

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**

DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
DALE KOTCHKA-ALANES (SBN 13,168)
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway,
Suite 600
Las Vegas, Nevada 89169
(702) 949-8200
DPolsenberg@LRRC.com
JHenriod@LRRC.com
MKotchkaAlanes@LRRC.com

Attorneys for Respondent

TABLE OF CONTENTS TO APPENDIX

Tab	Document	Vol.	Pages
	Old Loan Files		
1	Loan Files (Marlon)	1	1–35
2	Loan Files (Kay)	1	36–51
3	Loan Files (Fredrik)	1	52–80
4	Loan Files (Sally)	1	81–121
5	Loan Files (Kelly)	1	122–149
	New Loan Files		
6	Loan Files (Marlon B.)	1	150–176
7	Loan Files (Ronald)	1	177–203
8	Loan Files (Angela)	1	204–230
9	Loan Files (Juan)	1 2	231–250 251–261
10	Loan Files (Kevin)	2	262–286
11	Loan Files (John)	2	287–319
12	Loan Files (Regina)	2	320–347
13	Loan Files (Douglas)	2	348–373
14	Loan Files (Francisco)	2	374–402
15	Loan Files (Bryan)	2	403–427
	Declaration		
16	Declaration of Jose Urbaez Cotto	2	428–431

CERTIFICATE OF SERVICE

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

Aaron D. Ford
Attorney General
David J. Pope
Sr. Deputy Attorney General
Vivienne Rakowsky
Deputy Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, Nevada 89101
DPope@AG.NV.gov
VRakowsky@AG.NV.gov

Attorneys for Appellant

/s/ Jessie M. Helm
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.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

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

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

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

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

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

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

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

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

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone

else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

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

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

a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.

b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.

c. If Defending Party asks for more information about the dispute, Claimant must give it.

d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

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

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

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

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

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

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

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

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

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " <i>Dispute</i> " has a broad meaning. " <i>Dispute</i> " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and disagreements that usually would be resolved in court. " <i>Dispute</i> " also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. " <i>Related Parties</i> " also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).

What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (“ <i>TPA</i> ”) solves Disputes in a hearing (“ <i>hearing</i> ”). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Is it confidential?	Yes, it can be	Lender or I can ask that arbitration be confidential. That means things people say, and documents and information disclosed as part of the arbitration, will be used only for the arbitration and will not be shared with anyone who is not part of the arbitration. That also means that people involved in the arbitration may be asked to sign a separate confidentiality agreement. Confidential information may be used to appeal or enforce an arbitration award.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan Number and Loan Date and state that I “opt out” of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes involving Lender (or a Related Party) and me. But, “Disputes” does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court to decide, not the TPA. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	A Third Party Arbitrator	Arbitrations must be conducted under this Clause. The TPA will be one of the following: <ul style="list-style-type: none"> • An individual, independent TPA the parties choose together; • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or • Any other arbitration company the parties choose together. No arbitration may be held without Lender’s consent by an arbitration company or TPA that would allow class arbitration under this Clause. Unless Lender and you agree otherwise, the TPA must be a lawyer with 10+ years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company’s consumer arbitration rules will apply. If the parties chose an individual TPA, then such TPA will follow the JAMS consumer arbitration rules, unless the parties mutually agree to an alternative. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers.

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER:

II IANI
Docu
[Signature]
F82F3DF729BC4B3...

Borrower Signature

9/9/2019

Date

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

LENDER:

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

CO-BORROWER:

N/A

DocuSigned by:

By: Etha Tamayo
0A374EED228A4E4...
Duly Authorized

Co-Borrower Signature

Date

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, CORTLAND CAPITAL MARKET SERVICES LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, EACH AS COLLATERAL AGENT.

JUAN [REDACTED] (*****9016)

Loan Detail

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

Loan ID: 13969-2733-44613132	Balance: \$0.00	Pmt Account: N/A
Model: NV 210-P	Principal: \$0.00	# of Pmts: 7
Status: Refinance	Fees: \$0.00	LF Orig Store:
Sub-Status: None	Earned Principal: N/A	Originated: 09/09/2019
	Earned Fees: N/A	Due Date: 04/06/2020
Store: 13969 TITLEMAX OF LAS VEGAS, NV #36		Late: Not Late
		Last Full Payment: 04/06/2020
Assigned Collector: N/A		Recent: 169 Days

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

Transaction History

[\[Transaction Detail \]](#)

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
09/09/2019	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
09/09/2019	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$1,000.00
09/09/2019	Origination 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: Bank Card - 073620					\$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	Payment	(\$107.99)	(\$144.01)	\$0.00	\$0.00	\$252.00	\$870.34
	Tender: Bank Card - 054720					\$252.00	
	Interest - Interest	\$0.00	(\$144.01)				
	New Loan	(\$107.99)	\$0.00				
12/09/2019	Interest - Interest	\$0.00	\$109.81	\$0.00	\$0.00	\$109.81	\$980.15
12/09/2019	Payment	(\$142.19)	(\$109.81)	\$0.00	\$0.00	\$252.00	\$728.15
	Tender: Bank Card - 031015					\$252.00	
	Interest - Interest	\$0.00	(\$109.81)				
	New Loan	(\$142.19)	\$0.00				
01/07/2020	Interest - Interest	\$0.00	\$111.01	\$0.00	\$0.00	\$111.01	\$839.16
01/07/2020	Payment	(\$137.43)	(\$111.01)	\$0.00	\$0.00	\$248.44	\$590.72
	Tender: Card (Auto) - 2287					\$248.44	
	Interest - Interest	\$0.00	(\$111.01)				
	New Loan	(\$137.43)	\$0.00				
02/05/2020	Interest - Interest	\$0.00	\$90.06	\$0.00	\$0.00	\$90.06	\$680.78
02/05/2020	Payment	(\$169.94)	(\$90.06)	\$0.00	\$0.00	\$260.00	\$420.78
	Tender: Bank Card - 053819					\$260.00	
	Interest - Interest	\$0.00	(\$90.06)				
	New Loan	(\$169.94)	\$0.00				
03/06/2020	Interest - Interest	\$0.00	\$66.36	\$0.00	\$0.00	\$66.36	\$487.14
03/06/2020	Payment	(\$193.64)	(\$66.36)	\$0.00	\$0.00	\$260.00	\$227.14
	Tender: Card (Auto) - 2287					\$260.00	
	Interest - Interest	\$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: Bank Card - 861764					\$37.02	
	Interest - Interest	\$0.00	(\$37.02)				
04/06/2020	Refinance	(\$227.14)	\$0.00	\$0.00	\$0.00	\$227.14	\$0.00
	New Loan	(\$227.14)	\$0.00				

JUAN [REDACTED] (*****9016)

Loan Detail

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

Loan ID: [13969-3316-51007043](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 04/06/2020
 Earned Fees: N/A **Due Date:** 08/04/2020
Store: 13969
 TITLEMAX OF
 LAS VEGAS,
 NV #36 **Late:** Not Late
 Last Full Payment: 07/05/2020
Parent Loan ID: [13969-2733-44613132](#) **Recent:** 79 Days
Assigned Collector: N/A

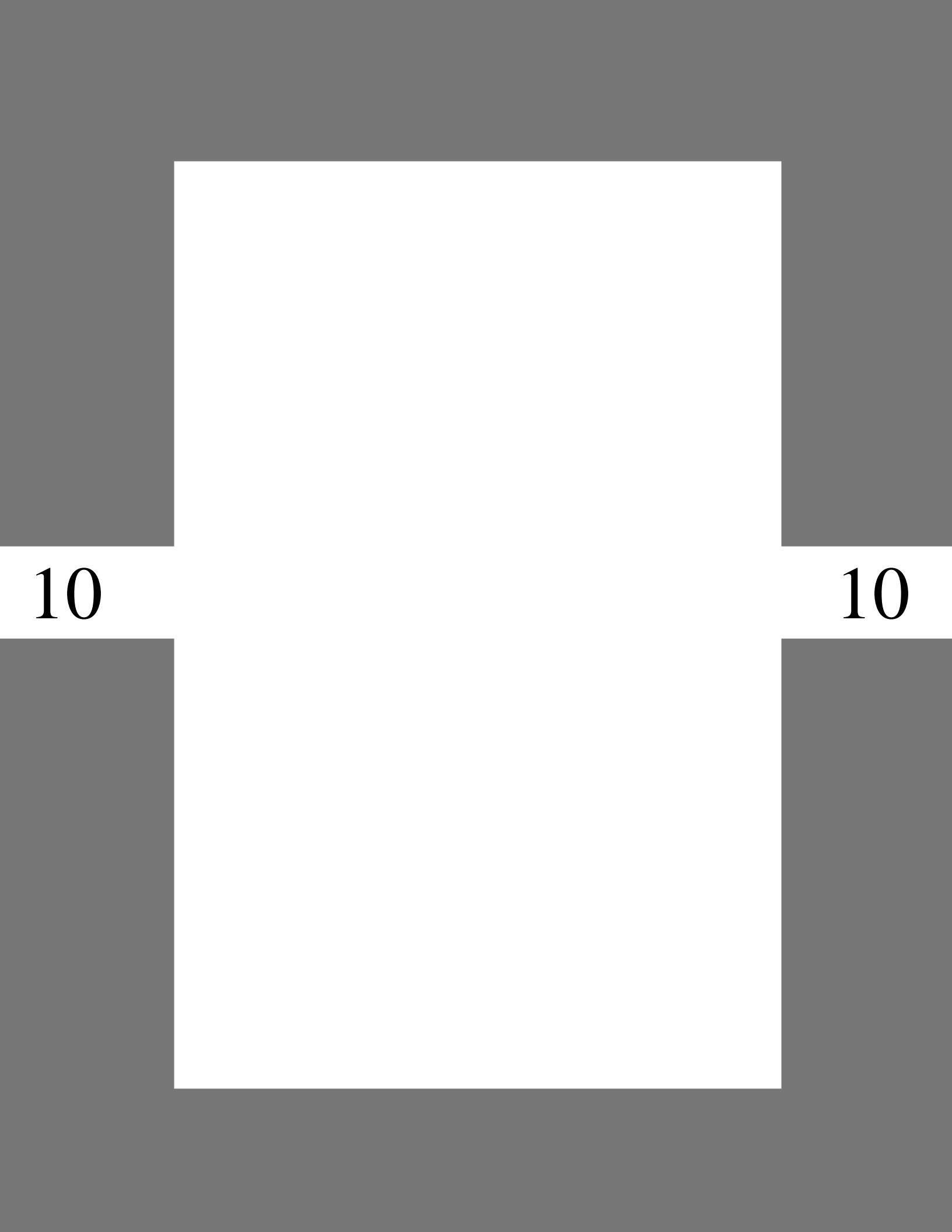
[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
04/06/2020	New Loan	\$227.14	\$0.00	\$0.00	\$0.00	\$227.14	\$227.14
04/06/2020	Paid on 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 (Auto) - 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 (Auto) - 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 - Interest	\$0.00	(\$19.75)				
New Loan	(\$113.86)	\$0.00				



10

10

Contact Information

11/12/2018

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

Telephone: 404-542-6618
 Fax:

Notes

Vehicle Info For 2001 BMW 5-Series 525i 4D Wagon

MSRP: \$37,200	VIN: [REDACTED] 4500	Adj. State: National
Fin Adv: \$1,725	UVC: 2001100083	Mileage: 0
Equip Ret: \$45,345	MPG: 20/29	Mileage Cat: G
Tire Size: 225/55R16	Weight: 3736	Cylinders: 6
Base HP: 184 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 26.2	Wheelbase: 111.4	Drive Train: RWD
Model Number: 0159	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC LTH SR		

Wholesale Black Book values as of 11/12/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$1,750	\$1,050	\$450
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,750	\$1,050	\$450

Trade In Black Book values as of 11/12/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$1,790	\$1,090	\$450
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,790	\$1,090	\$450

Retail Black Book values as of 11/12/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,725	\$3,575	\$2,675
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,725	\$3,575	\$2,675

Black Book Add/Deducts

w/o Auto Trans -500
 w/o Leather -100
 w/o Sunroof -100

Income and Expense Worksheet

Applicant Name:	KEVIN [REDACTED]
Co-Applicant Name:	
Total Loan Amount	\$1,021.00
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	
Payment	\$263.23
<small>*Verify this is equal to or greater than the contractual payment amount</small>	

Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	VSR INDUSTRY	\$1,400.00	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				
	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 (Discretionary income in ACV)	\$1,503.33
Monthly Loan Payment must be at least \$1 less than this amount	
Payment (from Total loan amount)	\$263.23

You, state(s) as follows:

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

Date: 11/12/18

Date:

Applicant Signature

Co-Applicant Signature

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

000264

Borrower Name:	Kwin [REDACTED]	Date of Loan:	11-10-18
Co-Borrower Name:		Loan Number:	11669-2454-33012817

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

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

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

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

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

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

VERIFICATION

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

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.

