### 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.

Electronically Filed Nov 18 2020 05:15 p.m. 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 2 PAGES 251-431

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# **CERTIFICATE OF SERVICE**

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

Aaron D. Ford
Attorney General
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Attorneys for Appellant

<u>/s/ Jessie M. Helm</u>
An Employee of Lewis Roca Rothgerber Christie LLP

Plus: Amounts paid to other parties on my behalf

Payment to: NEVADA DMV \$21.00
Payment to: N/A N/A

Equals: Amount Financed/Principal Loan Amount \$1,021.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,021.00 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.
- I. 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 Lean. 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 Lenter 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 Frial 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.

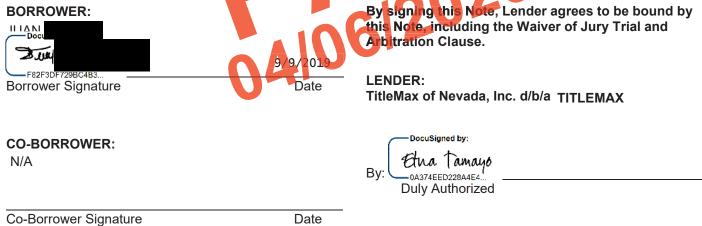
		BACKGROUND AND SCOPE
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements 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	"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.
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:  • An individual, independent TPA the parties choose together;  • JAMS 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iansadr.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	<ol> <li>For Disputes subject to this Clause, I give up my right to:         <ol> <li>Have juries decide Disputes.</li> <li>Have courts, other than small claims courts, decide Disputes.</li> </ol> </li> <li>Serve as a private attorney general or in a representative capacity.</li> <li>Join a Dispute I have with a dispute by other consumers.</li> </ol>

		5. Bring or be a class member in a class action or class arbitration.
		Lender also gives up the right to a jury trial and to have courts decide Disputes Lender wishes to arbitrate.
Can I or anyone else start class arbitration?	No	TPAs 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 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	<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 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.
		RBITRATION FEES AND AWARDS
Question	Short Answer	<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 n<mark>ot intend to file a federal bank</mark>ruptcy 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.



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.

Loan Detail [View all Loans]

 Loan ID:
 13969-2733-44613132
 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
Sub-Status:
None
Earned Principal: N/A
Earned Principal: N/A
Originated: 09/09/2019
Due Date: 04/06/2020

13969 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #36

TITLEMAX OF Last Full Payment: 04/06/2020

Assigned Collector: Recent: 169 Days

#### History | Contracts & Receipts | Notes | Letters & Documents

Transaction History [ Transaction Deta						ion Detail ]
Date Type	Prin	Fee	Discount	Change	Total	Balance
09/09/2019 New Loan	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Disburse 09/09/2019 to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Dichurco						
09/09/2019 Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,000.00
Origination 09/09/2019 Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,021.00
10/18/2019 Interest - Interest	\$0.00	\$209.33	\$0.00	\$0.00	\$209.33	\$1,230.33
10/18/2019 Payment	(\$42.67)	(\$209.33)	\$0.00	\$0.00	\$252.00	\$978.33
Tender: Bar	nk Card - 073	620			\$252.00	
Interest - Interest	\$0.00	(\$209.33)				
Origination Fee - Lien Fee	(\$21.00)	\$0.00				
New Loan	(\$21.67)	\$0.00				
11/15/2019 Interest - Interest	\$0.00	\$144.01	\$0.00	\$0.00	\$144.01	\$1,122.34

11/15/2019 Pa	ayment	(\$107.99)	(\$144.01)	\$0.00	\$0.00	\$252.00	\$870.34
Т	ender: Bar	nk Card - 054	720			\$252.00	
	nterest - nterest	\$0.00	(\$144.01)				
N	lew Loan	(\$107.99)	\$0.00				
17/09/7019	nterest - nterest	\$0.00	\$109.81	\$0.00	\$0.00	\$109.81	\$980.15
12/09/2019 Pa	ayment	(\$142.19)	(\$109.81)	\$0.00	\$0.00	\$252.00	\$728.15
Т	ender: Bar	nk Card - 0310	015			\$252.00	
	nterest - nterest	\$0.00	(\$109.81)				
N	lew Loan	(\$142.19)	\$0.00				
	nterest - nterest	\$0.00	\$111.01	\$0.00	\$0.00	\$111.01	\$839.16
01/07/2020 Pa	ayment	(\$137.43)	(\$111.01)	\$0.00	\$0.00	\$248.44	\$590.72
Т	ender: Car	d (Auto) - 22	87			\$248.44	
	nterest - nterest	\$0.00	(\$111.01)				
N	lew Loan	(\$137.43)	\$0.00				
11771157711711	nterest - nterest	\$0.00	\$90.06	\$0.00	\$0.00	\$90.06	\$680.78
02/05/2020 Pa	ayment	(\$169.94)	(\$90.06)	\$0.00	\$0.00	\$260.00	\$420.78
Т	ender: Bar	nk Card - 0538	819			\$260.00	
	nterest - nterest	\$0.00	(\$90.06)				
N	lew Loan	(\$169.94)	\$0.00				
0.370677070	nterest - nterest	\$0.00	\$66.36	\$0.00	\$0.00	\$66.36	\$487.14
03/06/2020 Pa	ayment	(\$193.64)	(\$66.36)	\$0.00	\$0.00	\$260.00	\$227.14
Т	ender: Car	d (Auto) - 22	87			\$260.00	
·						,_00.00	
	nterest - nterest	\$0.00	(\$66.36)				

	New Loan	(\$193.64)	\$0.00				
04/06/2020	Interest - Interest	\$0.00	\$37.02	\$0.00	\$0.00	\$37.02	\$264.16
04/06/2020	Payment	\$0.00	(\$37.02)	\$0.00	\$0.00	\$37.02	\$227.14
	Tender: Bai	nk Card - 8617	64			\$37.02	
	Interest - II	nterest \$0.00	(\$37.02)				
04/06/2020	Refinance	(\$227.14)	\$0.00	\$0.00	\$0.00	\$227.14	\$0.00
	New Loan	(\$227.1	14) \$0.00				

## JUAN (\*\*\*\*9016)

Loan Detail [View all Loans]

 Loan ID:

 \begin{align\*}
 13969-3316- \\
 51007043
 \end{align\*}
 \text{Balance: \$0.00 \text{ Pmt Account: N/A} \\
 \text{Principal: \$0.00 \text{ # of Pmts: 7} \\
 \text{Model: NV 210-P}
 \text{Fees: \$0.00 \text{ LF Orig Store: }}
 \end{align\*}
 \text{The principal: \$0.00 \text{ Account: N/A} \\
 \text{Principal: \$0.00 \text{ # of Pmts: 7} \\
 \text{The principal: \$0.00 \text{ Account: N/A} \\
 \text{Principal: \$0.00 \text{ # of Pmts: 7} \\
 \text{Principal: \$0.00 \text{ Account: N/A} \\
 \text{Principal: \$0.00 \text{ # of Pmts: 7} \\
 \text{Principal: \$0.00 \text{ Account: N/A} \\
 \text{Principal: \$0.00 \text{ Box Pmts: 7} \\
 \text{Pmts: 7} \\

Status: Paid Off
Sub-Status: Paid Off
Earned Principal: N/A Originated: 04/06/2020
Due Date: 08/04/2020

13969 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #36

TITLEMAX OF Last Full Payment: 07/05/2020

Parent 13969-2733- Recent: 79 Days

Loan ID: 44613132

Assigned N/A Collector:

### History | Contracts & Receipts | Notes | Letters & Documents

Transaction I	History					[ Transaction	on Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
04/06/2020	New Loan	\$227.14	\$0.00	\$0.00	\$0.00	\$227.14	\$227.14
	Paid on						
04/06/2020	Account	\$0.00	\$0.00	\$0.00	\$0.00	\$227.14	\$227.14
05/04/2020	Interest - Interest	\$0.00	\$33.43	\$0.00	\$0.00	\$33.43	\$260.57
05/04/2020	Payment	(\$41.57)	(\$33.43)	\$0.00	\$0.00	\$75.00	\$185.57
	Tender: Card (Aut	o) - 2287				\$75.00	
	Interest - Interest	\$0.00	(\$33.43)				
	New Loan	(\$41.57)	\$0.00				
06/02/2020	Interest - Interest	\$0.00	\$28.29	\$0.00	\$0.00	\$28.29	\$213.86
06/02/2020	Payment	(\$71.71)	(\$28.29)	\$0.00	\$0.00	\$100.00	\$113.86
	Tender: Card (Aut	o) - 2287				\$100.00	
	Interest - Interest	\$0.00	(\$28.29)				
	New Loan	(\$71.71)	\$0.00				
07/05/2020	Interest - Interest	\$0.00	\$19.75	\$0.00	\$0.00	\$19.75	\$133.61

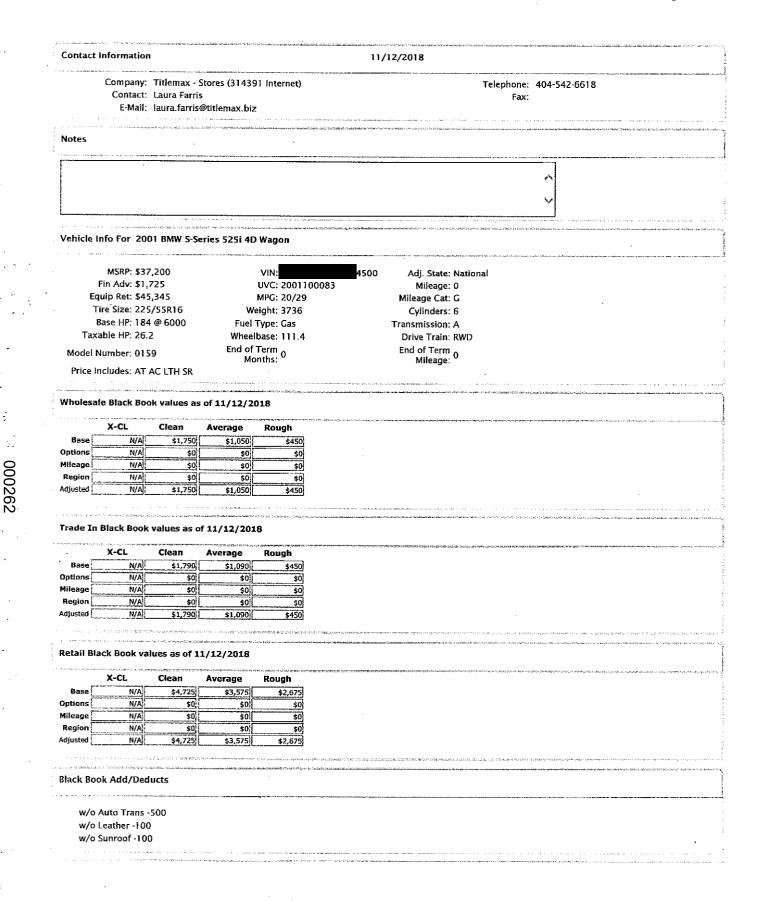
07/05/2020 Pay Off (\$113.86) (\$19.75) \$0.00 \$0.00 \$133.61 \$0.00

> Tender: Card (Auto) - 2287 \$133.61

Interest -

000261

\$0.00 (\$19.75) Interest

(\$113.86) New Loan \$0.00 

	come and Expense	KEVIN	
Applicant Name:		NEVIN	
Co-Applicant Name:			
Total Loan Amou  Full loan amount including title fees, this should match the		\$1	,021.00
Payment		Ś	263.23
*Verify this is equal to or greater than the contra	Commission of the Commission o		
	Income	erveellosti legen legen e	Sub-Monthly Total:
Income Type/Source	Amount	Pay Frequency	
1 VSR INDUSTRY		Bi-Weekly	\$3,033.33
2	\$0.00		\$0.00
3	\$0.00		\$0.00
4	\$0.00		\$0.00
5	\$0.00		\$0.00
	Gross Monthly	Income TOTAL:	\$3,033.33
	Expenses	The second secon	Oh in Assessment Assessment Landing
Expense Description	Amount		Sub-Monthly Total:
1 Rent/Mortgage	\$1,400.00		\$1,400.00
2 Utilities	\$0.00		\$0.00
3 Insurance	\$130.00		\$130.0
4 Other Expenses (loans, food, etc.)	\$0.00		\$0.0
5 Additional Title loans	\$0.00		\$0.0
	Gross Monthly	Expense TOTAL:	\$1,530.0
Net Monthly Income (Discret	ionary income in ACV)	خ	1,503.33
Monthly Loan Payment must be at least \$	1 less than this amount	Y	1,505.55
Payment (from Total loan amount)		\$263.23	
You, state(s) as follows:	- 11111		
1. You have provided us with true and correc	t information concerning ye	our income, obligations, e	mployment, and ownership of th
Vehicle; and 2. You have the ability to repay the loan.			
2. You have the ability to repay the Ioan.		Date:	12/12/18
Applicant Signature	····	<b>-</b>	4/12/10
Applicant signature			
		Date:	•

# **NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST**

Borrower Name:	muin	Date of Loan:	11-18-18
Co-Borrower Name:		Loan Number:	111069-2454-35012817

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		
Paystub <u>OR</u> bank statement with income deposit		
Income calculated using monthly gross amount		
Completed VOI/VOE and Income Attestation	Ø	

	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
	ify all documents have the Borrower's name d Agency's name paying benefit		
	Provide ONE of the following:	<b>:</b>	
1.	Benefit Letter (dated within previous 12 months)		
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 )		; <u></u>

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

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

**VERIFICATION** 

Acceptable income documentation was collected	CT	
Gross monthly income has been accurately calculated	(T)	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	CT	

### **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.

	(9)		
/ In		١.	

	/12/18	
(Date)		 

(Borrower Signature)

# **Income Attestation Statement**

, Kevin	, under penalty of perjury, do hereby swear
that the income and expense de	etails provided by me to TitleMax of Nevada, Inc. (the
	y the Company, are true and accurate. I also attest that the
	ally correct; any misrepresentation of factual data above is solely
	I understand that the income documentation, if any, and
	to determine my ability to qualify for, and my ability to repay, a
title loan made under Nevada st	

Signature

000265

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. 4650 E. SUNSET ROAL HENDERSON, NV 8901	SUITE C	Loan Date: 11/12/2018 Loan Number: 11669-2454-33012817 Lender Customer Service: 1-800-804-5368	
Borrower: kevin		Co-Borrower: N/A	
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:
2001	BMW	5-Series	4500

<sup>&</sup>quot;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	FINANCE		Amount Financed	Total of Payments
	RATE	CHARGE		The amount of credit	The amount I will have
	The cost of my credit as a	The dollar amount the	ne <mark>credit</mark>	provided to me or on my	paid after I have made all
	yearly rate.	will cost me		behalf.	payments as scheduled.
ı	203.88%	↓788.32		\$ 1,021.00	\$1,809.32

Payment Schedule: My payment schedule will be?

Number of Payments	Amount of Fayments	When Payments Are Due (each a "Payment Due Date")
1	\$258.48	12/12/2018
1	\$258.48	01/11/2019
1	\$ 258.48	02/10/2019
1	\$258.48	03/12/2019
1	\$258.48	04/11/2019
1	\$ 258.48	05/11/2019
1	\$258.44	06/10/2019

**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: \$1,000.00

Plus: Amount paid on my account(s) with Lender \$0.00

Plus: Amount paid to public official for Lien Filing Fee	\$21.00
Plus: Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
Equals: Amount Financed/Principal Loan Amount	\$1,021.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,021.00 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 Len 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 ay 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 render from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Lean 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.
- 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed relief Lender must always act lawfully and achin he ( ave my default and consider my ce. account in good standing if I bring the account ırren atis ctory payment an angements 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 of 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 a Drays 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defau on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco ne, address, date of birth and other must g er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. onite may
- onitor and record any phone conversation Lender and I have.

  changed to comply with law. Such change will not affect any Severability: Invalid rms I eof w pitration is allowed either partymay require that a judge (with no other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- Successors and Assigns. This Note hinds 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 hereund without Lender written consent.
- 22. **Governing Law:** This lote 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.
- 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.
- 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.

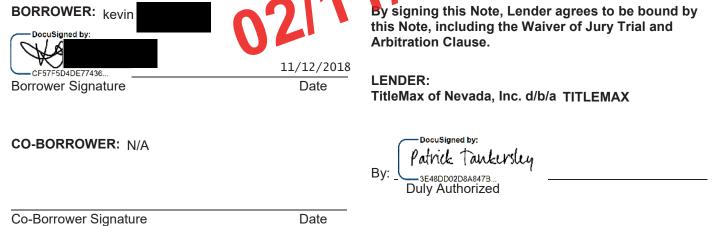
BACKGROUND AND SCOPE					
Question	Short Answer	<u>Further Detail</u>			
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes 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
Who is a "Related Party"	Usually a person or company related to Lender	includes claims and disagreements I have with Related Parties.  "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 D sputes 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 pust 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  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.

	T	
		2. Have a court, other than a small claims court, decide Disputes.
		Serve as a private attorney general or in a representative capacity.
		4. Join a Dispute I have with a dispute by other consumers.
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.
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 Lam 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 a bitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can de mail d 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	n-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.
	ARI	BITRATION 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.
  - 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 caller 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 has Note only by a writing signed by all of us.



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

Contact Information	2	/12/2019	and for the part (a) was national and the control of the part of the control of t	OFFICE AND
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2/12/2019

lin.	come and Expense	Worksheet	
Applicant Name:		KEVIN	parenti de como allebrator de discreta
Co-Applicant Name:	Committee of the Commit	and subject the	
*Full loan amount including title fees, this should match the			5651.11
Payment  *Verify this is equal to or greater than the control	actual payment amount	\$	173.78
	Income	Together the State of the State of the	
Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1 VSR INDUSTRY	\$1,400.00	Bi-Weekly	\$3,033.33
2	\$0.00		\$0.00
3 property services and the services of the se	\$0.00	1875, Papina da Radina Papina (1976)	\$0.00
4	\$0.00		\$0.00
	\$0,00		\$0.00
	Gross Monthly	Income TOTAL:	\$3,033.33
	Expenses	a kada da ayabah era ay Ababa	racing the comment of the property of the property of the comment of the comment of the comment of the comment
Expense Description	Amount		Sub-Monthly Total:
1 Rent/Mortgage	\$1,400.00		\$1,400.00
2 Utilities	\$0.00		\$0.00
3 Insurance	\$130.00		\$130.00
4 Other Expenses (loans, food, etc.)	\$0.00		\$0.00
5 Additional Title loans	\$0.00		\$0.00
	Gross Monthly	Expense TOTAL:	\$1,530.00
Net Monthly Income (Discretion	nary income in ACV)		500.00
Monthly Loan Payment must be at least \$1	less than this amount	<del></del>	,503.33
Payment (from Total loan amount)		\$173.78	r Acepson (2004) i despetatores
You, state(s) as follows:			
<ol> <li>You have provided us with true and correct is Vehicle; and</li> </ol>	nformation concerning you	r income, obligations, em	ployment, and ownership of the
2. You have the ability to repay the loan.			
U.5		Date:	82/11/08
Applicant Signature		_ 3757	<u> </u>
		Dea	•
Co-Applicant Signature		Date:	

Check 2

NEV	ADA INCOIVI	E DOCUM	ENTATION AND REQUIREN	MENTS CHECKLIST	માના માન	
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Borrower Name:	KWIN.		Date of Loan:	J844 3564	177	
Co-Borrower Name: Loan Number: 2864-3564 1272						
COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.						
Verify income documentation is acceptable (as defined by Policy 2.8):						

COMPLET	E THE	<b>SECTIO</b>	N BEL	OW TH	IAT.	APPLIE	S TO	) TH	E BOF	RO	WER'S	INCOME	SOURCE.
	Verify	income (	docum	entatio	on is	accep	able	(as	define	ed by	/ Polic	y 2.8):	

PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	GOVERNMENT AGENCY OR Check STATE BENEFIT 1
Verify all documents have the Borrower & Employer names & dated within previous 40 days			Verify all documents have the Borrower's name and Agency's name paying benefit
Paystub <u>OR</u> bank statement with income deposit			Provide ONE of the following:
Income calculated using monthly gross amount			<ol> <li>Benefit Letter (dated within previous 12 months)</li> <li>Bank statement with benefit deposit (dated within previous 40 days)</li> <li>Benefit card statement <u>OR</u> copy of benefit</li> </ol>
Completed VOI/VOE and Income Attestation			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:		
Bank statement dated within previous 40 days AND completed Income Attestation		
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation		
Business Licenses or Registration AND completed Income Attestation		
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter		

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME	
Weekly: \$ x 52 = \$ / 12	=	\$
Bi-Weekly: \$ 1,400.00 x 26 = \$ / 12	=	<u>\$ 3,033.33</u>
Semi-Monthly: \$ x 24 = \$ / 12	=	\$
Monthly: \$	=	\$

<u>VERIFICATION</u>	_	
Acceptable income documentation was collected		
Gross monthly income has been accurately calculated	0	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	1	

# **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.

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

## **Income Attestation Statement**

Lavia	
, Kevin,	, under penalty of perjury, do hereby swear
that the income and expense details p	rovided by me to TitleMax of Nevada, Inc. (the
"Company"), and relied upon by the Co	ompany, are true and accurate. I also attest that the
	rect; any misrepresentation of factual data above is solely
	rstand that the income documentation, if any, and
	ermine my ability to qualify for, and my ability to repay, a
title loan made under Nevada statute I	· · · · · · · · · · · · · · · · · · ·

Signature

TM.TB-NV-Income Attestation Statement- V1.07.13.2017

### 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 4650 E. SUNSET ROAD SUITE C HENDERSON, NV 89014			Loan Date: 02/11/2019 Loan Number: 11669-2864-35647272 Lender Customer Service: (702) 435-3383	
Borrower: KEVIN		Co-Borrower: N/A		
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:	
2001	BMW	5-Series	4500	

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the credi	provided to me or on my	paid after I have made all
yearly rate.	will cost me.	behalf.	payments as scheduled.
203.88%	\$502.71	681.11	\$1,153.82

**Payment Schedule:** My paym schedule will

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$ 164.84	03/13/2019
1	\$164.84	04/12/2019
1	\$ 164.84	05/12/2019
1	\$ 164.84	06/11/2019
1	\$164.84	07/11/2019
1	\$ 164.84	08/10/2019
1	\$164.78	09/09/2019

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

Lien Filing Fee: \$0.00

Lender will not charge a prepayment penalty/charge if I pay all or part of the principal balance **Prepayment:** 

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

\$651.11

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:	
Equals: Amount Financed/Principal Loan Amount	\$651.11

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$651.11 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 Len 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 ay 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 render 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.
- 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed e relief Lender must always act lawfully and achin he 🛚 ave my default and consider my ce. account in good standing if I bring the account ırren atis ctory payment an angements 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 entering 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 30 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defau on my account.
- Important Information About Opening Accounts To elp fight rrorism and money laundering, Lender must identify each person who opens an acco Lmust 🧃 ne, address, date of birth and other er my r requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. onite may
- onitor and record any phone conversation Lender and I have.

  change to comply with law. Such change will not affect any Severability: Invalid rms eof w bitration is allowed either party may require that a judge (with no other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- Successors and Assigns This Note and 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 lote 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.
- 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.
- 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.

