

## ARBITRATION PROVISIONS

**Agreement to Arbitrate all Disputes:** By signing below and to induce lender to process borrower's application for a loan, borrower and lender agree as follows:

(1) Any and all claims, disputes or causes of action between borrower and lender (or lender's employees, officers, directors, agents, servicers or assigns) arising from or relating to borrower's application for this Loan, or this agreement or any other loan agreement borrower previously has had, or may later obtain, from lender, whether under common law or pursuant to federal, state or local statute, regulation or ordinance, including disputes regarding the matters subject to arbitration, or otherwise, shall be resolved by binding individual (and not joint) arbitration by and under the Code of Procedure of the National Arbitration Forum ("NAF") in effect at the time borrower's or any class claim is filed. Any issue as to whether this agreement is subject to arbitration shall be determined by the Arbitrator(s).

(2) All disputes regarding collection of any amounts due lender, or allegations of fraud or misrepresentation relating to the entering into of this agreement shall be arbitrated hereunder. The parties agree to be bound by the decision of the arbitrator(s).

(3) This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at [www.arb-forum.com](http://www.arb-forum.com), by telephone at 800-474-2371, or at "National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405."

(4) borrower's arbitration fees will be waived by the NAF in the event borrower cannot afford to pay them.

(5) Sixty (60) percent of the cost of the arbitrator at a participatory hearing, if one is held at borrower's or lender's request, will be paid for by lender and forty (40) percent paid by borrower, and the hearing will take place at a location in the State of Delaware.

(6) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and it shall be governed by the Federal Arbitration Act, 9 S.C. Sections 1-16.

(7) Judgment upon the award may be entered by any party in any court having jurisdiction.

(8) This agreement to Arbitrate all Disputes is an independent agreement and shall survive the closing, funding, repayment and/or default of the Loan for which borrower is applying.

### **Agreement Not To Bring, Join or Participate In Class Actions:**

By signing below and to induce lender to process borrower's application for a loan, to the extent permitted by law, borrower agrees that borrower will not bring, join or participate in any class action as to any claim, dispute or controversy borrower may have against lender (or lender's agents, servicers, directors, officers and employees) arising in any way from this agreement or any other loan transaction borrower has had or may have with lender. Borrower agrees to the entry of injunctive relief to stop such a lawsuit or remove borrower as a participant in the suit. Borrower agrees to pay the costs of lender incurs, including lender's court costs and attorney's fees, in seeking such relief. This agreement is not a waiver of any of borrower's rights and remedies in pursue an arbitration claim individually (and not as a class action) in binding arbitration as provided above. This Agreement Not To Bring, Join Or Participate In Class-Actions is an independent agreement and shall survive the closing, funding, repayment and/or default of the loan for which borrower is applying.

**NOTICE: BORROWER AND LENDER WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Governing Law, Location of Arbitration, Enforceability. This loan agreement shall be construed, applied and governed by the laws of the State of Delaware and the Federal Arbitration Act, and any arbitration action brought by a borrower relating to this agreement shall be heard by an arbitrator located in the State of Delaware. The unenforceability or invalidity of any portion of this agreement shall not render unenforceable or invalid the remaining portions hereof.

ACKNOWLEDGMENT OF BORROWER: I, the undersigned borrower, hereby acknowledge that I have read this Title Loan agreement, the arbitration and class action provisions, and the Reg. Z disclosures and understand everything contained herein. I also acknowledge the receipt of a signed copy of the agreement and that no verbal agreements are binding unless put in writing.

Signature

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