K92 [REDACTED]
(Borrower Signature)

11/12/18
(Date)

000264

Income Attestation Statement

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

[Signature] [REDACTED]
Signature

12/12/18
Date

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 4650 E. SUNSET ROAD SUITE C HENDERSON, NV 89014		Loan Date: 11/12/2018 Loan Number: 11669-2454-33012817 Lender Customer Service: 1-800-804-5368	
Borrower: kevin [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2001	Motor Vehicle Make: BMW	Motor Vehicle Model: 5-Series	Motor Vehicle ID #: [REDACTED] 4500

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 203.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$788.32	Amount Financed The amount of credit provided to me or on my behalf. \$1,021.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,809.32
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: kevin [REDACTED]

DocuSigned by:
[Signature]
CF57F5D4DE77436...

Borrower Signature

11/12/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Patrick Tankersley
By: [Signature]
3E48DD02D8A8473...
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.

Contact Information

2/12/2019

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

Telephone: 404-542-6618
Fax:

Notes

Vehicle Info For 2001 BMW 5-Series 525i 4D Wagon

MSRP: \$37,200
Fin Adv: \$1,675
Equip Ret: \$45,345
Tire Size: 225/55R16
Base HP: 184 @ 6000
Taxable HP: 26.2
Model Number: 0159
Price Includes: AT AC LTH SR

VIN: [REDACTED] 500
UVC: 2001100083
MPG: 20/29
Weight: 3736
Fuel Type: Gas
Wheelbase: 111.4
End of Term 0
Months: 0

Adj. State: National
Mileage: 0
Mileage Cat: G
Cylinders: 6
Transmission: A
Drive Train: RWD
End of Term 0
Mileage:

Wholesale Black Book values as of 2/12/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$1,700	\$1,050	\$500
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,700	\$1,050	\$500

History
Adjustments

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

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

Trade In Black Book values as of 2/12/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$1,735	\$1,085	\$500
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,735	\$1,085	\$500

History
Adjustments

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

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

Retail Black Book values as of 2/12/2019

	X-CL	Clean	Average	Rough
Base	N/A	\$4,675	\$3,575	\$2,750
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,675	\$3,575	\$2,750

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

w/o Auto Trans -500
w/o Leather -100
w/o Sunroof -100

Income and Expense Worksheet	
Applicant Name:	KEVIN
Co-Applicant Name:	
Total Loan Amount <small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	\$651.11
Payment <small>*Verify this is equal to or greater than the contractual payment amount</small>	\$173.78

Income				
	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		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$3,033.33

Expenses			
	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 (Discretionary income in ACV) Monthly Loan Payment must be at least \$1 less than this amount	\$1,503.33
--	-------------------

Payment (from Total loan amount)	\$173.78
---	-----------------

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.

U.S.

Applicant Signature

Date: 02/11/19

Date:

Co-Applicant Signature

000274

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

2/11/19

Borrower Name:	Kevin, [REDACTED]	Date of Loan:	2864-3504 7272
Co-Borrower Name:		Loan Number:	2864-3504 7272

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

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

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

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

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

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

VERIFICATION

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

Borrower Attestation

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

[Signature]
(Borrower Signature)

02/11/19
(Date)

Income Attestation Statement

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

[Signature]
Signature

02/11/19
Date

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 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 [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2001	Motor Vehicle Make: BMW	Motor Vehicle Model: 5-Series	Motor Vehicle ID #: [REDACTED] 4500

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 203.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$502.71	Amount Financed The amount of credit provided to me or on my behalf. \$651.11	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$1,153.82
---	---	--	--

Payment Schedule: My payment schedule will be:

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

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	\$651.11

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$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 Lien Filing Fee due to the Department of Motor Vehicles to record the security interest I grant in the Vehicle is included in the principal amount of the Loan and accrues interest. I authorize Lender to withhold the amount of the Lien Filing Fee from the Loan proceeds and to pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: KEVIN [REDACTED]

DocuSigned by:
[Signature]
CF57F5D4DE77436...

Borrower Signature

2/11/2019

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Claudia Avellar
By: [Signature]
CFC30206732F4C1...
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.

KEVIN [REDACTED] (*****5159)

Loan Detail

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

Loan ID:	11669-2454-33012817	Balance:	\$0.00	Pmt Account:	N/A
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Refinance	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A	Originated:	11/12/2018
		Earned Fees:	N/A	Due Date:	04/11/2019
Store:	11669 TITLEMAX OF HENDERSON, NV #1			Late:	Not Late
Assigned Collector:	N/A			Last Full Payment:	02/11/2019
				Recent:	589 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	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
11/12/2018	Disburse 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 - Interest	\$0.00	\$171.09	\$0.00	\$0.00	\$171.09	\$1,192.09
12/12/2018	Payment	(\$128.91)	(\$171.09)	\$0.00	\$0.00	\$300.00	\$892.09
	Tender: Cash					\$300.00	
	Interest - Interest	\$0.00	(\$171.09)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$107.91)	\$0.00				
01/14/2019	Interest - Interest	\$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: Cash					\$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: Cash					\$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 [REDACTED] (*****5159)

Loan Detail

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

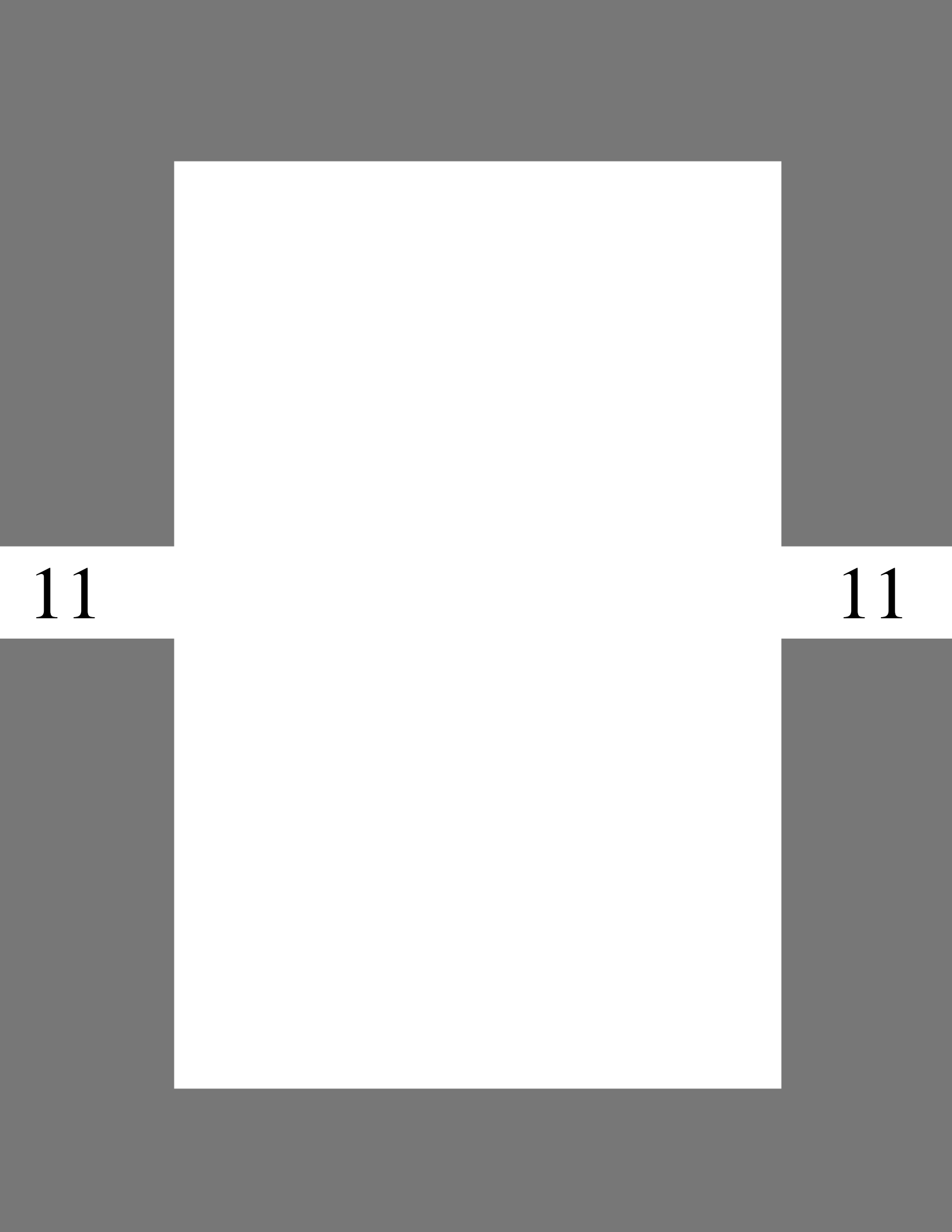
Loan ID:	11669-2864-35647272	Balance:	\$0.00	Pmt Account:	N/A
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Paid Off	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A	Originated:	02/11/2019
		Earned Fees:	N/A	Due Date:	04/12/2019
Store:	11669 TITLEMAX OF HENDERSON, NV #1			Late:	Not Late
Parent Loan ID:	11669-2454-33012817			Last Full Payment:	02/27/2019
Assigned Collector:	N/A			Recent:	573 Days

[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 - 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 - Interest	\$0.00	(\$58.19)				
	New Loan	(\$651.11)	\$0.00				



11

11

NV

NEVADA

PAPERLESS NEW LOAN
& REFINANCE/ADD-ON CHECKLIST

TMX FINANCE

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.

BORROWER NAME:	John [REDACTED]	LOAN NUMBER:	9170-50070787
----------------	-----------------	--------------	---------------

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

E-SIGN LOAN & REFINANCE DOCUMENTS	INITIAL 1	INITIAL 2	TM MOBILE APP	INITIAL 1	INITIAL 2
Consent to Electronic Disclosures	[Signature]		Mobile App Downloaded		
Privacy Policy			Account Linked in Mobile App		
Credit Application			[REDACTED]		
Text Message Permission			[REDACTED]		
Loan Agreement					

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

SCANNED LOAN & REFINANCE DOCUMENTS	INITIAL 1	INITIAL 2	INCOME DOCUMENTATION CHECKLIST	
Valid Proof of Identification	[Signature]		EMPLOYMENT VERIFICATION	
Valid Income Documentation (see documentation checklist to the right)			Pay-stub OR	[Signature]
Income & Expense Worksheet (completed & signed)			Bank Statement with income deposit (dated within past 40 days)	
Black Book Printout			GOVERNMENT AGENCY OR STATE BENEFIT	
Page 1 of Loan Agreement (to validate income & payment amounts)			Benefit letter (dated within previous 12 months) OR	
New Loan & Refinance/Add-on Checklist (completed)			Bank statement with benefit deposit (dated within past 40 days) OR	
<p>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.</p> <div><p>EMPLOYEE COMPLETING CHECK 1:</p><p>SIGNATURE: [Signature]</p><p>DATE: _____</p></div> <div><p>EMPLOYEE COMPLETING CHECK 2:</p><p>SIGNATURE: _____</p><p>DATE: _____</p></div>			SELF-EMPLOYMENT	
			Bank Statement (dated within past 40 days) OR	
			Employment Contracts, Written Agreements or Invoices OR	
			Business Licenses or Registration OR	
			Federal Income Tax Return from previous year/current IRS Schedule 1040-S for last quarter	
<p>IMPORTANT: Scan and upload any income documentation provided along with completed and signed Income & Expense Worksheet at every New Loan & Refinance/Add-on.</p> <div><input type="checkbox"/> NO INCOME DOCUMENTATION WAS PROVIDED</div> <p>NOTE: A completed and signed Income & Expense Worksheet is still required if no documents were provided.</p>				



NEVADA

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

TMX FINANCE | TMX FINANCE IS A REGISTERED SERVICE MARK OF TMX FINANCE, INC. © 2019

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.

