

**PROMISSORY NOTE AND FEDERAL TRUTH-IN-LENDING DISCLOSURES
Texas**

Borrower:	Lender:	Loan Number	
		Loan Date	

In the following Promissory Note and Federal Truth-In-Lending Disclosures (the "Note"), "I", "my" and "me" refer to the Borrower. "You" and "your" refer to Lender.

Federal Truth-In-Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf	Total Of Payments The amount I will have paid after I have made all payments as scheduled.
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Payment Schedule: My payment schedule will be one (1) payment of due on .

Prepayment: I may prepay this Note without penalty.

Late Fee: The greater of 5% of the payment amount due or \$7.50 if payment is in default for a period of 10 days or more.

Security: You are giving Lender a security interest in the title to your motor vehicle: (insert description of motor vehicle).

See Promissory Note below for additional information about nonpayment, default, any required repayment in full before the scheduled payment dates, and prepayment refunds and penalties.

Itemization of Amount Financed:

Amount given directly to me:

Amount credited to my account with you:

Plus: Amount paid on my behalf to

 ("JTK")(prepaid finance charge)

 Amount paid to Government Official for Lien Fee

Equals: Principal Loan Amount:

Less: Prepaid Finance Charge paid to :

Equals: Amount Financed:

PROMISSORY NOTE

Principal Amount:		Date	
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Promise to Pay: I promise to pay you, or to your order, at such place as you designate in writing from time to time, the principal sum of <<INS_PRIN>> in cash, plus interest from the date of this loan at the rate of 10% per year until this loan is paid in full. Interest accrues on a daily basis. I also promise to pay all other charges provided under this Note. I agree to make the scheduled payments directly to JTK, which is servicing the Note for my benefit, in person at its office located at:

Separate Payment of Third-Party Fees: In connection with any third-party fees such as fees for loan brokerage and other credit services, I acknowledge the following: I separately contracted with JTK to provide me brokerage or other credit services and agreed to pay JTK a fee for those services. I am responsible for such fee and I am voluntarily using part of the proceeds from this loan to pay said fee. I understand that you are making this loan under Section 302.001 of the Texas Finance Code at a rate of interest not greater than 10% per annum and that the fee paid to JTK for arranging this loan (though required to be treated as a finance charge for purposes of federal law disclosures) is for a separate service and is not interest for purposes of Texas law. I understand that my fee to JTK shown in the Itemization of Amount Financed must be paid directly to JTK and that none of that fee will be paid to you.

Rescission. I may cancel this loan by returning, to the JTK location listed above, the loan proceeds no later than the close of the third day following the date of this loan. You will not charge any finance charge if I cancel this loan in accordance with the foregoing provision.

Other Provisions: The Federal Truth-In-Lending Disclosures set forth above and the additional terms and conditions set forth on pages 3-4 of this Note are specifically incorporated by reference in this Note. I read and was given a completed copy of this Note and Federal Truth-In-Lending Disclosures prior to signing this Note. **I understand and agree to the terms of this Note, including the Arbitration and Waiver of Jury Trial Agreement attached hereto as Schedule "A".** I understand that I have a right to rescind this loan as detailed in this Note. This Note represents the final agreement between the parties, and there are no other oral or written agreements between the parties. **See Additional Terms and Conditions on Pages 3-7 of this Note.**

X _____
(Signature of Borrow)

X _____
(Signature of Borrow)

See Additional Terms and Conditions on Pages 1-2 and 5-7 of this Note

Collections and Late Fee. You agree not to begin collection procedures until 5:00 p.m. on the next business day after payment is due on which I fail to tender payment. "Business day" means a day that the JTK is open for business. I understand that failure to pay an amount due under this Note within 10 days after the payment is due will result in the imposition of a late charge equal to the greater of 5% of the payment amount due or \$7.50.

General Provisions. You may delay or forgo enforcing any of your rights without losing them. I waive presentment, demand for payment, protest, and notice of dishonor.

Borrower's Representations. I represent and warrant to you that: (i) all statements made in my most recent loan application remain true, complete and correct as of the date hereof, (ii) I have entered into a Credit Services Contract (the "CSO Agreement") with JTK pursuant to which, among others, JTK agrees to guarantee the payment of the principal amount of this Note and accrued interest and fees as of the date of my default. I further represent and warrant to you that I am not in voluntary or involuntary bankruptcy and am not anticipating filing a bankruptcy proceeding of any type. I understand that you will be making this loan solely in reliance on the truth of these representations.

