

## DEFERRED PRESENTMENT SERVICES AGREEMENT

<b>Lender:</b> Triple "J" Title Loans 123 Anystreet Your City, Your State 84041 (801) 643-0881	<b>Loan Number</b> CA6  <b>Loan Date</b> 1/25/2008	<b>Borrower:</b> Shirley R Martin 1015 East Bobby Court Millersville, TN 37072-4523 Hm:(615) 444-4567Wk:
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<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as a yearly rate.  <b><u>365.00%</u></b>	The dollar amount the credit will cost you.  <b><u>\$28.00</u></b>	The amount of credit provided to you or on your behalf.  <b><u>\$200.00</u></b>	The amount you will have paid after you have made all payments scheduled  <b><u>\$228.00</u></b>

### -Payment Schedule-

Number of Payments	Amount of Payment	When Payment is Due
1	228	Friday, February 08, 2008

**-Late Charges: \$0.00**

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

See the contract (below) for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

### Itemization of the amount financed:

Amount paid to you directly	\$200.00	Amount rolled over from previous loan	\$0.00
Amount paid to others on your behalf	\$0.00	Total amount financed	\$228.00

In this Deferred Deposit Loan Agreement (hereinafter the "Loan Agreement"), the word "you" and "your" mean the borrower who has signed it. The words "we", "us" and "our" mean Triple "J" Title Loans, a check casher registered under Utah's Check Cashing Registration Act and regulated by the Utah department of Financial Institutions. If you have a complain, you may contact Triple "J" Title Loans-main office. The phone number is : and the website is www.mywebsite.com.

You promise to pay us the Total of Payments according to the Tuth-In-Lending Disclosures set forth below and other permitted charges. On the date stated in your Payment Schedule (the "Payment Date"), you will pay us at the address indicated above, or at such other address as we direct you in writing. The earned finance charge and unpaid principal shall be computed by using the actuarial method. You grant us a security interest in your post-dated check in the amount of the Total of Payments ("Check"), which we may negotiate on the Payment Date or thereafter.

**LATE CHARGES.** You may be charged a late fee of \$30.00 or 5% (which ever is greater ) of your finance charge if the minimum payment of the finance charge is not paid in full on your Due Date.

**PREPAYMENT.** Interest is charged from the date of this Loan Agreement until the Payment Date. No interest is charged after the Payment Date. At any time prior to 5:00 PM or the close of business, whichever is later, on the business day immediately following the ate of this Loan Agreement (for the purposes of this Loan Agreement, Saturdays, legal holidays and other days we are not open until 5:00 PM are not considered business days), we will rebate and refund the earned finance charge if you prepay to us the Amount Financed in cash in full satisfaction of your obligations under this Loan Agreement. Thereafter, you may prepay the amount due under this Loan Agreement in full or in part in increments of at least \$5.00 at any time and will not incur an additional charge or fee, and you may be entitled to a rebate and refund of the unearned finance charge. In the event of prepayment in full of this loan, the unearned finance charge for all fully unexpired days of the loan which follow the day of prepayment in full will be calculated as follows: unearned finance charge shall equal the original Finance Charge multiplied by a fraction, the numerator of which is the number of days of the loan remaining following the day of prepayment in full and the denominator of which is the total number of days of the loan. If the unearned finance charge is less than one dollar (\$1.00), the unearned finance charge will not be refunded. In all other instances, the unearned finance charge will be rebated and refunded.

**DEFAULT.** You will be in default under this Loan Agreement if you do not pay us something you owe us under this Loan Agreement. You agree that the information you have provided to us prior to entering into this Loan Agreement is accurate.

**PURSUANT TO UTAH CODE 7-23-103 SUBSECTION (4)(B), THIS DEFERRED DEPOSIT LOAN MAY NOT BE ROLLED OVER BEYOND 12 WEEKS AFTER THE DAY ON WHICH THE DEFERRED DEPOSIT LOAN IS EXECUTED.**

Signature \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Triple "J" Title Loans at the following number : .