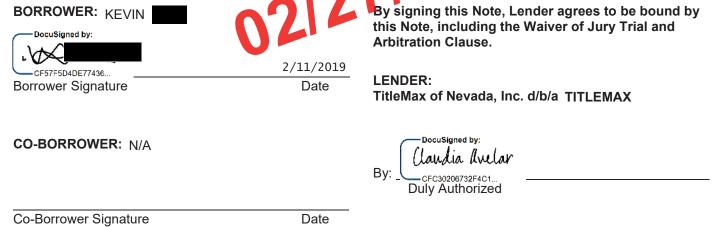
BACKGROUND AND SCOPE		BACKGROUND AND SCOPE
Question	Short Answer	<u>Further Detail</u>
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. 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	"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:  AMS, 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:  1. Have a jury decide Disputes.

		O Have a count office there a small plains account decide Discourtes	
		<ol> <li>Have a court, other than a small claims court, decide Disputes.</li> <li>Serve as a private attorney general or in a representative</li> </ol>	
		capacity.	
		4. Join a Dispute I have with a dispute by other consumers.	
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>	
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.	
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 set let 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 a bitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can de naid arbitration. This demand can be made in court panels. 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.
  - 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 Verticle.
  - 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 caller 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 his Note only by a writing signed by all of us.



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

#### KEVIN (\*\*\*\*5159)

Fee

01/14/2019 Interest - Interest

New Loan

(\$107.91)

\$0.00

Loan Detail [View all Loans]

Loan ID: 11669-2454-33012817 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

Sub-Status: Earned Principal: N/A Originated: 11/12/2018

Sub-Status: Due Date: 04/11/2019

11669 Late: Not Late

Store: TITLEMAX OF HENDERSON, NV #1 Last Full Payment: 02/11/2019

Assigned Collector: Recent: 589 Days

History | Contracts & Receipts | Notes | Letters & Documents

### Transaction History [Transaction Detail]

i i ai isaction i	TISTOI Y					[ ITALISACI	lon betail j
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
11/12/2018	New Loan	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
11/12/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
44 (40 (0040	Disburse	40.00	40.00	40.00	40.00	404.00	44 000 00
11/12/2018	to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,000.00
11/12/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,021.00
12/12/2018	Interest -	\$0.00	\$171.09	\$0.00	\$0.00	\$171.09	\$1,192.09
	Interest						
12/12/2018	Payment	(\$128.91)	(\$171.09)	\$0.00	\$0.00	\$300.00	\$892.09
	Tender: Casl	h				\$300.00	
	Interest - Interest	\$0.00	(\$171.09)				
	Origination Fee - Lien	(\$21.00)	\$0.00				

\$0.00

\$164.44

\$0.00

\$0.00 \$164.44 \$1,056.53

01/14/2019 Payment	(\$95.56)	(\$164.44)	\$0.00	\$0.00	\$260.00	\$796.53
Tender: Ca	sh				\$260.00	
Interest - Interest	\$0.00	(\$164.44)				
New Loan	(\$95.56)	\$0.00				
02/11/2019 Interest - Interest	\$0.00	\$124.58	\$0.00	\$0.00	\$124.58	\$921.11
02/11/2019 Payment	(\$145.42)	(\$124.58)	\$0.00	\$0.00	\$270.00	\$651.11
Tender: Ca	sh				\$270.00	
Interest - Interest	\$0.00	(\$124.58)				
New Loan	(\$145.42)	\$0.00				
02/11/2019 Refinance	(\$651.11)	\$0.00	\$0.00	\$0.00	\$651.11	\$0.00
New Loan	(\$651	.11) \$0.00				

#### KEVIN (\*\*\*\*5159)

Loan Detail [View all Loans]

Loan ID: 11669-2864-35647272 Balance: \$0.00 Pmt Account: N/A

Principal: \$0.00 # of Pmts: 7

Model: NV 210-P Fees: \$0.00 LF Orig Store: Status: Paid Off

Sub-Status: None Earned Fees: N/A Originated: 02/11/2019

Earned Fees: N/A Due Date: 04/12/2019

11669 Late: Not Late
TITLEMAX OF

Store: TITLEMAX OF HENDERSON, NV #1 Last Full Payment: 02/27/2019

V #1 Recent: 573 Days

Parent 11669-2454-Loan ID: 33012817

Assigned N/A

#### History | Contracts & Receipts | Notes | Letters & Documents

# Transaction History [Transaction Detail] Date Type Prin Fee Discount Change Total Balance 02/11/2019 New Loan \$651.11 \$0.00 \$0.00 \$0.00 \$651.11 \$651.11

02/11/2019 Paid on Account \$0.00 \$0.00 \$0.00 \$0.00 \$651.11 \$651.11

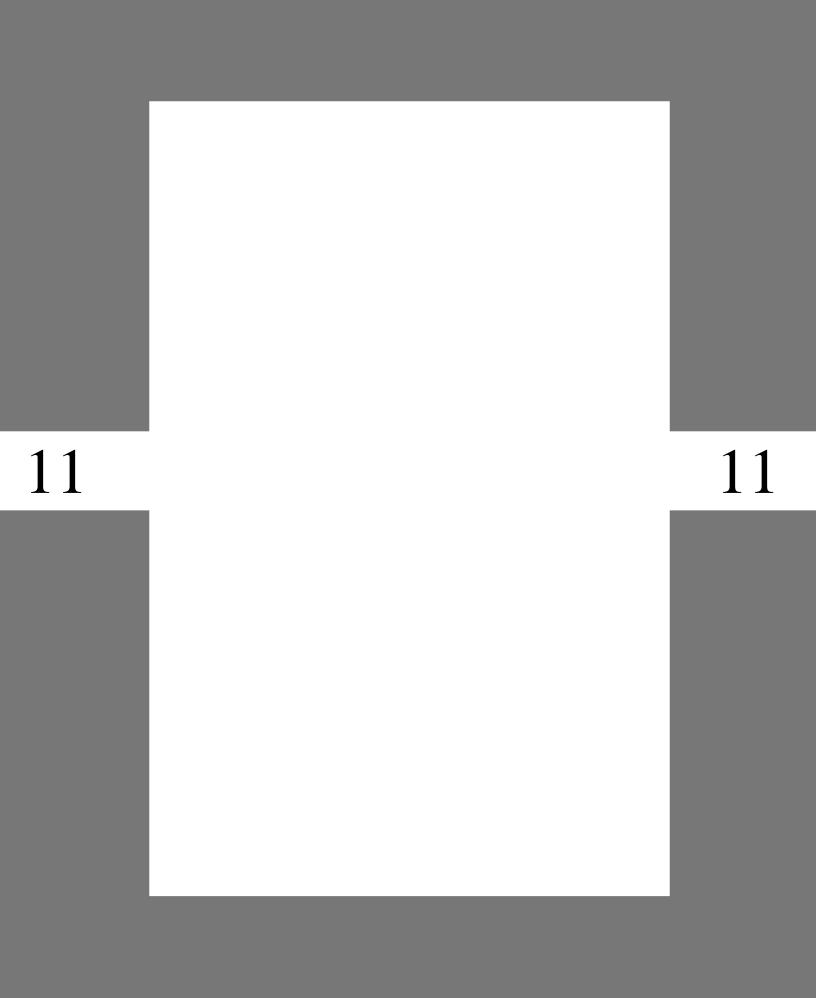
02/27/2019 Interest - \$0.00 \$58.19 \$0.00 \$0.00 \$58.19 \$709.30

02/27/2019 Pay Off (\$651.11) (\$58.19) \$0.00 \$10.70 \$709.30 \$0.00

Tender: Cash \$720.00

Interest - \$0.00 (\$58.19)

New Loan (\$651.11) \$0.00



# PAPERLESS NEW LOAN & REFINANCE/ADD-ON CHECKLIST

The New Loan & Refinance/Add-on Checklist ensures all legal requirements are satisfied and borrowers receive the highest level of service. Every time a new loan or refinance/add-on is created, you must complete a checklist and scan it into the borrower's account as a "New Loan & Refinance/Add-on Checklist". You can print new copies from TMXYou by searching "New Loan & Refianance/Add-on Checklist" and "NV" in Learning Resources.

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LOAN NUMBER:

Verify the following Documents have been electronically saved in the Borrower's Account:

E-SIGN LOAN & REFINANCE DOCUMENTS	101	IAL 1	INITIAL 2
Consent to Electronic Disclosures			
Privacy Policy	1	V21-250	
Credit Application	1 0	<b>X</b>	
lext Message Me Form		X.	
Loan Agreement		N.	3 St 16 St

TM MOBILE APP		Maria di Partini	INITIAL 2
Mobile Asp Downloaded	de la respecta	and the second second	
Account Linked in Mobile App	1000		1916-1919 Block
	2,854-9940 21,877-01\$		

Paper copies of the following Documents MUST be placed in the Borrower's Paper Folder and electonic versions MUST be saved in the Borrower's Account.

SCANNED LOAN & REFINANCE DOCUMENTS		TAL 1	INITIAL 2
Valid Proof of Identification	Q	7	
Valid Income Decumentation (see documentation checklist to the right)	$  \gamma  $		
locome & Expense Worksheet (completed & signeri)	Гd	1	
Black Book Printout	100	<b>\</b>	k da da aga
Page I of Loan Agreement (to validate income & payment amounts)			
New Loan & Refinance/Add-on Checklist (completed):	7	#	

You verify by signing below that the checklist is complete and accurate and all documents have the borrower's name and, if applicable, the employer or state agency name, and are dated within the necessary amount of days.

EMPLOYEE CO	MPLETII	IC CHECK	x ×
SIGNATURE: .			
DATE:			•

EMPLOYEE COMPLETING CHECK 2:

SIGNATURE:

INCOME DOCUMENTATION CHECKLIST		
EMPLOYMENT VERIFICATION	RITIALIT	INITIAL 2
Pay-stub OR.		
Bank Statement with income deposit (dated within past 40 days)	en e	
GOVERNMENT AGENCY OR STATE BENEFIT	INITIAL I	INITIAL 2
Benefit Letter (dared within previous 12 months) OR:		
Bank statement with benefit deposit (dated within nest 40 days) OR:		
Benefit card statement/copy of benefit check (dated within past 40 days)		
SELF-EMPLOYMENT	INITIAL 1	INITIAL 2
Bank Statement (dated within past 40 days) OR:		Committee of
Employment Contracts Written Agreements or involces OR		
Business Licenses of Registration OR		
Federal income Tax Return from previous year/current ; RS Schedole 1040ES for last quarter		

IMPORTANT: Scan and upload any income documentation provided along with completed and signed income & Expense Worksheef at every New Lean & Refinanco/Add-on,



#### NO INCOME DOCUMENTATION WAS PROVIDED

NOTE. A completed and signed income & Expense Worksheef is still regulied if no documents.

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#### PAPERLESS NEW LOAN & REFINANCE/ADD-ON CHECKLIST CONT.

The New Loan & Refinance/Add-on Checklist ensures all legal requirements are satisfied and borrowers receive the highest level of service. Every time a new loan or refinance/add-on is created, you must complete a checklist and scan it into the borrower's account as a "New Loan & Refinance/Add-on Checklist". You can print new copies from TMXYou by searching "New Loan & Refinance/Add-on Checklist" and "NV" in Learning Resources.

Customer Call Backs are made by the Store or General Manager. This process is considered complete once the borrower has been contacted or three (3) attempts to contact the borrower have been made.					THANK-YOU LETTER PRINTED AND MAILED: SIGNATURE:
ATTEMPT	DATE	YES	NO	MANAGER INITIALS	DATE:
Ast Attempt > 2nd Attempt					The SM or GM should scan this completed New Loan & Refinance/Add-on Checklist into the Borrower's account under New Loan & Refinance Checklist after all areas have been completed.
3rd Attematic Universe Silver ** Direct Deposit a manicable Signed Universe Silver ** Account Documen (# applicable)					STORE OR GENERAL MANAGER REVIEW:  SIGNATURE:  DATE:

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		† :					0002	
NEVADA INC	OME DO	CUMENT	ATION	AND REQUIREM	ENTS CHECKLIS	т		
Borrower Name:	1	9 7 6 4			Δο σο			
Co-Borrower Name:	(NN)			Date of Loan: Loan Number:	977 50	2020 1076	)	
	CECTION	DELOW THAT	ADDLIE	<del></del>	1 01 20 - 3 CC	. 10 10		
				TO THE BORROWER  Able (as defined by Pol		<u>.</u>		
PAYSTUB, BANK STATEMENT, VERIFICATION OF INCOME/VERIFICATION OF EMPLOYMENT FORM	Check 1	Check 2	-	GOVERNMENT A STATE BEN		Check 1	Check 2	
Verify all documents have the Borrower & Employer names & dated within previous 40 days				fy all documents have th Agency's name paying b				
Paystub <u>OR</u> bank statement with income deposit			The state of the s	Provide	ONE of the following	:		
Income calculated using monthly gross amount  Completed VOI/VOE and Income Attestation	4		<ol> <li>Benefit Letter (dated within previous 12 months)</li> <li>Bank statement with benefit deposit (dated within previous 40 days)</li> <li>Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days )</li> </ol>					
SELF-EMPLOYED INCOME							Check 2	
Verify the Borrower's name on all d	ocuments. l	Use ONE optio	n from th	e following:				
Bank statement dated within pre	vious 40 da	ys AND comp	oleted In	come Attestation				
Employment Contracts, Written	Agreements	s, or Invoices	AND con	npleted Income Attes	station	Ė		
Business Licenses or Registration	AND comp	leted Income	Attesta	ion				
Federal Income Tax Return: from	previous y	ear or curren	t IRS Sch	edule 1040ES for last	quarter			
					*		<u></u>	
GROSS INC	OME CALCL	JLATION	The state of the s		GROSS MONTHL	Y INCOME	. •	
Weekly: \$ x 52 = \$		1			\$			
Bi-Weekly: \$ 2307.69x 26	=\$ <u>57,99</u>	19,94 112			\$ <u>4,999</u>	3,95		
Semi-Monthly: \$>		/1	2 =		\$			
Monthly: \$ 1934,65 B	the return	10 10 10 10 10 10 10 10 10 10 10 10 10 1			\$ 1934.	65		
	•	· · · · · · · · · · · · · · · · · · ·	ERIFICAT	ION		_		
Acceptable income documentation	was collected					M		
Gross monthly income has been acc						7		
Borrower's gross monthly income m	atches on in	come docume	ntation, i	ncome calculation, and	Income & Expense W	kst   N		
· · · · · · · · · · · · · · · · · · ·		:.			<u>-</u>			
			_					

#### **Borrower Attestation**

		supplemental income documentation listed above and can	l
only submit a written representation as allowed	ed by ivevada Revis	3d Statute 604A and NAC 604A.	
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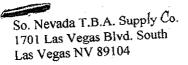
(Date)

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

(Borrower Signature)

000289

Pay Date: 02/28/2020





Direct Deposit

**Net Pay** 

Check number: DD15825 Employee Pay Stub **Employee** John Current YTD Amount Qty **Earnings and Hours** 11,379.30 2,307.69 111:15 Salary 3,869.31 Bonus 159.15 Salary Holiday 15,407.76 2,307.69 111:15 Current YTD Amount **Deductions From Gross** -164.75 -32.95 Health Insurance (pre-tax) -59.70 -11.94 Dental Insurance (pre-tax) -12.10 -2.42 Vision Insurance (pre-tax) -864.36 115.38 401(K) -1,100.91 -162.69 **Current YTD Amount** Taxes 0.00 0.00 Medicare Employee Addl Tax -559.00 -7.00 Federal Withholding -140.15 -940.62 Social Security Employee -32.77 -219.98 Medicare Employee -1,719.60 -179.92 **Current YTD Amount** Adjustments to Net Pay -486.60 -38.57 A/R Pmt

SSN			
***-**-5192			
Direct Deposit			Amount
Checking - ******9540	-	<del>.</del>	1,926.51
Paid Time Off	Earned	YTD Used	Available
PTO Vacation	2:08 0:00		6:16 80:00
Memo			
Direct Deposit			
•			

So. Nevada T.B.A. Supply Co., 1701 Las Vegas Blvd. South, Las Vegas NV 89104

12,100.65

1,926.51

	income and Expense	Worksheet for Nev	4 Maria ( Maria ( 1 maria ) ) ( 1 maria ( 1 maria )	ce/Add-Ons
<del>-</del>	oplicant Name:		JOHN	
C	o-Applicant Name:			
*Fu	Total Loan Amount  *Full loan amount including title fees. This should match the contractual loan amount.		\$5,021.00	
	Payment  *Verify this is equal to or greater than the contract	***	\$1	,137.95
i	Carlotta Daris ann da an deaschailtean	in note that Income	unu musikan menyandi salam salah da	ringsignational and a substitution
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	EMPLOYEMENT	\$2,307.69	Bi-Weekly	\$5,000.00
2	MONTHLY BONUS	\$1,934.65	Monthly	\$1,934.65
3		\$0.00		\$0.00
4		\$0.00	redar Burgalik, Alpanografikaj	\$0.00
5		\$0.00		\$0.00
		Gross Monthly	Income TOTAL:	\$6,934.65
		Expenses		
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$800.00		\$800.00
2	Utilities	\$250.00		\$250.00
3	Insurance	\$147.00		\$147.00
4	Other Expenses (loans, food, etc.)	\$300.00		\$300.00
	Additional Title loans with		ate tracks are selected	
5	TitleMax/TitleBucks	\$0.00	1000	\$0.00
		Gross Monthly	Expense TOTAL:	\$1,497.00
	Net Monthly Income (Discretion	nary income in ACV)	Ś	5,437.65
L	Monthly Loan Payment must be at least \$1	less than this amount	Υ.	
	Payment (from Total loan amount)		\$1,137.95	
1. co 2.	u, state(s) as follows: I, under penalty of perjury, do hereby swear rrect; any misrepresentation of factual data a I understand that the income documentation d my ability to repay, a title loan made under	bove is solely my respons , if any, and details provid	ibility. ed are being used to dete	
8	I am unable to provide income verificat I have provided income verification doc	Li i		
			Date:	2-29-21)
	Applicant Sign		• . · .	
			Date:	
	Co-Applicant Signature	Van en de la companya		
2.	Please verify that the contractual loan amoun Please verify that the contractual payment is on Please verify and attest that proper income ver Employee Signature	equal to or less than the an erification documents have	ntered into "Total loan Am nount entered into "paym	ent" amount

TM.TB-NV-Income & Expense Wkst-V6-2.11.2020

# **Contact Information**

Company: Titlemax - Stores (314391 Internet)

Contact: Laura Farris

E-Mail: laura.farris@titlemax.biz

2/28/2020

Telephone: 404-542-6618

Fax:

#### Notes

#### Vehicle Info For 2006 GMC Sierra 2500 SL Crew Cab

MSRP: \$29,400

Loan Value: \$10,825 Equip Ret: \$31,265

Tire Size: 245/75R16 Base HP: 300 @ 4400

Taxable HP: 52.7 Model Number: TC25943

Price Includes: AT AC 8CY

VIN:

UVC: 2006340779

MPG: —/∕— Weight: 9200

Fuel Type: Diesel

Wheelbase: 167.0

End of Term Months: 0

7362

Adj. State: National

Mileage: 0 Mileage Cat: G Cylinders: 8

Transmission: A Drive Train: RWD

End of Term 0 Mileage:

#### Wholesale Black Book values as of 2/28/2020

Base         N/A         \$8,150         \$5,3           Options         N/A         \$2,750         \$2,7           Mileage         N/A         \$0	
parties and the control of the contr	50 \$2,750
Mileage N/A \$0	
	\$0 \$0
Region N/A \$0	\$0 \$0
Adjusted N/A \$10,900 \$8,1	90 \$5,800

#### Trade In Black Book values as of 2/28/2020

	X-CL	Clean	Average	Roug	'n
Base	N/A	\$8,315	\$5,515	\$2	,925
Options	N/A	\$2,750	\$2,750	\$2	750
Mileage	N/A	\$0	\$0		\$0
Region	N/A	\$0	\$0		\$0
Adjusted	N/A	\$11,065	\$8,265	\$5	675

Retail Black Book values as of 2/28/2020

https://www.lendersolutionsonline.com/print/?document=LenderSolution

2/28/2020

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	X-CL	Clean	Average	Rough
Base	N/A	\$11,575	\$8,300	\$5,700
Options	N/A	\$2,750	\$2,750	\$2,750
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0]	\$0
Adjusted	N/A	\$14,325	\$11,050	\$8,450

#### Black Book Add/Deducts

8100 V8 +350

Cab & Chassis -500

Chrome Package +100

Duramax Diesel +2750

Flat Dump +1800

Flat/Stake Bed +850

Hydrlc Hook Wrecker +2800

Landscape Body +1275

Liftgate +400

Power Windows +275

Refrigerated Body +1900

Rollback Wrecker +4000

Util/Work Body +850

Van/Box Body +1600

w/o AT - Exc Diesel -750

https://www.lendersolutionsonline.com/print/?document=LenderSolution

2/28/2020

#### 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 4811 WEST CRAIG RO LAS VEGAS, NV 8913	DAD	Loan Date: 02/28/2020 Loan Number: 10769-8120 Lender Customer Service:	
Borrower: JOHN		Co-Borrower: N/A	
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:
2006	GMC	Sierra 2500	7362

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	provided to me or on my behalf.	paid after I have made all payments as scheduled.
97.21%	\$1,727.42	\$5,021.00	\$6,748.42

**Payment Schedule:** My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$964.07	03/29/2020
1	\$ 964.07	04/28/2020
1	\$ 964.07	05/28/2020
1	\$ 964.07	06/27/2020
1	\$ 964.07	07/27/2020
1	\$ 964.07	08/26/2020
1	\$ 964.00	09/25/2020

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: \$5,000.00

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

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 \$5,021.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$5,021.00 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 97.2100 % 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.
- I. 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 Lean. 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 Lenter 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 Frial 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	"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).