ATTEMPT	DATE	YES	NO	MANAGER INITIALS
1st Attempt				
2nd Attempt				
3rd Attempt				
Universe Silver™ Direct Deposit (if applicable)				
Signed Universe Silver™ Account Documents (if applicable)				

THANK-YOU LETTER PRINTED AND MAILED:

SIGNATURE: _____

DATE: _____

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.

STORE OR GENERAL MANAGER REVIEW:

SIGNATURE:  _____

DATE: _____

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	John [REDACTED]	Date of Loan:	02-28-2020
Co-Borrower Name:		Loan Number:	8120-56070787

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

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

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ <u>2307.65</u> x 26 = \$ <u>59,999.94</u> / 12 =	\$ <u>4,999.95</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ <u>1934.65</u> <u>Monthly Bonus</u> =	\$ <u>1934.65</u>

VERIFICATION

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

Borrower Attestation

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

(Borrower Signature)

(Date)

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

John

Direct Deposit

Employee Pay Stub		Check number: DD15825	
Employee		John	
Earnings and Hours		Qty	Rate
			Current YTD Amount
Salary	111:15	2,307.69	11,379.30
Bonus			3,869.31
Salary Holiday			159.15
	111:15	2,307.69	15,407.76
Deductions From Gross		Current YTD Amount	
Health Insurance (pre-tax)		-32.95	-164.75
Dental Insurance (pre-tax)		-11.94	-59.70
Vision Insurance (pre-tax)		-2.42	-12.10
401(K)		-115.38	-864.36
		-162.69	-1,100.91
Taxes		Current YTD Amount	
Medicare Employee Addl Tax		0.00	0.00
Federal Withholding		-7.00	-559.00
Social Security Employee		-140.15	-940.62
Medicare Employee		-32.77	-219.98
		-179.92	-1,719.60
Adjustments to Net Pay		Current YTD Amount	
A/R Pmt		-38.57	-486.60
Net Pay		1,926.51	12,100.65

Pay Period: 02/09/2020 - 02/22/2020 Pay Date: 02/28/2020

SSN

***-**-5192

Direct Deposit	Amount		
Checking - *****9540	1,926.51		

Paid Time Off	Earned	YTD Used	Available
PTO	2:08		6:16
Vacation	0:00		80:00

Memo

Direct Deposit

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

Income and Expense Worksheet for New Loans & Refinance/Add-Ons	
Applicant Name:	JOHN
Co-Applicant Name:	
Total Loan Amount <small>*Full loan amount including title fees. This should match the contractual loan amount.</small>	\$5,021.00
Payment <small>*Verify this is equal to or greater than the contractual payment amount</small>	\$1,137.95

Income				
	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		\$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
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
			Gross Monthly Expense TOTAL:	\$1,497.00

Net Monthly Income (Discretionary income in ACV) Monthly Loan Payment must be at least \$1 less than this amount	\$5,437.65
--	-------------------

Payment (from Total loan amount)	\$1,137.95
---	-------------------

You, state(s) as follows:

- I, under penalty of perjury, do hereby swear that the income and expense details provided by me are true, accurate, and factually correct; any misrepresentation of factual data above is solely my responsibility.
- 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.

☐ I am unable to provide income verification documents.
☒ I have provided income verification documents.

Applicant Sign

Date: 2-29-20

Co-Applicant Signature

Date:

Employee use only	
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"	
2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount	
3. Please verify and attest that proper income verification documents have been collected when available.	
Employee Signature	Date:

Contact Information

2/28/2020

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

Telephone: 404-542-6618
Fax:

Notes

Vehicle Info For 2006 GMC Sierra 2500 SL Crew Cab

MSRP: \$29,400	VIN: [REDACTED] 7362	Adj. State: National
Loan Value: \$10,825	UVC: 2006340779	Mileage: 0
Equip Ret: \$31,265	MPG: —/—	Mileage Cat: G
Tire Size: 245/75R16	Weight: 9200	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: RWD
Model Number: TC25943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 2/28/2020

	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

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

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

Retail Black Book values as of 2/28/2020

<https://www.lendersolutiononline.com/print/?document=LenderSolution>

2/28/2020

	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

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 4811 WEST CRAIG ROAD LAS VEGAS, NV 89130		Loan Date: 02/28/2020 Loan Number: 10769-8120-50070787 Lender Customer Service: (702) 255-2274	
Borrower: JOHN [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2006	Motor Vehicle Make: GMC	Motor Vehicle Model: Sierra 2500	Motor Vehicle ID #: [REDACTED] 7362

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 97.21%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,727.42	Amount Financed The amount of credit provided to me or on my behalf. \$5,021.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$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.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

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

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

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

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

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

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

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

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

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone

else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

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

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

a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.

b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.

c. If Defending Party asks for more information about the dispute, Claimant must give it.

d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

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

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

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

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

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

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

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

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

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " <i>Dispute</i> " has a broad meaning. " <i>Dispute</i> " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and disagreements that usually would be resolved in court. " <i>Dispute</i> " also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. " <i>Related Parties</i> " also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).

What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (" <i>TPA</i> ") solves Disputes in a hearing (" <i>hearing</i> "). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Is it confidential?	Yes, it can be	Lender or I can ask that arbitration be confidential. That means things people say, and documents and information disclosed as part of the arbitration, will be used only for the arbitration and will not be shared with anyone who is not part of the arbitration. That also means that people involved in the arbitration may be asked to sign a separate confidentiality agreement. Confidential information may be used to appeal or enforce an arbitration award.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan Number and Loan Date and state that I "opt out" of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes involving Lender (or a Related Party) and me. But, "<i>Disputes</i>" does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court to decide, not the TPA. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	A Third Party Arbitrator	Arbitrations must be conducted under this Clause. The TPA will be one of the following: <ul style="list-style-type: none"> • An individual, independent TPA the parties choose together; • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or • Any other arbitration company the parties choose together. No arbitration may be held without Lender's consent by an arbitration company or TPA that would allow class arbitration under this Clause. Unless Lender and you agree otherwise, the TPA must be a lawyer with 10+ years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an individual TPA, then such TPA will follow the JAMS consumer arbitration rules, unless the parties mutually agree to an alternative. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers.

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

- I promise that all information I gave to Lender in my application is true, complete and correct.
- 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 authority and capacity to sign this Note.
- I have received Lender's Privacy Policy.
- I am a rightful owner of the Vehicle.
- I am not a debtor in bankruptcy. I do not intend to file a federal bankruptcy petition.
- 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:

JOHN [REDACTED]
Docu [REDACTED]
[Signature]
D7DA0B0BC8AD494...
Borrower Signature

2/28/2020

Date

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

LENDER:

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

CO-BORROWER:

N/A

DocuSigned by:
By: Arthur Miles
09F1D42D63FA437...
Duly Authorized

Co-Borrower Signature

Date

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, CORTLAND CAPITAL MARKET SERVICES LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, EACH AS COLLATERAL AGENT.



PAPERLESS NEW LOAN
& REFINANCE/ADD-ON CHECKLIST

TMX FINANCE

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.

BORROWER NAME: John **LOAN NUMBER:** 8182-50374855

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

E-SIGN LOAN & REFINANCE DOCUMENTS	INITIAL 1	INITIAL 2	TM MOBILE APP	INITIAL 1	INITIAL 2
Consent to Electronic Disclosures			Mobile App Downloaded		
Privacy Policy			Account Linked in Mobile App		
Credit Application					
Text Message Me Form					
Loan Agreement					

07101978 84815523

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

SCANNED LOAN & REFINANCE DOCUMENTS	INITIAL 1	INITIAL 2	INCOME DOCUMENTATION CHECKLIST	INITIAL 1	INITIAL 2
Valid Proof of Identification			EMPLOYMENT VERIFICATION		
Valid Income Documentation (see documentation checklist to the right)			Pay-stub OR		
Income & Expense Worksheet (completed & signed)			Bank Statement with income deposit (dated within past 40 days)		
Black Book Printout			GOVERNMENT AGENCY OR STATE BENEFIT		
Page 1 of Loan Agreement (to validate income & payment amounts)			Benefit Letter (dated within previous 12 months) OR;		
New Loan & Refinance/Add-on Checklist (completed)			Bank statement with benefit deposit (dated within past 40 days) OR;		
			Benefit card statement/copy of benefit check (dated within past 40 days)		
			SELF-EMPLOYMENT		
			Bank Statement (dated within past 40 days) OR;		
			Employment Contracts, Written Agreements or Invoices OR;		
			Business Licenses or Registration OR;		
			Federal Income Tax Return from previous year/current IRS Schedule 1040ES for last quarter		

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 COMPLETING CHECK 1:
SIGNATURE: _____
DATE: _____

EMPLOYEE COMPLETING CHECK 2:
SIGNATURE: _____
DATE: _____

NO INCOME DOCUMENTATION WAS PROVIDED

NOTE: A completed and signed Income & Expense Worksheet is still required if no documents were provided.



NEVADA

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

TMX FINANCE

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.

ATTEMPT	DATE	YES	NO	MANAGER INITIALS
1st Attempt:				
2nd Attempt:				
3rd Attempt:				
Universe Silver™ Direct Deposit (if applicable)				
Signed Universe Silver™ Account Documents (if applicable)				

THANK-YOU LETTER PRINTED AND MAILED

SIGNATURE: N/A
DATE: _____

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.

STORE OR GENERAL MANAGER REVIEW:

SIGNATURE: _____
DATE: _____

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	<u>John [REDACTED]</u>	Date of Loan:	<u>03-06-2020</u>
Co-Borrower Name:		Loan Number:	<u>8182-50314855</u>

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

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ <u>2307.69</u> x 26 = \$ <u>59,999.94</u> / 12 =	\$ <u>4999.95</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ <u>1934.65</u> <u>Monthly Bonus</u> =	\$ <u>1934.65</u>

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

Borrower Attestation

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

_____ (Borrower Signature)	_____ (Date)
-------------------------------	-----------------

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

John [REDACTED]

Direct Deposit

Employee Pay Stub

Check number: DD15825

Employee

John

Earnings and Hours	Qty	Rate	Current YTD Amount
Salary	111:15	2,307.69	11,379.30
Bonus			3,869.31
Salary Holiday			159.15
	111:15	2,307.69	15,407.76
Deductions From Gross			Current YTD Amount
Health Insurance (pre-tax)		-32.95	-164.75
Dental Insurance (pre-tax)		-11.94	-59.70
Vision Insurance (pre-tax)		-2.42	-12.10
401(K)		-115.38	-864.36
		-162.69	-1,100.91
Taxes			Current YTD Amount
Medicare Employee Addl Tax		0.00	0.00
Federal Withholding		-7.00	-559.00
Social Security Employee		-140.15	-940.62
Medicare Employee		-32.77	-219.98
		-179.92	-1,719.60
Adjustments to Net Pay			Current YTD Amount
A/R Pmt		-38.57	-486.60
Net Pay		1,926.51	12,100.65

Pay Period: 02/09/2020 - 02/22/2020 Pay Date: 02/28/2020

SSN

***-**-5192

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

Memo

Direct Deposit

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

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

John [REDACTED]

Direct Deposit

Employee Pay Stub

Check number: DD15825

Employee [REDACTED]

John [REDACTED]

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary	111:15		2,307.69	11,379.30
Bonus				3,869.31
Salary Holiday				159.15
	111:15		2,307.69	15,407.76
Deductions From Gross			Current	YTD Amount
Health Insurance (pre-tax)			-32.95	-164.75
Dental Insurance (pre-tax)			-11.94	-59.70
Vision Insurance (pre-tax)			-2.42	-12.10
401(K)			-115.38	-864.36
			-162.69	-1,100.91
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-7.00	-559.00
Social Security Employee			-140.15	-940.62
Medicare Employee			-32.77	-219.98
			-179.92	-1,719.60
Adjustments to Net Pay			Current	YTD Amount
A/R Pmt			-38.57	-486.60
Net Pay			1,926.51	12,100.65