Lender's Rights. If I (a) fail to make any payment when due, (b) make any statement or representation about myself, my employment or my financial condition which is false, or (c) fail to keep some other promise or agreement I have made to you in this Note, I will be in default under this Note. Additionally, I acknowledge and agree that if JTK, regardless of reason, revokes or cancels its guaranty or otherwise ceases to guaranty payment of this Note, I will be in default under this Note. Upon default, you may declare the entire unpaid balance of this Note and all accrued unpaid interest and any other charges permitted by law or this Note immediately due, and then I will pay that amount. You may also collect immediately all monies held or controlled by JTK for my benefit, including, but not limited to all fees that I pay JTK and all monies which JTK may owe me, and apply these monies to my indebtedness under the Note. **In addition, I agree that upon my default under this Note, the Lender shall be authorized, if necessary in order to collect the amount I owe under this Note, to repossess my motor vehicle in which I have granted a security interest to Lender.** I consent to any extension of time or other accommodation that you may make that in any way suspends your remedies or rights, and agree that your remedies or rights are not thereby impaired. To the extent permitted by law, I will pay the costs of any attorney's fees and any other fees incurred in connection with the referral of this loan to an attorney to collect this loan after default. Except for the Arbitration and Waiver of Jury Trial Agreement attached hereto as Schedule "A," which shall be governed by the Federal Arbitration Act (see paragraph 7 of the Arbitration and Waiver of Jury Trial Agreement), this Note shall be governed by the laws of the State of Texas without regard to conflicts of law principles.

Successors and Assigns. This Note is binding upon my heirs and personal representatives in probate and upon anyone to whom I assign my assets or who succeeds me in any other way.

Right of Offset. I acknowledge and agree that you or any holder of this Note shall have the right to offset, against the obligation to pay amounts to me, any outstanding amounts I then owe to you or the holder of this Note.

Severability. If any provision of this Note, including any provision of the Arbitration and Waiver of Jury Trial Agreement, is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability of any other provision will not be affected; provided, however, that if a class action litigation or a class-wide arbitration is permitted for any reason with respect to any dispute, either party may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

<<Store Title>> I acknowledge that you have entered into a contract with JTK to assist with this loan transaction. Neither JTK, nor any of its affiliates, is owned by, operated by, or affiliated with you. JTK does not have authority to make loans. JTK is not providing me with any advice or counseling as to my personal financial situation or credit needs. I understand that this loan should be used for short-term financial needs only, not as a long-term financial solution. I have been advised that if I have credit difficulties, I should seek credit counseling. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems. Office of Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207, (512) 936-7600, (800) 538-1579.

Payments. Each payment I make under this Note will be applied first to any fees or other charges I owe other than principal and interest, then to interest that is due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

Prepayment. I may prepay any amount owed under this Note in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this Note is paid in full.

Interest. Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number days in a year. The interest rate and other charges under this Note will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, Lender will refund an amount necessary to comply with the law.

Short Term Credit. I understand that this loan should be used for short-term financial needs only, not as a long-term financial solution. I have been advised that if I have credit difficulties, I should seek credit counseling.

Compliance with laws: No part of this Note, nor any charge or receipt by you, is supposed to permit you to impose interest or other amounts in excess of lawful amounts. For purposes of compliance with Texas law, I understand that this loan is made by you as Lender under Section 302.001 of the Texas Finance Code and that, in no event, may the interest exceed a rate of 10% per annum. If an excess occurs, you will apply it as a credit or otherwise refund it and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent permitted by law, for purposes of determining your compliance with law, you may calculate charges by amortizing, prorating, allocating and spreading.

See Additional Terms and Conditions on Pages 1-4 and 5-7 of this Note

SCHEDULE "A"
ARBITRATION AND WAIVER OF JURY TRIAL AGREEMENT

ARBITRATION AND WAIVER OF JURY TRIAL AGREEMENT. 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 evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are 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.

THEREFORE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **Parties and Matters Subject to Arbitration.** For purposes of this Arbitration and Waiver of Jury Trial Agreement (hereinafter the "Arbitration Agreement"), *the words "I," "me," and "my," refer to the Borrower, and "you" and "your" refer to the Lender and any parent, wholly or majority owned subsidiary, affiliate, predecessor, successor, assign, employee, officer, or director of the aforementioned, as well as third parties that have or may have had a relationship with me or you relating to any Promissory Note that I may enter into with Lender either now or in the future (collectively, the "Promissory Note"), any merchants or servicers and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors.* The words "dispute" and "disputed" 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 Agreement, the legality and scope of the Arbitration Agreement, and any claim or attempt to set aside this Arbitration Agreement; (b) all federal or state law claims, disputes, or controversies arising from or relating directly or indirectly to the marketing of this loan, the Promissory Note (including the Arbitration Agreement), the information I gave you before entering into the Promissory Note, or any past agreements between you and me, (c) all counterclaims, cross-claims and third-party claims related to the foregoing matters; (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 you against me, including claims for money damages to collect any sum you claim I owe you; (g) all claims asserted by me individually against you or any of your 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 or equitable or injunctive relief; (h) all claims asserted against you or any related third party on my behalf by another person; (i) all claims asserted by me as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against you or related third parties (hereinafter referred to as "Representative Claims"); or (j) all claims arising from or relating directly or indirectly to the disclosure by you or related third parties of any non-public personal information about me.