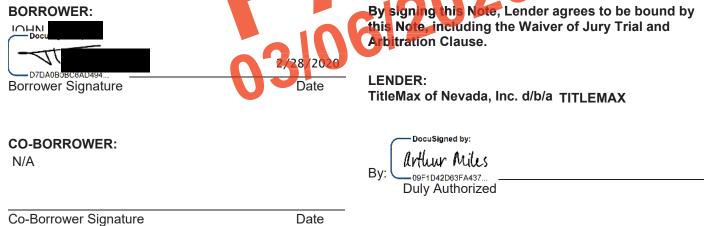
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator ("TPA") solves Disputes in a hearing ("hearing"). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
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:  • An individual, independent TPA the parties choose together;  • JAMS 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.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	<ol> <li>For Disputes subject to this Clause, I give up my right to:         <ol> <li>Have juries decide Disputes.</li> <li>Have courts, other than small claims courts, decide Disputes.</li> <li>Serve as a private attorney general or in a representative capacity.</li> </ol> </li> <li>Join a Dispute I have with a dispute by other consumers.</li> </ol>

000299

		Bring or be a class member in a class action or class arbitration.
		Lender also gives up the right to a jury trial and to have courts decide Disputes Lender wishes to arbitrate.
Can I or anyone else start class arbitration?	No	TPAs 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 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	<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 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.
		RBITRATION 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.



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.

#### PAPERLESS NEW LOAN & REFINANCE/ADD-ON CHECKLIST

TMXCINANCE CONTROL SOLO CONTROL

The New Loan & Refinance/Add-on Checklist ensures all legal requirements are satisfied and borrowers receive the highest level of service. Every time a new loan or refinance/add-on is created, you must complete a checklist and scan it into the borrower's account as a "New Loan & Refinance/Add-on Checklist". You can print new copies from TMXYou by searching "New Loan & Refinance/Add-on Checklist" and "NV" in Learning Resources.

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BORROWER NAT	И	W

Jowa

LOAN NUMBER:

8182-50314955

Verify the following Documents have been electronically saved in the Borrower's Account:

E-SIGN LOAN & REFINANCE DOCUMENTS	INITIALIT	INITIAL 2	TM MOBILE APP	INITIAL 1 INITIAL 2
Consent to Electronic Disclosures	- 1/		Mobile App Downloaded	
Privacy Policy	1 1	reg as reside	Account Linked in Mobile: App	
Credit Application		Though all officers	2 (2) (2) (3) (3) (3) (3) (3) (3) (3) (3) (3) (3	
Text Message Me Form				
Loan Agreement		650,656	07/01978 8	4915523

Paper copies of the following Documents MUST be placed in the Borrower's Paper Folder and electonic versions MUST be saved in the Borrower's Account.

SCANNED LOAN & REFINANCE DOCUMENTS  Valid Preof of Identification	INITIAL 1 INITIAL 2	INCOME DOCUMENTATION CHECKLIST  EMPLOYMENT VERIFICATION	INITIAL 1	MITIAL 2
Valid Income Documentation (see documentation checklist)	A LIVE	Pay-stup OR;	X	
to the right)		Bank Statement with income deposit (dated within past 40 days)		
Income & Expense Worksheet (completed & signed)  Black Book Printout		GOVERNMENT AGENCY OR STATE BENEFIT	INITIAL 1	INITIAL 2
Page 1 of Loan Agreement		Benefit Letter (dated within previous 12 months) OR;		
(to validate income & payment amounts)		Bank statement with benefit deposit (dated within past 40 days) OR;	新品类型的 安全性工作	
New Loan & Refinance/Add-on Checklist (completed)		Benefit card statement/copy of benefit check (dated.)		
You verify by signing below that the checklist is complete ar	d accurate and all	within gast 40 days)		
documents have the borrower's name and, if applicable, the agency name, and are dated within the necessary amount o	f days.	SELF-EMPLOYMENT	INITIAL 1	INITIAL 2
		Bank Statement (dated within past 40 days) OR;	and influenting a second and residual and residual	
EMPLOYEE COMPLETING CHECK+:  SIGNATURE:		Employment Contracts, Written Agreements or Involces OR;		
DATE:		Business Licenses or Registration OR,	5,524,5	
	nijarija kometa karantikaa eta eta eta eta	Federal income fax Return from previous year/current		
EMPLOYEE COMPLETING CHECK 2:  SIGNATURE:		IRS Schedule 1040ES for last quarter IMPORTANT: Scan and upload any income documentation pro- signed income & Expense Worksheet at every New Loan & Re	wided along with a finance/Add-on.	ompleted and
		NO INCOME DOCUMENTATION WAS P	ROVIDED	
		NOTE: A completed and signed locome & Expense Worksheet were provided;	is still required if n	o documents

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#### PAPERLESS NEW LOAN & REFINANCE/ADD-ON CHECKLIST CONT.

MXFINANCE | SAVITATIONISHES

The New Loan & Refinance/Add-on Checklist ensures all legal requirements are satisfied and borrowers receive the highest level of service. Every time a new loan or refinance/add-on is created, you must complete a checklist and scan it into the borrower's account as a "New Loan & Refinance/Add-on Checklist". You can print new copies from TMXYou by searching "New Loan & Refinance/Add-on Checklist" and "NV" in Learning Resources.

Customer Call Backs are made by the Store or General Manager. This process is considered complete once the borrower has been contacted or three (3) attempts to contact the borrower have been made.					THANK-YOU LETTER PRINTED AND MAILED) SIGNATURE:
ATTEMPT	DATE	YES	NO	MANAGER INITIALS	DATE:
Ist Attempt.'  2nd Attempt,	$\Delta \lambda$				The SM or GM should scan this completed New Loan & Refinance/Add-on Checklist into the Borrower's account under New Loan & Refinance Checklist after all areas have been completed.
3rd Atternot: Universe Silver <sup>M</sup> Direct Deposit of Charles electronic Signed Universe Silver <sup>M</sup> Account Documents of applicable)					STORE OR GENERAL MANAGER REVIEW: SIGNATURE: DATE:

NEVADA IN	COMI	<u> DOCUMEN</u>	TAHON AF	AD KEGOIKEIAII	EM 12 CHECKTIST	
	1 1		- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-		^ ~ —	$\overline{}$
e	1000	آه		Date of Loan:	03-06-	1070

					$\frac{1}{2}$
Borrower Name:	10	hws	Date	e of Loan:	05-06-2020
BOITOWEI Harrie.		IVIV.		Niconala a se	TOTAS CASIUSCO
Co-Borrower Name:			.   Loai	n Number:	M/80-3001-1003
CO-DOLLOWER Marrie.					
	•		AND THE ABOUT OF THE	こりつりついんピロッ	S INCOME SOURCE

COMPLETE TH	IE SECTION BELOW THA	T APPLIES T	O THE BORI	ROWER'S INCOME	: SOURCE.
Veri	fy income documentation	is acceptable	e (as definec	l 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		
Paystub <u>OR</u> bank statement with income deposit	<b>E</b>	
Income calculated using monthly gross amount		0. 
Completed VOI/VOE and Income Attestation		· 🗆
	SELI	F-EMPLOY

	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2		
	ify all documents have the Borrower's name Agency's name paying benefit				
	Provide ONE of the following:				
1. 2. 3.	Benefit Letter (dated within previous 12 months) Bank statement with benefit deposit (dated within previous 40 days) 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:		
Bank statement dated within previous 40 days AND completed Income Attestation		
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation		
Business Licenses or Registration AND completed Income Attestation		
Federal Income Tax Return: from previous year or current IRS Schedule 1040ES for last quarter		

GROSS INCOME CALCULATION		GROSS MONTHLY INCOME
Weekly: \$ x 52 = \$ / 12	=	\$
Bi-Weekly: \$ 2307. 69 x 26 = \$59.999911	12 =	\$ <u>4999.95</u>
Semi-Monthly: \$ x 24 = \$	_ / 12 =	\$
Monthly: \$ 1934 the Marty Some	=	\$ 1934.65

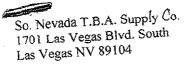
VERIFICATION			
	W		
Acceptable income documentation was collected	1 X		
Gross monthly income has been accurately calculated		<del>} </del>	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	L N	$\sim \perp$	
Bollower's gloss more materies of the			

## **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.
Only Submit a whitem representation as allowed by

	1 14	
		10. ( . )
(Rorrower Signature)		(Date)

TM.TB-NV-income Documentation and Requirements Checklist-V3-8.4.2017





Direct Deposit

Check number: DD15825 Employee Pay Stub Employee John Current YTD Amount Rate Earnings and Hours Qty 11,379.30 3,869.31 159.15 2,307.69 111:15 Salary Bonus Salary Holiday

a tempt toliday			
Salary Holiday	111:15	2,307.69	15,407.76
Dadications From	Gross	Current	YTD Amount
Deductions From Gross		-32.95	-164.75
Health Insurance (	ore-tax)	-11.94	-59.70
Dental Insurance (pre-tax)		-2.42	-12.10
Vision Insurance (p	re-lax)	-115.38	-864.36
401(K)		-162.69	-1,100.91
Tavas		Current	YTD Amount
Taxes		0.00	0.00
Medicare Employe	e Addi Tax	0.00	##O 00

Adjustin	-38.57	-486.60
Adjustments to Net Pay	Current Y	TD Amount
Medicare Employee	-179.92	-1,719.60
Social Security Employee Medicare Employee	-32.77	-219.9 <u>8</u>
Federal Withholding	-140.15	-940.62
Medicare Employee Addi Tax	-7.00	-559.00

Adjustments to Net Pay	Current	DAMOUN
A/R Pmt	-38.57	-486.60
Not Pav	1,926.51	12,100.65

Pay Period: 02/09/2020 - 02/	/22/2020 Pay	Date:

/2020	Pay Date: 02/20/2020	

CCN	
2214	
_	

*	**	5	19	2

Direct Deposit			Amount
Checking - *****9540			1,926.51
	e a al	YTD Used	Available
Paid Time Off	Earned	110 0364	6:16
PTO Vacation	2:08 0:00		80:00
Memo			

Direct Deposit

So. Nevada T.B.A. Supply Co., 1701 Las Vegas Blvd. South, Las Vegas NV 89104



Direct Deposit

Social Security Employee

Adjustments to Net Pay

Medicare Employee

A/R Pmt

**Net Pay** 

Check number: DD15825 **Employee Pay Stub** Emp<u>loyee</u> Johr Current YTD Amount Rate Earnings and Hours Qty 11,379.30 2,307.69 111:15 3,869.31 Salary 159.15 Bonus Salary Holiday 15,407.76 2,307.69 111:15 Current YTD Amount **Deductions From Gross** -164.75 -32.95 Health Insurance (pre-tax) -59.70 -11.94 Dental Insurance (pre-tax) -12.10 -2.42 Vision Insurance (pre-tax) -864.36 115.38 401(K) -1,100.91 -162.69 **Current YTD Amount** Taxes 0.00 0.00 Medicare Employee Addl Tax -559.00 -7.00 Federal Withholding -940.62

Pay Period: 02/09/2020 - 02	2/22/2020	Pay Date: 02/28	3/2020
SSN			
***-**-5192			
•			Amount
Direct Deposit			1,926.51
Checking - *****9540			•
Paid Time Off	Earned	YTD Used	Available
PTO	2:08		6:16 80:00
Vacation	0:00		00.00
Memo			
Direct Deposit			

So. Nevada T.B.A. Supply Co., 1701 Las Vegas Blvd. South, Las Vegas NV 89104

-140.15

-32.<u>77</u>

-179.92

-38.57

1,926.51

-219.98

-486.60

12,100.65

-1,719.60

Current YTD Amount

Applicant Name:	e Worksheet for Nev	JOHN		
Co-Applicant Name:				
Total Loan Amo		Control of the Contro	3,015.00	
Full loan amount including title fees. This should mate Payment	n the contractual loan amount.	. <b>.</b>	727.47	
*Verify this is equal to or greater than the cor		<b>Y</b>		
	Income			
Income Type/Source	Amount	Pay Frequency	<i>Sub-Monthly Total:</i> \$5,000.00	
	The second secon	Bi-Weekly	\$1,934.65	
2	\$1,934.65	Monthly	\$1,934.03	
	\$0.00	angany and the company of the compan	\$0.00	
_	\$0.00 \$0.00		\$0.00	
5 医不完全性 医甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基		Income TOTAL:	\$6,934.65	
		micome rorat.	30,334.05	
Expense Description	Expenses  Amount		Sub-Monthly Total:	
3073	\$800.00		\$800.00	
1 Rent/Mortgage 2 Utilities	\$250.00		\$250.00	
3 Insurance	\$147.00		\$147.00	
4 Other Expenses (loans, food, etc.)	\$300.00		\$300.00	
Additional Title loans with			·	
5 TitleMax/TitleBucks	\$0.00		\$0.00	
	Gross Monthly	Expense TOTAL:	\$1,497.00	
Net Monthly Income (Discr		\$!	5,437.65	
Monthly Loan Payment must be at least	\$1 less than this amount			
Payment (from Total loan amount)		\$727.47		
You, state(s) as follows:  1. I, under penalty of perjury, do hereby swood correct; any misrepresentation of factual da  2. I understand that the income documentation and my ability to repay, a title loan made ur	ta above is solely my respons tion, if any, and details provid	sibility. led are being used to dete		
☐ I am unable to provide income verifi ☐ I have provided income verification				
44		Date:	3-(0-00	
Applicant Signature		- Date:		
		Date. ■	<u></u>	
Co-Applicant Signature				

TM.TB-NV-Income & Expense Wkst-V6-2.11.2020

Employee Signature

000306

#### **Contact Information** 3/6/2020

Company: Titlemax - Stores (314391 Internet)

Contact: Laura Farris

Telephone: 404-542-6618

Fax:

7362

E-Mail: laura.farris@titlemax.biz

# Notes

#### Vehicle Info For 2006 GMC Sierra 2500 SL Crew Cab

MSRP: \$29,400

Loan Value: \$10,825

Equip Ret: \$31,265 Tire Size: 245/75R16

Base HP: 300 @ 4400

Taxable HP: 52.7

Model Number: TC25943

UVC: 2006340779

MPG: --/--

Weight: 9200

Fuel Type: Diesel

Wheelbase: 167.0 End of Term 0 Months:

Price Includes: AT AC 8CY

Adj. State: National

Mileage: 0

Mileage Cat: G

Cylinders: 8

Transmission: A

Drive Train: RWD

End of Term Mileage: 0

#### Wholesale Black Book values as of 3/6/2020

等的不是一种的一种,我们就是一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的						
	X-CL	Clean	Average	Rough		
Base	N/A	\$8,150	\$5,350	\$3,050		
Options	N/A	\$2,750	\$2,750	\$2,750		
Mileage	N/A	\$0	\$0	\$0		
Region	N/A	\$0	\$0	\$0		
Adjusted	N/A	\$10,900	\$8,100	\$5,800		

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

#### Trade In Black Book values as of 3/6/2020

	X-CL	Clean	Average	Rough
Base	N/A	\$8,315	\$5,515	\$2,925
Options	N/A	\$2,750	\$2,750	\$2,750
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0

https://www.blackbookpricepoint.com/print/?document=LenderSolution

3/6/2020

X-CL Clean Average Rough

Adjusted N/A \$11,065 \$8,265 \$5,675

History Adjustments 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	3/6	/2020
LACT CCI	Taken Cir.					-, -	

×	C-CL	Clean	Average	Rough
Base	N/A	\$11,575	\$8,300	\$5,700
Options	N/A	\$2,750	\$2,750	\$2,750
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$14,325	\$11,050	\$8,450

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** 

8100 V8 +350

Cab & Chassis -500

Chrome Package +100

Duramax Diesel +2750

Flat Dump +1800

Flat/Stake Bed +850

Hydrlc Hook Wrecker +2800

Landscape Body +1275

Liftgate +400

Power Windows +275

Refrigerated Body +1900

Rollback Wrecker +4000

Util/Work Body +850

Van/Box Body +1600

w/o AT - Exc Diesel -750

https://www.blackbookpricepoint.com/print/?document=LenderSolution

3/6/2020

#### 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: 03/06/2020 Loan Number: 10769-8182-50314855 Lender Customer Service: (702) 255-2274		
Borrower: JOHN		Co-Borrower: N/A		
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:	
2006	GMC	Sierra 2500	7362	

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	provided to me or on my behalf.	paid after I have made all payments as scheduled.
97.21%	\$968.32	\$2,814.61	\$3,782.93

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$540.43	04/05/2020
1	\$540.43	05/05/2020
1	\$ 540.43	06/04/2020
1	\$ 540.43	07/04/2020
1	\$ 540.43	08/03/2020
1	\$ 540.43	09/02/2020
1	\$ 540.35	10/02/2020

**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 # 10769-8120-50070787 ) \$2,814.61

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 \$2,814.61

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$2,814.61 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 97.2100 % 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.
- I. 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 Frial 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	"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.
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:  • 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	<ol> <li>For Disputes subject to this Clause, I give up my right to:         <ol> <li>Have juries decide Disputes.</li> <li>Have courts, other than small claims courts, decide Disputes.</li> <li>Serve as a private attorney general or in a representative capacity.</li> </ol> </li> <li>Join a Dispute I have with a dispute by other consumers.</li> </ol>

		5. Bring or be a class member in a class action or class arbitration.
		Lender also gives up the right to a jury trial and to have courts decide Disputes Lender wishes to arbitrate.
Can I or anyone else start class arbitration?	No	TPAs 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 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.
	Al	RBITRATION 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.



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.

