Attorney No. 99000

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, ILLINOIS ATTORNEY GENERAL	)	
Plaintiff,	)	2014CH04694 CALENDAR/ROOM 10 TIME 00:00 Injunction
-vs-	)	
	)	**No.**
CMK INVESTMENTS, INC d/b/a ALL CREDIT LENDERS, INC., an Illinois Corporation	)	
Defendant.	)	

FILED - 2014 MAR 18 PM 5:

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
CHANCERY DEPARTMENT

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

NOW COMES the Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and bringing this action for injunctive and other relief against Defendant CMK INVESTMENTS, INC., d/b/a ALL CREDIT LENDERS, INC., an Illinois Corporation.

PUBLIC INTEREST

1. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this action pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(a).

JURISDICTION AND VENUE

2. This action is brought for and on behalf of THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, ATTORNEY GENERAL OF THE STATE OF ILLINOIS, pursuant to the provisions of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*, Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"), 12 USC §5301, *et. seq.*, and her common law authority as Attorney General to represent the People of the State of Illinois.

3. Venue for this action properly lies in Cook County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that some of the transactions out of which this action arose occurred in Cook County.

PARTIES

4. Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, the Attorney General of the State of Illinois, is authorized to enforce the Consumer Fraud Act, 815 ILCS 505/7 and the Dodd-Frank Act, 12 USC §5301, *et. seq.*

5. Defendant CMK INVESTMENTS, INC. d/b/a ALL CREDIT LENDERS, INC., is an Illinois Corporation that was incorporated on November 23, 1999, with its principal place of business located at 2531 Technology Drive, #314, Elgin, Illinois 60124. CMK INVESTMENTS, INC., d/b/a ALL CREDIT LENDERS, INC., is an Illinois licensed lender that offers, sells, markets, promotes, and/or provides payday loans, payday installment loans, lines of credit, revolving credit plans, CILA installment loans, automobile title loans, and retail installment loans to consumers in at least Illinois, South Carolina, and Wisconsin.

6. For purposes of this Complaint, any references to the acts and practices of

Defendant shall mean that such acts and practices are by and through the acts of CMK INVESTMENTS, INC., d/b/a ALL CREDIT LENDERS, INC. and their officers, members, owners, directors, salespersons, representatives, employees or other agents. Defendant CMK INVESTMENTS, INC., d/b/a ALL CREDIT LENDERS, INC., will be referred to as "Defendant" for purposes of this Complaint.

TRADE AND COMMERCE

7. Subsection 1(f) of the Consumer Fraud Act, 815 ILCS 505/1(f), defines "trade" and "commerce" as follows:

> The terms 'trade' and 'commerce' mean the advertising, offering for sale, sale, or distribution of any service and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

8. Defendant was at all times relevant hereto engaged in trade and commerce in the State of Illinois by offering, selling, marketing, promoting, and/or providing financial products or services such as payday loans, payday installment loans, lines of credit, revolving credit plans, CILA installment loans, automobile title loans, and retail installment loans to Illinois consumers.

DEFENDANT'S UNFAIR AND DECEPTIVE BUSINESS PRACTICES

9. Since 1999, Defendant has engaged in the trade or commerce of offering, selling, marketing, promoting and/or providing short-term consumer loan products.

10. Defendant offers, sells, markets, promotes, and/or provides its products from several storefront locations in Illinois, as well as through its website at www.allcreditlenders.net.

History of Illinois' Attempts to Regulate Payday and Payday-like Loans

11. As a result of legislative actions taken over the last eight years, there are four main types of low-dollar, payday-like loans permissible under Illinois law: 1) short-term payday loans; 2) payday installment loans; 3) small consumer loans; and 4) consumer installment loans.

12. Low-dollar, high-cost loans were largely unregulated in Illinois prior to 2005. The vast majority of these loans were offered and sold pursuant to the Consumer Installment Loan Act ("CILA"), 205 ILCS 670/1 *et seq.*

13. In 2005, the Illinois legislature passed the Payday Loan Reform Act to protect consumers against long-term cycles of debt associated with low-dollar, high-cost payday loans.

14. A "payday loan" is generally a loan with a finance charge exceeding an annual percentage rate of 36% and with a term that does not exceed 120 days. 815 ILCS 122/1-10.