Pay Period: 02/09/2020 - 02/22/2020 Pay Date: 02/28/2020

SSN

***-**-5192

Direct Deposit

Checking - *****9540 Amount 1,926.51

Paid Time Off

	Earned	YTD Used	Available
PTO	2:08		6:16
Vacation	0:00		80:00

Memo

Direct Deposit

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

Income and Expense Worksheet for New Loans & Refinance/Add-Ons				
Applicant Name:		JOHN [REDACTED]		
Co-Applicant Name:				
Total Loan Amount		\$3,015.00		
<small>*Full loan amount including title fees. This should match the contractual loan amount.</small>				
Payment		\$727.47		
<small>*Verify this is equal to or greater than the contractual payment amount</small>				
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$2,307.69	Bi-Weekly	\$5,000.00
2		\$1,934.65	Monthly	\$1,934.65
3		\$0.00		\$0.00
4		\$0.00		\$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
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
Gross Monthly Expense TOTAL:				\$1,497.00
Net Monthly Income (Discretionary income in ACV)		\$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 swear that the income and expense details provided by me are true, accurate, and factually correct; any misrepresentation of factual data above is solely my responsibility.				
2. I understand that the income documentation, if any, and details provided are being used to determine my ability to qualify for, and my ability to repay, a title loan made under Nevada statute NRS 604A and NAC 604A.				
<input type="checkbox"/> I am unable to provide income verification documents.				
<input type="checkbox"/> I have provided income verification documents.				
Applicant Signature		Date: 3-6-20		
Co-Applicant Signature		Date:		
Employee use only				
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"				
2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount				
3. Please verify and attest that proper income verification documents have been collected when available.				
Employee Signature		Date:		

Contact Information

3/6/2020

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

Telephone: 404-542-6618
Fax:

Notes

Vehicle Info For 2006 GMC Sierra 2500 SL Crew Cab

MSRP: \$29,400	VIN: [REDACTED] 7362	Adj. State: National
Loan Value: \$10,825	UVC: 2006340779	Mileage: 0
Equip Ret: \$31,265	MPG: —/—	Mileage Cat: G
Tire Size: 245/75R16	Weight: 9200	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: RWD
Model Number: TC25943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

Wholesale Black Book values as of 3/6/2020

	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

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

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

Trade In Black Book values as of 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

	X-CL	Clean	Average	Rough
Adjusted	N/A	\$11,065	\$8,265	\$5,675

History Adjustments

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

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

Retail Black Book values as of 3/6/2020

	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

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
- Hydric 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

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 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 [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2006	Motor Vehicle Make: GMC	Motor Vehicle Model: Sierra 2500	Motor Vehicle ID #: [REDACTED] 7362

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 97.21%	FINANCE CHARGE The dollar amount the credit will cost me. \$968.32	Amount Financed The amount of credit provided to me or on my behalf. \$2,814.61	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$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.
- l. I will not get or try to get another title to the Vehicle.
- m. I will not allow any other liens on the Vehicle.

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

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

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

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

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

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

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

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

14. **Waivers:** If Lender delays or does not enforce its rights every time, Lender can still do so later. I waive presentment, demand for payment, notice of intent to accelerate, notice of acceleration, protest, and notice of dishonor. Lender need not sue, arbitrate or show diligence in collecting against me or others. Lender need not go against the Vehicle. Lender may require that any Borrower pay the whole Loan without asking anyone

else to pay. Lender may sue any Borrower without giving up any of its rights against any other Borrower. Lender may sue or arbitrate with a person without joining or suing others. Lender may release or modify a person's liability without changing other persons' liability.

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

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

a. The party filing the dispute (the "**Claimant**") must tell all other parties (the "**Defending Party**") of the dispute (the "**Dispute Notice**"). Each Dispute Notice must describe the nature of the claim and relief requested. Each Dispute Notice must be written and, except for collections letters from Lender, must give at least 30 days to solve the dispute.

b. Claimant must mail Dispute Notices to the Notice Address for Lender and the Borrower Address for Borrower. Dispute Notices to Lender must include the Loan Number and Borrower's mailing address and phone number.

c. If Defending Party asks for more information about the dispute, Claimant must give it.

d. If applicable, Lender also must comply with its obligations under Chapter 604A with respect to offering Borrower a Repayment Plan.

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

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

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

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

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

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

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

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

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, " <i>Dispute</i> " has a broad meaning. " <i>Dispute</i> " includes all claims and disagreements related to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes extensions, renewals, refinancings, and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims and disagreements that usually would be resolved in court. " <i>Dispute</i> " also includes claims and disagreements I have with Related Parties.
Who is a "Related Party"	Usually a person or company related to Lender	" <i>Related Parties</i> " are Lender's affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. " <i>Related Parties</i> " also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender (like a repossession company).

What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (“ <i>TPA</i> ”) solves Disputes in a hearing (“ <i>hearing</i> ”). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Is it confidential?	Yes, it can be	Lender or I can ask that arbitration be confidential. That means things people say, and documents and information disclosed as part of the arbitration, will be used only for the arbitration and will not be shared with anyone who is not part of the arbitration. That also means that people involved in the arbitration may be asked to sign a separate confidentiality agreement. Confidential information may be used to appeal or enforce an arbitration award.
Can I opt out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan Number and Loan Date and state that I “opt out” of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties' agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause)	This Clause covers Disputes involving Lender (or a Related Party) and me. But, “Disputes” does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court to decide, not the TPA. Also, this Clause does not cover any case I file to stop Lender from taking or selling the Vehicle.
Who handles the arbitration?	A Third Party Arbitrator	Arbitrations must be conducted under this Clause. The TPA will be one of the following: <ul style="list-style-type: none"> • An individual, independent TPA the parties choose together; • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or • Any other arbitration company the parties choose together. No arbitration may be held without Lender’s consent by an arbitration company or TPA that would allow class arbitration under this Clause. Unless Lender and you agree otherwise, the TPA must be a lawyer with 10+ years of experience or a retired judge.
What rules apply to the arbitration?	Usually, the arbitration company rules	If the parties use an arbitration company such as JAMS, that company’s consumer arbitration rules will apply. If the parties chose an individual TPA, then such TPA will follow the JAMS consumer arbitration rules, unless the parties mutually agree to an alternative. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
Can Disputes be brought in court?	Sometimes	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
Am I giving up any rights?	Yes	For Disputes subject to this Clause, I give up my right to: <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Dispute I have with a dispute by other consumers.

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER:

JOHN [REDACTED]
Docu [REDACTED]
[REDACTED]
D7DA0B0BC8AD494...
Borrower Signature

3/6/2020

Date

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

LENDER:

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

CO-BORROWER:

N/A

DocuSigned by:
By: Arthur Miles
09F1D42D63FA437...
Duly Authorized

Co-Borrower Signature

Date

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, CORTLAND CAPITAL MARKET SERVICES LLC AND WELLS FARGO BANK, NATIONAL ASSOCIATION, EACH AS COLLATERAL AGENT.

JOHN [REDACTED] (*****5192)

Loan Detail

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

Loan ID:	10769-8120-50070787	Balance:	\$0.00	Pmt Account:	N/A
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Refinance	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A	Originated:	02/28/2020
		Earned Fees:	N/A	Due Date:	04/28/2020
Store:	10769 TITLEMAX OF LAS VEGAS, NV #8			Late:	Not Late
Assigned Collector:	N/A			Last Full Payment:	03/06/2020
				Recent:	200 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
02/28/2020	New Loan	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
02/28/2020	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
02/28/2020	Disburse to DMV	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$5,000.00
02/28/2020	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$5,021.00
03/06/2020	Interest - Interest	\$0.00	\$93.61	\$0.00	\$0.00	\$93.61	\$5,114.61
03/06/2020	Payment	(\$2,006.39)	(\$93.61)	\$0.00	\$0.00	\$2,100.00	\$3,014.61
	Tender: Bank Card - 000364					\$2,100.00	
	Interest - Interest	\$0.00	(\$93.61)				
	Origination Fee - Lien Fee	(\$21.00)	\$0.00				
	New Loan	(\$1,985.39)	\$0.00				
03/06/2020	Payment	(\$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				

JOHN [REDACTED] (*****5192)

Loan Detail

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

Loan ID:	10769-8182-50314855	Balance:	\$0.00	Pmt Account:	UNIVERSE SILVER - 18653
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Paid Off	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A		
		Earned Fees:	N/A		
Store:	10769 TITLEMAX OF LAS VEGAS, NV #8	Originated:	03/06/2020		
		Due Date:	08/03/2020		
Parent Loan ID:	10769-8120-50070787	Late:	Not Late		
Assigned Collector:	N/A	Last Full Payment:	06/17/2020		
		Recent:	97 Days		

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	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	Payment	(\$317.62)	(\$232.38)	\$0.00	\$0.00	\$550.00	\$2,496.99
	Tender: Card (Auto) - 1313					\$550.00	
	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	Payment	(\$397.05)	(\$152.95)	\$0.00	\$0.00	\$550.00	\$2,099.94
	Tender: Card (Auto) - 1313					\$550.00	
	Interest - Interest	\$0.00	(\$152.95)				

	New Loan	(\$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	Payment	(\$339.09)	(\$201.34)	\$0.00	\$0.00	\$540.43	\$1,760.85
	Tender: Card (Auto) - 1313					\$540.43	
	Interest - Interest	\$0.00	(\$201.34)				
	New Loan	(\$339.09)	\$0.00				
06/17/2020	Interest - Interest	\$0.00	\$60.97	\$0.00	\$0.00	\$60.97	\$1,821.82
06/17/2020	Pay Off	(\$1,760.85)	(\$60.97)	\$0.00	\$0.00	\$1,821.82	\$0.00
	Tender: Card (Auto) - 1313					\$1,821.82	
	Interest - Interest	\$0.00	(\$60.97)				
	New Loan	(\$1,760.85)	\$0.00				

12

12

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Regina [redacted]	Date of Loan:	6-4-18
Co-Borrower Name:		Loan Number:	2826-28757927

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ <u>594.80</u> x 26 = \$ <u>15464.80</u> / 12 =	\$ <u>1288.73</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

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

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 [redacted] allowed by Nevada Revised Statute 604A and NAC 604A.

(Borrower Signature) [Signature] (Date) 6/4/18



Bringing Quality Healthcare to Nevada's Communities

May 17, 2018

Regina [REDACTED]

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 I-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: ewarren@nvhealthcenters.org 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

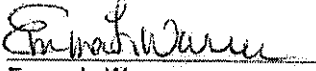
000321



Bringing Quality Healthcare to Nevada's Communities

We look forward to you joining the NVHC team!

Signatures:


Emma L. Warren
HR Business Partner

Regina Owens

Date

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



NEVADA
HEALTH CENTERS

QUESTIONS? E-MAIL HR@NVHEALTHCENTERS.ORG

PAYROLL SCHEDULE • 2018

PAYROLL #	PAY PERIOD START	PAY PERIOD END	TIMECARDS DUE	PAY DAY
1	12/24/17	1/6/18	1/8/18	1/11/18
2	1/7/18	1/20/18	1/22/18	1/25/18
3	1/21/18	2/3/18	2/5/18	2/8/18
4	2/4/18	2/17/18	2/20/18	2/22/18
5	2/18/18	3/3/18	3/5/18	3/8/18
6	3/4/18	3/17/18	3/19/18	3/22/18
7	3/18/18	3/31/18	4/2/18	4/5/18
8	4/1/18	4/14/18	4/16/18	4/19/18
9	4/15/18	4/28/18	4/30/18	5/3/18
10	4/29/18	5/12/18	5/14/18	5/17/18
11	5/13/18	5/26/18	5/29/18	5/31/18
12	5/27/18	6/9/18	6/11/18	6/14/18
13	6/10/18	6/23/18	6/25/18	6/28/18
14	6/24/18	7/7/18	7/9/18	7/12/18
15	7/8/18	7/21/18	7/23/18	7/26/18
16	7/22/18	8/4/18	8/6/18	8/9/18
17	8/5/18	8/18/18	8/20/18	8/23/18
18	8/19/18	9/1/18	9/4/18	9/6/18
19	9/2/18	9/15/18	9/17/18	9/20/18
20	9/16/18	9/29/18	10/1/18	10/4/18
21	9/30/18	10/13/18	10/15/18	10/18/18
22	10/14/18	10/27/18	10/29/18	11/1/18
23	10/28/18	11/10/18	11/12/18	11/15/18
24	11/11/18	11/24/18	11/26/18	11/29/18
25	11/25/18	12/8/18	12/10/18	12/13/18
26	12/9/18	12/22/18	12/24/18	12/27/18