#### JOHN (\*\*\*\*5192)

000316

Loan Detail [View all Loans]

 Loan ID:
 10769-8120-50070787
 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: 02/28/2020 Status: None Earned Fees: N/A Due Date: 04/28/2020

10769 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #8

TITLEMAX OF Last Full Payment: 03/06/2020

Assigned Collector: Recent: 200 Days

History   Contracts & Receipts   Notes   Letters & Documents						ents
Transaction History					[ Transacti	on Detail ]
Date Type	Prin	Fee	Discount	Change	Total	Balance
02/28/2020 New Lo	an \$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Disburs 02/28/2020 to Custom	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Disburs	se.					
02/28/2020 Disburs to DMV	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$5,000.00
Origina 02/28/2020 Fee - Li Fee  03/06/2020 Interes	en \$21.00 t - \$0.00	\$0.00 \$93.61	\$0.00	\$0.00 \$0.00		\$5,021.00 \$5,114.61
Interes	t \$5.55	Ψ70.01	Ψ0.00	Ψ0.00	Ψ70.01	ψ5,114.01
03/06/2020 Paymer Tender	nt (\$2,006.39) : Bank Card - 0003	, ,	\$0.00	\$0.00	\$2,100.00 \$2,100.00	\$3,014.61
Interes Interes	\$(1 (1))	(\$93.61)				
Origina Fee - L Fee		\$0.00				
New Lo	an (\$1,985.39)	\$0.00				
03/06/2020 Paymer	nt (\$200.00)	\$0.00	\$0.00	\$0.00	\$200.00	\$2,814.61

Tender: Cash \$200.00

New Loan (\$200.00) \$0.00

03/06/2020 Refinance (\$2,814.61) \$0.00 \$0.00 \$0.00 \$2,814.61 \$0.00

New Loan (\$2,814.61) \$0.00

000317

#### JOHN (\*\*\*\*5192)

000318

Loan Detail [View all Loans]

**Loan ID**: 10769-8182-50314855 Pmt UNIVERSE SILVER -Balance: \$0.00 Account: SILVE. 18653 Principal: \$0.00

Model: NV 210-P Fees: \$0.00 # of 7 Status: Paid Off Pmts: Earned Principal: N/A

Sub-LF Orig None Earned Fees: N/A Status: Store:

10769 Originated: 03/06/2020 TITLEMAX OF Store:

LAS VEGAS, Due Date: 08/03/2020 NV #8

Late: Not Late Parent 10769-8120-Last Full 06/17/2020 Payment: Loan ID: 50070787

Assigned N/A Collector: Recent: 97 Days

#### History | Contracts & Receipts | Notes | Letters & Documents

Transaction	History					[ Transac	tion Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
03/06/2020	New Loan	\$2,814.61	\$0.00	\$0.00	\$0.00	\$2,814.61	\$2,814.61
03/06/2020	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$2,814.61	\$2,814.61
04/06/2020	Interest - Interest	\$0.00	\$232.38	\$0.00	\$0.00	\$232.38	\$3,046.99
04/06/2020	_	(\$317.62) ard (Auto) - 13		\$0.00	\$0.00	\$550.00 \$550.00	\$2,496.99
	Interest - Interest	\$0.00	(\$232.38)				
	New Loan	(\$317.62)	\$0.00				
04/29/2020	Interest - Interest	\$0.00	\$152.95	\$0.00	\$0.00	\$152.95	\$2,649.94
04/29/2020		(\$397.05)		\$0.00	\$0.00		\$2,099.94
	Tender: Ca	rd (Auto) - 13	313			\$550.00	
	Interest - Interest	\$0.00	(\$152.95)				

	New Loar	n (\$397.05)	\$0.00				
06/04/2020	Interest - Interest	\$0.00	\$201.34	\$0.00	\$0.00	\$201.34	\$2,301.28
06/04/2020	,	(\$339.09) Card (Auto) - 13	,	\$0.00	\$0.00	\$540.43 \$540.43	\$1,760.85
	Interest - Interest New Loar	\$0.00	(\$201.34) \$0.00				
06/17/2020	Interest - Interest	\$0.00	\$60.97	\$0.00	\$0.00	\$60.97	\$1,821.82
06/17/2020		(\$1,760.85) Card (Auto) - 13		\$0.00	\$0.00	\$1,821.82 \$1,821.82	\$0.00
	Interest - Interest New Loar	\$0.00	) (\$60.97) ) \$0.00				

## NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

	-0		
Borrower Name:	Kegina	Date of Loan:	16418
Co-Borrower Name:	1	Loan Number:	2826-28757927

Co-Borrower Name:		·	Loan Number: 2826-28	757	727
<u>COMPLETE TH</u> Verif	E SECTION y income do	BELOW TH	AT APPLIES TO THE BORROWER'S INCOME SOURCE on 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	: 🗆		Verify all documents have the Borrower's name and Agency's name paying benefit		
Paystub <u>OR</u> bank statement with income deposit			Provide ONE of the following	ţ:	
Income calculated using monthly gross amount  Completed VOI/VOE and Income Attestation			<ol> <li>Benefit Letter (dated within previous 12 months)</li> <li>Bank statement with benefit deposit (dated within previous 40 days)</li> <li>Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)</li> </ol>		
	CEI	E ENADI OVE	DINCOME	Check 1	Check 2
SELF-EMPLOYED INCOME Ch  Verify the Borrower's name on all documents. Use ONE option from the following:					
Bank statement dated within pro			······································		
Employment Contracts, Written	Agreement	s, or Invoic	es AND completed Income Attestation		
Business Licenses or Registration	AND comp	leted Inco	me Attestation		
Federal Income Tax Return: from	n previous y	ear or curr	ent IRS Schedule 1040ES for last quarter		
GROSS IN	COME CALC	JLATION	GROSS MONTHL	Y INCOME	
<b>Weekly:</b> \$ x 52 =	\$	/ 12	= \$		
Bi-Weekly: \$ <u>594.80</u> x 26	= \$ <u> </u>   546	94-89/12	s 1288	. 73	
Semi-Monthly: \$	x 24 = \$		/ 12 = \$		
Monthly: \$			= \$		
			<u>VERIFICATION</u>		٨
Acceptable income documentation Gross monthly income has been acc Borrower's gross monthly income n	curately calcu	ılated	mentation, income calculation, and Income & Expense W	L) kst L	3 1
				···	

**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 by	Ilowed by Nevada Revised Statute 604A and NAC 604A

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017



Bringing Quality Healthcare to Nevada's Communities

May 17, 2018

Regina

Dear Regina,

It is my pleasure to extend you this offer of employment as a Medical Assistant with Nevada Health Centers (NVHC). This position is located at our Las Vegas Martin Luther King Health Center and reports to Samantha Ford, Practice Manager.

We are offering you an hourly salary of \$14.87, currently paid bi-weekly, which will be subject to deductions for taxes and other withholdings as required by law or the policies of the company.

NVHC offers a comprehensive benefits package, including health, life, disability, vision, dental insurance coverage and 403(b) retirement plan participation. As a Full Time (Non-Exempt) employee of NVHC, you will accrue paid time off based on company policy and be eligible to receive paid holidays determined annually by the company. Benefits are current at time of this writing, but are subject to periodic company review and can be changed at any time, if eligible.

Your start date is targeted for May 29, 2018. Plan to arrive at our Martin Luther King Administrative office at 8:30 am on May 29, 2018 for onboarding. Please be sure you have completed and submitted documentation for your required immunizations prior to your start date. Also be sure to bring your identification and right-to-work documents for your 1-9 forms on your start date.

Your employment with NVHC is at-will and either party can terminate the employment relationship at any time with or without cause and with or without notice. This offer is contingent upon your passing our mandatory background check.

NVHC requires Medical Assistants to be nationally certified as a Certified Medical Assistant (CMA), Certified Clinical Medical Assistant (CCMA) or AMT Registered Medical Assistant. If you are not nationally certified upon hire, your employment will be conditional for 90 days. NVHC will reimburse you for the cost of one passing certification exam fee following the successful completion of the examination. You must successfully pass the required national certification test within 90 days of your date of hire in order to maintain employment at NVHC. Our Clinical Educators will follow up with you and provide additional details and support regarding this important certification.

You acknowledge that this employment offer letter represents the entire agreement between you and NVHC. Verbal or written agreement, promises or representations outside of this offer letter are non-binding upon NVHC.

If you are in agreement with the above employment offer details, please sign below and return this employment offer by return email scan to: <a href="mailto:ewarren@nvhealthcenters.org">ewarren@nvhealthcenters.org</a> or via fax number: (702) 543-2966. Should you have any further questions prior to your start date, please do not hesitate to contact me at (702) 597-3862.

Carson City Administrative Office

3325 Research Way, Carson City, Nevada 89706 • phone (775)887-1590 • fax (775)887-7047

Las Vegas Administrative Office

1799 Mt. Mariah Drive, Las Vegas, Nevada 89106 • phone (702)307-5414 • fax (702)307-5421

www.nvhealthcenters.org



Bringing Quality Healthcare to Nevada's Communities

We look forward to you joining the NVHC team!

Signatures:		
Empoh Warre		
Emma L. Warren	Regina Owens	Date
HR Business Partner		

Carson City Administrative Office
3325 Research Way, Carson City, Nevada 89706 • phone (775)887-1590 • fax (775)887-7047
Las Vegas Administrative Office
1799 Mt. Mariah Drive, Las Vegas, Nevada 89106 • phone (702)307-5414 • fax (702)307-5421

www.nvhealthcenters.org



# CENTERS QUESTIONS? E-MAIL HR@NVHEALTHCENTERS.ORG ROLL SCHEDULE • 2018

PAYROLL #	PAY PERIOD Start	PAY PERIOD END	TIMECARDS DUE	PAY DAY
1	42/24/17	1/6/18	1/8/18	1/11/18
7. (2)	1/7/18	1/20/18	§ 1/22/18	1/25/18
3 3 3 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4	1/21/18	2/3/18	2/5/18	2/8/18
4	2/4/18	2/17/18	3. 2 <i>1</i> 20/18	2/22/18
5.5	2/18/18	3/3/18	3/5/18	3/8/18
65.4	3/4/18	3/17/18	3/19/18	3 <u>/22</u> /18
70.5 1.00	3/18/18	3/31/48	4/2/18	4/5/18
<b></b>	4/1/18	4/14/18	4/16/18	4/19/18
9 : 1	4/15/18	. 1955 / <b>4/28/18</b>	4/30/18	5/3/18
10, 2 g	4/29/18	5/12/18	5/44/48	5/17/18
4.6	5/B/18	5/26/18	5/29/18	5/31/18
r 12 % j	5/27/48	6/9/48	6/11/48	± 6/14/48
<b>J</b>	6/10/18	6/23/18	-6/25/18	6/28/18
34	<i>6/24/</i> 18.	*- 7/7/48 **-	, <u>7/9/18</u>	c 7/12/18
	7/8/18	- (7/21/18)	** * 7/23/48*	. <b>7726/18</b>
3 1 K	7/22/18	8/4/18	8/6/18	*8/9/18*
- v 3.47. G	8/5/18	8/18/18	8/20/18	8/23/18
	E8/19/18	- 9AA8	9/4/18	9/6/48
	9/2/18	9/15/18	9/17/18	9/20/18
200	9/16/18	9/29/18	10/1718	10/4/18
	9/30/18	10/13/18	10/15/18	40/18/18
227	- 10/14/18	10/27/18	10/29/18.	11/1/18
	10/28/18	11/10/18	0 41/3 <u>2/</u> 18	41/15/18
22.	11/11/18	11/24/18	. L.	. 44/29/18 <sup>**</sup>
7,700 m		12/8/18	12/10/18	12/E/18
	4/16/1 <b>2/9/18</b> : 4±11	12 <i>1</i> 2218	1907724/18	12/27/18

#### **Income Attestation Statement**

, 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

Dat#

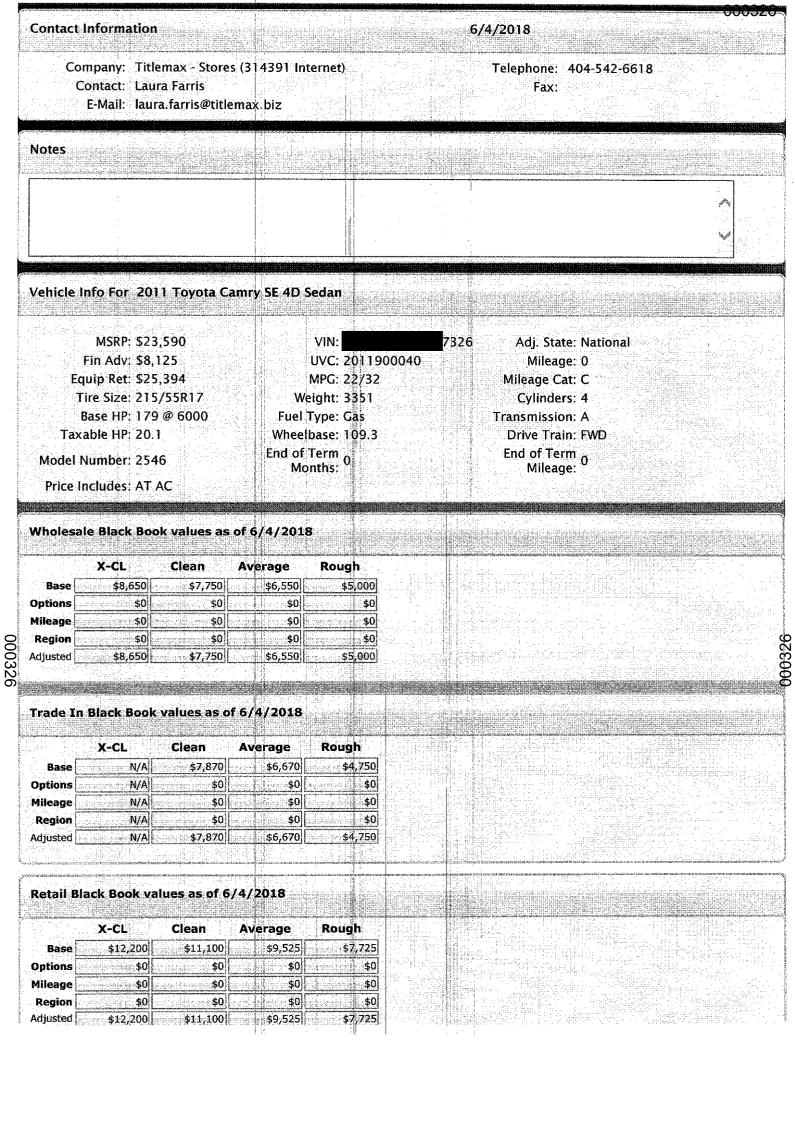
TM.TB-NV-Income Attestation Statement- V1.07.13.2017

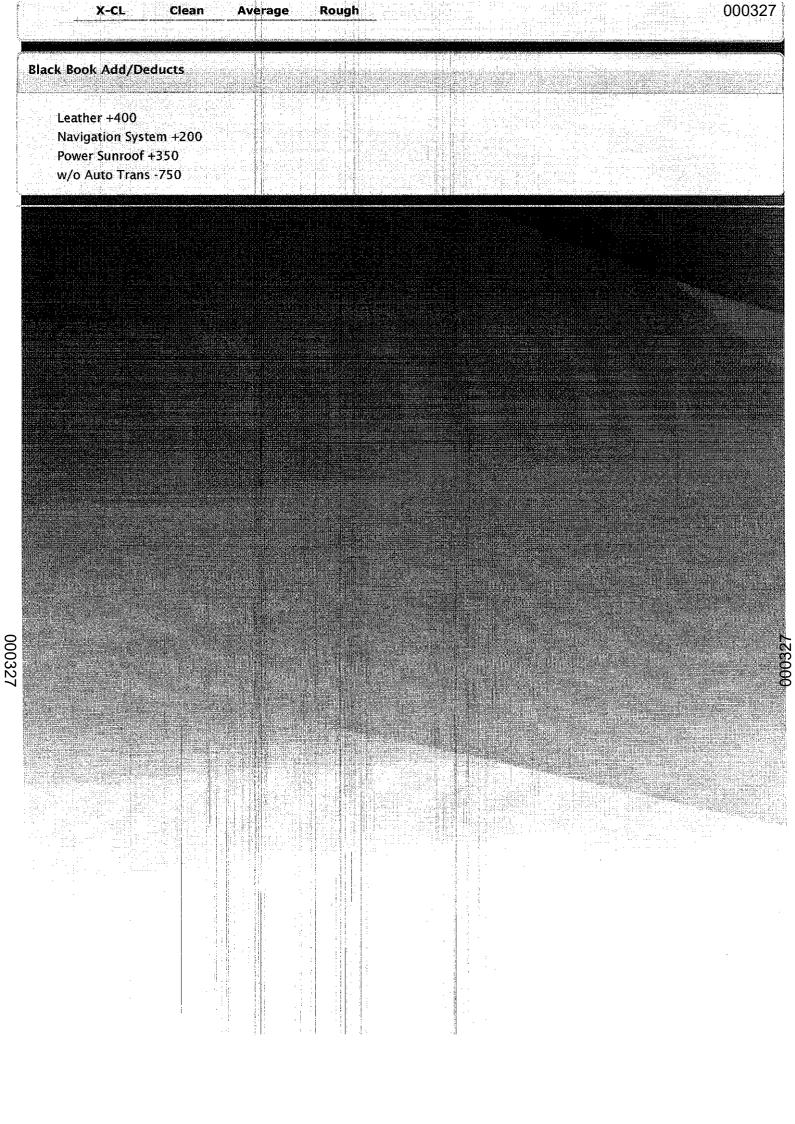
		ncome and Expense	Worksheet	
A	pplicant Name:		REGINA	
С	o-Applicant Name:			
*Fi	Total Loan Amo  Il loan amount including title fees, this should match			2,021.00
Ė	Payment	the conductor roan amount.		
860 (82)	*Verify this is equal to or greater than the cont	ractual payment amount	ļ	503.28
		Income		
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$594.80	Bi-Weekly	\$1,288.73
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly	Income TOTAL:	\$1,288.73
		Expenses		saganahi 2003 - Hangi da Upush Haran Buda s
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$366,00		\$366.00
2	Utilities	\$0,00	建设设备的-销售的企业。 2017年	\$0.00
3	Insurance	\$83.00		\$83.00
4	Other Expenses (loans, food, etc.)	\$80.00		\$80.00
5	Additional Title loans	\$0.00	enament era et dan betek et et e	\$0.00
		<b>Gross Monthly</b>	Expense TOTAL:	\$529.00
	Net Monthly Income (Discreti	ionary income in ACV)		
	Monthly Loan Payment must be at least \$		Ş	5759.73
	Payment (from Total loan amount)		\$503,28	
	u, state(s) as follows: You have provided us with true and correct			
	hicle; and	i illormation concerning yo	ur income, obligations, er	nployment, and ownership of the
	You have the	<u></u>		. / // / /
			Date:	(014118
	Applicant Signature		,	41111

Date:

000325

Co-Applicant Signature





Th

#### 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: 06/04/2018 Loan Number: 10769-2826-28757927 Lender Customer Service: 1-800-804-5368				
Borrower: Regina	· · · · · · · · · · · · · · · · · · ·	Co-Borrower: N/A				
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle M	lodel:	Motor V	ehicle ID #:	
2011	Toyota	Camry	<i>i</i>		7326	

#### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ž.	•	•	
ANNUAL PERCENTAGE	FINANCE	Amount Financed	Total of Payments
RATE The coet of my credit as a	CHARGE The dollar amount the credit	The amount of credit provided to me or on my	The amount I will have paid after I have made all
	will cost me.	behalf.	payments as scheduled.
179.86%	\$1,357.43	\$2,021.00	\$3,378.43

Payment Schedule: My payment schedule will be:

Nu	mber of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")	
3:	1	\$482.64	07/04/2018	
	1	\$482.64	08/03/2018	10 A
	1	\$ 482.64	09/02/2018	ě.
Š.	1	\$482.64	10/02/2018	
- <del>1</del> - 31	1	\$482.64	11/01/2018	
ŢĴ.	.1	\$482.64	12/01/2018	***
¥.	1	\$482.59	12/31/2018	Å,

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:

Plus: Amount paid on my account(s) with Lender

TM.TB Nevada Loan Agreement - V3 - 08.28.2017

\$2,000.00 \$0.00

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<sup>&</sup>quot;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.

Plus: Amount paid to public official for Lien Filing Fee \$21.00

Plus: Amounts paid to other parties on my behalf
Payment to: N/A \$0.00

Payment to:

Equals: Amount Financed/Principal Loan Amount \$2,021.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$2,021.00 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.
- 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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TM.TB Nevada Loan Agreement - V3 - 08.28.2017

- 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.
- 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.
- I. 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.

- 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.

TM.TB Nevada Loan Agreement - V3 - 08.28,2017

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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:
- 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 of 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.

radiction part in men	en sporte energy and design	BACKGROUND AND SCOPE
Question	Short Answer	<u>Further Detail</u>
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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*		
	197 197 198 198 198	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:  • 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
What rules apply to the arbitration?	Usually, the arbitration company rules	years of experience or a retired judge.  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 giying up		For Disputes subject to this Clause, I give up my right to:

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	#4. *\frac{1}{2}	
		<ol> <li>Have a court, other than a small claims court, decide Disputes.</li> <li>Serve as a private attorney general or in a representative capacity.</li> <li>Join a Dispute I have with a dispute by other consumers.</li> </ol>
		Bring or be a class member in a class action or class arbitration.  Lender also waives its jury trial right and its right to have a court
		decide Disputes Lender starts.
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.
. Agylan i militari ya mana i man Mana i mana i	AR	BITRATION 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?	lf 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 does not allow 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.
  - 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.
  - 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: Regina			By signing this Note, Lender agrees to be bound be this Note, including the Waiver of Jury Trial and Arbitration Clause.		
4A503AE8F530465	: .	6/4/2018			
Borrower Signature	# # # = 1 = 1	Date	LENDER: TitleMax of Nevada, Inc. d/b/a TITLEMAX		
3.	1.7				
CO-BORROWER: N/A	4 \$4 \$7		Lizbeth Sandoval Diaz		
	1.27 1.48		By:		
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.

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- Oakor	$ M_{\alpha}$
Borrower Name:	Date of Loan: $QQ/QQ$
Co-Borrower Name:	Loan Number: 2030 - 296
COMPLETE THE SECTION BELOW 7	THAT APPLIES TO THE BORROWER'S INCOME SOURCE.

Co-Borrower Name: Loan Number: 24872362						
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				Verify all documents have the Borrower's name and Agency's name paying benefit		
Paystub <u>OR</u> bank statement with income deposit			,	Provide ONE of the following	g:	
Income calculated using monthly gross amount  Completed VOI/VOE and Income Attestation		<b>⊠</b> .	-	Benefit Letter (dated within previous 12 months)     Bank statement with benefit deposit (dated within previous 40 days)     Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days)		
	SELF-EMPLOYED INCOME Check 1 Check 2					Check 2
	Verify the Borrower's name on all documents. Use ONE option from the following:					
Bank statement dated within pre		-				
				ID completed Income Attestation		
Business Licenses or Registration Federal Income Tax Return: from				RS Schedule 1040ES for last quarter		
GROSS INC	OME CALC	ULATION		GROSS MONTI	ILY INCOMI	
Weekly: \$x 52 = \$	3	/ 12		= \$		
Bi-Weekly: \$594.80 x 26 = \$15464.8612 = \$1288.73					>	
Semi-Monthly: \$>	c 24 = \$		_ / 12	= \$		
Monthly: \$						
Monthly: \$				= \$		

<u>VERIFICATION</u>		2	
Acceptable income documentation was collected	W		_
Gross monthly income has been accurately calculated	W	1	
Borrower's gross monthly income matches on income documentation, income calculation, and Income & Expense Wkst	M	<u> </u>	

#### **Borrower Attestation**

nable to provide any of the supplemental income documentation listed above and can By signing s allowed by Nevada Revised Statute 604A and NAC 604A.