2. **Waiver of Jury Trial and Participation in Class Action.** I acknowledge and agree that by entering into this Arbitration Agreement:

(a) I AM GIVING UP MY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE WITH YOU OR RELATED THIRD PARTIES;

(b) I AM GIVING UP MY RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT, RESOLVE ANY DISPUTE WITH YOU OR RELATED THIRD PARTIES; and

(c) I AM GIVING UP MY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT.

3. **No Class Arbitration.** Except as provided in Paragraph 6 below, all disputes including all Representative Claims against you will be resolved by binding arbitration only, on an individual basis with me. **THEREFORE, THE ARBITRATOR WILL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR WILL NOT ALLOW ME TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. **Arbitration Organizations and Procedures.** Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their demand to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands

arbitration, I will have the right to select either of the following arbitration organizations to administer the arbitration according to the organization's rules applicable to consumer disputes: the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605, (1-800-778-7879) <http://www.adr.org>, or National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, (1-800-474-2371) <http://www.arb-forum.com>. Alternatively, the parties may agree to select a local arbitrator who is an attorney *with at least ten (10) years experience*, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party may select an arbitrator who refuses to enforce an arbitration agreement containing a class-action waiver, because you and I have in this Arbitration Agreement waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If I demand arbitration, I must inform you in my demand of the arbitration organization I have selected or whether I desire to select a local arbitrator. If related third parties or you demand arbitration, I must notify you within twenty (20) days in writing by certified mail return receipt requested of my decision to select an arbitration organization or my desire to select a local arbitrator. If I fail to notify you, then you 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 the Promissory Note or this Arbitration Agreement, including the limitations on the arbitrator below. I may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Arbitration Fees/Hearing and Appeal. Regardless of who demands arbitration, at my request you will advance my portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party will bear his or her own attorneys' fees and expenses, such as witness and expert witness expenses. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"), will apply applicable statutes of limitation, and will honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of my residence or within 30 miles from such county, or in the county in which the transaction under the Promissory Note occurred, or in such other place as may be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion or request 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 will not be required to apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award me statutory damages and reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in my favor resolving the dispute, I will not be responsible for reimbursing you for my portion of the Arbitration Fees, and you will reimburse me for any Arbitration Fees I have previously paid. The arbitrator's award will be in writing and supported by a written decision. The award may be filed with any court having jurisdiction. The arbitrator's award is subject to appeal to a court based on applicable law and to determine compliance with the standards and requirements of the Promissory Note, including this Arbitration Agreement.

6. Small Claims Court. All parties, including related third-parties, will retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction. Any dispute that cannot be adjudicated within the jurisdiction of a small claims court will be resolved by binding arbitration. Any appeal of a judgment from a small claims court will be resolved by binding arbitration.

7. Governing Law. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and will be governed by the FAA. To the extent a final non-appealable judgment of a court having jurisdiction over this transaction finds that the FAA does not exclusively govern this transaction, then our agreement to arbitrate will be governed by the arbitration law of the State of Texas.

8. Binding Effect. This Arbitration Agreement is binding upon and benefits me, my respective heirs, successors, and assigns. This Arbitration Agreement is binding upon and benefits you, your successors and assigns, and related third parties. This Arbitration Agreement continues in full force and effect, even if my obligations have been prepaid (including if the Promissory Note has been rescinded by such prepayment), paid, or discharged through bankruptcy. This Arbitration Agreement survives any rescission, termination, amendment, payment, expiration or performance of any transaction between you and me and continues in full force and effect unless you and I both otherwise agree in writing. To the extent permitted by law, if any provision of this Arbitration Agreement is invalid or unenforceable, such offending provision, to the maximum extent permitted by law, shall be reformed if practicable so as to achieve its intended purpose and shall not affect the remaining provisions. If any provision of this Arbitration Agreement is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability of any other provision will not be affected; provided, however, that if a class action

litigation or class-wide arbitration is permitted for any reason with respect to any dispute, you or I may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

PRIVACY POLICY

I acknowledge and agree that Lender may collect "nonpublic personal information" about me from the following sources:

- Information received from me on applications, loan documents, or other forms, such as my name, address, social security number, assets and income;
- Information about my transactions with Lender, its affiliates or others, such as payment history and loan balances; and
- Information Lender receives from third parties, such as consumer reporting agencies and other lenders, regarding creditworthiness and credit history.

"Nonpublic personal information" is information Lender obtains in connection with providing me with financial services including, but not limited to, short term loans. Examples of nonpublic personal information include my name, social security number, payment history, and credit reports.

Lender does not disclose any nonpublic personal information about its customers or former customers to anyone except its affiliates, as permitted by law or if the customer authorizes said release in writing. Lender's employees are bound by this Privacy Policy and are educated on implementing Lender's privacy and information security policies. Only employees actively engaged in their assigned duties are authorized to access or use customer information. Lender maintains physical, electronic, and procedural safeguards to comply with federal standards to store and secure information about you.