15. However, after the enactment of the Payday Loan Reform Act, many lenders continued to offer low-dollar, high-cost loans under CILA, a statute that provided very few consumer protections at the time.

16. For instance, CILA did not set limits on interest rates or restrictions on rollovers – the practice of refinancing an existing loan with a new loan, with the borrower typically incurring additional upfront fees.

17. In 2005, CILA also failed to contain requirements that all loans be fully-amortizing. A fully-amortizing loan means that if a consumer makes timely principal and interest payments, the loan balance will eventually be paid in full. In contrast, a loan that is not fully amortizing means that a borrower may continue to make the required interest payments and never pay off the loan.

18. The lack of these, and other, consumer protections in CILA contributed to an endless cycle of debt for many consumers of low-dollar, high-cost loans.

19. In 2010, the Illinois legislature took further action to protect consumers from the cycle of debt associated with these low-dollar, high-cost loan products by amending CILA.

20. The 2010 amendments to CILA, effective March 21, 2011, included the creation of a new "small consumer loan."

21. CILA defines a "small consumer loan" as "a loan upon which interest is charged at an annual percentage rate exceeding 36% and with an amount financed of $4,000 or less." 205 ILCS 670/15(b)

22. In other words, these are low-dollar, high-cost loans similar to the loans regulated by the Payday Loan Reform Act.

23. "Small consumer loans" must, by law, contain certain protections to limit the debt cycle, including that the loan must be fully-amortizing and payable in equal monthly installments. 205 ILCS 670/15(b)

24. Additionally, CILA protects borrowers of small consumer loans by capping rates at 99%. 205 ILCS 670/17.2

25. A lender licensed under CILA cannot also obtain a license under the Payday Loan Reform Act, and *vice versa*. This limits the debt cycle for Illinois borrowers because it prohibits lenders from flipping borrowers from a CILA small consumer loan into a payday loan or *vice versa*. Therefore, the provisions in each Act – the Payday Loan Reform Act and CILA – protect borrowers from an endless cycle of debt. These provisions also protect borrowers from costs that go above the stated caps.

26. A lender licensed under CILA may also make certain types of loans pursuant to the Illinois Financial Services Development Act ("FSDA"),205 ILCS 670/12(b)(4), a law concerning revolving lines of credit products.

27. At the time the legislature amended CILA in 2010, it also amended the FSDA to cap the interest rate on revolving line of credit products offered by CILA licensees at 36%. 205 ILCS 675/3. The FSDA does not cap the loan amount or term, but keeps the interest rate on the loans capped at 36%.

28. These laws in Illinois create a system that protects borrowers of low-dollar, high-cost loans from an endless cycle of debt and from paying more than a set cap.

Defendant's "Revolving Line of Credit" Product

29. Prior to 2011, Defendant was an Illinois consumer installment lender, licensed under CILA.

30. However, in January 2011, a few months before the effective date of the 2010 changes to CILA and the FSDA, Defendant applied to the Illinois Department of Financial Institutions ("Department") for a license under the Payday Loan Reform Act.

31. In April 2011, the Department granted the Defendant a license under the Payday Loan Reform Act.

32. However, shortly after the payday loan license was granted, Defendant returned the license to the Department.

33. As required by Illinois law, Defendant had to choose to be either a CILA licensee or a payday licensee; it could not be both.

34. Defendant chose to keep its CILA license and make loans pursuant to that license.

35. Instead of offering loans pursuant to the Payday Loan Reform Act, which provides multiple consumer protections aimed at limiting a consumer's cycle of debt, on or around the effective date of the new CILA and FSDA provisions, in March 2011, Defendant introduced a new credit product that Defendant describes in their loan agreements as a "Revolving (open-end) Credit Plan" ("Revolving Credit Plan").

36. Defendant makes these loans as a CILA licensee under the provisions of the FSDA.

37. The Revolving Credit Plan includes two documents: (1) the Revolving Credit Plan Agreement and Disclosure form ("Agreement"); and (2) the Billing Cycle Schedule Dates (First year) form ("Billing Cycle Schedule"). *See* Revolving Credit Plan Documents attached as Exhibit 1.