Income Attestation Statement

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

[REDACTED]
Signature

6/4/18
Date

000325

Contact Information

6/4/2018

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

Telephone: 404-542-6618
Fax:

Notes

Vehicle Info For 2011 Toyota Camry SE 4D Sedan

MSRP: \$23,590
Fin Adv: \$8,125
Equip Ret: \$25,394
Tire Size: 215/55R17
Base HP: 179 @ 6000
Taxable HP: 20.1
Model Number: 2546
Price Includes: AT AC

VIN: [REDACTED] 7B326
UVC: 2011900040
MPG: 22/32
Weight: 3351
Fuel Type: Gas
Wheelbase: 109.3
End of Term Months: 0

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

Wholesale Black Book values as of 6/4/2018

	X-CL	Clean	Average	Rough
Base	\$8,650	\$7,750	\$6,550	\$5,000
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$8,650	\$7,750	\$6,550	\$5,000

Trade In Black Book values as of 6/4/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$7,870	\$6,670	\$4,750
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$7,870	\$6,670	\$4,750

Retail Black Book values as of 6/4/2018

	X-CL	Clean	Average	Rough
Base	\$12,200	\$11,100	\$9,525	\$7,725
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$12,200	\$11,100	\$9,525	\$7,725

Black Book Add/Deducts

Leather +400

Navigation System +200

Power Sunroof +350

w/o Auto Trans -750

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 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 [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2011	Motor Vehicle Make: Toyota	Motor Vehicle Model: Camry	Motor Vehicle ID #: [REDACTED] 7326

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 179.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,357.43	Amount Financed The amount of credit provided to me or on my behalf. \$2,021.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$3,378.43
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due (each a "Payment Due Date")
1	\$482.64	07/04/2018
1	\$482.64	08/03/2018
1	\$482.64	09/02/2018
1	\$482.64	10/02/2018
1	\$482.64	11/01/2018
1	\$482.64	12/01/2018
1	\$482.59	12/31/2018

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: Plus: Amount paid on my account(s) with Lender	<div>\$2,000.00 \$0.00 PAID</div>
--	--

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.

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.

PAID

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

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

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

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

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

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

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

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

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

PAID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BORROWER: Regina [Redacted]

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

DocuSigned by: [Redacted]
4A503AE8F530465
6/4/2018
Borrower Signature Date

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

CO-BORROWER: N/A

DocuSigned by: *Lizbeth Sandoval-Diaz*
By: 438FE54376824AC
Duly Authorized

Co-Borrower Signature Date

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

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: Regina [REDACTED]	Date of Loan: 06/16/18
Co-Borrower Name:	Loan Number: 2934-29672262

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 =	\$ _____
Bi-Weekly: \$ <u>594.80</u> x 26 = \$ <u>15464.80</u> / 12 =	\$ <u>1288.73</u>
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 =	\$ _____
Monthly: \$ _____ =	\$ _____

VERIFICATION

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

Borrower Attestation

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

(Borrower Signature) [REDACTED] (Date) 6/16/18

Income Attestation Statement

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

[Signature]
Signature

6/16/18
Date

Income and Expense Worksheet				
Applicant Name:		REGINA [REDACTED]		
Co-Applicant Name:				
Total Loan Amount		\$2,021.00		
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>				
Payment		\$503.28		
<small>*Verify this is equal to or greater than the contractual payment amount</small>				
Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$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				
	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 (Discretionary income in ACV)				\$759.73
Monthly Loan Payment must be at least \$1 less than this amount				
Payment (from Total loan amount)				\$503.28

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 at

Applicant Signature

Co-Applicant Signature

Date: 6/16/18

Date:

000337

000337

Contact Information

6/16/2018

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

Telephone: 404-542-6618
Fax:

Notes

Vehicle Info For 2011 Toyota Camry SE 4D Sedan

MSRP: \$23,590	VIN: [REDACTED] 7326	Adj. State: National
Fin Adv: \$8,025	UVC: 2011900040	Mileage: 0
Equip Ret: \$25,394	MPG: 22/32	Mileage Cat: C
Tire Size: 215/55R17	Weight: 3351	Cylinders: 4
Base HP: 179 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 20.1	Wheelbase: 109.3	Drive Train: FWD
Model Number: 2546	End of Term 0	End of Term 0
Price Includes: AT AC	Months: 0	Mileage: 0

Wholesale Black Book values as of 6/15/2018

	X-CL	Clean	Average	Rough
Base	\$8,550	\$7,650	\$6,450	\$4,900
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$8,550	\$7,650	\$6,450	\$4,900

Trade In Black Book values as of 6/15/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$7,770	\$6,570	\$4,655
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$7,770	\$6,570	\$4,655

Retail Black Book values as of 6/15/2018

	X-CL	Clean	Average	Rough
Base	\$12,100	\$11,000	\$9,400	\$7,600
Options	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Region	\$0	\$0	\$0	\$0
Adjusted	\$12,100	\$11,000	\$9,400	\$7,600

Black Book Add/Deducts

Leather +400
Navigation System +200
Power Sunroof +350
w/o Auto Trans -750

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: 06/16/2018 Loan Number: 10769-2934-29072262 Lender Customer Service: 1-800-804-5368	
Borrower: Regina [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2011	Motor Vehicle Make: Toyota	Motor Vehicle Model: Camry	Motor Vehicle ID #: [REDACTED] 7326

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 179.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,034.70	Amount Financed The amount of credit provided to me or on my behalf. \$1,540.52	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$2,575.22
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,540.52

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: Regina [REDACTED]

DocuSigned by:
[Signature]
4A503AE8F530465...

Borrower Signature

6/16/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
[Signature]
By: [Signature]
FF80EA146C6F4A9...
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.

REGINA [REDACTED] (*****3941)

Loan Detail

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

Loan ID:	10769-2826-28757927	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:	06/04/2018
Sub-Status:	None	Earned Fees:	N/A	Due Date:	08/03/2018
	10769			Late:	Not Late
Store:	TITLEMAX OF LAS VEGAS, NV #8			Last Full Payment:	06/16/2018
Assigned Collector:	N/A			Recent:	829 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	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
06/04/2018	Disburse 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 - 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: Bank Card - 672915					\$600.00	
	Interest - Interest	\$0.00	(\$119.52)				
	Origination Fee - Lien Fee	(\$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 [REDACTED] (*****3941)

Loan Detail

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

Loan ID:	10769-2934-29072262	Balance:	\$0.00	Pmt Account:	N/A
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Paid Off	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A	Originated:	06/16/2018
		Earned Fees:	N/A	Due Date:	08/15/2018
Store:	10769 TITLEMAX OF LAS VEGAS, NV #8			Late:	Not Late
Parent Loan ID:	10769-2826-28757927			Last Full Payment:	07/11/2018
Assigned Collector:	N/A			Recent:	804 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
06/16/2018	New Loan	\$1,540.52	\$0.00	\$0.00	\$0.00	\$1,540.52	\$1,540.52
06/16/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$1,540.52	\$1,540.52
07/11/2018	Interest - Interest	\$0.00	\$189.80	\$0.00	\$0.00	\$189.80	\$1,730.32
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 - Interest	\$0.00	(\$189.80)				
	New Loan	(\$1,540.52)	\$0.00				

13

13

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: Douglas [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2006	Motor Vehicle Make: Chevrolet	Motor Vehicle Model: Colorado	Motor Vehicle ID #: [REDACTED] 0231

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: Douglas [REDACTED]

DocuSigned by:
Douglas [REDACTED]
9D28086F9FBD434...

Borrower Signature

2/27/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Sonia Hernandez
By: [REDACTED]
7AF2A7C458E481...
Duly Authorized

Co-Borrower Signature

Date

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

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Douglas	Date of Loan:	2.27.18
Co-Borrower Name:		Loan Number:	10819-1353-18929341

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

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

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


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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>5000</u> = _____	\$ <u>5000</u>

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

Borrower Attestation

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


(Borrower Signature)

2.28.18
(Date)

Income and Expense Worksheet

Applicant Name:	DOUGLAS [REDACTED]
Co-Applicant Name:	.
Requested Loan Amount	\$921.00
Payment (For Requested Amount)	\$244.57

Income

	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1	SELF EMPLOYED	\$5,000.00	Monthly	\$5,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
6		\$0.00		\$0.00
Gross Monthly Income TOTAL:				\$5,000.00

Expenses

	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$750.00	\$750.00
2	Utilities	\$150.00	\$150.00
3	Insurance	\$87.00	\$87.00
4	Other Expenses (loans, food, etc.)	\$150.00	\$150.00
5	Additional Title loans	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,137.00

Net Monthly Income

\$3,863.00

You, state(s) as follows:

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

Applicant Signature

Date: 1.27.18

Co-Applicant Signature

Date:

Income Attestation Statement

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

 [REDACTED]
Signature

2.11.18
Date

Contact Information

10/2/2018

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

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

Notes

Vehicle Info For 2006 Chevrolet Colorado LS Reg Cab Z85

MSRP: \$14,930
Fin Adv: \$2,175
Equip Ret: \$18,290
Tire Size: 205/75R15
Base HP: 175 @ 5600
Taxable HP: 21.4
Model Number: CS15403
Price Includes: AT AC SCY

VIN: [REDACTED] 0231
UVC: 2006160891
MPG: 20/27
Weight: 4850
Fuel Type: Gas
Wheelbase: 111.3
End of Term Months: 0

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

Wholesale Black Book values as of 10/2/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$2,300	\$575	\$350
Options	N/A	(\$100)	(\$100)	(\$100)
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,200	\$475	\$250

History Adjustments

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

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

Trade In Black Book values as of 10/2/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$2,400	\$675	\$350
Options	N/A	(\$100)	(\$100)	(\$100)
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,300	\$575	\$250

History Adjustments

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

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

Retail Black Book values as of 10/2/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$5,325	\$2,900	\$2,450
Options	N/A	(\$100)	(\$100)	(\$100)
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$5,225	\$2,800	\$2,350

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

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

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: Douglas [REDACTED] [REDACTED] [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2006	Motor Vehicle Make: Chevrolet	Motor Vehicle Model: Colorado	Motor Vehicle ID #: [REDACTED] 0231

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 167.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$502.69	Amount Financed The amount of credit provided to me or on my behalf. \$486.40	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$789.09
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$486.40

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: Douglas [REDACTED]

DocuSigned by:
[Signature]
9D26088F9FBD434...

Borrower Signature

10/1/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
Eric Grigsby
By: [Signature]
D1FC03242A554AD...
Duly Authorized

Co-Borrower Signature

Date

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

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Douglas	Date of Loan:	10/1/18
Co-Borrower Name:		Loan Number:	10869-1950-31810163

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

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

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


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

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

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

Borrower Attestation

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


(Borrower Signature)

10-1-18
(Date)

Income Attestation Statement

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

[REDACTED]
Signature

10-1-18
Date

Income and Expense Worksheet	
Applicant Name: Doug	
Co-Applicant Name:	
Total Loan Amount	\$487.00
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	
Payment	\$130.73
<small>*Verify this is equal to or greater than the contractual payment amount</small>	

Income				
	<i>Income Type/Source</i>	<i>Amount</i>	<i>Pay Frequency</i>	<i>Sub-Monthly Total:</i>
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		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$5,000.00


Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$750.00	\$750.00
2	Utilities	\$150.00	\$150.00
3	Insurance	\$87.00	\$87.00
4	Other Expenses (loans, food, etc.)	\$150.00	\$150.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,137.00

Net Monthly Income (Discretionary income in ACV)	\$3,863.00
Monthly Loan Payment must be at least \$1 less than this amount	
Payment (from Total loan amount)	\$130.73

You, state(s) as follows:

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

2. You have the ability to repay the loan.



Applicant Signature

Date: 10.1.18

Co-Applicant Signature

Date:

Employee use only	
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"	
2. Pleae verify that the contractual payment is equal to or less than the amount entered into "payment" amount	
Employee Signature	Date:

Loans

Douglas [REDACTED] (*****9989)