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

### **Income Attestation Statement**

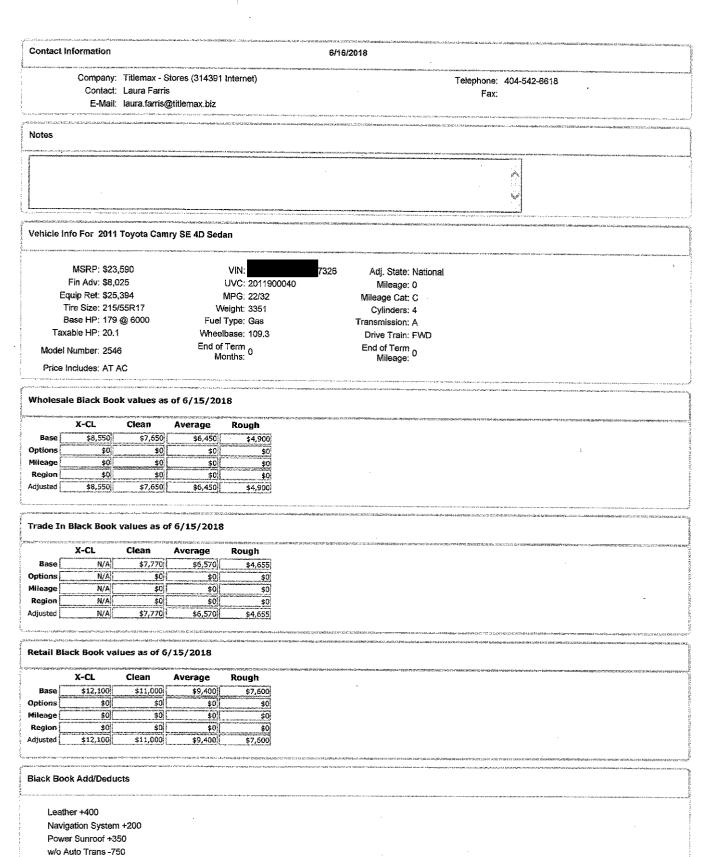
, under penalty of perjury, do hereby swear that the income and expense details provided by me to TitleMax of Nevada, Inc. (the "Company"), and relied upon by the Company, are true and accurate. I also attest that the income and expenses are factually correct; any misrepresentation of factual data above 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

TM.TB-NV-Income Attestation Statement- V1.07.13.2017

	Income and Expense	1:35 Let 8 (pt. 200 e/ge) (vt. 200 ) 1/4/2/20 \$0022 10025 200	and the second of the second o
Applicant Name:		REGINA	The state of the s
Co-Applicant Name:			The second secon
Total Loan An	· ·	\$2	2,021.00
*Full loan amount including title fees, this should ma Payment		PROGRAM THE CONTRIBUTION OF SAME MANAGEMENT CONTRIBUTIONS	503.28
*Verify this is equal to or greater than the	1	7	
	income		
Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
		Bi-Weekly	\$1,288.73
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00	27 E   27	\$0.00
5	\$0.00	A SECTION SECTION AND AND AND AND AND AND AND AND AND AN	\$0.00
	Gross Monthly	/ Income TOTAL:	\$1,288.73
	Expenses		
Expense Description	Amount		Sub-Monthly Total:
1 Rent/Mortgage	\$366.00	+	\$366.00
2 Utilities	\$0.00	+ '	\$0.00
3 Insurance	\$83.00	+	\$83.00
4 Other Expenses (loans, food, etc.)	\$80.00	+	\$80.00
5 Additional Title loans	\$0.00		\$0.00
	Gross Monthly	Expense TOTAL:	\$529.00
Net Monthly Income (Di Monthly Loan Payment must be at lea	· · · · · · · · · · · · · · · · · · ·	•	\$759.73
Payment (from Total loan amount)		\$503.28	nderma. I, principali, and a strain
You, state(s) as follows:  1. You have provided us with true and co Vehicle; and  2. You have the at  Applicant Signature	orrect information concerning yo	our income, obligations, el	Thing
		Date:	

Co-Applicant Signature



https://www.lendersolutionsonline.com/print/?document=LenderSolution

6/16/2018

#### 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 4811 WEST CRAIG RC LAS VEGAS, NV 89130	)AD	Loan Date: 06/16/2018 Loan Number: 10769-2934-2 Lender Customer Service: 1	
Borrower:		Co-Borrower:	
Regina		N/A	
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:
2011	Toyota	Camry	7326

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the cree	in provided to me or on my	paid after I have made all
yearly rate.	will cost me.	behalf.	payments as scheduled.
179.88%	94,034.70	\$ 7,540.52	\$2,575.22

Payment Schedule: My payment schedule will be.

Number of Payments	Amount of F ayments	When Payments Are Due (each a "Payment Due Date")
1	\$367.89	07/16/2018
1	\$367.89	08/15/2018
1	\$ 367.89	09/14/2018
1	\$367.89	10/14/2018
1	\$367.89	11/13/2018
1	\$367.89	12/13/2018
1	\$367.88	01/12/2019

**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

\$1,540.52

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:	
Equals: Amount Financed/Principal Loan Amount	\$1,540.52

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,540.52 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 Len 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 ay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. It 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 render 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.
- 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed e relief Lender must always act lawfully and achin he ( waive my default and consider my ce. account in good standing if I bring the account ırren atisfactory 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 30 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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 d. offering Borrower a Repayment Plan.
- 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 default on my account.
- Important Information About Opening Accounts Toh elp fight te rrorism and money laundering, Lender must identify each person who opens an acco Lmust 🧃 ne, address, date of birth and other Lender my n requested information and documents, such as my dr ense.
  - Telephone Recording: Lend 19. may
- conjitor and record any phone conversation Lender and I have.

  Sechanged to comply with law Such change will not affect any pitration is allowed either party may require that a judge (with no light rules). Severability: Invalid rms eof w other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- Successors and Assigns. This Note hinds 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 lote 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.
- 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.
- 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	<u>Further Detail</u>
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

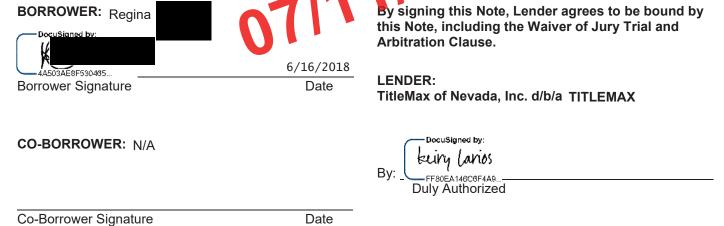
		disagreements that usually would be resolved in court. "Dispute" also
Who is a "Related Party"	Usually a person or company related to Lender	includes claims and disagreements I have with Related Parties.  "Related Parties" are Lender's affiliates. They also are employees, directors, officers, shareholders, 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 putst 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  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.

		<ol> <li>Have a court, other than a small claims court, decide Disputes.</li> <li>Serve as a private attorney general or in a representative</li> </ol>			
		capacity.  4. Join a Dispute I have with a dispute by other consumers.			
		<ol> <li>Bring or be a class member in a class action or class arbitration.</li> </ol>			
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.			
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 Lam 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 of one party sues or threatens to sue, the other party can de hand arbitration. This demand can be made in court papers it can be made in 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 n-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?		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 Vericle
  - 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 Marin 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 has Note only by a writing signed by all of us.



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

#### REGINA (\*\*\*\*3941)

000346

Loan Detail [View all Loans]

 Loan ID:
 10769-2826-28757927
 Balance: \$0.00
 Pmt Account: N/A

 Model:
 NV 210-P
 Fees: \$0.00
 # of Pmts: 7

 Fees:
 \$0.00
 LF Orig Store:

Status: Refinance
Sub-Status:

None

Earned Principal: N/A
Originated: 06/04/2018

Due Date: 08/03/2018

10769 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #8 Last Full Payment: 06/16/2018

Assigned Collector: Recent: 829 Days

#### History | Contracts & Receipts | Notes | Letters & Documents

History   Contracts & Receipts   Notes   Letters & Documents						nts	
Transaction History						[ Transactio	n Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
06/04/2018	New Loan	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
06/04/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
	Disburse						
06/04/2018	to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$2,000.00
06/04/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$2,021.00
06/16/2018	Interest -	<b>\$0.00</b>	¢440.50	<b>#0.00</b>	¢0.00	¢110 F2	¢2.140.52
06/16/2018	Interest	\$0.00	\$119.52	\$0.00	\$0.00	\$119.52	\$2,140.52
06/16/2018	Payment	(\$480.48)	(\$119.52)	\$0.00	\$0.00	\$600.00	\$1,540.52
	Tender: Bar	nk Card - 67291	15			\$600.00	
	Interest - Interest	\$0.00	(\$119.52)				
	Origination Fee - Lien F	ee (\$21.00)	\$0.00				
	New Loan	(\$459.48)	\$0.00				
06/16/2018	Refinance	(\$1,540.52)	\$0.00	\$0.00	\$0.00	\$1,540.52	\$0.00

#### REGINA (\*\*\*\*3941)

Loan Detail [View all Loans]

Model: NV 210-P Fees: \$0.00 LF Orig Store: Status: Paid Off

Sub-Status: N/A Earned Principal: N/A Originated: 06/16/2018

Earned Fees: N/A Due Date: 08/15/2018

Store: TITLEMAX OF LAS VEGAS, Last Full Payment: 07/11/2018

NV #8 Payment:

Recent: 804 Days

Parent 10769-2826-Loan ID: 28757927

Assigned N/A

#### History | Contracts & Receipts | Notes | Letters & Documents

#### **Transaction History** [ Transaction Detail ] Date Prin Fee Discount Change Total **Balance** Type New 06/16/2018 \$1,540.52 \$0.00 \$0.00 \$1,540.52 \$1,540.52 \$0.00 Paid on 06/16/2018 \$0.00 \$0.00 \$0.00 \$0.00 \$1,540.52 \$1,540.52 Interest

07/11/2018 - \$0.00 \$189.80 \$0.00 \$0.00 \$189.80 \$1,730.32 Interest

07/11/2018 Pay Off (\$1,540.52) (\$189.80) \$0.00 \$0.00 \$1,730.32 \$0.00

Tender: Bank Card - 931773 \$1,730.32

Interest - \$0.00 (\$189.80)

New Loan (\$1,540.52) \$0.00

#### 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: 02/27/2018 Loan Number: 10869-1353-18929341 Lender Customer Service: 1-800-804-5368			
Borrower:		Co-Borrower:	Co-Borrower:		
Douglas		N/A			
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:		
2006	Chevrolet	Colorado	0231		

<sup>&</sup>quot;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	FINANCE		Amount Financed	Total of Payments
RATE	CHARGE		The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the	credit	provided to me or on my	paid after I have made all
yearly rate.	will cost me.		behalf.	payments as scheduled.
167.88%	\$573.13		921.00	\$1,494.13

Payment Schedule: My payment schedule will be?

Number of Payments	Amount of Fayments	When Payments Are Due (each a "Payment Due Date")
1	\$213.45	03/29/2018
1	\$213.45	04/28/2018
1	\$ 213.45	05/28/2018
1	\$213.45	06/27/2018
1	\$213.45	07/27/2018
1	\$213.45	08/26/2018
1	\$213.43	09/25/2018

**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: \$900.00

Plus: Amount paid on my account(s) with Lender \$0.00

Plus: Amount paid to public official for Lien Filing Fee	\$21.00
Plus: Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
Equals: Amount Financed/Principal Loan Amount	\$921.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$921.00 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 167.8800% 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 a 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 tender 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.
- I. 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.
- 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 Repayment Plan, Lender may repossess and foreclose upon the Vehicle with or without judicial process. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed relief Lender must always act lawfully and achin he ( rive my default and consider my ce. account in good standing if I bring the account ırren atis ory 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defaul on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco ne, address, date of birth and other must g er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. may
- onitor and record any phone conversation Lender and I have.

  be changed to comply with law. Such change will not affect any
  bitration is allowed either party may require that a judge (with no Severability: Invalid rms eof w other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- 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.
- 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.
- 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.
- 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.

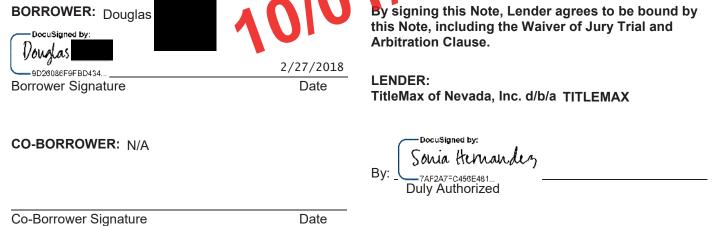
BACKGROUND AND SCOPE		
Question	Short Answer	<u>Further Detail</u>
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims 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
Who is a "Related Party"	Usually a person or company related to Lender	includes claims and disagreements I have with Related Parties.  "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 pust 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  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.

	I	
		2. Have a court, other than a small claims court, decide Disputes.
		Serve as a private attorney general or in a representative capacity.  A lain a Dispute Library with a dispute by attended a second control of the contr
		4. Join a Dispute I have with a dispute by other consumers.
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.
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 of one party sues or threatens to sue, the other party can de naid 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	A y 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.
	ARI	BITRATION 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.
  - 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 Marin 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 have change has Note only by a writing signed by all of us.



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

MENADA INCORE	<u> </u>		
MEVADA INCOME	DOCUMENTATION	AND REQUIREMENT	C C115014110-
,		WIND VERRINGIAL	2 CHECKLIST

NEVADA INC	COME DO	CUME	NTAT	ION AND REQ	UIREM	ENTS CHECKLIS	ST	
Borrower Name: Dough	as			Date of	l oan:	2.2719	<del>/</del> —	
Co-Borrower Name:				Loan Nu		10869-1353-		241
COMPLETE THE	SECTION I	BELOW TH	IAT AP	PLIES TO THE BO	DDOWED:	S INCOME COURS	X 2 32	371
<u>Verify</u>	income do	cumentati	on is a	ceptable (as defin	ed by Poli	CV 2.8):	<u>5.</u>	
PAYSTUB, BANK STATEMENT,  VERIFICATION OF  INCOME/VERIFICATION OF  EMPLOYMENT FORM	Check 1	Check 2		GOVER	NMENT AG	GENCY OR	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days	, 🗆			Verify all documer and Agency's nam	nts have the	e Borrower's name enefit		
Paystub <u>OR</u> bank statement with income deposit					Provide (	ONE of the following	<u>                                     </u>	·
Income calculated using monthly gross amount				months)	nt with ber	hin previous 12		
Completed VOI/VOE and Income Attestation				3. Benefit card stocheck (dated v	tatement <u>C</u> within prev	<u>DR</u> copy of benefit ious 40 days )		
		EMPLOYE					Check 1	Check 2
Verify the Borrower's name on all do	cuments. U	se ONE op	tion fro	m the following:				
Bank statement dated within prev	ious 40 day	s AND co	mplete	ed Income Attesta	tion			<del></del>
Employment Contracts, Written A	greements	or Invoic	es AN[	completed Inco	me Attest	ation		
Business Licenses or Registration	AND comple	eted Incor	ne Att	estation	THE PRECEST	ucion		<u> </u>
Federal Income Tax Return: from					for last q	uarter		
GROSS INC	OME CALCUI	ATION				GPOSS MONTH	(11/50145	
Weekly: \$ x 52 = \$ / 12			\$	INCOME				
Bi-Weekly: \$ x 26 =	: \$	/ 12		=		\$		
Semi-Monthly: \$x	24 = \$		/ 12	<b>=</b>		\$		
Monthly: \$ 5000 = \$ 5000								
		······································	VERIFI	CATION	<u> </u>			
Acceptable income documentation wa	as collected				***		SH	T
Gross monthly income has been accurately calculated  Borrower's gross monthly income matches on income documentation, income calculation, and <i>Income &amp; Expense Wks</i>					- A	-		
porrower's gross monthly income mat	ches on inco	me docun	nentatio	on, income calculati	on, and <i>Inc</i>	come & Expense Wk	st SU	
		Borro	wer At	<u>testation</u>			·	
signing below, I confirm that I am may submit a written representation	unable to p	rovide an	y of th	e supplemental in	come do	cumentation listed	above ar	ıd can

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

Apr	olicant Name:	ncome and Expens	A CARL PARTY CONTRACTOR CONTRACTO	
	Applicant Name:		DOUGLAS	
	Requested Loan Amount	\$921.00		
	Payment (For Requested Amount)	\$244.57		
		Income		
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
LS	ELF EMPLOYED	\$5,000.00		\$5,000.00
) -		\$0.00	north and the second se	\$0.00
103		\$0.00		\$0.00
	a green de la company de l La company de la company d	\$0.00	and of the acceptance	\$0.00
		\$0.00	asarga da Bawayasa, maja da sa	\$0.00
		\$0.00		\$0.00
	V	Gross Monthly	Income TOTAL:	\$5,000.00
			Videologi kali kan palikan menengan kenangan	
П	Expense Description	Expense		
Re	ent/Mortgage	Amount	en e	Sub-Monthly Total:
	ilities	\$750.00		\$750.00
<del> </del>	Surance	\$150.00	mentadamen pendamber bir Asal mentadah pendamber	\$150.00
┿		\$87.00		\$87.00
	her Expenses (loans, food, etc.)	\$150,00		\$150.00
Ad	utional ficie loans	\$0,00	es and professional strength	\$0.00
		Gross Monthly I	Expense TOTAL:	\$1,137.00

- 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: 1.27.18
	Date:
Co-Applicant Signature	Date.

TM.TB-NV-Income & Expense Wkst-V4-10.14.2017

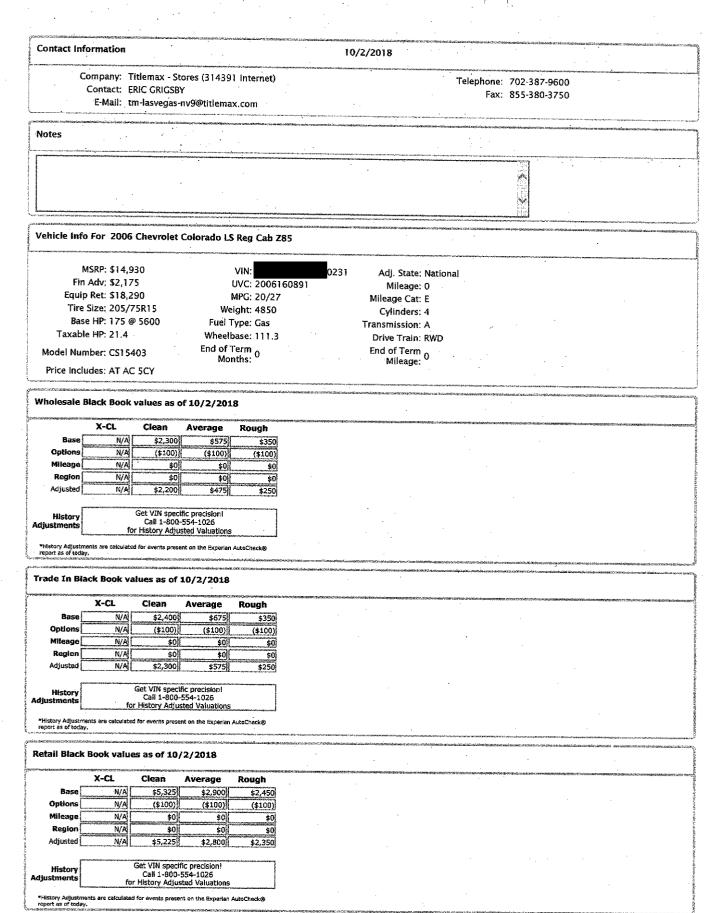
## **Income Attestation Statement**

•	
1. Douglas	, under penalty of perjury, do hereby swear
that the income and expense details provid	led by me to TitleMax of Nevada, Inc. (the
"Company"), and relied upon by the Compa	any, 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 understan	nd that the income documentation, if any, and
details provided are being used to determin	ne my ability to qualify for, and my ability to repay, a
title loan made under Nevada statute NRS 6	504A and NAC 604A



2.11-18

TM TR-NV-Income Attentation Statement 1/4 07 42 2047



https://www.blackbookpricepoint.com/print/?document=LenderSolution

Black Book Add/Deducts

10/2/2018

#### 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 6820 W. FLAMINGO RD SUITE F & G LAS VEGAS, NV 89103		Loan Date: 10/01/2018 Loan Number: 10869-1956-31866163 Lender Customer Service: 1-800-804-5368		
Borrower:		Co-Borrower:		
Douglas		N/A		
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:	
2006	Chevrolet	Colorado	0231	

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the credit	provided to me or on my	paid after I have made all
yearly rate.	will cost me.	behalf.	payments as scheduled.
167.88%	\$302.69	486.40	\$789.09

Payment Schedule: My payment schedule will be

Number of Payments	Amount of Fayments	When Payments Are Due (each a "Payment Due Date")
1	\$112.73	10/31/2018
1	\$112.73	11/30/2018
1	\$ 112.73	12/30/2018
1	\$112.73	01/29/2019
1	\$112.73	02/28/2019
1	\$112.73	03/30/2019
1	\$112.71	04/29/2019

**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:
Plus: Amount paid on my account(s) with Lender

\$0.00

\$486.40

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:		
Equals: Amount Financed/Principal Loan Amount	\$486.40	

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$486.40 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 167.8800 % 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 ay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. It 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 tender 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.
- 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed relief Lender must always act lawfully and achin he ( ave my default and consider my ce. account in good standing if I bring the account ırren atis ctory 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 tepa ment. Ian, 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defaul on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco Lmust 🧃 ne, address, date of birth and other er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. may
- onitor and record any phone conversation Lender and I have.

  be changed to comply with law Such change will not affect any
  bitration is allowed either arty may require that a judge (with no Severability: Invalid rms eof w other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- Successors and Assigns. This Note hinds 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.
- 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.
- 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.
- 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	<u>Further Detail</u>
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.  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:  1. Have a jury decide Disputes.