Signature of Borrower

Signature of Borrower

Disclosure Statement Texas

Date:

We and us mean , its successors and assigns. **You, your and yours** mean the Customer(s) signing this CSO Disclosure Statement, jointly and severally if more than one, and their respective heirs, personal representatives, successors and assigns.

Purpose: Chapter 393 of the Texas Finance Code, which regulates credit service organizations, requires a customer to receive a disclosure statement before executing a contract for credit services or paying any fee or other consideration. We are a credit services organization which is registered with the Secretary of State of Texas under Chapter 393 of the Texas Finance Code, and are not required to be licensed as a regulated-loan arranger under Texas law. You may request to inspect our Registration Statement.

Description and Cost of CSO Services: For a fee of (the "CSO Fee"), we agree to use our best efforts to do the following: (1) arrange a loan for you, secured by the title on your motor vehicle, for a term not to exceed 30 days, with one (1) payment at a rate of interest not to exceed 10% per annum (the "Loan") from , , a Texas limited liability company (the "Lender"); There may also be a fee required to place a lien on your motor vehicle; (2) assist you in preparing or obtaining related information and documents (e.g., loan applications, credit reports, and loan documents); and (3) accept payment of amounts due under the Loan and forward the same to Lender. We will guarantee your payment obligations under the Loan, not to exceed the principal, fees and interest owed at time of default. The CSO Fee will be rolled into the Loan amount. As such, the total amount you finance will consist of the amount paid directly to you plus the CSO Fee. You will pay the CSO Fee from the proceeds of the Loan.

We will not make you a loan. As set forth above, one of our obligations will be to use our best efforts to help you obtain a loan from the third-party Lender listed above at a rate of interest not to exceed 10% per annum. WE ARE NOT A LENDER OR A FIDUCIARY OF THE LENDER. ANY SERVICES WE MAY PROVIDE OR THIRD-PARTY LOAN WE BROKER MAY NOT BE AT THE BEST AVAILABLE RATES OR TERMS. YOU ARE FREE TO LOOK ELSEWHERE. YOU ARE NOT OBLIGATED TO ACCEPT A LOAN WE PROCURE. IF YOU DO NOT ACCEPT A LOAN WE PROCURE, YOU WILL NOT OWE US ANY FEE.

Claims Against Surety Bond: We have filed a surety bond in the amount of \$10,000 with the Secretary of State of Texas under Chapter 393 of the Texas Finance Code. The surety bond is held by the surety shown below. Under Chapter 393 of the Texas Finance Code, the surety bond is in favor of a person damaged by a violation of that chapter and the State of Texas for the benefit of such person. A person making a claim against a surety bond for a violation of the chapter may file suit against the organization and the surety. A surety is liable only for actual damages, reasonable attorney's fees, and court costs awarded under Section 393.503(a) of the Texas Finance Code. The aggregate liability of a surety for an organization's violation of the chapter may not exceed the amount of the surety bond. We are required to maintain the surety bond until the second anniversary of the date on which we cease operating as a CSO.

Surety Bond Information

Surety Bond Company:	RLI Insurance Company
Address of Surety Company:	Mr. Michael Ross Attorney-in-Fact 909 Lake Carolyn Pkwy, #800 Irving, Texas 75039

Information about Consumer Reporting Agencies and Your Rights:

Your rights under the Fair Credit Reporting Acts. You have certain rights under the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.) and Chapter 20 of the Texas Business Commerce Code. The Fair Credit Reporting Act gives you the following rights:

You can find out what is in your file. At your request, a consumer reporting agency must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the consumer reporting agency, if you request the report within 60 days after receiving notice that credit has been denied. You are also entitled to one free report every twelve months upon request, if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) you have reason to believe that your report is inaccurate due to fraud. When requesting your report at other times or under other circumstances, a consumer reporting agency may charge you a minimal charge.

You can dispute inaccurate information with the consumer reporting agency. If you tell a consumer reporting agency that your file contains inaccurate information, the consumer reporting agency must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the consumer reporting agency. (The source also must advise national consumer reporting agencies, to which it has provided the data of any error.) The consumer reporting agency must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the consumer reporting agency's investigation does not resolve the dispute, you may add a brief statement to your file. The consumer reporting agency must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change or dispute statement.

Inaccurate information must be corrected or deleted. A consumer reporting agency must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the consumer reporting agency is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the consumer reporting agency cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the consumer reporting agency must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

Outdated information may not be reported. In most cases, a consumer reporting agency may not report negative information that is more than seven years old; except that bankruptcies remain in your credit report for ten years.

Nonprofit Credit Counseling: You may consider other ways to obtain credit services. Certain nonprofit entities provide credit counseling services to consumers. For more information, check the local telephone directory under "Credit & Debt Counseling."

