a Related Party) and me. But, “Disputes” does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court to decide, not the TPA. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	A Third Party Arbitrator	Arbitrations must be conducted under this Clause. The TPA will be one of the following: <ul style="list-style-type: none"> • An individual, independent TPA the parties choose together; • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or • Any other arbitration company the parties choose together. No arbitration may be held without Lender’s consent by an arbitration company or TPA that would allow class arbitration under this Clause. Unless Lender and you agree otherwise, the TPA must be a lawyer with 10+ years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company’s consumer arbitration rules will apply. If the parties chose an individual TPA, then such TPA will follow the JAMS consumer arbitration rules, unless the parties mutually agree to an alternative. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers.

		<p>5. Bring or be a class member in a class action or class arbitration.</p> <p>Lender also gives up the right to a jury trial and to have courts decide Disputes Lender wishes to arbitrate.</p>
Can I or anyone else start class arbitration?	No	TPAs <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows a TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
Will anything I do negate this Clause?	No, though I can opt out	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay, or pay the Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS

Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute Notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as Section 16 above requires. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What if I need an accommodation for language or a disability?	Lender shall work with me on accommodations	If I require assistance in a language other than English, or special services to accommodate a disability, Lender and I shall agree to proceed in a way that accommodates my needs.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS

Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually, Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, I cannot get a fee waiver, and I ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.

Can a failure to informally resolve a Dispute mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have the ability to repay the Loan.

26. **Borrower Representations:** By signing this Note:

- a. I promise that all information I gave to Lender in my application is true, complete and correct.
- b. I have read, understand and agree to this entire Note, including the Waiver of Jury Trial and Arbitration Clause in Section 24. I may opt out of arbitration as described in Section 24.
- c. I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
- d. I am 18 years of age or older. I have full legal authority and capacity to sign this Note.
- e. I have received Lender's Privacy Policy.
- f. I am a rightful owner of the Vehicle.
- g. I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- h. I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

27. **Entire Agreement:** This Note is the only agreement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan. Lender and I may change this Note only by a writing signed by all of us.

BORROWER:

II IAN
Docu
F82F3DF729BC4B3...

Borrower Signature

4/6/2020

Date

By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.

LENDER:

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

CO-BORROWER:

N/A

DocuSigned by:
Tiffany Trujillo
By: 86822DA58185415...
Duly Authorized

Co-Borrower Signature

Date

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, CORTLAND CAPITAL MARKET SERVICES LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, EACH AS COLLATERAL AGENT.

Contact Information

9/9/2019

Company: Titlemax - Stores (314391 Internet)

Telephone: 404-542-6618

Contact: Suzanne Gillespie

Fax:

E-Mail: suzanne.gillespie@titlemax.biz

Notes

Vehicle Info For 2001 Mazda 626 LX 4D Sedan

MSRP: \$18,735	VIN: [REDACTED] 22C1	Adj. State: National
Loan Value: \$1,425	UVC: 2001540026	Mileage: 0
Equip Ret: \$20,295	MPG: 26/32	Mileage Cat: B
Tire Size: 205/60R15	Weight: 2864	Cylinders: 4
Base HP: 125 @ 5500	Fuel Type: Gas	Transmission: A
Taxable HP: 17.1	Wheelbase: 105.1	Drive Train: FWD
Model Number: 626LX	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

Wholesale Black Book values as of 9/9/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$1,450	\$550	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,450	\$550	\$350

Trade In Black Book values as of 9/9/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$1,500	\$600	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,500	\$600	\$350

Retail Black Book values as of 9/9/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$4,100	\$2,450	\$2,050
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,100	\$2,450	\$2,050

Black Book Add/Deducts

V6 +125
w/o Auto Trans -350

000245

000245

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	JUAN [REDACTED]	Date of Loan:	09/09/2019
Co-Borrower Name:		Loan Number:	13969-

COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.Verify income documentation is acceptable (as defined by Policy 2.8):

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Verify all documents have the Borrower's name and Agency's name paying benefit	<input type="checkbox"/>	<input type="checkbox"/>
Paystub OR bank statement with income deposit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide ONE of the following:		
Income calculated using monthly gross amount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Benefit Letter (dated within previous 12 months)	<input type="checkbox"/>	<input type="checkbox"/>
Completed VOI/VOE and Income Attestation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Bank statement with benefit deposit (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>
			3. Benefit card statement OR copy of benefit check (dated within previous 40 days)	<input type="checkbox"/>	<input type="checkbox"/>

SELF-EMPLOYED INCOME	Check 1	Check 2
Verify the Borrower's name on all documents. Use ONE option from the following:	<input type="checkbox"/>	<input type="checkbox"/>
Bank statement dated within previous 40 days AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Business Licenses or Registration AND completed Income Attestation	<input type="checkbox"/>	<input type="checkbox"/>
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter	<input type="checkbox"/>	<input type="checkbox"/>

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ 1072.21 x 26 = \$ _____ / 12 = _____	\$ 2323.12
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

Acceptable income documentation was collected	<input checked="" type="checkbox"/>
Gross monthly income has been accurately calculated	<input checked="" type="checkbox"/>
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	<input checked="" type="checkbox"/>

Borrower Attestation

By signing below, I confirm that I am unable to provide any of the supplemental income documentation listed above and can only submit a written representation as allowed by Nevada Revised Statute 604A and NAC 604A.

