

11. Our Rights in the Event of Default. If you are in default under this Agreement, we may at our option, do any one or more of the following: (I) declare the whole outstanding balance due on your Account immediately due and payable and proceed to collect it; (II) foreclose upon our lien and liquidate the Collateral securing this Agreement according to law, including using self-help repossession; (III) close your Account or lower your credit limit; (IV) exercise all other rights, powers, and remedies given by law; and (V) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power or remedy provided by this Agreement or by law, or as permitted by law.

12. Repossession of the Motor Vehicle/Redemption/Sale of the Motor Vehicle. Repossession means that, if you are in default under this Agreement, we can take the Motor Vehicle from you. To take the Motor Vehicle, we can enter your property, or the property where the Motor Vehicle is stored, so long as it is done peacefully. If the Motor Vehicle is repossessed, you have the right to get it back (redemption) by paying the entire amount you owe under this Agreement (not just the past due payments) plus the cost of taking and storing the Motor Vehicle and any other expenses that we have incurred. We will send you a written notice of sale at least fifteen (15) days before selling the Motor Vehicle. If you do not redeem the Motor Vehicle by the date shown on such notice, we can sell it. We will use the net proceeds of sale to pay all or part of your indebtedness to us. To calculate net proceeds, any charges for taking and storing the Motor Vehicle, cleaning and advertising, repairing if necessary, and any reasonable attorney's fees and court costs will be subtracted from the selling price. If you owe more than net proceeds of sale, you will continue to owe this amount. After repossession, you will have fifteen (15) days to go to the location where the vehicle is stored and claim any personal articles left in the vehicle. Any personal articles not claimed within fifteen (15) days of repossession are subject to disposal.

13. Joint Liability. If more than one person signs this Agreement, each of you is jointly and severally liable. We may enforce our rights against one of you without affecting our rights as to the others. We may also release one of you without releasing the others.

14. Cancellation. You may cancel your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying your account in full including all fees and accrued Finance Charges. We may suspend making future cash advances on your account at any time and in our sole discretion if we in good faith believe that we are in jeopardy or not being repaid as agreed by giving written notice to you, provided that if such suspension is made pursuant to this paragraph, you will be allowed to repay any remaining balance over time pursuant to this Agreement.

15. Amendments. We can change any of the terms of this Agreement, including the method of computing all Finance Charges and the applicable Annual Percentage Rate at any time. If we do, however, we will mail you written notice of the change(s) at least thirty (30) days before they become effective. If we make changes to this Agreement and you do not agree with these changes, you must notify us in writing within thirty (30) days and you must pay us with such notice the entire outstanding balance of your Account. If you do not take these actions you will have agreed to the change(s) in the notice. Any change(s) which become(s) effective as to you will apply to all then outstanding unpaid indebtedness on your Account, including all cash advances obtained prior to the effective date of the change(s).

16. General. (I) You agree to deposit with us a duplicate set of keys to the Collateral upon execution of this Agreement; (II) you agree to pay us a returned check fee of \$30.00 each time we accept a check from you, despite our not being under the obligation to do so, if such check is not honored for any reason; (III) you shall bear the entire risk of loss or damage to the Collateral while it is in your possession; (IV) you agree to indemnify and hold us harmless from any and all claims for property damages or personal injuries arising from your operation of the Collateral, including but not limited to, all judgments, attorney's fees, court costs, and any incurred expenses; (V) time is of the essence of this Agreement; and (VI) this Agreement constitutes the entire Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by all parties.

17. Paragraph Headings; Waiver; Governing Law; Enforceability. The paragraph headings in this Agreement are for convenience only and do not limit any of its provisions. You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them. This Agreement shall be construed, applied and governed by the laws of the state in which this agreement is executed. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portion hereof.

18. Fair Credit Reporting Act Notice. Applicable law permits us to share information with third parties about our credit and account history with you. Applicable law also permits us to share additional information about you and your accounts with companies related to us by common ownership or control ("Affiliates"). We provide this additional information to our Affiliates so that you may receive special offers and promotions from our Affiliates. You may request that we not furnish this additional information (other than credit and account history) to our Affiliates by writing to us at: 716 Vauxhall Drive. Please include your name, address, telephone number, Account number (if known), and social security (tax identification) number. Please allow a reasonable period of time for your request to take effect.

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19. Important Notice Regarding Customer Privacy. We collect non-public personal information about you from the following resources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone except to our affiliates and non affiliated third parties working on our behalf as provided by law. We restrict access to nonpublic personal information about you to those employees who need to know that information and to our affiliates and non affiliated third parties working on our behalf to provide products and services to you, to administer your account, or to collect any money or collateral due us. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard this nonpublic personal information.

20. Your Billing Rights. Keep this notice for Future Use. This notice contains important information about your rights and our responsibility under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet as soon as possible at the address listed on your bill. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent and proceed to collect that amount. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to, that you have a question about your bill. And, we must tell you the name of anyone we reported to you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

DISCLOSURE STATEMENT

I (we) represent that I (we) have not seen an attorney or debt counselor within the preceding six (6) months regarding debt consolidation, bankruptcy, credit problems or other financial concerns and I (we) have no intention or plan to file a petition in bankruptcy with the succeeding six (6) months. It is my (our) intention that Emergency Cash and Loans, LLC rely upon this representation in extending credit to me (us).

I (we) hereby acknowledge that I (we) have read the terms and conditions of the Motor Vehicle Equity Line of Credit Agreement and all disclosures of rates and fees contained therein, and that I (we) agree to be bound by the terms, conditions and all amendments of this Agreement.

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