READ BEFORE SIGNING

I CERTIFY THAT I HAVE READ AND UNDERSTOOD ALL THE ABOVE STATEMENTS. I FURTHER CERTIFY THAT I HAVE NOT EXECUTED A CONTRACT FOR CREDIT SERVICES OR PAID ANY FEE OR OTHER CONSIDERATION TO WITH RESPECT TO THE SERVICES OUTLINED ABOVE.

I certify that I have received, reviewed and understand your Privacy Policy set forth below.

Signature _____ Date _____

Signature _____ Date _____

'S PRIVACY POLICY

("JTK") may collect "nonpublic personal information" about you from the following sources:

- Information received from you on applications, loan documents, sales documents or other forms, such as your name, address, social security number, assets and income;
- Information about your transactions with JTK, any of its affiliates or others, such as payment history and loan balances; and
- Information we receive from third parties, such as consumer reporting agencies and other lenders, regarding creditworthiness and credit history.

"Nonpublic personal information" is information obtained in connection with providing you with financial services including, but not limited to, arranging short term loans. Examples of nonpublic personal information include your name, social security number, payment history, and credit reports.

JTK does not disclose any nonpublic personal information about its customers or former customers to anyone except any of its affiliates, as permitted by law or if the customer authorizes said release in writing. JTK's employees are bound by this Privacy Policy and are educated on implementing JTK's privacy and information security policies. Only employees actively engaged in their assigned duties are authorized to access or use customer information. JTK maintains physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

**Credit Services Contract
Texas**

Date:

I, me, my, we, us and our mean the Customer(s) signing this agreement (this "Contract"), jointly and severally if more than one, and their respective heirs, personal representatives, successors and assigns. **You, your and yours** mean , its successors and assigns.

Arbitration and Waiver of Jury Trial Agreement: Before signing this Contract, you should carefully review the Arbitration and Waiver of Jury Trial provisions attached as Schedule "A" hereto (hereinafter referred to as the "Arbitration and Waiver of Jury Trial Agreement"). The Arbitration and Waiver of Jury Trial Agreement provides that all claims arising from or relating to this Contract or any other agreement that you and we have ever entered into must be resolved by binding arbitration if the person or entity against whom a claim is asserted elects to arbitrate the claim. Thus, if the person or entity against whom you assert a claim elects to arbitrate the claim, then you will not have the following important rights: (i) you will not have a right to have a trial by jury resolve any dispute alleged against us and/or related third parties; (ii) you will not have a right to have a court, other than a small claims court, resolve any dispute alleged against us and/or related third parties; and (iii) you will not have a right to serve as a representative, as a private attorney general, or in any other representative capacity, and/or participate as a member of a class of claimants, in any lawsuit filed against us and/or any related third parties.

Agreement: I agree to obtain and you agree to provide credit services to me upon the terms set forth in this Contract.

Description and Cost of Services: For a fee of <<ins_set_amt>> (the "CSO Fee"), you agree to use your best efforts to do the following: (1) arrange for me a short-term consumer loan, secured by the title on my motor vehicle, for a term not to exceed 30 days, with one (1) payment at a rate of interest not to exceed 10% per annum (the "Loan") from <<Lender_Name>>, <<Lender_Address>>, <<Lender_City_State_Zip>>, a Texas limited liability company (the "Lender"); There may also be a fee required to place a lien on your motor vehicle; (2) assist me in preparing and obtaining related information and documents (e.g. credit reports, credit information, and loan documents); and (3) forward all payments received or obtained from me to the Lender of the Loan on my behalf. Additionally, if I obtain a Loan, you will guarantee my payment obligations under the Loan, not to exceed the principal, fees and interest owed at time of default. You agree, however, that no CSO fee will be owed unless I accept the Loan. I acknowledge and agree that the CSO Fee will be rolled into the loan amount. As such, the total amount financed will consist of the amount paid directly to me plus the CSO Fee. I authorize you to retain the CSO Fee from the proceeds of the Loan.

I understand that the CSO Fee must be disclosed by the Lender as a finance charge resulting in a higher FINANCE CHARGE and ANNUAL PERCENTAGE RATE. For example, if the amount paid directly to me is \$800.00, then the principal amount of the loan will be \$1,000.00. Assuming a 30 day term, payable in one (1) payment with interest at 10% per annum, the FINANCE CHARGE will be \$208.22 (this includes the \$200.00 CSO Fee which must be characterized as a pre-paid finance charge for purposes of federal disclosures), the TOTAL OF PAYMENTS (including the CSO Fee) will be \$1,008.22, and the ANNUAL PERCENTAGE RATE will be 316.67%. In this example the customer paid the required lien fee of \$33.00. I understand that this is only an example and that the actual terms and conditions and the fees I will pay will be disclosed by the Lender in the loan documents (including a Promissory Note and Federal Truth-in-Lending Disclosures (the "Promissory Note"), under which the Loan will be made (collectively, the "Loan Documents"). I understand that it is my obligation to read the Loan Documents prior to signing them. Even though the CSO Fee must be disclosed as a finance charge by the Lender for purposes of federal law disclosures, I understand and acknowledge that the CSO Fee is not interest. I also understand and acknowledge that I will pay the CSO Fee directly to you and not to the Lender.