Loan Detail

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

Loan ID:	10869-1353-18929341	Balance:	\$0.00	Pmt Account:	N/A
Model:	NV 210-P	Principal:	\$0.00	# of Pmts:	7
Status:	Refinance	Fees:	\$0.00	LF Orig Store:	
Sub-Status:	None	Earned Principal:	N/A	Originated:	02/27/2018
		Earned Fees:	N/A	Due Date:	08/26/2018
Store:	10869 TITELMAX OF LAS VEGAS, NV #9			Late:	43 Days Late
Assigned Collector:	N/A			Last Full Payment:	10/01/2018
				Recent:	722 Days

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

Transaction History

[\[Transaction Detail \]](#)

Fees

Date	Type	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	(Susp
02/27/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00	\$900.00	Lien Fee - NV	(Susp
								\$21.00	
02/27/2018	Disburse to Other	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$900.00		
02/27/2018	Origination Fee - Lien Fee	\$21.00	\$0.00	\$0.00	\$0.00	\$21.00	\$921.00		
04/13/2018	Interest - Interest	\$0.00	\$190.62	\$0.00	\$0.00	\$190.62	\$1,111.62		
04/13/2018	Payment	(\$22.83)	(\$190.62)	\$0.00	\$0.00	\$213.45	\$898.17		
	Tender: Bank Card - 000007					\$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		
	Tender: Bank Card - 000021					\$213.45			

	Interest - Interest	\$0.00	(\$156.98)				
	New Loan	(\$56.47)	\$0.00				
06/13/2018	Interest - Interest	\$0.00	\$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 - 000028					\$213.45	
	Interest - Interest	\$0.00	(\$89.04)				
	New Loan	(\$124.41)	\$0.00				
07/13/2018	Interest - Interest	\$0.00	\$98.97	\$0.00	\$0.00	\$98.97	\$816.26
07/13/2018	Payment	(\$114.48)	(\$98.97)	\$0.00	\$0.00	\$213.45	\$602.81
	Tender: Bank Card - 274249927					\$213.45	
	Interest - Interest	\$0.00	(\$98.97)				
	New Loan	(\$114.48)	\$0.00				
08/17/2018	Interest - Interest	\$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
	Tender: Bank Card - 286475599					\$213.45	
	Interest - Interest	\$0.00	(\$97.04)				
	New Loan	(\$116.41)	\$0.00				
09/26/2018	Interest - Interest	\$0.00	\$87.25	\$0.00	\$0.00	\$87.25	\$573.65
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
	New Loan	(\$486.40)	\$0.00				
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

Property

[Add Property]

Type	Year	Make	Model	VIN/Serial	Max Loan	Status
MP	2006	Chevrolet	Colorado	<div></div> 0231	\$1,900.00	Active

Customer Information



ERROR!

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

Name:	Douglas [REDACTED]	Phone:	[REDACTED] 
Birthdate:	[REDACTED]	NIN-Last4:	9989
Address:	[REDACTED]		
Max TTL Amount:	No Limit	Status:	Good
Created at Store:	10169 TITLEMAX OF LAS VEGAS, NV #2	Last Visited Store:	
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 [REDACTED] (*****9989)

Loan Detail

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

Loan ID: [10869-1956-31866163](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 10/01/2018
 Earned Fees: N/A **Due Date:** 01/29/2019
Store: 10869 **Late:** Not Late
 TITLEMAX OF **Last Full Payment:** 12/10/2018
 LAS VEGAS, NV #9
Parent Loan ID: [10869-1353-18929341](#) **Recent:** 652 Days
Assigned Collector: N/A

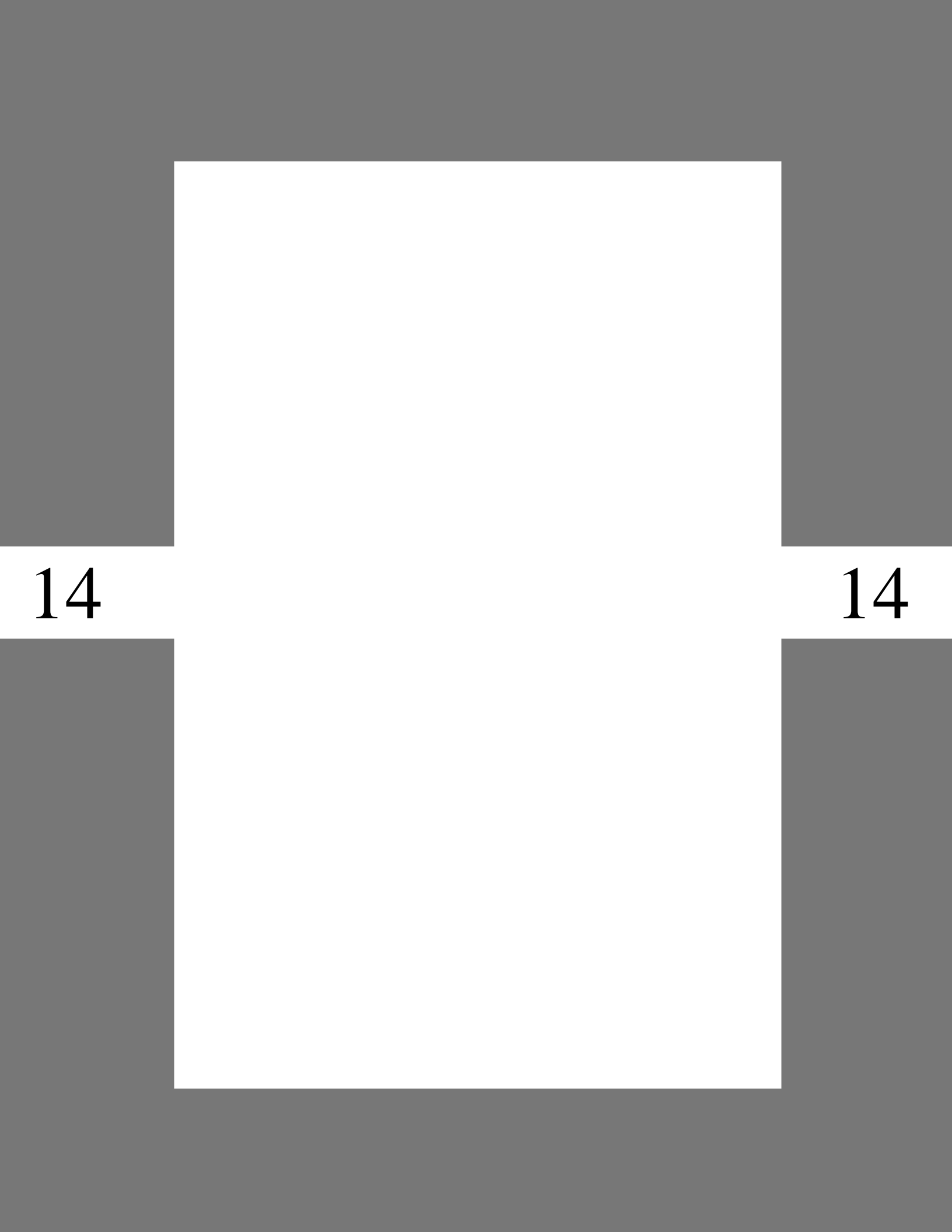
[History](#) | [Contracts & Receipts](#) | [Notes](#) | [Letters & Documents](#)

Transaction History

[\[Transaction Detail \]](#)

Date	Type	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	Pay Off	(\$486.40)	(\$138.70)	\$0.00	\$0.00	\$625.10	\$0.00
	Tender: Bank Card - 472691					\$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

000373



14

14

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Francisco [REDACTED]	Date of Loan:	12069-1661-28684587
Co-Borrower Name:		Loan Number:	6/1/18

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

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ 754.84 x 52 = \$ / 12 =	\$ 309.36
Bi-Weekly: \$ x 26 = \$ / 12 =	\$
Semi-Monthly: \$ x 24 = \$ / 12 =	\$
Monthly: \$ =	\$

VERIFICATION

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

Income and Expense Worksheet	
Applicant Name:	Fransico
Co-Applicant Name:	
Total Loan Amount <small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	\$1,500.00
Payment <small>*Verify this is equal to or greater than the contractual payment amount</small>	\$374.31

Income				
	<i>Income Type/Source</i>	<i>Amount</i>	<i>Pay Frequency</i>	<i>Sub-Monthly Total:</i>
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
		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
			Gross Monthly Expense TOTAL:	\$1,210.00

Net Monthly Income (Discretionary income in ACV) Monthly Loan Payment must be at least \$1 less than this amount	\$1,809.36
--	-------------------

Payment (from Total loan amount)	\$374.31
---	-----------------

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

Fransico
Applicant Signature

Date: 06/01/18

Co-Applicant Signature

Date: _____

000375

000375

2039	FRANCISCO										5/11/2018	For period: 4/30/2018 - 5/6/2018	Check: V2684
Type	Hours	Pay	YTD Hrs	YTD Pay	Period	Y.T.D	Regular	38Hrs @	17.00	=	646.00		
Regular	40.00	754.84	690.50	27,594.38	49.96	1,732.17	Regular	2Hrs @	54.42	=	108.84		
Overtime	2.00	51.00	12.50	343.84	11.68	405.10	Overtime	2Hrs @	25.50	=	51.00		
Total Pay	42.00	805.84	703.00	27,938.22	17.60	2,467.60							
Tax+Deds		-79.24		-4,604.87	79.24	4,604.87							
Net Pay		726.60		23,333.35	CHECKING	726.60							
Deposit		726.60		23,333.35									
Check Amt		0.00		0.00									

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	VIN: [REDACTED] 9311	Adj. State: National
Fin Adv: \$3,050	UVC: 2005240647	Mileage: 0
Equip Ret: \$22,954	MPG: 16/22	Mileage Cat: F
Tire Size: 245/70R16	Weight: 6010	Cylinders: 6
Base HP: 210 @ 5200	Fuel Type: Gas	Transmission: A
Taxable HP: 32.2	Wheelbase: 131.3	Drive Train: RWD
Model Number: ND1L33	End of Term 0	End of Term 0
	Months:	Mileage:
Price Includes: AT AC 6CY		

Wholesale Black Book values as of 6/1/2018				
	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

000377

000377

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. d/b/a TITLMAX 4077 W. CHARLESTON BLVD. LAS VEGAS, NV 89102		Loan Date: 06/01/2018 Loan Number: 12069-1661-28654587 Lender Customer Service: 1-800-804-5368	
Borrower: FRANSICO [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2005	Motor Vehicle Make: Dodge	Motor Vehicle Model: Dakota	Motor Vehicle ID #: [REDACTED] 9311

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 191.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$1,082.39	Amount Financed The amount of credit provided to me or on my behalf. \$1,500.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$2,582.39
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,500.00

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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: FRANCISCO

DocuSigned by:

7/10

Borrower Signature

6/1/2018

Date _____

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

LENDER:

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

CO-BORROWER: N/A

— DocuSigned by:

By: Mabelle Guerra
D0524F3E7E05458...
Duly Authorized

By:

D0524F3E7E05458...
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.