	T	O Harris a sent office there are small alabase a sent death Discrete
		2. Have a court, other than a small claims court, decide Disputes.
		Serve as a private attorney general or in a representative capacity.
		4. Join a Dispute I have with a dispute by other consumers.
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.
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 of one party sues or threatens to sue, the other party can de naid 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 purst e 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	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.
	ARI	BITRATION 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 Marin, 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: Douglas  Docusigned by:	1211	By signing this Note, Lender agrees to be bound by this Note, including the Waiver of Jury Trial and Arbitration Clause.
9D26086F9FBD434	10/1/2018	
Borrower Signature	Date	LENDER: TitleMax of Nevada, Inc. d/b/a TITLEMAX
CO-BORROWER: N/A		By: Docusigned by:  Evic Grigsby  Diffc03242A554AD  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**

promite in the second s	•		
Borrower Name:	Daxalas	Date of Loan:	1011118
Co-Borrower Name:		Loan Number:	10569-1956-31806NB3

Co-Borrower Name:			v.	Loan Number:	10869-1950-31	810616	3
					ER'S INCOME SOURC		
<u>Verify</u>	income do	<u>cumentatio</u>	on is acceptable	e (as defined by I	Policy 2.8):		
PAYSTUB, BANK STATEMENT,  VERIFICATION OF  INCOME/VERIFICATION OF  EMPLOYMENT FORM	Check 1	Check 2		GOVERNMEN STATE B	•	Check 1	Check 2
Verify all documents have the Borrower & Employer names & dated within previous 40 days				all documents hav ency's name payi	e the Borrower's name ng benefit		
Paystub <u>OR</u> bank statement with income deposit				Provi	ide ONE of the followin	g:	
Income calculated using monthly gross amount  Completed VOI/VOE and Income Attestation	9		2. Ba wi 3. Be	onths) nk statement with thin previous 40 d nefit card stateme	d within previous 12 n benefit deposit (dated lays) ent <u>OR</u> copy of benefit previous 40 days )		
							Charle 2
SELF-EMPLOYED INCOME				Check 1	Check 2		
Verify the Borrower's name on all documents. Use ONE option from the following:							
Bank statement dated within previous 40 days AND completed Income Attestation							
Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation							
Business Licenses or Registration	AND comp	leted Inco	me Attestatio	n .	•		
Federal Income Tax Return: from	previous y	ear or cur	rent IRS Sched	ule 1040ES for la	ast quarter		
			•				
GROSS INC	OME CALCU	JLATION			GROSS MONTH	LY INCOME	Ī
Weekly: \$ x 52 = \$		/ 12	=		\$	· <u>-</u>	: .
Bi-Weekly: \$x 26	= \$	/ 12	2 =		\$	·	
Semi-Monthly: \$x	24 = \$		/ 12 =		\$		;
Monthly: \$			= .		\$		
			VERIFICATIO	N			V
Acceptable income documentation w	vas collecte	<u>b</u>		<del></del>			
Gross monthly income has been accu							
Borrower's gross monthly income ma	atches on in	come docu	imentation, inc	ome calculation, a	and Income & Expense V	/kst	
	· · · ·	<u>Borr</u>	ower Attesta	tion			

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.

		10-1-18	
(Borrower Signature)		(Date)	

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

### **Income Attestation Statement**

, under penalty of perjury, do hereby swear

"Company"), income and my responsil details provi	ome and expense of , and relied upon lexpenses are facto bility. Furthermore ded are being use ade under Nevada	by the Company, ually correct; any e, I understand tl d to determine n	are true and acc misrepresentati hat the income d ny ability to quali	urate. I also atte on of factual data ocumentation, if fy for, and my ab	st that the a above is solely any, and

TM TR-NV-Income Attestation Statement- V1.07.13.2017

Signature

		come and Expense	Worksheet	
Ар	plicant Name:		Doug	
_	-Applicant Name:			etratologicamo papid estructiva
	Total Loan Amou			487.00
*Full	loan amount including title fees, this should match t Payment	he contractual loan amount.		
	*Verify this is equal to or greater than the contr	actual payment amount	\$	130.73
		Income		
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	Live Wite	\$5,000.00	Monthly	\$5,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		eng panangan periodik sa \$0.00		\$0.00
		Gross Monthly	Income TOTAL:	\$5,000.00
		Expenses	ing and the second seco	
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$750.00	a septembrio de la composición de la c Composición de la composición de la co	\$750.00
2	Utilities	\$150.00	napouratura Propins Senapou Propins Senapouratura	\$150.00
3	Insurance	\$87.00	Parandonius (Carados Consecus) en parandonius (Carados Carados	\$87.00
4	Other Expenses (loans, food, etc.)	\$150.00		\$150.00
I	Additional Title loans with	\$0.00		\$0.00
<u> </u>	TitleMax/TitleBucks		Expense TOTAL:	\$1,137.00
			Expense TOTAL.	Ş1,137.0C
٠.	Net Monthly Income (Discreti		\$:	3,863.00
	Monthly Loan Payment must be at least \$	1 less than this amount		
	Payment (from Total loan amount)		\$130.73	
	ı, state(s) as follows: 'ou have provided us with true and correct	Information concerning yo	ur income obligations on	nnloyment and ownership of the
4.0	nicle; and	. morniación concerning yo	ai income, obigations, en	iipioyinent, and ownership of th
2. Y	ou have the ability to repay the loan.			
<			Date:	10.1.19
24	Applicant Signature		•	
	, this grant or 9 margina		* *	

Co-Applicant Signature

Employee use only

- 1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"
- 2. Pleae verify that the contractual payment is equal to or less than the amount entered into "payment" amount

Employee Signature

TM.TB-NV-Income & Expense Wkst-V5.1-4.24.2018

#### Douglas (\*\*\*\*9989)

Loans

[View all Loans] Loan Detail

Loan ID: 10869-1353-18929341 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: 02/27/2018 Sub-None Earned Fees: N/A Due Date: 08/26/2018 Status:

> Late: 43 Days Late 10869

Store: TITLEMAX OF LAS VEGAS, NV Last Full 10/01/2018 Payment:

Assigned Recent: 722 Days Collector:

#### History | Contracts & Receipts | Notes | Letters & Documents

	Hi	story   Conti	acts & Recei	pts   Notes	Letters	& Documer	nts		
Transaction I	History					[ Transac	ction Detail ]	Fees	
Date	Туре	Prin	Fee	Discount	Change	Total	Balance	Fee Name	
02/27/2018	New Loan	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	\$900.00	Interest	167.
								\$100.00-\$999.99	(Sust
02/27/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$900.00	Lien Fee - NV \$21.00	(Sust
02/27/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$900.00		
02/27/2018	Origination Fee -	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$921.00		
02/2//2010	Lien Fee	Ψ21.00	Ψ0.00	Ψ0.00	Ψ0.00	Ψ21.00	Ψ721.00		
04/13/2018	Interest - Interest	\$0.00	\$190.62	\$0.00	\$0.00	\$190.62	\$1,111.62		
04/12/2010	Davinsant	(#22.02)	(#100 (2)	¢0.00	<b>#0.00</b>	<b>#242.4</b> F	¢000 17		
04/13/2018	Payment	(\$22.83)	(\$190.62)	\$0.00	\$0.00	\$213.45	\$898.17		
	Tender: Bank Card - 00	0007				\$213.45			
	Interest - Interest	\$0.00	(\$190.62)						
	Origination Fee - Lien Fee	(\$21.00)	\$0.00						
	New Loan	(\$1.83)	\$0.00						
05/21/2018	Interest - Interest	\$0.00	\$156.98	\$0.00	\$0.00	\$156.98	\$1,055.15		
05/21/2018	Payment	(\$56.47)	(\$156.98)	\$0.00	\$0.00	\$213.45	\$841.70		
10, 1., 2010	-		(+.55.75)	÷0.00	+5.00		<del>+</del> 5,5		
	Tender: Bank Card - 00	0021				\$213.45			

Interest - Interest	\$0.00	(\$156.98)				
New Loan	(\$56.47)	\$0.00				
06/13/2018 Interest - Interes		\$89.04	\$0.00	\$0.00	\$89.04	\$930.74
			,	,		,
06/13/2018 Payment	(\$124.41)	(\$89.04)	\$0.00	\$0.00	\$213.45	\$717.29
Tender: Bank Card	I - 000028				\$213.45	
Interest - Interest	<b>#0.00</b>	) (\$89.04)				
New Loan	(\$124.41)	,				
07/13/2018 Interest - Interes	, ,		\$0.00	\$0.00	\$98.97	\$816.26
077 137 2016 Tillerest - Tilleres	\$0.00	\$70.77	\$0.00	\$0.00	\$70.7 <i>1</i>	\$610.20
07/13/2018 Payment	(\$114.48)	(\$98.97)	\$0.00	\$0.00	\$213.45	\$602.81
Tender: Bank Card	I - 274249927				\$213.45	
					,	
Interest - Interest		(\$98.97)				
New Loan	(\$114.48)	\$0.00				
08/17/2018 Interest - Interes	t \$0.00	\$97.04	\$0.00	\$0.00	\$97.04	\$699.85
08/17/2018 Payment	(\$116.41)	(\$97.04)	\$0.00	\$0.00	\$213.45	\$486.40
-	,				¢212.45	
Tender: Bank Card	1 - 2864/5599				\$213.45	
Interest - Interest	\$0.00	(\$97.04)				
New Loan	(\$116.41)	\$0.00				
09/26/2018 Interest - Interes	t \$0.00	\$87.25	\$0.00	\$0.00	\$87.25	\$573.65
00/2//2010 Askins Default	<b>#0.00</b>	¢0.00	¢0.00	¢0.00	<b>#0.00</b>	<b>#</b> F <b>7</b> 2 / F
09/26/2018 Active Default	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$573.65
09/26/2018 Suspend Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$573.65
10/01/2018 Payment	\$0.00	(\$87.25)	\$0.00	\$12.75	\$87.25	\$486.40
Tender: Cash					\$100.00	
Interest - Interest	\$0.00	) (\$87.25)				
10/01/2018 Refinance	(\$486.40)	\$0.00	\$0.00	\$0.00	\$486.40	\$0.00
. J. J., 2010 Romanio	(# 100.40)	Ψ3.00	Ψ0.00	<b>40.00</b>	+ .55.40	Ψ0.00
Na Laan	(0.40/_4	O)				
New Loan	(\$486.4	•	<b>#</b> 2.22	<b>#0.00</b>	<b>#C CC</b>	<b>#0.00</b>
10/08/2018 Notice of OERP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Select an Action

#### Interest Suspended

Interest has been suspended on this loan.

Make a Payment Add a Fee

Contract Opt Out Edit NSF Fee

Schedule Payment Insurance Opt Out

Clear ACH Court Filing

Automatic Payments Charge Off

Create EPP/RPP Default Loan

Flex Pay Send to Collections

PayNearMe Slip Revoke Collections

Defer Payment FSRO

Refinance Change Sub Status

Repossession

Change Due Date

Extend Sale Hold Payoff Calculator

Resume Interest Refund Overpayment

Manual Rebate Refund a Payment

Reapply Payments Update Bank Account

Edit

Reprint a Check

Close

Void a Transaction

Void entire Loan

Propert	Property [ Add Proper								
Туре	Year	Make	Model	VIN/Serial	Max Loan	Status			
MP	2006	Chevrolet	Colorado	0231	\$1,900.00	Active			

#### **Customer Information**



#### ERROR!

This customer's information is out of date, please update their information.

Name: Douglas Phone: NIN-Last4: Birthdate: 9989 Address: Max TTL Amount: Status: Good No Limit 10169 TITLEMAX OF LAS VEGAS, Last Visited Store: Created at Store: NV #2 Last Update: 09/16/2020 (6 Days Ago) Updated By: Jenette Chavez Income Type: live wire (Bi-Weekly) Employed Since: 10/01/2018 (2 Years) Last Pay Date: 01/24/2020 Pay Frequency: Bi-Weekly Next Pay Date: 10/02/2020 Pay Amount: \$2.00

#### Douglas (\*\*\*\*9989)

Loan Detail [View all Loans]

Loan ID: 10869-1956-31866163 Balance: \$0.00 Pmt Account: N/A
Principal: \$0.00 # of Pmts: 7

Model: NV 210-P Fees: \$0.00 LF Orig Store: Status: Paid Off

Sub-Status: None Earned Principal: N/A Originated: 10/01/2018

Earned Principal: N/A Originated: 10/01/2018

Due Date: 01/29/2019

10869 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #9 Last Full Payment: 12/10/2018

Parent 10869-1353- Recent: 652 Days

Loan ID: 18929341

Assigned N/A Collector: N/A

#### History | Contracts & Receipts | Notes | Letters & Documents

Transaction I	History					[ Transaction	on Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
10/01/2018	New Loan	\$486.40	\$0.00	\$0.00	\$0.00	\$486.40	\$486.40
10/01/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$486.40	\$486.40
12/02/2018	Interest - Interest	\$0.00	\$138.70	\$0.00	\$0.00	\$138.70	\$625.10
12/02/2018	Active Default	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625.10
12/02/2018	Suspend Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625.10
12/10/2018		(\$486.40)		\$0.00	\$0.00	\$625.10	\$0.00
	Tender: Bank C	ard - 47269°	I			\$625.10	
	Interest - Interest	\$0.00	(\$138.70)				
	New Loan	(\$486.40)	\$0.00				
12/14/2018	Notice of OERP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## **NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST**

ity income documentation to	acceptable	e (as den	d by Policy 2.8):		
PAYSTUB, PAYROLL RECEIPT, or PERIFICATION OF INCOME FORM	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
erify all documents have the orrower's name and Employer's me.			Verify all documents have the Borrower's name and Agency's name paying benefit.		
y stub within the last 40 days			Applicant must provide:	<u> </u>	
come calculated using monthly oss amount.			<ol> <li>Benefit Letter <u>OR</u></li> <li>Bank statement, benefit card statement <u>OR</u> copy of benefit check dated within the last 40 days showing proof of benefit</li> </ol>	4	
					Ch and
	SE	LF-EMPLO	D INCOME	Check 1	Check 2
erify the Borrower's name on all	documents.	Use ONE	ion from the following:		
			within previous 30 days matching deposit of incom	e.	
Audited Financial Statement signe Certified Financial Statement and	d by a state l	icensed ac	Intant verifying prior month's income.		
ertified Financial Statement and l Applicant(s) must sign Stat	ement Attes	ting to Pro	ed Financial Statement.		
ederal Income Tax Return: from p	revious year	or curren	S Schedule 1040ES for last quarter		
GROSS II	NCOME CALC	CULATION	GROSS MO	NTHLY INCOM	IE .
Veekly: \$ 754.84 x 52 =	\$	/ 12	= \$_30	19.36	
Bi-Weekly: \$x2	6 = \$		= \$		
Semi-Monthly: \$	x 24 = \$		12 = \$		
Monthly: \$			= \$		

rM TR-NV-Income Documentation and Requirements Checklist-V1-06.29.2017

d di		ncome and Expense	Worksheet	
۸ŗ	oplicant Name:		Fransico	
Cc	o-Applicant Name:			
	Total Loan Amoli loan amount including title fees, this should match		and American Committee (1987) and American Committee (1987) and American (1987) and Am	L,500.00
	Payment  *Verify this is equal to or greater than the cont	ractual payment amount	\$\$	374.31
		Income		
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$754.84	Weekly	\$3,019.36
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
	100 VI 124 V :	Gross Monthly	Income TOTAL:	\$3,019.36
		Expenses		
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$900.00		\$900.00
2	Utilities	\$150.00		\$150.00
3	Insurance	\$80.00		\$80.00
4	Other Expenses (loans, food, etc.)	\$80,00		\$80.00
5	Additional Title loans	\$0.00		\$0.00
ļ		Gross Monthly	Expense TOTAL:	\$1,210.00
	Net Monthly Income (Discre Monthly Loan Payment must be at least		\$	1,809.36
Γ	Payment (from Total loan amount)		\$374.31	
1. Ve	ou, state(s) as follows: You have provided us with true and correct chicle; and You have the ability to repay the loan	ct information concerning yo	ur income, obligations, e	mployment, and ownership of the
-	Tco.		Date:	06/01/18
	Applicant Signature		Date:	
	Co-Applicant Signature			

	Check Amt	Deposit	Net Pay	Tax+Deds	Total Pay	Overtime	Regular	Туре	:039		. :	
				•	42.00	2.00	40.00	Hours	FRA			
	0.00	726,60	726.60	-79.24	805.84	51.00	754.84	Pay	FRANCISCO			÷.
			ars)		٠.	7 %	690.50				ire	
	0,00	23,333.35	23,333.35					YTD Pay				: '
			CHECKING	Tax+Deds	Federal	Medicare	Fica					
			726.60							:		
J.:			23,333.35	4,604,87	2,467.60	405.10	1,732.17	4.LD	5/11/2018		, (20)	
					Overtime		1.					
i de la companya de l				! •	2Hrs @	2Hrs @	38Hrs @		For period: 4/30/2018 - 5/6/2018			
				***************************************	25.50	52 to	7 3		<b>00</b>			
					71 2 100 0	1020	646.0	CHOCK, 12				

#### **Contact Information**

6/1/2018

Company: Titlemax - Stores (314391 Internet)

Telephone: 702-638-2292

Contact: STUART OESTREICH

Fax: 855-611-8934

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2005 Dodge Dakota ST Club Cab

MSRP: \$19,785

Fin Adv: \$3,050

Equip Ret: \$22,954

Tire Size: 245/70R16

Base HP: 210 @ 5200

Taxable HP: 32.2

Model Number: ND1L33

Price Includes: AT AC 6CY

VIN:

UVC: 2005240647

MPG: 16/22

Weight: 6010

Fuel Type: Gas

Wheelbase: 131.3

End of Term 0 Months:

Adj. State: National

Mileage: 0

Mileage Cat: F

Cylinders: 6

Transmission: A

Drive Train: RWD

End of Term Mileage: 0

Wholesale Black	< Book	values as	Οf	6/	1/	2018
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,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	X-CL	Clean	Average	Rough
Base	N/A	\$3,075	\$1,450	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,075	\$1,450	\$350

#### Trade In Black Book values as of 6/1/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$3,170	\$1,545	\$350
Options	N/A	\$0	\$0	\$0
Mileage [	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$3,170	\$1,545	\$350

https://www.lendersolutionsonline.com/print/?document=LenderSolution

6/1/2018

#### Retail Black Book values as of 6/1/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$6,150	\$4,025	\$2,475
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$6,150	\$4,025	\$2,475

#### Black Book Add/Deducts

4.7L V8 +100

Power Windows +325

w/o Auto Trans -450

w/o Factory Air -200

#### 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 4077 W. CHARLESTOI LAS VEGAS, NV 89102	N BLVD.	Loan Date: 06/01/2018 Loan Number: 12069-1661-286 Lender Customer Service: 1-80	
Borrower: FRANSICO		Co-Borrower: N/A	
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:
2005	Dodge	Dakota	9311

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
ı	RATE	CHARGE	The amount of credit	The amount I will have
١	The cost of my credit as a	The dollar amount the credit	provided to me or on my	paid after I have made all
ı	yearly rate.	will cost me.	behalf.	payments as scheduled.
	191.88%	94,082.39	\$ 7,500.00	\$2,582.39

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Flayments	When Payments Are Due (each a "Payment Due Date")
1	\$368.92	07/01/2018
1	\$368.92	07/31/2018
1	\$ 368.92	08/30/2018
1	\$368.92	09/29/2018
1	\$368.92	10/29/2018
1	\$ 368.92	11/28/2018
1	\$368.87	12/28/2018

**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: \$1,500.00

Plus: Amount paid on my account(s) with Lender \$0.00

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:	
Equals: Amount Financed/Principal Loan Amount	\$1,500.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,500.00 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 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 ay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. It 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.
- 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 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed e relief Lender must always act lawfully and achin he 🛚 rive my default and consider my ce. account in good standing if I bring the account ırren atis ctory 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defaul on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco Lmust 🧃 ne, address, date of birth and other er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. may
- onitor and record any phone conversation Lender and I have.

  be changed to comply with law Such change will not affect any
  bitration is allowed either arty may require that a judge (with no Severability: Invalid rms eof w other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- 21. **Successors and Assigns** This Note binds each Borrower's heirs, personal representatives in probate, successors and assigns and Lender's successors and assigns and lender without Lender's written consent.
- 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.
- 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.
- 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	<u>Further Detail</u>
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	"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:  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:  1. Have a jury decide Disputes.		

		<ol> <li>Have a court, other than a small claims court, decide Disputes.</li> <li>Serve as a private attorney general or in a representative capacity.</li> <li>Join a Dispute I have with a dispute by other consumers.</li> <li>Bring or be a class member in a class action or class arbitration.</li> <li>Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.</li> </ol>	
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 Lam 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	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 of 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	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	<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 does not allow 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 Marin 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 have no oral agreements about the Loan. Lender and I have no oral agreements about the Loan. Lender and I have no oral agreements about the Loan. Lender and I have no oral agreements about the Loan. Lender and I have no oral agreements about the Loan. Lender and I have no oral agreements about the Loan.