Completion of Services: You agree to perform the services listed herein within a time period not to exceed the term of the Loan but in no event later than 180 days from the date of this Contract.

I understand that all or a part of your operations might be located inside or outside of Texas. I AGREE THAT YOU ARE NOT A LENDER OR A FIDUCIARY FOR THE LENDER. I UNDERSTAND THAT ANY SERVICES RECEIVED OR THIRD-PARTY LOAN OFFERED TO ME MAY NOT BE AT THE BEST AVAILABLE RATE OR TERMS. I ACKNOWLEDGE AND AGREE THAT (I) I AM NOT OBLIGATED TO ACCEPT A LOAN BROKERED BY YOU; (II) IN THE EVENT I ACCEPT A LOAN BROKERED BY YOU, THE TERMS AND CONDITIONS UNDER WHICH THE LOAN WILL BE MADE WILL BE GOVERNED BY THE LOAN DOCUMENTS; AND (III) YOU WILL NOT BE A PARTY TO THE LOAN DOCUMENTS.

Guaranty. You agree to unconditionally guarantee to Lender the prompt payment of principal, fees and interest (accrued as of the date of my default), in the event I default on my payment obligations under the Promissory Note.

Cooperation: I agree to cooperate with you regarding your services and to provide such information and documents as you reasonably request from time to time.

Background Information About Credit Service Organization: I understand that you are registered with the Secretary of State of Texas as a credit services organization under Chapter 393 of the Texas Finance Code, but you are not subject to Ch. 342/regulated-loan licensing in accordance with Texas Finance Code § 342.005. Your principal place of business and registered agency for service of process are shown below.

<u>Principal Place of Business</u>	<u>Registered Agent</u>
333 Red Mist Ct W	Mike Pettke
Fort Worth, Texas 76015	3100 W. Arkansas; Ste 101

Arlington, Texas 76016

Updated Information: I agree to notify you promptly of an address change or any material change in my financial condition. I agree to furnish you such updated financial information and other information as you may reasonably request from time to time.

Credit Information: I agree that you may obtain my credit report and that you may disclose my credit information to others (such as credit bureaus, merchants, credit service organizations, lenders, and financial institutions) about the status and history of my agreement with you, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss. I UNDERSTAND THAT MY FAILURE TO SATISFY MY OBLIGATIONS CAN RESULT IN NEGATIVE CREDIT INFORMATION ABOUT ME.

Cancellation: If I cancel this Contract in accordance with the termination provision contained in the second to last paragraph of this Contract, I agree that within ten days of your receipt of my cancellation notice, you will return the CSO Fee directly to the Lender to be credited to my account. My cancellation of this Contract will not modify or terminate my rights and obligations under the Loan Documents.

Customer Representations. I represent and warrant to you that all statements made in my most recent loan application to Lender remain true, complete, and correct as of the date hereof. I represent that an account is open in my name at the financial institution shown on my loan application and that I will not close such account. I further represent and warrant to you that I am not in voluntary or involuntary bankruptcy and am not anticipating filing a bankruptcy proceeding of any type. I understand that you will guarantee repayment of the Loan, as provided herein, on my behalf in reliance on the truth of these representations.

Limited Authority: In the event that I need to renew the Loan on one or more occasions, and I am not able to pay you the accrued interest on the Loan in person before such renewal can occur, I hereby authorize you and grant to you the authority to apply the accrued interest payment on the Loan that I will send to you and to execute any and all Loan renewal documents in my name. I may send you the accrued interest payment by mail, courier, overnight delivery service, wire or similar electronic means. This limited authority shall apply only to the Loan renewal(s) described herein and not to any other matters.

Other Provisions: This Contract constitutes the entire agreement between the parties, and to the extent permitted by law, no modification or amendment of this Contract shall be effective unless in writing and signed by you and me. I may not transfer my rights under this Contract without your prior written consent. You may transfer your rights, titles and interests under this Contract if you so choose. Paragraph headings are for convenience only. To the extent permitted by law, if any provision of this Contract is invalid or unenforceable, such offending provision, to the maximum extent permitted by law, shall be reformed if practicable so as to achieve its intended purpose and shall not affect the remaining provisions of this Contract. Except for the Arbitration and Waiver of Jury Trial Agreement attached hereto as Schedule "A," which shall be governed by the Federal Arbitration Act (see paragraph 7 of the Arbitration and Waiver of Jury Trial Agreement), this Contract shall be governed by the laws of the State of Texas.