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	VIN: [REDACTED] 9311	Adj. State: National
Fin Adv: \$2,650	UVC: 2005240647	Mileage: 0
Equip Ret: \$22,954	MPG: 16/22	Mileage Cat: F
Tire Size: 245/70R16	Weight: 6010	Cylinders: 6
Base HP: 210 @ 5200	Fuel Type: Gas	Transmission: A
Taxable HP: 32.2	Wheelbase: 131.3	Drive Train: RWD
Model Number: ND1L33	End of Term 0	End of Term 0
	Months:	Mileage:
Price Includes: AT AC 6CY		

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
Base	N/A	\$2,770	\$1,170	\$450
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,770	\$1,170	\$450

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

Black Book Add/Deducts

4.7L V8 +100
Power Windows +325
w/o Auto Trans -450
w/o Factory Air -200

Borrower Name:	Francisco [redacted]	Date of Loan:	11/02/18
Co-Borrower Name:		Loan Number:	12009-2146-32755432

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>3019.36</u> = _____	\$ <u>3019.36</u>

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

Borrower Attestation

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

Francisco [redacted] 11-2-18
(Borrower Signature) (Date)

Income and Expense Worksheet

Applicant Name:		Fransico	
Co-Applicant Name:			
Total Loan Amount		\$1,138.00	
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>			
Payment		\$293.05	
<small>*Verify this is equal to or greater than the contractual payment amount</small>			

Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$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
		Gross Monthly Income TOTAL:		\$3,019.36

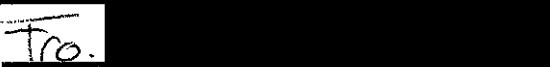
Expenses			
	Expense Description	Amount	Sub-Monthly Total:
1	Rent/Mortgage	\$900.00	\$900.00
2	Utilities	\$150.00	\$150.00
3	Insurance	\$80.00	\$80.00
4	Other Expenses (loans, food, etc.)	\$80.00	\$80.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00	\$0.00
Gross Monthly Expense TOTAL:			\$1,210.00

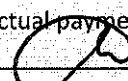
Net Monthly Income <small>(Discretionary income in ACV)</small>	\$1,809.36
Monthly Loan Payment must be at least \$1 less than this amount	
Payment <small>(from Total loan amount)</small>	\$293.05

You, state(s) as follows:

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

2. You have the ability to repay the loan.

 Applicant Signature	Date: 11-2-18
 Co-Applicant Signature	Date:

Employee use only	
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"	
2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount	
Employee Signature 	Date: 11/2/18

Income Attestation Statement

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

Fre. [REDACTED]
Signature

11/02/18
Date

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 4077 W. CHARLESTON BLVD. LAS VEGAS, NV 89102		Loan Date: 11/02/2018 Loan Number: 12069-2146-32755432 Lender Customer Service: 1-800-804-5368	
Borrower: FRANSICO [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2005	Motor Vehicle Make: Dodge	Motor Vehicle Model: Dakota	Motor Vehicle ID #: [REDACTED] 9311

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate. 191.88%	The dollar amount the credit will cost me. \$820.99	The amount of credit provided to me or on my behalf. \$1,137.74	The amount I will have paid after I have made all payments as scheduled. \$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:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$1,137.74

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$1,137.74

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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: FRANSICO [REDACTED]

DocuSigned by:
[Signature]
0E250220E6A6474...

Borrower Signature

11/2/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:
[Signature]
By: [Signature]
D0524F3E7E05458...
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.

FRANSICO [REDACTED] (*****2039)

Loan Detail

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

Loan ID:	12069-1661-28654587	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:	06/01/2018
Sub-Status:	None	Earned Fees:	N/A	Due Date:	12/28/2018
	12069			Late:	Not Late
Store:	TITLEMAX OF LAS VEGAS, NV #19			Last Full Payment:	11/02/2018
Assigned Collector:	N/A			Recent:	690 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
06/01/2018	New Loan	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
06/01/2018	Disburse to Customer (V: 06/01/2018)	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
06/01/2018	Disburse to Customer	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$1,500.00
07/23/2018	Interest - Interest	\$0.00	\$410.04	\$0.00	\$0.00	\$410.04	\$1,910.04
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)				
08/17/2018	Interest - Interest	\$0.00	\$197.14	\$0.00	\$0.00	\$197.14	\$1,707.18
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		\$0.00	\$251.17	\$0.00	\$0.00	\$251.17	\$1,578.35

Interest -
Interest

09/22/2018	Payment	(\$128.83)	(\$251.17)	\$0.00	\$0.00	\$380.00	\$1,198.35
	Tender: Cash					\$380.00	
	Interest - Interest	\$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
11/02/2018	Payment	(\$60.61)	(\$239.39)	\$0.00	\$0.00	\$300.00	\$1,137.74
	Tender: Cash					\$300.00	
	Interest - Interest	\$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

000399

000399

FRANSICO (*****2039)

Loan Detail

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

Loan ID: [12069-2146-32755432](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 11/02/2018
 Earned Fees: N/A **Due Date:** 05/31/2019
Store: 12069
 TITLEMAX OF
 LAS VEGAS,
 NV #19 **Late:** Not Late
 Last Full Payment: 05/31/2019
Parent Loan ID: [12069-1661-28654587](#) **Recent:** 480 Days
Assigned Collector: N/A

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

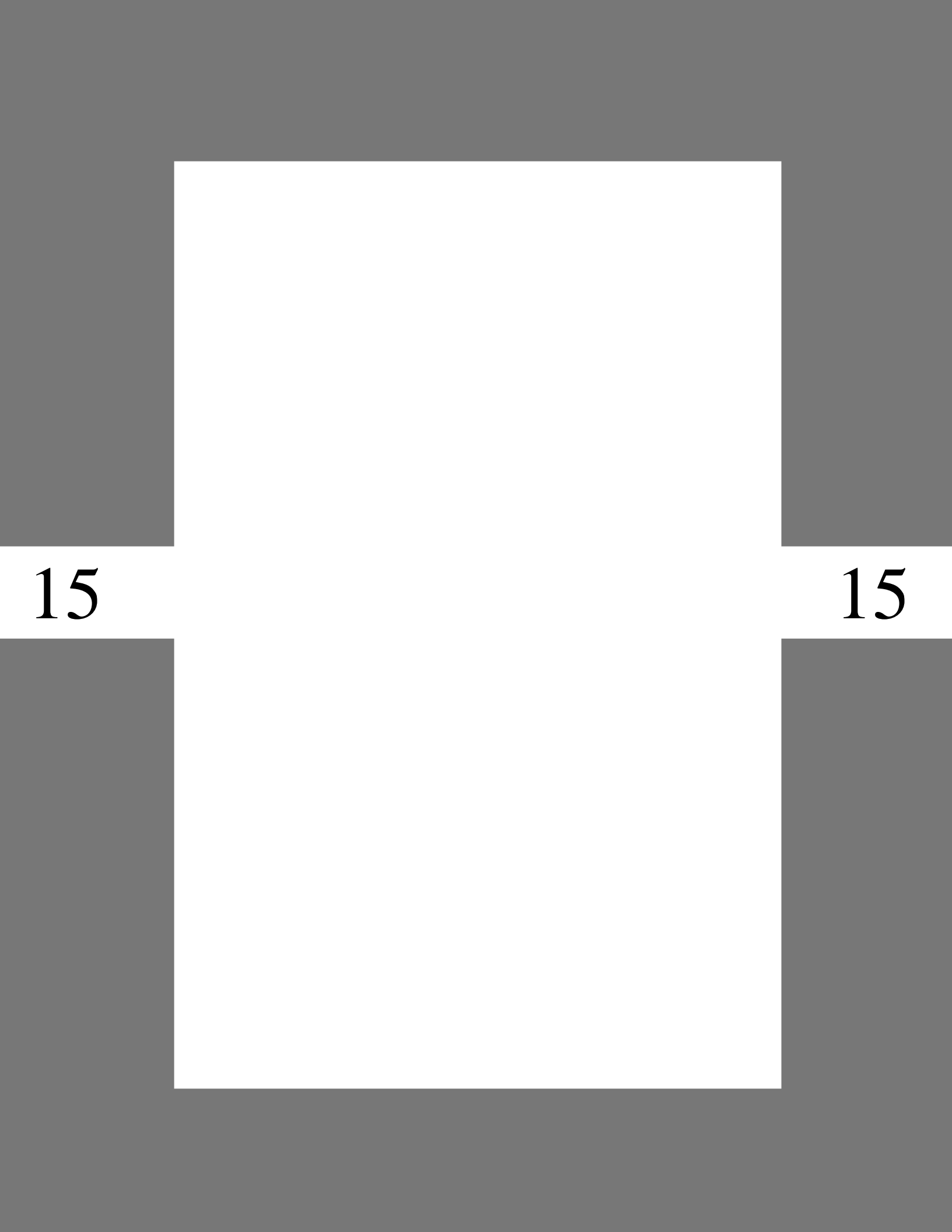
Transaction History

[\[Transaction Detail \]](#)

Date	Type	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
11/02/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$1,137.74	\$1,137.74
12/15/2018	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: Cash					\$300.00	
	Interest - Interest	\$0.00	(\$257.19)				
	New Loan	(\$22.81)	\$0.00				
01/12/2019	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: Cash					\$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: Cash					\$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: Cash					\$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: Bank Card - 370015499					\$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: Bank Card - 382721028					\$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: Bank Card - 029599					\$387.34	

Interest - Interest	\$0.00	(\$38.51)
New Loan	(\$348.83)	\$0.00



15

15

Contact Information

10/24/2018

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2000 Honda Accord LX 4D Sedan

MSRP: \$19,340 VIN: [REDACTED] 4850 Adj. State: National
Fin Adv: \$1,925 UVC: 2000360015 Mileage: 0
Equip Ret: \$19,755 MPG: 23/30 Mileage Cat: C
Tire Size: 195/65R15 Weight: 2974 Cylinders: 4
Base HP: 150 @ 5700 Fuel Type: Gas Transmission: A
Taxable HP: 18.3 Wheelbase: 106.9 Drive Train: FWD
Model Number: CG564Y End of Term 0 End of Term 0
Price Includes: AT AC Months: Mileage:

Wholesale Black Book values as of 10/24/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$1,975	\$1,000	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,975	\$1,000	\$350

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

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

Trade In Black Book values as of 10/24/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$2,030	\$1,055	\$350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,030	\$1,055	\$350

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

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

Retail Black Book values as of 10/24/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,800	\$3,350	\$2,350
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,800	\$3,350	\$2,350

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

w/o Auto Trans -250

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 3391 E. TROPICANA AVENUE STE 1 LAS VEGAS, NV 89121		Loan Date: 10/19/2018 Loan Number: 10569-2576-32368523 Lender Customer Service: 1-800-804-5368	
Borrower: bryan [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2000	Motor Vehicle Make: Honda	Motor Vehicle Model: Accord	Motor Vehicle ID #: [REDACTED] 4850

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 215.87%	FINANCE CHARGE The dollar amount the credit will cost me. \$176.96	Amount Financed The amount of credit provided to me or on my behalf. \$215.00	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$391.96
---	---	--	--

Payment Schedule: My payment schedule will be:

Number of Payments	Amount of Payments	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

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$21.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

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

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

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

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

BORROWER: bryan [REDACTED]

DocuSigned by:



52C4D9E220FD44C...

Borrower Signature

10/19/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

By: 
86822DA58185415...
Duly Authorized

Co-Borrower Signature

Date

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

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name: Bryan	Date of Loan: 10-19-18
Co-Borrower Name: N/A	Loan Number: 10569257632368523

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

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

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ <u>900</u> x 52 = \$ <u>46,800</u> / 12 = <u>3900</u>	\$ <u>3900</u>
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ _____ = _____	\$ _____

VERIFICATION

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

Borrower Attestation

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

Bryan
(Borrower Signature)

10/19/18
(Date)

Contact Information

12/29/2018

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

Telephone: 912-525-2675
Fax:

Notes

Vehicle Info For 2000 Honda Accord LX 4D Sedan

MSRP: \$19,340
Fin Adv: \$1,925
Equip Ret: \$19,755
Tire Size: 195/65R15
Base HP: 150 @ 5700
Taxable HP: 18.3
Model Number: CG564Y
Price Includes: AT AC

VIN: [REDACTED] 4850
UVC: 2000360015
MPG: 23/30
Weight: 2974
Fuel Type: Gas
Wheelbase: 106.9
End of Term Months: 0

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

Wholesale Black Book values as of 12/28/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$1,950	\$975	\$400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$1,950	\$975	\$400

Trade In Black Book values as of 12/28/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$2,005	\$1,030	\$400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$2,005	\$1,030	\$400

Retail Black Book values as of 12/28/2018

	X-CL	Clean	Average	Rough
Base	N/A	\$4,775	\$3,300	\$2,425
Options	N/A	\$0	\$0	\$0
Mileage	N/A	\$0	\$0	\$0
Region	N/A	\$0	\$0	\$0
Adjusted	N/A	\$4,775	\$3,300	\$2,425

Black Book Add/Deducts

w/o Auto Trans -250

TITLE LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

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

Lender: TitleMax of Nevada, Inc. d/b/a TITLMAX 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 [REDACTED]		Co-Borrower: N/A	
Motor Vehicle Year: 2000	Motor Vehicle Make: Honda	Motor Vehicle Model: Accord	Motor Vehicle ID #: [REDACTED] 4850

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

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 215.88%	FINANCE CHARGE The dollar amount the credit will cost me. \$137.28	Amount Financed The amount of credit provided to me or on my behalf. \$166.78	Total of Payments The amount I will have paid after I have made all payments as scheduled. \$304.06
---	---	--	--

Payment Schedule: My payment schedule will be

Number of Payments	Amount of Payments	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:	\$0.00
Plus: Amount paid on my account(s) with Lender	\$166.78

<u>Plus:</u> Amount paid to public official for Lien Filing Fee	\$0.00
<u>Plus:</u> Amounts paid to other parties on my behalf	
Payment to: N/A	\$0.00
Payment to:	
<u>Equals:</u> Amount Financed/Principal Loan Amount	\$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 pay that amount directly to the Department of Motor Vehicles. Lender will not retain any portion of the Lien Filing Fee. I may make payments to Lender during Lender's normal business hours at the location at which I obtained this Loan. Lender accepts payments by cash, cashier's check, money order, debit card or other method specified by Lender from time to time. Lender does not accept personal checks or credit cards. Lender may agree to refinance this Loan in its sole discretion. As a condition to any refinance, I must pay to Lender the minimum refinance payment amount, satisfy Lender's other underwriting criteria for refinances, and enter into a new Title Loan Agreement, Promissory Note and Security Agreement with Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCESS

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

ARBITRATION FEES AND AWARDS

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

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

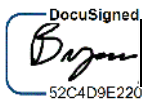
25. **Borrower's Ability to Repay the Loan:** By signing this Note, I confirm that I provided Lender with an affidavit stating that (a) I gave Lender true and correct information and documentation concerning my income, obligations, employment (if applicable) and ownership of the Vehicle, and (b) I have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

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

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

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

BORROWER: bryan [REDACTED]

DocuSigned by:

 52C4D9E220FD44C...