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

#### **Contact Information**

11/2/2018

Company: Titlemax - Stores (314391 Internet)

Telephone: 702-638-2292

Contact: STUART OESTREICH

Fax: 855-611-8934

E-Mail: laura.farris@titlemax.biz

Notes

Vehicle Info For 2005 Dodge Dakota ST Club Cab

MSRP: \$19,785

Fin Adv: \$2,650

Equip Ret: \$22,954

Tire Size: 245/70R16

Base HP: 210 @ 5200

Taxable HP: 32.2

Model Number: ND1L33

Price Includes: AT AC 6CY

VIN:

UVC: 2005240647

9311

MPG: 16/22

Weight: 6010 Fuel Type: Gas

Wheelbase: 131.3

End of Term Months: 0

Adj. State: National

Mileage: 0

Mileage Cat: F

Cylinders: 6

Transmission: A

Drive Train: RWD

End of Term 0

Mileage:

Wholesale Black Book values as of 11/2/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$2,675	\$1,075	\$450
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,675	\$1,075	\$450

Trade In Black Book values as of 11/2/2018

X-CL	Clean	Average	Rough
N/A	\$2,770	\$1,170	\$450
N/A	\$0	\$0	\$0
N/A	\$0	\$0	\$0
N/A	\$0	\$0	\$0
N/A	\$2,770	\$1,170	\$450
	X-CL  N/A  N/A  N/A  N/A  N/A		

https://www.lendersolutionsonline.com/print/?document=LenderSolution

11/2/2018

## Retail Black Book values as of 11/2/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$5,725	\$3,550	\$2,625
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$5,725	\$3,550	\$2,625
1		j		

Commence of the commence of th	
Black Book Add/Deducts	
a	
4.7L V8 +100	
Power Windows +325	
w/o Auto Trans -450	
w/o Factory Air -200	

https://www.lendersolutionsonline.com/print/?document=LenderSolution

11/2/2018

Borrower Name:	Frans	جنده		Date of Loan: 11 02 / 12		
Co-Borrower Name:			Loan Number: 12019-214			5543
COM	PLETE THE S Verify in	ECTION E	BELOW THA cumentation	T APPLIES TO THE BORROWER'S INCOME SOL is acceptable (as defined by Policy 2.8):	JRCE.	
PAYSTUB, BANK STA VERIFICATION INCOME/VERIFICAT EMPLOYMENT FO	OF TION OF	Check 1	Check 2	GOVERNMENT AGENCY OR STATE BENEFIT	Check 1	Check 2
Verify all documents hav Borrower & Employer na dated within previous 40	ve the ames &			Verify all documents have the Borrower's na and Agency's name paying benefit	ame	. 🗆
Paystub <u>OR</u> bank staten Income deposit	nent with			Provide ONE of the follo	wing:	
Income calculated using gross amount				<ol> <li>Benefit Letter (dated within previous 1: months)</li> <li>Bank statement with benefit deposit (dwithin previous 40 days)</li> <li>Benefit card statement OR copy of benefit</li> </ol>	ated	
Completed VOI/VOE and Attestation	d Income			check (dated within previous 40 days )		
		SEL	F-EMPLOYED	INCOME	Check 1	Check
Verify the Borrower's name on all documents. Use ONE option from the following:						
Bank statement dated within previous 40 days AND completed Income Attestation						
				s AND completed Income Attestation		
Business Licenses or Registration AND completed Income Attestation						
Federal Income Tax R	eturn: from	orevious y	ear or curre	ent IRS Schedule 1040ES for last quarter		
	GROSS INC	OME CALC	ULATION	GROSS MC	NTHLY INCOM	<b>F</b>
Weekly: \$	x 52 = \$		/ 12	= \$		
Bi-Weekly: \$	x 26 =	= \$	/ 12	= \$		
Semi-Monthly: \$	x	24 = \$		112 = \$		
Monthly: \$3019	.36	:		= \$30	19.36	
				<u>VERIFICATION</u>		
Acceptable income doc					- (A)	1
Gross monthly income Borrower's gross mont				nentation, income calculation, and Income & Expe	nse Wkst	

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)

TM.TB-NV-Income Documentation and Requirements Checklist-V3-8.4.2017

e di u		come and Expense	Worksheet	er in senera en en en grapopor en
Αŗ	pplicant Name:		Fransico	
Cc	-Applicant Name:			
*F14	Total Loan Amou I loan amount including title fees, this should match t			l,138.00
	Payment		Ś	293.05
rakimi k	*Verify this is equal to or greater than the contr			Nama kalangan banggan kalangan kanangan salah sa
	The supplier of the supplier o	Amount	Day Fragues	Sub Monthly Total:
_	Income Type/Source	Amount \$754.84	Pay Frequency	Sub-Monthly Total: \$3,019.36
<u>Τ</u>		\$0.00		\$3,019.30
2		\$0.00		\$0.00
3		\$0.00	Andres (1994 Proposition 1991) Andres (1994)	\$0.00
<u>4</u> 5		\$0.00		\$0.00
5		C. JOHN BOTTON REPORT TO A CONTRACTOR OF THE COMMUNICATION.	Income TOTAL:	\$3,019.36
		Expenses	Gelande and an antique to the control of the contro	
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$900.00		\$900.00
2	Utilities	\$150.00		\$150.00
3	Insurance	\$80.00		\$80.00
⊢	Other Expenses (loans, food, etc.)	\$80,00		\$80.00
	Additional Title loans with			40.00
5	TitleMax/TitleBucks	\$0.00		\$0.00
		Gross Monthly	Expense TOTAL:	\$1,210.00
	Net Monthly Income (Discret		\$	1,809.36
3	Monthly Loan Payment must be at least \$	1 less than this amount		INDUMERUM STATEMENT OF THE STATEMENT OF
200	Payment (from Total loan amount)		\$293.05	
1.	u, state(s) as follows: You have provided us with true and correct hicle; and	t information concerning yo	ur income, obligations, er	mployment, and ownership of the
	You have the ability to repay the loan.			
,	Tro.		Date:	11-2-18
	Applicant Signature			
			Date:	
	Co-Applicant Signature			
		Employee use or	and the contract of the contra	
	Please verify that the contractual loan amou	有人,这一点的大手的手的手,我一只是一只有女人的手,	That is not a second of the State of the Sta	그는 경우 환경하는 그는 점을 가게 하는 것들이 됐다면 하는 사람들이 모든 것이다.
2.	Pleae verify that the contractual payment is Employee Signature	equal to or less than the am	ount entered into "pa//me Date: 1/ /2 / ほ	ent amount
100				

TM.TB-NV-income & Expense Wkst-V5.1-4.24.2018

#### **Income Attestation Statement**

, 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

11/02/18 Date

TM.TB-NV-Income Attestation Statement- V1.07.13.2017

#### 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 4077 W. CHARLESTOI LAS VEGAS, NV 89102	N BLVD.	Loan Date: 11/02/2018 Loan Number: 12069-2146-32755432 Lender Customer Service: 1-800-804-5368	
Borrower: FRANSICO		Co-Borrower: N/A	
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:
2005	Dodge	Dakota	9311

<sup>&</sup>quot;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	FINANCE	Amount Financed	Total of Payments
RATE	CHARGE	The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the credit	provided to me or on my	paid after I have made all
yearly rate.	will cost me	behalf.	payments as scheduled.
191.88%	\$820.99	\$ 6.37.72	\$1,958.73

Payment Schedule: My payment schedule will be?

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$279.82	12/02/2018
1	\$279.82	01/01/2019
1	\$ 279.82	01/31/2019
1	\$279.82	03/02/2019
1	\$279.82	04/01/2019
1	\$279.82	05/01/2019
1	\$279.81	05/31/2019

**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:
Plus: Amount paid on my account(s) with Lender

\$0.00

\$1,137.74

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:	
Equals: Amount Financed/Principal Loan Amount	\$1,137.74

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$1,137.74 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 (a) 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 render 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 remained payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Addressent Pomissory 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.
- 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed relief Lender must always act lawfully and achin he 🛚 ave my default and consider my ce. account in good standing if I bring the account ırren atis ctory payment an angements 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 of 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 30 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defau on my account.
- Important Information About Opening Accounts To elp fight rrorism and money laundering, Lender must identify each person who opens an acco ne, address, date of birth and other must g er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. onite may
- onitor and record any phone conversation Lender and I have.

  changed to comply with law. Such change will not affect any Severability: Invalid rms eof w pitration is allowed either partymay require that a judge (with no other term hereof. If a class action sull lass-wide ly relevant court rules and procedures. jury) hear the dispute. Such judge will
- 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.
- 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.
- 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.
- 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.

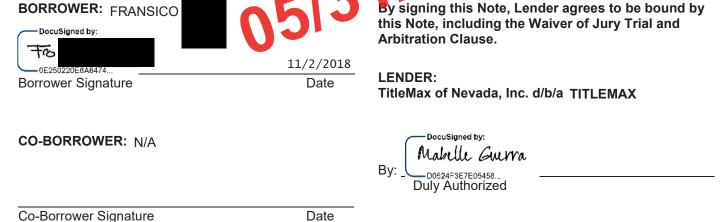
		BACKGROUND AND SCOPE
Question	Short Answer	<u>Further Detail</u>
What is a Dispute?	A disagreement	In this Clause, "Dispute" has a broad meaning. "Dispute" includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims 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	"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 roust be conducted under this Clause. The arbitration company will be either:  JA MS, 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:  1. Have a jury decide Disputes.

	T			
		2. Have a court, other than a small claims court, decide Disputes.		
		Serve as a private attorney general or in a representative capacity.		
		4. Join a Dispute I have with a dispute by other consumers.		
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>		
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.		
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 a bitration. To start arbitration, the Claimant picks the arbitration company. If one party sues or threatens to sue, the other party can de naid arbitration. This demand can be made in court paners 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	A y n-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 does not allow 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.
  - 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 Verticle
  - 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 have no oral agreements about the Loan. Lender and I have only by a writing signed by all of us.



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

#### FRANSICO (\*\*\*\*2039)

Store:

000398

Loan Detail [View all Loans]

Status: Refinance
Sub-Status: Earned Principal: N/A Originated: 06/01/2018

Earned Fees: N/A Due Date: 12/28/2018

TITLEMAX OF
LAS VEGAS,
NV #19

Last Full
Payment:
11/02/2018

Assigned Collector: Recent: 690 Days

#### History | Contracts & Receipts | Notes | Letters & Documents

#### **Transaction History** [ Transaction Detail ] Date Fee Discount Change Total Type Prin **Balance** 06/01/2018 New Loan \$1,500.00 \$0.00 \$1,500.00 \$1,500.00 \$0.00 \$0.00 Disburse to 06/01/2018 Customer \$0.00 \$0.00 \$0.00 \$0.00 \$1,500.00 \$1,500.00 (V:06/01/2018) Disburse to 06/01/2018 \$0.00 \$0.00 \$0.00 \$0.00 \$1,500.00 \$1,500.00 Customer 07/23/2018 Interest -\$0.00 \$410.04 \$0.00 \$410.04 \$1,910.04 \$0.00 07/23/2018 Payment \$0.00 (\$400.00) \$0.00 \$0.00 \$400.00 \$1,510.04 Tender: Cash \$400.00 Interest - Interest \$0.00 (\$400.00) Interest -08/17/2018 \$0.00 \$197.14 \$0.00 \$0.00 \$197.14 \$1,707.18 Interest 08/17/2018 Payment (\$172.82) (\$207.18) \$0.00 \$0.00 \$380.00 \$1,327.18 Tender: Cash \$380.00 Interest - Interest \$0.00 (\$207.18) New Loan (\$172.82)\$0.00 09/22/2018 \$251.17 \$0.00 \$0.00 \$0.00 \$251.17 \$1,578.35

09/22/2018	Payment	(\$128.83)	(\$251.17)	\$0.00	\$0.00	\$380.00	\$1,198.35
	Tender: Cash					\$380.00	
	Interest - Interest	t \$0.00	(\$251.17)				
	New Loan	(\$128.83)	\$0.00				
10/30/2018	Interest - Interest	\$0.00	\$239.39	\$0.00	\$0.00	\$239.39	\$1,437.74
10/30/2018	Active Default	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,437.74
10/30/2018	Suspend Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,437.74
11 (00 (0010	Danisa	(0.41)	(#000 00)	<b>#0.00</b>	<b>#0.00</b>	<b>#200.00</b>	<b></b>
11/02/2018	Payment	(\$60.61)	(\$239.39)	\$0.00	\$0.00	\$300.00	\$1,137.74
	Tender: Cash					\$300.00	
	Interest - Interest	t \$0.00	(\$239.39)				
	New Loan	(\$60.61)	\$0.00				
11/02/2018	Refinance (	\$1,137.74)	\$0.00	\$0.00	\$0.00	\$1,137.74	\$0.00
	New Loan	(\$1,137	.74) \$0.00				
11/12/2018	Notice of OERP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

#### FRANSICO (\*\*\*\*2039)

Loan Detail [View all Loans]

Loan ID: 12069-2146-32755432 Balance: \$0.00 Pmt Account: N/A Principal: \$0.00 # of Pmts: 7

Model: NV 210-P Fees: \$0.00 LF Orig Store: Status: Paid Off

Sub-Status: Faid Off Earned Principal: N/A Originated: 11/02/2018

Sub-Status: Earned Fees: N/A Due Date: 05/31/2019

12069 Late: Not Late

Store: LAS VEGAS,
NV #19

LAS VEGAS,
NV #19

Last Full
Payment: 05/31/2019

NV #19 Payment: 12069-1661- Recent: 480 Days

Parent 12069-1661-Loan ID: 28654587

Assigned N/A Collector:

#### History | Contracts & Receipts | Notes | Letters & Documents

Transaction H	listory					[ Transac	ction Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
11/02/2018	New Loan	\$1,137.74	\$0.00	\$0.00	\$0.00	\$1,137.74	\$1,137.74
	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$1,137.74	\$1,137.74
	Interest - Interest	\$0.00	\$257.19	\$0.00	\$0.00	\$257.19	\$1,394.93
12/15/2018	Payment	(\$22.81)	(\$257.19)	\$0.00	\$20.00	\$280.00	\$1,114.93
	Tender: Ca	ish				\$300.00	
	Interest - Interest	\$0.00	(\$257.19)				
	New Loan	(\$22.81)	\$0.00				
	Interest - Interest	\$0.00	\$164.11	\$0.00	\$0.00	\$164.11	\$1,279.04
01/12/2019	Payment	(\$115.89)	(\$164.11)	\$0.00	\$0.00	\$280.00	\$999.04
	Tender: Ca	ish				\$280.00	
	Interest - Interest	\$0.00	(\$164.11)				
	New Loan	(\$115.89)	\$0.00				
02/02/2019		\$0.00	\$110.29	\$0.00	\$0.00	\$110.29	\$1,109.33

Interest -Interest

02/02/2019 Payment	(\$169.71)	(\$110.29)	\$0.00	\$20.00	\$280.00	\$829.33
Tender: C	ash				\$300.00	
Interest - Interest	\$0.00	(\$110.29)				
New Loan	(\$169.71)	\$0.00				
03/16/2019 Interest - Interest	\$0.00	\$183.11	\$0.00	\$0.00	\$183.11	\$1,012.44
03/16/2019 Payment	(\$96.89)	(\$183.11)	\$0.00	\$0.00	\$280.00	\$732.44
Tender: Ca	ash				\$280.00	
Interest - Interest	\$0.00	(\$183.11)				
New Loan	(\$96.89)	\$0.00				
04/06/2019 Interest - Interest	\$0.00	\$80.86	\$0.00	\$0.00	\$80.86	\$813.30
04/06/2019 Payment	(\$198.96)	(\$80.86)	\$0.00	\$0.00	\$279.82	\$533.48
Tender: Ba	ank Card - 37	0015499			\$279.82	
Interest - Interest	\$0.00	) (\$80.86)				
New Loan	(\$198.96)	\$0.00				
05/10/2019 Interest - Interest	\$0.00	\$95.35	\$0.00	\$0.00	\$95.35	\$628.83
05/10/2019 Payment	(\$184.65)	(\$95.35)	\$0.00	\$0.00	\$280.00	\$348.83
Tender: Ba	ank Card - 38	2721028			\$280.00	
Interest - Interest	\$0.00	) (\$95.35)				
New Loan	(\$184.65)	\$0.00				
05/31/2019 Interest - Interest	\$0.00	\$38.51	\$0.00	\$0.00	\$38.51	\$387.34
05/31/2019 Pay Off	(\$348.83)	(\$38.51)	\$0.00	\$0.00	\$387.34	\$0.00
Tender: Ba	ank Card - 02	9599			\$387.34	

Interest -

\$0.00 (\$38.51)

(\$348.83)

Interest

000402

New Loan

\$0.00

Contact Information		10	0/24/2018		
Contact:	Titlemax - Stores (314 Laura Farris laura.farris@titlemax.b			Telephone: 912-525-2675 Fax:	
Notes					
				Ŷ	
Vehicle Info For 2000 I	Honda Accord LX 4D Se	edan	ere filmen er filmet er		
MSRP: \$19,34 Fin Adv: \$1,925 Equip Ret: \$19,75 Tire Size: 195/6: Base HP: 150 @ Taxable HP: 18.3 Model Number: CG564 Price Includes: AT AC	5 U 55 M 58815 Wei 5700 Fuel Ty Wheelbo	VIN: 4850 VIVC: 2000360015 IPC: 23/30 gph: 2974 //pe: Gas ase: 106.9 erm 0	Adj. State: National Mileage: 0 Mileage Cat: C Cylinders: 4 Transmission: A Drive Train: FWD End of Term Mileage: 0		
Wholesale Black Book v	values as of 10/24/201	.8			
Adjustments for	\$1,975	\$350 \$0 \$0 \$0 \$0 \$350			
Trade In Black Book val	lues as of 10/24/2018				
X-CL     Base	Clean         Average           \$2,030         \$1,055           \$0         \$0           \$0         \$0           \$0         \$0           \$0         \$0           \$2,030         \$1,055	Rough \$350 \$0 \$0 \$0 \$0 \$350			
Adjustments	Get VIN specific precision! Call 1-800-554-1026 History Adjusted Valuations for events present on the Experian A	utoCheck®			
Retail Black Book value	s as of 10/24/2018				***************************************
Adjustments	Clean   Average   \$4,800   \$3,350   \$0   \$0   \$0   \$0   \$0   \$0   \$0	Rough \$2,350 \$0 \$0 \$0 \$2,350 \$0 \$0 utoCheck⊛			
Black Book Add/Deduct					
w/o Auto Trans -25(					

#### 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 3391 E. TROPICANA A LAS VEGAS, NV 89121	VENUE STE 1	Loan Date: 10/19/2018 Loan Number: 10569-2576-32368523 Lender Customer Service: 1-800-804-5368		
Borrower: bryan		Co-Borrower: N/A		
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:	
2000	Honda	Accord	4850	

<sup>&</sup>quot;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.	The dollar amount the will cost me	e <mark>credit</mark>	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
215.87%	2176.96		2\5.00	\$391.96

Payment Schedule: My payment schedule will be

Number of Payments	Amount of Fayments	When Payments Are Due (each a "Payment Due Date")
1	\$56.00	11/18/2018
1	\$56.00	12/18/2018
1	\$ 56.00	01/17/2019
1	\$56.00	02/16/2019
1	\$56.00	03/18/2019
1	\$ 56.00	04/17/2019
1	\$55.96	05/17/2019

**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: \$194.00

Plus: Amount paid on my account(s) with Lender \$0.00

Plus: Amount paid to public official for Lien Filing Fee	\$21.00
Plus: Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
Equals: Amount Financed/Principal Loan Amount	\$215.00

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$215.00 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 215.8800% 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 fay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. It 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 render from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refine the this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed relief Lender must always act lawfully and achin he 🛚 ave my default and consider my ce. account in good standing if I bring the account ırren atist ory 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 kepayment Plan, Lender will provide me with a written notice of my opportunity to enter into a Repayment Plan and require 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defaul on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco Lmust 🧃 ne, address, date of birth and other er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19.
- Lender may monitor and record any phone conversation Lender and I have.

  In the eof will be changed to comply with law. Such change will not affect any class-wide arbitration is allowed either party may require that a judge (with no ply relevant court rules and procedures. Severability: Invalid rms other term hereof. If a class action sull jury) hear the dispute. Such judge will
- Successors and Assigns: This Note and seach 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.
- 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.
- 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.
- 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	<u>Further Detail</u>
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.  "Related Parties" are Lender's affiliates. They also are employees,
Who is a "Related Party"	Usually a person or company related to Lender	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:  AMS, 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:  1. Have a jury decide Disputes.
,		That a july accide Disputes.

		2. Have a court, other than a small claims court, decide Disputes.
		<ol><li>Serve as a private attorney general or in a representative capacity.</li></ol>
		4. Join a Dispute I have with a dispute by other consumers.
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.
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 Lam 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	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 de maid arbitration. This demand can be made in court paners II 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.
	ARI	BITRATION FEES AND AWARDS
Question	Short Answer	<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:
    - 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.
- I have received an exact copy of this fully completed Note, all blank spaces in which had been completed before I signed.
  - I am 18 years of age or older. I have full legal auth capacity to sign this Note.
  - I have received Lender's Privacy Policy. e.
  - f. I am a rightful owner of the Ver
  - I am not a debtor in kruptcy ot inten al bankruptcy petition. g.
- I AM NOT a regular or ny, Navy Marine Corps, Air Force, or Coast h. erve oes not specify a period of 30 days or fewer (or a dependent of Guard, serving on active duty under a er the such a member).
- 27. Entire Agreement: The Note is the only argement between Lender and me for this Loan. Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements about the Loan Lender and I have no oral agreements and I have no oral a

BORROWER: bryan	ATIC
DocuSigned by:	
52C4D9E220FD44C	10/19/2018
Borrower Signature	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

Duly Authorized

CO-BORROWER: N/A

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.