CANCELLATION NOTICE: I (WE), THE CUSTOMER, MAY CANCEL THIS CONTRACT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD DAY AFTER THE DATE OF THE TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

I(WE) ACKNOWLEDGE RECEIPT OF A COPY OF: (1) A SEPARATE CREDIT SERVICES DISCLOSURE STATEMENT WHICH I(WE) READ AND EXECUTED BEFORE EXECUTING THIS CONTRACT OR PAYING ANY FEE OR OTHER CONSIDERATION, (2) THIS CREDIT SERVICES CONTRACT WITH ALL NECESSARY SPACES COMPLETED AND TWO ATTACHED NOTICES OF CANCELLATION, AND (3) ANY OTHER DOCUMENT THAT I (WE) HAVE BEEN REQUESTED TO SIGN. ADDITIONALLY, BY EXECUTING THIS CONTRACT I(WE), ACKNOWLEDGE AND AGREE TO THE TERMS OF THE ARBITRATION AND WAIVER OF JURY TRIAL AGREEMENT ATTACHED HERETO AS SCHEDULE "A".

Executed and agreed to on _____, _____.

Signature of Borrower

By: _____
(Lender)

Signature of Borrower

SCHEDULE "A"
ARBITRATION AND WAIVER OF JURY TRIAL AGREEMENT

Arbitration and Waiver of Jury Trial: 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 evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are 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.

I ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. Parties and Matters Subject to Arbitration. For purposes of this Arbitration and Waiver of Jury Trial provision (hereinafter this "Arbitration Agreement"), "you" and "your" refer to ., and any parent, wholly or majority owned subsidiary, affiliate, predecessor, successor, assign, employee, officer, or director of such party, as well as third parties that have or may have had a relationship with me or you relating to this Contract, the Loan or any other agreement that I may enter into either now or in the future, any merchants or servicers and all of their respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors. The words "dispute" and "disputed" 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 Contract, including, without limitation, the legality and scope of this Arbitration Agreement, and any claim or attempt to set aside this Arbitration Agreement; (b) all federal or state law claims, disputes, or controversies arising from or relating directly or indirectly to the marketing of your services, services or products I may obtain through you or with your assistance, this Contract, the information I gave you before entering into this Contract, any past agreements between you and me, or any information I provide to a third party through you, or (c) all counterclaims, cross-claims and third-party claims related to the foregoing matters; (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 you against me, including claims for money damages to collect any sum you claim I owe you; (g) all claims asserted by me individually against you or any of your 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 or equitable or injunctive relief; (h) all claims asserted against you or any related third party on my behalf by another person; (i) all claims asserted by me as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against you or related third parties (hereinafter referred to as "Representative Claims"); or (j) all claims arising from or relating directly or indirectly to the disclosure by you or related third parties of any non-public personal information about me.

2. Waiver of Jury Trial and Participation in Class Action. I acknowledge and agree that by entering into this Arbitration Agreement:

(a) I AM GIVING UP MY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE WITH YOU OR RELATED THIRD PARTIES;

(b) I AM GIVING UP MY RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT, RESOLVE ANY DISPUTE WITH YOU OR RELATED THIRD PARTIES; and

(c) I AM GIVING UP MY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT.

3. No Class Arbitration. Except as provided in Paragraph 6 below, all disputes including all Representative Claims against you will be resolved by binding arbitration only, on an individual basis with me. **THEREFORE, THE ARBITRATOR WILL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR WILL NOT ALLOW ME TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Arbitration Organizations and Procedures. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their demand to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, I will have the right to select either of the following arbitration organizations to administer the arbitration according to the organization's rules applicable to consumer disputes: the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605, (1-800-778-7879) <http://www.adr.org>, or National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, (1-800-474-2371) <http://www.arb-forum.com>. Alternatively, the parties may agree to select a local arbitrator who is an attorney with at least ten (10) years experience, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. Notwithstanding the foregoing, no party may select an arbitrator who refuses to enforce an arbitration agreement containing a class-action waiver, because you and I have in this Arbitration Agreement waived any right to arbitrate a dispute on a class-action, representative-action, or consolidated basis. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If I demand arbitration, I must inform you in my demand of the arbitration organization I have selected or whether I desire to select a local arbitrator. If related third parties or you demand arbitration, I must notify you within twenty (20) days in writing by certified mail return receipt requested of my decision to select an arbitration organization or my desire to select a local arbitrator. If I fail to notify you, then you 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 Contract, including the limitations on the arbitrator below. I may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Arbitration Fees/Hearing and Appeal. Regardless of who demands arbitration, at my request you will advance my portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party will bear his or her own attorneys' fees and expenses, such as witness and expert witness expenses. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"), will apply applicable statutes of limitation, and will honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of my residence or within 30 miles from such county, or in the county in which the transaction under this Contract occurred, or in such other place as may be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion or request 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 will not be required to apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award me statutory damages and reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in my favor resolving the dispute, I will not be responsible for reimbursing you for my portion of the Arbitration Fees, and you will reimburse me for any Arbitration Fees I have previously paid. The arbitrator's award will be in writing and supported by a written decision. The award may be filed with any court having jurisdiction. The arbitrator's award is subject to appeal to a court based on applicable law and to determine compliance with the standards and requirements of this Contract and this Arbitration Agreement.