38. As part of the Agreement, consumers enter into a wage assignment and a voluntary ACH payment agreement in which the payment dates are timed to the consumer's pay periods. *See* Sample Wage Assignment and Sample Voluntarly [sic] Authorization Agreement For Electronic Payments (ACH Debits and Debit Cards) attached as Exhibit 2.

39. The Agreements that consumers enter into are typically written for amounts that range between $100 and $2,000.

Required Account Protection Fee

40. In most, if not all, instances, Defendant's Agreements for the Revolving Credit Plan include a Required Account Protection Fee.

41. In the Agreements in which the disclosed annual percentage rates are 18%, Defendant includes a Required Account Protection Fee of at least $10 for every $50 of the consumer's outstanding balance.

42. In the Agreements in which the disclosed annual percentage rates are 24%, Defendant includes a Required Account Protection Fee of at least $11 or $15 for every $50 of the consumer's outstanding balance.

43. Therefore, a consumer who maintains an outstanding balance of $800.00 must pay Defendant a Required Account Protection Fee of $160 every two weeks in addition to paying any daily interest that has accrued at the disclosed rate of 18%.

44. The Required Account Protection Fee is charged to the consumer's account the day before the consumer's Billing Cycle Schedule Date, which is typically timed to the consumer's pay period.

Defendant's Required Account Protection Fee Is Interest

45. As the name suggests, the *Required* Account Protection Fee is mandatory, and, as such, consumers have no choice but to pay this charge.

46. The Agreement explains the mechanics of the Required Account Protection Fee as follows: "**ACCOUNT PROTECTION FEE:** If you have a balance at the end of the business day preceding your billing cycle date, you will be charged a fee of $10 per $50 such outstanding balance. [sic]"

47. The Agreement continues, in pertinent part, to state that "If you become unemployed due to a lay off or reduction in force ("lay-off") by your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest from

the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months." (*See* Revolving Credit Plan attached as Exhibit 1)

48. Defendant's description of the Required Account Protection Fee in the Agreement deceptively leads consumers to believe that this mandatory fee is an insurance product.

49. In fact, the Required Account Protection Fee is not a credit insurance policy approved by the Illinois Department of Insurance.

50. Further, the Required Account Protection Fee does not indemnify or protect consumers from paying the principal on their Revolving Credit Plan in the event of a job loss.

51. In effect, the Required Account Protection Fee is only a temporary forbearance of the interest and the Required Account Protection Fee itself, limited to a total of 12 months.

52. The cost of this "protection" far exceeds any possible benefit to the consumer.

53. For example, if a consumer carries a principal balance of $100.00 on a loan with an interest rate of 18%, the Required Account Protection Fee is $20 per Billing Cycle Schedule Date, or $40 per month, or $480 per year on the $100 borrowed.

54. If a consumer were to be unemployed for the maximum time that the Required Account Protection Fee covers, a period of 12 months, the interest that would accrue on the $100 loan at 18% interest is $18.00.

55. In this example, the consumer pays $480.00 to forbear $18.00 in interest. The only other payment forborn by the fee is payment of the fee itself.

56. Moreover, because the Required Account Protection Fee is placed on every Revolving Credit Plan, the consumer will pay $480.00 in Required Account Protection Fees

regardless of whether or not the consumer ever becomes unemployed, or even has the *potential* to become unemployed. For example, people who live on a fixed income from government benefits would still be required to pay this fee.

57. The benefit, if any, to the consumer by paying the Required Account Protection Fee is so minimal that no reasonable consumer who understands the risks and costs associated with paying the Required Account Protection Fee would agree to pay the fee.

58. The Required Account Protection Fee is simply an additional charge to the consumer, and one that, like interest, is calculated as a strict percentage of their outstanding principal balance.

59. Thus, contrary to the inferences that Defendant expects consumers to draw by calling this fee a Required *Account Protection* Fee, the fee is nothing more than undisclosed interest.

Defendant's Revolving Line of Credit Product Violates The FSDA

60. By design, the Defendant's revolving line of credit product does not comport with the FSDA's 36% cap on interest for CILA licensees.