You acknowledge and agree that the following statement is true and accurate: "I have orally reviewed the terms of the Loan Agreement including: (i) the amount of any interest rate or fee; and (ii) the date on which the full amount of the deferred deposit loan is due; and (iii) the fact that the deferred deposit loan may not be rolled over beyond 12 weeks after the day on which the deferred deposit loan is executed."

METHOD OF PAYMENT. The Check is both security and payment for your obligations under this Loan Agreement. We will not negotiate the Check prior to the Payment Date, other than negotiating the Check to you if you prepay in full. You agree that we may negotiate the Check on the Payment Date or thereafter if you prepay in full. You agree that we may negotiate the Check on the Payment Date or thereafter if you have not paid us in cash or other immediately available funds the total of Payments before the close of business on the Payment Date. If payment in full is made 3 prior to negotiation of the Check, we will negotiate or transfer the Check to you at the time we receive payment.

RETURNED CHECK CHARGE. If the Check is returned to us unpaid by your financial institution for any reason, you agree to pay us a \$20.00 returned check charge.

ATTORNEY'S FEES. In the event of default, you agree to pay all reasonable attorneys fees that we incur in connection with your default under this Loan Agreement.

ASSIGNMENT. We may assign or transfer this Loan Agreement or any of our rights hereunder.

GOVERNING LAW. This Loan Agreement will be governed by the laws of the State of Utah, except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA").

This Loan Agreement contains a binding arbitration provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so, that you have received a completed copy of it and that you have discussed its terms with us. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that the account on which the check is drawn is a legitimate, open, and active account. You acknowledge that you will have the ability to repay this loan. You acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement.

OPTIONAL PRE-AUTHORIZATION TO ELECTRONIC FUND TRANSFER

On the date written below I have entered into an installment loan agreement with Triple "J" Title Loans ("Lender"), whereby Lender has agreed to lend me a certain amount of money, as set forth in the Installment Note and Disclosure Statement ("Agreement") signed by me and dated as of today's date. In Connection with this loan, I have provided Lender with a voiced check from my bank account.

I hereby authorize the Lender to either: (a) electronically debit, or (b) issue a bank draft against, my bank Account number 101715139 at First Tennessee in the amount the installment payment(s), Provided for by the Agreement on the due date of said installment(s).

Furthermore, in the event that I am in default under the Agreement, as that term is defined in the Agreement, I hereby authorize Lender o either: (a) electronically debit, or (b) issue a bank draft against, my bank Account number 101715139 at First Tennessee in the amount of the past due installment Payment(s), or a portion thereof up to the outstanding past due balance as of the date of default.

I CAN REVOKE THIS AUTHORIZATION BY GIVING NOTICE OF REVOCATION TO LENDER. ANY REVOCATION IS EFFECTIVE ONLY AFTER LENDER HAS RECEIVED WRITTEN NOTICE FROM ME TO REVOKE THIS AUTHORIZATION IN SUCH TIME AND MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT UPON THE NOTICE. I ALSO HAVE THE RIGHT TO STOP PAYMENT OF THE DEBIT ENTRY BY NOTIFICATION TO MY BANK AT LEAST THREE BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE ENTRY.

I acknowledge that I have read and understand this pre-authorization form and that I am entitled to a copy of it.

Borrower: \_\_\_\_\_

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

Signature \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Triple "J" Title Loans at the following number : .

**ADDITIONAL TERMS AND CONDITIONS OF THIS LOAN AGREEMENT**

GOVERNING LAW and ASSIGNMENT. This Loan Agreement will be governed by the laws of the State of Utah, except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). We may assign or transfer this Loan Agreement or any of our rights hereunder. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. We have a policy of arbitrating all disputes with borrowers which cannot be resolved in a small claims tribunal, including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

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

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

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

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

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you.

**THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief required, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

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

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes in the county of your residence within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

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

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

**You acknowledge that you have read, understand, and agree to the terms of the Loan Agreement, including the Additional Terms and Conditions set forth above, and that you have received a complete copy of such.**

Signature \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Triple "J" Title Loans at the following number : .