6. Small Claims Court. All parties, including related third-parties, will retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction. Any dispute that cannot be adjudicated within the jurisdiction of a small claims court will be resolved by binding arbitration. Any appeal of a judgment from a small claims court will be resolved by binding arbitration.

7. Governing Law. Anything contained in this Contract to the contrary notwithstanding, this Arbitration Agreement is made pursuant to a transaction involving interstate commerce and will be governed by the FAA. To the extent a final non-appealable judgment of a court having jurisdiction over this transaction finds that the FAA does not exclusively govern this transaction, then our agreement to arbitrate will be governed by the arbitration law of the State of Texas.

8. Binding Effect; Severability. This Arbitration Agreement is binding upon and benefits me, my respective heirs, successors, and assigns. This Arbitration Agreement is binding upon and benefits you, your successors and assigns, and related third parties. This Arbitration Agreement continues in full force and effect, even if my obligations to you or to a third party from whom I contracted for products or services with your assistance, are paid, or discharged through bankruptcy. This Arbitration Agreement survives any rescission, termination, amendment, payment, expiration or performance of any transaction between you and me and continues in full force and effect unless you and I both otherwise agree in writing. To the extent permitted by law, if any provision of this Arbitration Agreement is invalid or unenforceable, such offending provision, to the maximum extent permitted by law, shall be reformed if practicable so as to achieve its intended purpose and shall not affect the remaining provisions. If any provision of this Arbitration Agreement is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability of any other provision will not be affected; provided, however, that if a class action litigation or class-wide arbitration is permitted for any reason with respect to any dispute, either party may require that the entire dispute be heard by a judge, sitting without a jury, under applicable court rules and procedures.

CANCELLATION NOTICE

You, the customer, may cancel this contract, without any penalty or obligation, within three days after the date the contract is signed.

If you, the customer, cancel, any payment made by you under this contract will be returned within 10 days after the date of receipt by of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or other written notice to: at 300 Blue Smoke Ct W, Fort Worth, Texas 76015 (Attention Chief Operating Officer) not later than midnight (Date:).

I hereby cancel this transaction.

Customer Name:

Contract Date:

Date: _____

Customer's Signature

Print Name: _____

's Use Only

Fax to Chief Operating Officer Support immediately upon receipt

Borrower(s):

NOTICE TO BORROWER

Thank you for choosing to help you with your credit needs. This Notice is to confirm your understanding of some important facts. **MAKE SURE YOU READ THIS!!!!!!**

1. **WHO WE ARE / WHAT WE CHARGE.** Title Loans ("") is a licensed Credit Services Organization ("CSO"). is not a lender. helps its customers find a lender and apply for a short-term loan with that lender. services include issuing a letter of credit on your behalf. The fee charges for its services is its CSO fee.
2. **YOUR LOAN.** The lender found for you BLUE WATER CAPITAL, LLC ("Lender"). After receiving and approving your application, the Lender has agreed to make you a loan of . This is the amount of the check you will receive. The Lender requires that you provide it a security interest in your motor vehicle as collateral for this loan.
3. **CSO FEE & LIEN FEE.** The Lender has agreed to finance within your loan the amount of the CSO fee, which is and the lien fee, which is . If you finance these fees the principal amount of your loan will be . This principal accrues interest at the rate of per annum until repaid. If you wish, you can pay the CSO fee and lien fee today in cash if you don't wish to finance them
4. **IF YOU DO NOT REPAY YOUR LOAN YOUR MOTOR VEHICLE MAY BE REPOSSESSED.**
5. **THIS IS A COSTLY WAY TO BORROW MONEY. YOU SHOULD CONSIDER WHETHER THERE ARE LESS EXPENSIVE LOANS AVAILABLE TO YOU BEFORE YOU SIGN YOUR LOAN AGREEMENT.**
6. **Your loan has a term of 30 days. YOU SHOULD REPAY IT IN FULL WHEN DUE.** If you choose to refinance your balance (meaning - take out a new loan to pay off the remaining principal) you should first repay as much of your principal as you are able. Doing so will save you money. **YOU WILL HAVE TO PAY A NEW CSO FEE WITH EACH NEW LOAN.**
7. **YOUR LOAN IS NOT INTENDED TO SOLVE LONG-TERM FINANCIAL PROBLEMS. YOUR LOAN SHOULD ONLY BE USED FOR A SHORT-TERM PERIOD.**

By signing below I acknowledge reading the above and fully understanding it. I agree I am taking out my loan for a short period and that I am willing and able to pay the higher cost to receive this loan because it provides me the funds I need in a convenient manner.

BORROWER: _____