61. Defendant originally intended to offer payday loans, evident by their licensure under the Payday Loan Reform Act. Defendant chose to retain its CILA license in order to sell its "revolving line of credit" product under the FSDA without the consumer protections imposed by the Payday Loan Reform Act or the provisions governing small consumer loans under CILA.

62. Because the Required Account Protection Fee is really interest, Defendant misrepresents the true nature of the fee by failing to include it in the disclosed interest rate.

63. Therefore, Defendant's revolving line of credit product violates the 36% FSDA interest rate cap on revolving lines of credit offered by CILA licensees.

64. As a result of offering a product that does not comply with the 36% FSDA cap, Defendant has created a structurally unfair product, designed to be unfair, deceptive or abusive.

65. In reality and in practice, Defendant created this new Agreement and Required Account Protection Fee to evade the FSDA.

Defendant's Misrepresentations About the True Cost of Consumers' Loans

66. In most instances, Defendant discloses in its Agreement with consumers that the rate is only 18%; in some instances the stated rate is 24%.

67. However, Defendant also charges a mandatory Required Account Protection Fee of at least $10 for every $50.00 borrowed.

68. The Required Account Protection Fee is not included in the disclosed interest rate.

69. However, the Required Account Protection Fee is, in fact, interest and as such should be factored into rate.

70. When the Required Account Protection Fee is factored in as interest, as it should be, the interest rate increases exponentially.

71. In some instances, when the Required Account Protection Fee is factored in as interest, as it should be, the interest rate is actually between 350% and 500%.

72. As a result, the disclosed annual percentage rate is misleading.

73. Moreover, the Required Account Protection Fee misleads consumers about the true cost of their loan.

Defendant's Failure To Inform Consumers That They Must Pay More Than The Minimum Payment To Pay Off The Loan.

74. The Billing Cycle Schedule is titled "BILLING CYCLE SCHEDULE DATES (First Year)" at the top of the document and lists payment dates that typically correspond with a consumer's employment pay dates, often every two weeks, for one year.

75. Before consumers make a payment, Defendant directs them to make a payment in person at Defendant's store on each Billing Cycle Schedule date. Defendant either calls the consumer and requests that the consumer come to the store and make a payment on the Billing Cycle Schedule date, or the Defendant tells the consumer their next due date when they make a payment.

76. When consumers ask the Defendant what the payment amount is when they visit Defendant's store, consumers are quoted an amount by Defendant's employees which equals the minimum payment. The minimum payment includes only interest and the Required Account Protection Fee.

77. Defendant does not inform consumers, when providing the consumers' payment amount, that the amount covers only interest and fees.

78. In fact, consumers believe that each payment they make is paying down the principal in addition to the interest, and are not aware of any additional fees.

79. Consumers believe they are paying down the principal, in part because their payment amount is so high due to the addition of the costly Required Account Protection Fee.

80. The Billing Cycle Schedule does not list the amount of each payment or how many payments consumers will be required to make to pay off their loan.

81. Consumers believe that the dates listed in the Billing Cycle Schedule are the

payment due dates on their loans.

82. The form of the Billing Cycle Schedule and the information it provides implies to borrowers that if they make each payment listed on the Billing Cycle Schedule they will have paid their loan off.

83. Consumers believe that if they make each minimum payment on the dates listed in the Billing Cycle Schedule, their loans will be paid in full by the last date listed in the Billing Cycle Schedule.

84. However, the minimum payment amount that Defendant directs consumers to pay does not include any principal, resulting in consumers perpetually making minimum payments to Defendant and never paying off their loans.

Defendant's Required Account Protection Fee Places Consumers in an Endless Cycle of Debt

85. As previously stated, Defendant typically places consumers in a payment plan that schedules payment due dates to match the borrowers' pay periods.

86. When entering into the Agreement, Defendant leads consumers to believe that they are taking out a loan that they will fully repay by the end of the Billing Cycle Schedule that Defendant provides to the consumers.

87. However, even if borrowers make every payment as directed on their Billing Cycle Schedule, their principal balance would not have decreased.

88. Thus, even if consumers make their payments according to Defendant's Billing Cycle Schedule, their loans will not be paid off by the end of the Billing Cycle Schedule provided by Defendant.