[Signature]
(Borrower Signature)

9-9-19
(Date)

Income and Expense Worksheet				
Applicant Name:		JUAN [REDACTED]		
Co-Applicant Name:				
Total Loan Amount		\$1,021.00		
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>				
Payment		\$263.23		
<small>*Verify this is equal to or greater than the contractual payment amount</small>				
Income				
#	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$1,072.21	Bi-Weekly	\$2,323.12
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$2,323.12
Expenses				
#	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$475.00		\$475.00
2	Utilities	\$0.00		\$0.00
3	Insurance	\$55.00		\$55.00
4	Other Expenses (loans, food, etc.)	\$225.00		\$225.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
		Gross Monthly Expense TOTAL:		\$755.00
Net Monthly Income (Discretionary income in ACV)		\$1,568.12		
<small>Monthly Loan Payment must be at least \$1 less than this amount</small>				
Payment (from Total loan amount)		\$263.23		
You, state(s) as follows: 1. You have provided us with true and correct information concerning your income, obligations, employment, and ownership of the Vehicle; and 2. You have the ability to repay the loan.				
[Signature] _____ Applicant Signature		Date: <u>9-9-19</u>		
_____ Co-Applicant Signature		Date: _____		
<small>Employee use only</small>				
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount" 2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount				
Employee Signature _____		Date: _____		

Income Attestation Statement

I, JUAN [REDACTED], under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above is solely my responsibility. Furthermore, I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.

000248

Juan [REDACTED]
Signature

9-9-19
Date

000248

Wynn Las Vegas, LLC
3131 S Las Vegas Blvd
Las Vegas, NV 89109
702-770-7000

Pay Group: HN2-Hourly, Alternate W/LV
Pay Begin Date: 2019-08-19
Pay End Date: 2019-09-01

Business Unit: 22700
Check #: 000000005576865
Check Date: 2019-09-06

Employee ID: [REDACTED] Department: [REDACTED] Location: [REDACTED] Job Title: [REDACTED] Pay Rate: [REDACTED]	TAX DATA:		Federal	NV State
	Marital Status:		Single	N/A
	Allowances:		1	0
	Addl. Pct:			
	Addl. Amt:			

HOURS AND EARNINGS						TAXES		
Description	Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings	Description	Current	YTD
Regular	14.440000	73.25	1,057.73	1,160.75	16,563.98	Fed Med/EE/tip	9.21	125.04
Tip Compliance			636.32		8,623.41	Fed Withholding	160.64	2,643.39
Tip - Auto Grats			14.48		105.78	Fed OASDI/tipEE	39.45	534.65
Holiday			0.00	40.00	567.40	Fed MED/EE	15.56	281.38
Personal Floating Hol II			0.00	10.00	144.40	Fed OASDI/EE	66.48	1,204.00
Retrospective Pay			0.00		304.93			
Vacation			0.00	120.00	1,732.80			
TOTAL:		73.25	1,072.21	1,330.75	19,419.29	TOTAL:	291.34	4,788.66

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Culinary TIP	1.00	9.00	Tip Earners' Legal Assist	0.37	6.67
			Culinary Dues	49.50	445.50	Fund		
			Mercer Voluntary Benefits	63.91	1,062.57	Culinary Housing Fund	1.47	26.67
						Culinary Training Fund	5.49	99.79
						Culinary Pension	95.59	1,618.24
						Culinary Health & Welfare	364.79	6,289.30
TOTAL:	0.00	0.00	TOTAL:	114.41	1,517.07	*TAXABLE		
TOTAL GROSS			FED TAXABLE GROSS			TOTAL TAXES		
Current	1,072.21		1,708.53			291.34		
YTD	19,419.29		28,042.70			4,788.66		
TOTAL DEDUCTIONS			NET PAY					
						114.41		666.46
						1,517.07		13,113.56

NET PAY DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking	*****734	\$15.22
Checking	*****6488	\$651.24
TOTAL:		\$666.46

MESSAGE:

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

THIS AGREEMENT CONTAINS A WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (THE "CLAUSE"). UNLESS I OPT OUT OF THE CLAUSE, IT WILL SUBSTANTIALLY IMPACT MY RIGHTS IF I HAVE A DISPUTE WITH LENDER, INCLUDING MY RIGHT TO TAKE PART IN A CLASS ACTION.

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 6795 W. TROPICANA AVENUE SUITE 140 LAS VEGAS, NV 89103		Loan Date: 09/09/2019 Loan Number: 13969-2733-44613132 Lender Customer Service: (702) 221-1050	
Borrower: JUAN [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2001	Motor Vehicle Make: Mazda	Motor Vehicle Model: 626	Motor Vehicle ID #: [REDACTED] 1456

"Note" and "Agreement" mean this Title Loan Agreement, Promissory Note and Security Agreement. "Borrower", "I", "me" and "my" mean each Borrower and Co-Borrower who signs this Note. "Lender" and "you" mean TitleMax of Nevada, Inc. "Loan" means the title loan Lender makes to me under this Note pursuant to Nevada Revised Statutes Chapter 604A and regulations promulgated thereunder ("Chapter 604A"). The Loan is a "title loan" under Chapter 604A. "Vehicle" means the motor vehicle identified above. "Title" means the certificate of title for the Vehicle. Lender is licensed and regulated by the Nevada Financial Institutions Division, 3300 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.nv.gov>.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 191.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$736.73	Amount Financed The amount of credit provided to me or on my behalf. \$1,021.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,757.73
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Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$251.11	10/09/2019
1	\$251.11	11/08/2019
1	\$251.11	12/08/2019
1	\$251.11	01/07/2020
1	\$251.11	02/06/2020
1	\$251.11	03/07/2020
1	\$251.07	04/06/2020

Security: I am giving a security interest in the Vehicle described above.

Lien Filing Fee: \$21.00

Prepayment: Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance before the date on which principal is due.

See the remainder of this Note for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:	
Amount given to me directly:	\$1,000.00
Plus: Amount paid on my account with Lender (loan # N/A)	\$0.00
Plus: Amount paid to public official for Lien Filing Fee	\$21.00