Borrower Signature

12/28/2018

Date

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

LENDER:

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

CO-BORROWER: N/A

DocuSigned by:

 By: 86822DA58185415...
 Duly Authorized

Co-Borrower Signature

Date

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

NEVADA INCOME DOCUMENTATION AND REQUIREMENTS CHECKLIST

Borrower Name:	Bryan [REDACTED]	Date of Loan:	12-28-18
Co-Borrower Name:	N/A	Loan Number:	105692930-34398755

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

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

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

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

GROSS INCOME CALCULATION	GROSS MONTHLY INCOME
Weekly: \$ _____ x 52 = \$ _____ / 12 = _____	\$ _____
Bi-Weekly: \$ _____ x 26 = \$ _____ / 12 = _____	\$ _____
Semi-Monthly: \$ _____ x 24 = \$ _____ / 12 = _____	\$ _____
Monthly: \$ <u>3000</u> = <u>3000</u>	\$ <u>3000</u>

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

Borrower Attestation

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

Bryan [REDACTED]
 (Borrower Signature)

12/25/18
 (Date)

Income and Expense Worksheet	
Applicant Name:	BRYAN [REDACTED]
Co-Applicant Name:	N/A
Total Loan Amount	\$166.78
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	
Payment	\$46.74
<small>*Verify this is equal to or greater than the contractual payment amount</small>	

Income				
	Income Type/Source	Amount	Pay Frequency	Sub-Monthly Total:
1		\$3,000.00	Monthly	\$3,000.00
2		\$0.00		\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$3,000.00

Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$500.00		\$500.00
2	Utilities	\$150.00		\$150.00
3	Insurance	\$20.00		\$20.00
4	Other Expenses (loans, food, etc.)	\$200.00		\$200.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
			Gross Monthly Expense TOTAL:	\$870.00

Net Monthly Income (Discretionary income in ACV)	\$2,130.00
Monthly Loan Payment must be at least \$1 less than this amount	
Payment (from Total loan amount)	\$46.74

You, state(s) as follows:

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

Applicant Signature	Date: 12/28/18
Co-Applicant Signature	Date:

Employee use only	
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"	
2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount	
Employee Signature	Date:

Income Attestation Statement

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

Bryan [REDACTED]
Signature

12/25/15
Date

Income and Expense Worksheet	
Applicant Name:	BRYAN
Co-Applicant Name:	
Total Loan Amount	\$215.00
<small>*Full loan amount including title fees, this should match the contractual loan amount.</small>	
Payment	\$59.39
<small>*Verify this is equal to or greater than the contractual payment amount</small>	

Income				
	<i>Income Type/Source</i>	<i>Amount</i>	<i>Pay Frequency</i>	<i>Sub-Monthly Total:</i>
1		\$900.00	Weekly	\$3,600.00
2				\$0.00
3		\$0.00		\$0.00
4		\$0.00		\$0.00
5		\$0.00		\$0.00
		Gross Monthly Income TOTAL:		\$3,600.00


Expenses				
	Expense Description	Amount		Sub-Monthly Total:
1	Rent/Mortgage	\$500.00		\$500.00
2	Utilities	\$150.00		\$150.00
3	Insurance	\$0.00		\$0.00
4	Other Expenses (loans, food, etc.)	\$200.00		\$200.00
5	Additional Title loans with TitleMax/TitleBucks	\$0.00		\$0.00
			Gross Monthly Expense TOTAL:	\$850.00

Net Monthly Income (Discretionary income in ACV)	\$2,750.00
Monthly Loan Payment must be at least \$1 less than this amount	
Payment (from Total loan 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.


Applicant Signature

Date: 10/19/18

Co-Applicant Signature

Date: _____

Employee use only	
1. Please verify that the contractual loan amount is equal to the amount entered into "Total loan Amount"	
2. Please verify that the contractual payment is equal to or less than the amount entered into "payment" amount	
Employee Signature	Date:

Income Attestation Statement

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

Bryan [REDACTED]
Signature [REDACTED]

10/19/15
Date

BRYAN [REDACTED] (*****6675)

Loan Detail

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

Loan ID: 10569-2576-32368523	Balance: \$0.00	Pmt Account: N/A
Model: NV 210-P	Principal: \$0.00	# of Pmts: 7
Status: Refinance	Fees: \$0.00	LF Orig Store:
Sub-Status: None	Earned Principal: N/A	Originated: 10/19/2018
	Earned Fees: N/A	Due Date: 02/16/2019
Store: 10569 TITLEMAX OF LAS VEGAS, NV #6		Late: Not Late
		Last Full Payment: 12/28/2018
Assigned Collector: N/A		Recent: 634 Days

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

Transaction History

[\[Transaction Detail \]](#)

Date	Type	Prin	Fee	Discount	Change	Total	Balance
10/19/2018	New Loan	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00	\$194.00
10/19/2018	Disburse to 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
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 [REDACTED] (*****6675)

Loan Detail

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

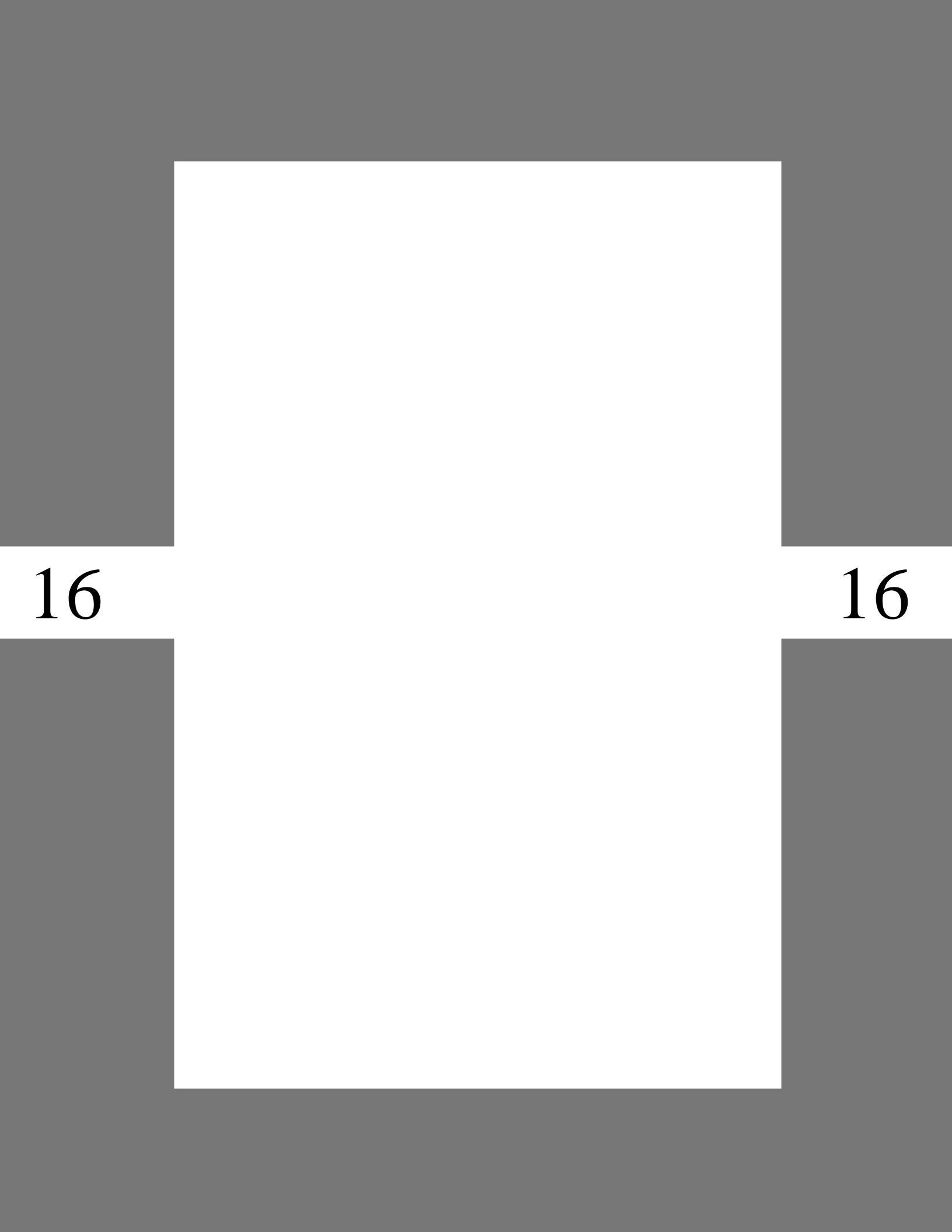
Loan ID: [10569-2930-34398755](#) **Balance:** \$0.00 **Pmt Account:** N/A
Model: NV 210-P **Principal:** \$0.00 **# of Pmts:** 7
Status: Paid Off **Fees:** \$0.00 **LF Orig Store:**
Sub-Status: None **Earned Principal:** N/A **Originated:** 12/28/2018
 Earned Fees: N/A **Due Date:** 03/28/2019
Store: 10569 **Late:** Not Late
 TITLEMAX OF **Last Full Payment:** 01/28/2019
 LAS VEGAS, NV #6
Parent Loan ID: [10569-2576-32368523](#) **Recent:** 603 Days
Assigned Collector: 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	\$0.00	\$166.78	\$166.78
12/28/2018	Paid on Account	\$0.00	\$0.00	\$0.00	\$0.00	\$166.78	\$166.78
01/21/2019	Interest - 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 - 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				



16

16

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,

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

1 the initial loan, TitleMax does not reappraise the vehicle value during this
2 period.

3 7. If there are instances in which a customer's ability to repay or
4 vehicle fair market value are not documented at the time of refinancing, that is
5 due to employee error, not TitleMax policy.

6 8. When a title loan is refinanced, funds from the new loan are applied
7 to pay off the initial loan, and the initial loan agreement is marked "PAID IN
8 FULL."

9 9. It is TitleMax's policy to mark every loan agreement that has been
10 paid off "PAID IN FULL."

11 10. If there are instances in which a paid-off loan agreement is not
12 marked "PAID IN FULL," that is due to employee error, not TitleMax policy.

13 11. If customers have consented to the electronic receipt of information,
14 they receive the loan agreement marked "PAID IN FULL" in their electronic
15 loan file. If customers have not consented to the electronic receipt of
16 information, they are given a physical copy of the loan agreement marked
17 "PAID IN FULL."

18 12. Attached hereto as Ex. A is a spreadsheet showing accurate
19 information for ten examples of refinances. The spreadsheet shows the
20 percentage of principal paid and the percentage of interest and fees paid both
21 before and after refinancing, as well as the number of payments made.

22 13. I declare under penalty of perjury under the law of the State of
23 Nevada that the foregoing is true and correct.

24 Executed this 15th day of October, 2020.

25
26 By: 
27

JOSE URBAEZ COTTO

EXHIBIT A

000430

000430

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
Franciso	8603494	6/1/2018	New Loan	1,500	1,500	Refinance	362	24%	1,098	73%	4
Franciso	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