89. Indeed, if consumers make only the payments according to Defendant's Billing Cycle Schedule, they will *never* pay off their loans.

90. Only after consumers asked Defendant why their principal balances were not decreasing did Defendant advise consumers that, in order for their principal balance to decrease, consumers need to pay more than the minimum amounts that Defendant instructs them to pay.

91. Moreover, the amount of the Required Account Protection Fee is large enough that, given the size of the payment at the disclosed rate of interest, borrowers are led to believe they are making a payment that reduces principal. At the same time, this misrepresentation makes it impracticable for the consumer to pay any more to actually pay the principal down.

92. In reality and in practice, Defendant created this new Revolving Credit Plan and Required Account Protection Fee in an attempt to evade consumer protections meant to curb the endless cycle of debt associated with rollovers.

93. Defendant's loan product is structurally unfair because of the following features, when taken together: (1) it has a Required Account Protection Fee that is of no benefit to some consumers, or is of no benefit to a consumer in relationship to the cost; (2) it has a Required Account Protection Fee that is really undisclosed interest; (3) it has no pay-off deadline and, in fact, implies that by making all payments on the Billing Cycle Schedule it will be paid off; and at the same time, (4) the Required Account Protection Fee makes it impracticable for borrowers to actually pay off the loan.

94. In summary, the terms of Defendant's loan product requires borrowers to pay a minimum payment, making it appear as though the borrower is paying off the loan, when in fact,

the minimum payment includes an exorbitant and worthless fee, making it difficult for borrowers to actually pay off the loan.

95. As a result, Defendant has designed, created and sold to Illinois consumers a structurally unfair loan product, designed to be unfair, deceptive and abusive in keeping consumers in an endless cycle of debt.

CONSUMER ILLUSTRATIONS

96. The Office of the Attorney General has received complaints from consumers relating to the business practices of Defendant. The unlawful conduct of Defendant is ongoing and continuous. Therefore, any examples of specific consumer experiences are simply illustrations and should not be construed as the only instances in which an Illinois consumer was harmed or could potentially be harmed by Defendant. Plaintiff reserves the right to introduce evidence of other instances of Defendant's unfair or deceptive acts or practices alleged herein, including those pertaining to consumers other than those who have complained to the Office of the Attorney General.

CHERYL WOODEN-WOLF

97. In November of 2012, after hearing about Defendant's services from a friend, Cheryl Wooden-Wolf visited Defendant's retail establishment located in Waukegan, Illinois.

98. At the store, Ms. Wooden-Wolf met with Defendant's agent and inquired about obtaining a loan to assist her with paying her bills.

99. Ms. Wooden-Wolf needed cash quickly to avoid having her electricity shut-off. Therefore, Ms. Wooden-Wolf desired a short-term, fully amortizing loan that she could pay off in a few months.

100. To that end, on November 21, 2012, Ms. Wooden-Wolf entered into a "Revolving Credit Plan Agreement" (hereinafter "Agreement") with Defendant in the amount of Four-Hundred and Fifty Dollars ($450.00). (See Wooden-Wolf Agreement attached as Exhibit 1)

101. When entering into the Agreement with Defendant, Ms. Wooden-Wolf believed she was taking out a loan in which the entire proceeds disbursed to her upon taking out the loan were to be fully repaid through a fully amortizing payment schedule and by a specified end date.

102. When she entered into the Agreement with Defendant, Ms. Wooden-Wolf asked Defendant's agent for the total payment amount she will be required to make to Defendant to pay off her loan balance. In response, Defendant's agent pulled out a calculator. After punching a few entries into the calculator, Defendant's agent told Ms. Wooden-Wolf that her payment amount was One-Hundred and One Dollars to Defendant every two weeks.

103. At the same time that Ms. Wooden-Wolf signed the Agreement with Defendant and was told her bi-weekly payment amount, Defendant provided Ms. Wooden-Wolf with a schedule of billing cycle dates. The dates listed on the schedule began in December of 2012 and the last date on the schedule was November 22, 2013.

104. Based on the schedule of billing dates and payment amount provided by Defendant, Ms. Wooden-Wolf believed that if she paid the payment amount on each date listed in the schedule of billing cycle dates the loan would be paid in full by November 22, 2013, the last date in the schedule.