, NEV	ADA INCO	OME DO	CUMEN	ITATI	ON AND REQUIR	EMENTS CHECKLIS	T	
Borrower Name:	Pawa	<b>⊘</b>			Date of Loai	1: 10-19-18		
Co-Borrower Name:	<u> </u>	NIV	A .		Loan Numb		<sub>6</sub> 323	68523
COM	COMPLETE THE SECTION BELOW THAT APPLIES TO THE BORROWER'S INCOME SOURCE.							
•	<u>Verify i</u>	ncome do	umentatio	on is ac	ceptable (as defined b	y Policy 2.8):		
PAYSTUB, BANK STAT VERIFICATION O INCOME/VERIFICAT EMPLOYMENT FO	OF ION OF DRM	Check 1	Check 2		1 .	ENT AGENCY OR EBENEFIT	Check 1	Check 2
Verify all documents hav Borrower & Employer na dated within previous 40	mes &				Verify all documents h and Agency's name pa	ave the Borrower's name lying benefit		
Paystub <u><b>OR</b></u> bank statem income deposit	ent with				Pr	ovide ONE of the followin	g:	
Income calculated using gross amount				<ol> <li>Benefit Letter (dated within previous 12 months)</li> <li>Bank statement with benefit deposit (dated within previous 40 days)</li> <li>Benefit card statement <u>OR</u> copy of benefit</li> </ol>				
Completed VOI/VOE and Attestation	Income					nin previous 40 days )		
SELF-EMPLOYED INCOME					Check 1	Check 2		
Verify the Borrower's name on all documents. Use ONE option from the following:								
Bank statement dated					****	n		
<b>Employment Contract</b>						<del></del>		
Business Licenses or R		3.03 (A. 11)						
Federal Income Tax Ro	eturn: from	previous y	ear or cu	rrent II	RS Schedule 1040ES fo	or last quarter		
						GROSS MONTH	UV INCOM	-
000	GROSS INC	OME CALC	ULATION	····	0 0	GRUSS WONTE	ILT INCOIVI	<u>-</u>
Weekly: \$900	x 52 = \$	410,00	/ 12		<u> </u>	\$ 51		
Bi-Weekly: \$	x 26	= \$	/1	2	= .	\$		
Semi-Monthly: \$	Semi-Monthly: \$x 24 = \$/ 12 = \$							
Monthly: \$ = \$					· · · · · · · · · · · · · · · · · · ·			
	VERIFICATION							
	Acceptable income documentation was collected						<b>g</b>	
Gross monthly income	has been acc	urately calc	culated	rumant	ation income calculation	n, and <i>Income &amp; Expense</i>	Wkst 7	Pot
Borrower's gross month	ny ancome m	accies oil i	ncome do	Junicill	audii, illeonie calculatie	in and inventor of majoration		

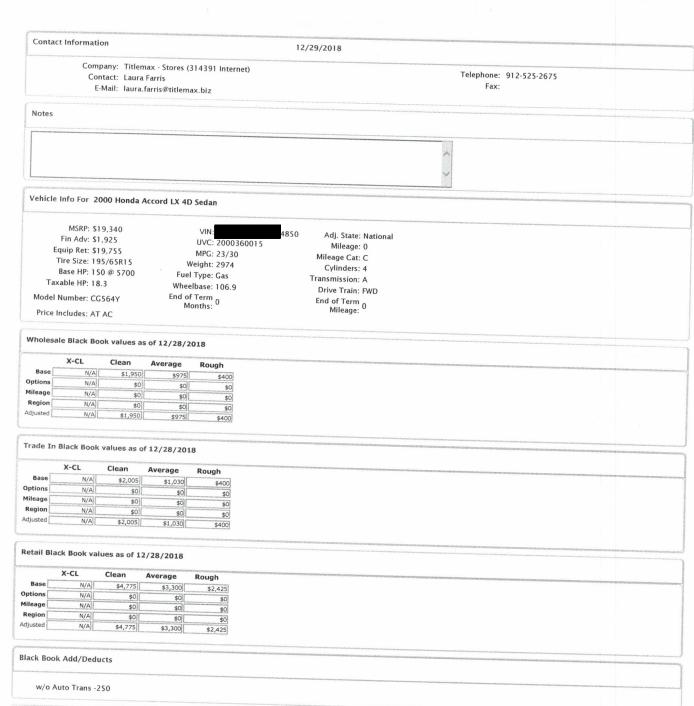
**Borrower Attestation** 

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.

(Date)

(Borrower Signature)

TM.TB-NV-Income Docum



#### 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.

3391 E. TROPICANA A	<b>Lender:</b> TitleMax of Nevada, Inc. d/b/a TITLEMAX 3391 E. TROPICANA AVENUE STE 1 LAS VEGAS, NV 89121		Loan Date: 12/28/2018 Loan Number: 10569-2930-34398755 Lender Customer Service: 1-800-804-5368		
Borrower: bryan		Co-Borrower: N/A			
Motor Vehicle Year:	Motor Vehicle Make:	Motor Vehicle Model:	Motor Vehicle ID #:		
2000	Honda	Accord	4850		

<sup>&</sup>quot;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	FINANCE		Amount Financed	Total of Payments
RATE	CHARGE		The amount of credit	The amount I will have
The cost of my credit as a	The dollar amount the	credit	provided to me or on my	paid after I have made all
yearly rate.	will cost me		behalf.	payments as scheduled.
215.88%	\$137.28		106.78	\$304.06

Payment Schedule: My payment schedule in beautiful beaut

Number of Payments	Amount of Fayments	When Payments Are Due (each a "Payment Due Date")
1	\$43.44	01/27/2019
1	\$43.44	02/26/2019
1	\$ 43.44	03/28/2019
1	\$43.44	04/27/2019
1	\$43.44	05/27/2019
1	\$43.44	06/26/2019
1	\$43.42	07/26/2019

**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:

Plus: Amount paid on my account(s) with Lender

\$166.78

\$0.00

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:		
Equals: Amount Financed/Principal Loan Amount	\$166.78	

- 1. **Promise to Pay; Co-Borrower Obligations:** I promise to pay Lender, or to Lender's order, the principal sum of \$166.78 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 215.8800 % 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 (a) 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 render from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refine the this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment 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.
- I. 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.
- 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. urn over the Vehicle to Lender any time after nay If Lander brings suit to enforce my obligations under vailable under Nevada law. In exercising its rights, default. I agree to pay Lender reasonable attorneys' and costs this Note. Lender also may seek any other legal or ed e relief Lender must always act lawfully and achin he 🛚 ave my default and consider my ce. account in good standing if I bring the account ırren atisfactory 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 a 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.

- 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.
- 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.
- Notice and Cure: Before suing or starting arbitration about (i) Borrower's credit application. (ii) this Note. 16. (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. C.
- If applicable, Lender also must comply with its obligations under Chapter 604A with respect to d. offering Borrower a Repayment Plan.
- 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 defau on my account.
- Important Information About Opening Accounts To elp fight to rrorism and money laundering, Lender must identify each person who opens an acco ne, address, date of birth and other must g er my r Lend requested information and documents, such as my dr ense.
  - Telephone Recording: Leng 19. onite may
- onitor and record any phone conversation Lender and I have.

  changed to comply with law. Such change will not affect any Severability: Invalid rms eof w class-wide arbitration is allowed either party may require that a judge (with no ly relevant court rules and ploc dues. other term hereof. If a class action sull jury) hear the dispute. Such judge will
- Successors and Assigns This Note and Seach 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 lote 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.
- 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.
- 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	<u>Further Detail</u>		
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	"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 D sputes 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  AMS, 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:  1. Have a jury decide Disputes.			

		2. Have a court, other than a small claims court, decide Disputes.
		<ol><li>Serve as a private attorney general or in a representative capacity.</li></ol>
		4. Join a Dispute I have with a dispute by other consumers.
		<ol><li>Bring or be a class member in a class action or class arbitration.</li></ol>
		Lender also waives its jury trial right and its right to have a court decide Disputes Lender starts.
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 Lam 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 set letter 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 a bitration. To start arbitration, the Claimant picks the arbitration company, if one party sues or threatens to sue, the other party car de hand arbitration. This demand can be made in court papers II can be made in 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	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.
		BITRATION 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.
  - 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 caller 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.

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

Borrower Name: R	UM		Date of Loan: 12-28-18		
Co-Borrower Name:	yan na			240/	07/
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dated within previous 40 days			and Agency's name paying benefit		
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income deposit			Provide ONE of the following	:	
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			2. Bank statement with benefit deposit (dated		
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Attestation			Benefit card statement <u>OR</u> copy of benefit check (dated within previous 40 days )	l .	
			shock (dated within previous 40 days )	ı	
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Bank statement dated within previous 40 days AND completed Income Attestation  Employment Contracts, Written Agreements, or Invoices AND completed Income Attestation					
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Applicant Name:	BRY		
Co-Applicant Name:		have every the N/A rive	
Total Loan Amount including title fore this should make			\$166.78
*Full loan amount including title fees, this should match t <b>Payment</b>	the contractual loan amount.		
*Verify this is equal to or greater than the contr	ractual payment amount		\$46.74
	Income	ers of the term of the term of	
Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
	\$3,000.00	Monthly:	\$3,000.00
2	\$0.00	gradien Granden Granden	\$0.00
3	\$0.00		\$0.00
4	\$0.00		\$0.00
	\$0.00		\$0.00
	Gross Monthly	Income TOTAL:	\$3,000.00
	Expenses		
Expense Description	Amount		Sub-Monthly Total:
1 Rent/Mortgage	\$500.00	Line of the organization state of the following state of the state of	\$500.00
2 Utilities	\$150.00		\$150.00
3 Insurance	\$20.00		\$20.00
4 Other Expenses (loans, food, etc.)	\$200.00		\$200.00
Additional Title loans with TitleMax/TitleBucks			
- Indewday Helebucks	\$0.00		\$0.00
		Expense TOTAL:	\$870.00
Net Monthly Income (Discretion Monthly Loan Payment must be at least \$1	mary income in ACV)	\$2	2,130.00
Payment (from Total loan amount)	silan till difficult	\$46.74	
You, state(s) as follows:			
<ol> <li>You have provided us with true and correct in Vehicle; and</li> </ol>	nformation concerning you	r income, obligations, em	ployment, and ownership of the
2. You have the ability to repay the loan.			
Real			
Applicant Signature		Date:	12/28/18
Co Applicant Single		Date:	
Co-Applicant Signature			
. Please verify that the contract will a	Employee use only		and the state of t
. Please verify that the contractual loan amount . Pleae verify that the contractual payment is ea	us equal to the amount enti	ered into "Total loan Amo	unt"
. Pleae verify that the contractual payment is ec Employee Signature	war to or less than the amor	Int entered into "paymen Date:	t"amount
TRA TO NIV Inches O 5			

## **Income Attestation Statement**

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

TM.TB-NV-Income Attestation Statement- V1.07.13.2017

			000					
line	ome and Expense	Worksheet						
Applicant Name:	BRY	CONTINUE	o control services de la control de la c La control de la control d					
Co-Applicant Name:		de la companya de la La companya de la co						
Total Loan Amour		A. A. Maria Salah Kanasakan 🕏	215.00					
*Full loan amount including title fees, this should match the Payment	contractual loan amount.		E0 20					
*Verify this is equal to or greater than the contrac	\$59.39							
	Income		egi aj etika mastarna, kasaling shina esibis e					
Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:					
1	\$900.00	Weekly	\$3,600.00					
			\$0.00					
3	\$0.00	A COLOR DE PROPERTO DE LO COMPOSE DE COMPOSE	\$0.00					
4	\$0.00		\$0.00					
5	\$0.00		\$0.00					
	Gross Monthly	Income TOTAL:	\$3,600.00					
	Expenses		Production of the Medium Special Company of the					
Expense Description	Amount		Sub-Monthly Total:					
Rent/Mortgage	\$500.00		\$500.00					
2 Utilities	\$150.00	67.5. 建筑 排作路梯型原式 第二次 医抗性抗原性	\$150.00					
3 Insurance	\$0.00		\$0.00					
4 Other Expenses (loans, food, etc.) Additional Title loans with	\$200.00	agurajansasabangasanja Pagurajansasbangan	\$200.00					
5 TitleMax/TitleBucks	\$0.00	en ig more strong militarist Compare strong strong strong strong	\$0.00					
	Gross Monthly	Expense TOTAL:	\$850.00					
Net Monthly Income (Discretion	nary income in ACV)							
Monthly Loan Payment must be at least \$1	\$2	2,750.00						
Payment (from Total Joan amount)		\$59.39						
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.	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·						
Bas		Date:	10/19/15					
Applicant Signature		•	(0/11/10					
		Date:						

Co-Applicant Signature

Employee use only

1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"

2. Pleae verify that the contractual payment is equal to or less than the amount entered into "payment" amount Employee Signature

TM.TB-NV-income & Expense Wkst-V5.1-4.24.2018

### **Income Attestation Statement**

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

10/19/15

Date

TM.TB-NV-Income Attestation Statement- V1.07.13.2017

#### BRYAN (\*\*\*\*\*6675)

000425

Loan Detail [View all Loans]

Loan ID:  $\begin{array}{c} 10569-2576-\\ 32368523 \end{array}$ 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: 10/19/2018 Sub-None Earned Fees: N/A Due Date: 02/16/2019 Status: Late: Not Late

10569 Store: TITLEMAX OF LAS VEGAS,

Last Full 12/28/2018 Payment: NV #6 Recent: 634 Days

Assigned N/A Collector:

#### History | Contracts & Receipts | Notes | Letters & Documents

Transaction I	History					[ Transaction	on Detail ]
Date	Туре	Prin	Fee	Discount	Change	Total	Balance
10/19/2018	New Loan	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00	\$194.00
	Dishursa ta						
10/19/2018	Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$194.00	\$194.00
10/19/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$194.00
10/19/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$215.00
12/01/2018	Interest - Interest	\$0.00	\$54.68	\$0.00	\$0.00	\$54.68	\$269.68
10/01/0010	Daywaya	(#45.20)	(#54 (0)	<b>#0.00</b>	<b>#0.00</b>	<b>#400.00</b>	<b>#4/0/0</b>
12/01/2018	Payment	(\$45.32)	(\$54.68)	\$0.00	\$0.00	\$100.00	\$169.68
	Tender: Cash					\$100.00	
	Interest - Interest	\$0.00	(\$54.68)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$24.32)	\$0.00				
12/28/2018	Interest - Interest	\$0.00	\$27.10	\$0.00	\$0.00	\$27.10	\$196.78

12/28/2018 Payment (\$2.90) (\$27.10) \$0.00 \$0.00 \$30.00 \$166.78

Tender: Cash \$30.00

Interest - Interest \$0.00 (\$27.10)

New Loan (\$2.90) \$0.00

12/28/2018 Refinance (\$166.78) \$0.00 \$0.00 \$0.00 \$166.78 \$0.00

New Loan (\$166.78) \$0.00

BRYAN (\*\*\*\*6675)

Loan Detail [View all Loans]

Loan ID: 10569-2930-34398755 Balance: \$0.00 Pmt Account: N/A Principal: \$0.00 # of Pmts: 7

Model: NV 210-P Fees: \$0.00 LF Orig Store: Status: Paid Off

Sub-Status: None Earned Principal: N/A Originated: 12/28/2018

Earned Principal: N/A Originated: 12/28/2018

Due Date: 03/28/2019

10569 Late: Not Late

Store: TITLEMAX OF LAS VEGAS, NV #6

Last Full Payment: 01/28/2019

Parent 10569-2576- Recent: 603 Days

Loan ID: 32368523

Assigned N/A

History | Contracts & Receipts | Notes | Letters & Documents

Transaction History [Transaction Detail]

Date Type Prin Fee Discount Change Total Balance 12/28/2018 New Loan \$166.78 \$0.00 \$0.00 \$166.78 \$166.78

12/28/2018 Paid on Account \$0.00 \$0.00 \$0.00 \$166.78

01/21/2019 Interest - \$0.00 \$23.67 \$0.00 \$0.00 \$23.67 \$190.45

01/21/2019 Payment (\$76.33) (\$23.67) \$0.00 \$0.00 \$100.00 \$90.45

Tender: Bank Card - 162407 \$100.00

Interest - Interest \$0.00 (\$23.67)

New Loan (\$76.33) \$0.00

01/28/2019 Interest - \$0.00 \$3.74 \$0.00 \$0.00 \$3.74 \$94.19

01/28/2019 Pay Off (\$90.45) (\$3.74) \$0.00 \$0.00 \$94.19 \$0.00

Tender: Bank Card - 064614 \$94.19

Interest - Interest \$0.00 (\$3.74)

New Loan (\$90.45) \$0.00

#### Case No. 79224

7 8

Lewis Roca

In the Supreme (	Court 1	of Nevada
DEPARTMENT OF	)	

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

Appellant,

US.

TITLEMAX OF NEVADA, INC., a Delaware corporation,

Respondent,

#### DECLARATION OF JOSE URBAEZ COTTO

- I, Jose Urbaez Cotto, state as follows:
- 1. I am the Compliance Manager for the TMX Finance Corporate Services, Inc. ("TMX FCS"). TMX FCS is the corporate servicing affiliate to TitleMax of Nevada, Inc. ("TitleMax").
- 2. I am over the age of 18 and make the following statements based on personal knowledge and my review of relevant documents.
  - 3. TitleMax treats every refinance as a new loan.
- 4. It is therefore TitleMax's policy to evaluate ability to repay and vehicle fair market value with every refinance.
- 5. TitleMax employees should document a customer's income with every refinance.
- 6. TitleMax employees should evaluate a vehicle's fair market value at the time of every refinance with one exception. There are times when a customer has been pre-approved for a larger loan than they are actually given, taking into account the customer's ability to repay and the fair market value of the vehicle. If a customer requests to borrow additional funds they have already been approved for within 180 days from the day the customer takes out

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Lewis Roca ROTHGERBER CHRISTIE the initial loan, TitleMax does not reappraise the vehicle value during this period.

- 7. If there are instances in which a customer's ability to repay or vehicle fair market value are not documented at the time of refinancing, that is due to employee error, not TitleMax policy.
- 8. When a title loan is refinanced, funds from the new loan are applied to pay off the initial loan, and the initial loan agreement is marked "PAID IN FULL."
- 9. It is TitleMax's policy to mark every loan agreement that has been paid off "PAID IN FULL."
- 10. If there are instances in which a paid-off loan agreement is not marked "PAID IN FULL," that is due to employee error, not TitleMax policy.
- 11. If customers have consented to the electronic receipt of information, they receive the loan agreement marked "PAID IN FULL" in their electronic loan file. If customers have not consented to the electronic receipt of information, they are given a physical copy of the loan agreement marked "PAID IN FULL."
- 12. Attached hereto as Ex. A is a spreadsheet showing accurate information for ten examples of refinances. The spreadsheet shows the percentage of principal paid and the percentage of interest and fees paid both before and after refinancing, as well as the number of payments made.
- 13. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed this 15th day of October, 2020.

By: Jose Urbaez Cotto

# EXHIBIT A

# EXHIBIT A

Name	Loan ID	Loan Date	Type of Loan	Cash Out	Total Loan Amount	Loan Status	Paid Principal \$	Payment Principal %	Paid Interest and Fee \$	Payment Interest and Fee %	Payments Made
Juan	29018889	9/9/2019	New Loan	1,021	1,021	Refinance	794	78%	768	75%	7
Juan	30236978	4/6/2020	New Loan (Refinance)	0	227	Paid Off	227	100%	81	36%	3
Douglas	4321960	2/27/2018	New Loan	921	921	Refinance	435	47%	720	78%	6
Douglas	21051969	10/1/2018	New Loan (Refinance)	0	486	Paid Off	486	100%	139	29%	1
Regina	8623648	6/4/2018	New Loan	2,021	2,021	Refinance	480	24%	120	6%	1
Regina	8685760	6/16/2018	New Loan (Refinance)	0	1,541	Paid Off	1,541	100%	190	12%	1
John	30061362	2/28/2020	New Loan	5,021	5,021	Refinance	2,206	44%	94	2%	2
John	30106031	3/6/2020	New Loan (Refinance)	0	2,815	Paid Off	2,815	100%	648	23%	4
Fransico	8603494	6/1/2018	New Loan	1,500	1,500	Refinance	362	24%	1,098	73%	4
Fransico	24873956	11/2/2018	New Loan (Refinance)	0	1,138	Paid Off	1,138	100%	929	82%	7
Kevin	24922516	11/12/2018	New Loan	1,021	1,021	Refinance	370	36%	460	45%	3
Kevin	26799572	2/11/2019	New Loan (Refinance)	0	651	Paid Off	651	100%	58	9%	1
Ronald	24920074	11/10/2018	New Loan	1,521	1,521	Refinance	520	34%	608	40%	4
Ronald	26826113	2/15/2019	New Loan (Refinance)	0	1,001	Paid Off	1,001	100%	321	32%	4
Bryan	21308812	10/19/2018	New Loan	215	215	Refinance	48	22%	82	38%	2
Bryan	26540438	12/28/2018	New Loan (Refinance)	0	167	Paid Off	167	100%	27	16%	2
Marlon B.	4306867	2/20/2018	New Loan	7,500	7,500	Refinance	4,640	62%	360	5%	2
Marlon B.	4699252	3/8/2018	New Loan (Refinance)	0	2,860	Paid Off	2,860	100%	516	18%	4
Angela	4299456	2/16/2018	New Loan	1,908	1,908	Refinance	314	16%	1,153	60%	3
Angela	8678146	6/15/2018	New Loan (Refinance)	0	1,594	Paid Off	1,594	100%	249	16%	1