105. In other words, Ms. Wooden-Wolf believed that the bi-weekly payment amount Defendant told her to pay included principal and interest.

106. Defendant disclosed an annual percentage rate of 24% in Ms. Wooden-Wolf's Agreement.

107. However, Defendant also charged Ms. Wooden-Wolf the Required Account Protection Fee of $11 on every $50 borrowed.

108. Although she signed the Agreement, Defendant failed to explain to Ms. Wooden-Wolf the nature and amount of the Required Account Protection Fee, and how much more it would increase her rate from 24%.

109. Further, when Ms. Wooden-Wolf asked Defendant's agent for the total payment amount she will be required to make to Defendant to pay off her loan balance Defendant failed to explain how her payments will be applied to her loan balance and that the minimum payment amount only included interest, the Required Account Protection Fee, and other miscellaneous fees.

110. Defendant failed to include or disclose the Required Account Protection Fee in the interest rate calculation for Ms. Wooden-Wolf's loan.

111. When the Required Account Protection Fee is properly factored into the interest rate calculation for Ms. Wooden-Wolf's loan, Defendant's revolving line of credit product exceeds the 36% FSDA interest rate cap on revolving lines of credit offered by CILA licensees.

112. In fact, when the Required Account Protection Fee is factored into the interest rate on Ms. Wooden-Wolf's loan, it is over 500% per annum.

113. Defendant called Ms. Wooden-Wolf the morning of each date listed in her schedule of billing cycle dates and asked her to come into the store and make her payment.

114. Every time that Defendant called Ms. Wooden-Wolf and directed her to come in

and make a payment, she went to Defendant's store and made a payment in the amount that they advised her to pay.

115. Each time Ms. Wooden-Wolf made a payment to Defendant, she continued to believe that she was paying principal and interest.

116. However, after making several payments, Ms. Wooden-Wolf discovered that her payments only included interest, the Required Account Protection Fee, and other miscellaneous fees.

117. In fact, after making approximately 4 payments at the direction of Defendant, Ms. Wooden-Wolf discovered that her principal balance had not decreased at all.

118. Ms. Wooden-Wolf paid Defendant approximately $553.50 in February of 2013 to pay off the remaining balance of her loan.

119. Between November 2012 and February 2013, Ms. Wooden-Wolf made payments to Defendant totaling approximately $900.00 on a $450.00 loan that had a disclosed rate of 24%.

120. If Ms. Wooden-Wolf paid only the disclosed rate of 24% on her $450.00 loan, she would have paid $27.00 in interest over 3 months, rather than the additional $323.00 she had to pay because of the Required Account Protection Fee.

LORALTY HARDEN (senior citizen)

121. In November of 2011, Consumer Loralty Harden visited Defendant's retail store located in Machesney Park, Illinois.

122. Ms. Harden met with Defendant's agent and inquired about obtaining a loan to assist her with paying her bills.

123. Ms. Harden entered into a "Revolving Credit Plan Agreement" (hereinafter "Harden 2011 Agreement") with Defendant in the amount of One-Hundred Dollars ($100.00). (See Harden 2011 Agreement attached as Exhibit 3)

124. When entering into the Harden 2011 Agreement with Defendant, Ms. Harden believed she was taking out a loan that could be fully repaid through a fixed payment schedule and by a specified end date.

125. Defendant disclosed an annual percentage rate of 18% in the Harden 2011 Agreement.

126. However, Defendant also charged Ms. Harden the Required Account Protection Fee of $15 on every $50 borrowed.

127. Defendant failed to include the Required Account Protection Fee in the disclosed rate for Ms. Harden's loan.

128. In March or April of 2012, Ms. Harden met with Defendant's agent and inquired about additional funds to assist her with paying her bills.

129. Ms. Harden paid the outstanding balance owed on the 2011 Agreement and received additional funds from Defendant in the amount of One-Hundred Dollars ($100.00).

130. Again, Ms. Harden believed she was entering into an agreement in which the entire proceeds disbursed to her were to be fully repaid through a fixed payment schedule and by a specified end date.

131. From April 2012 to July 2012, at Defendant's direction, Ms. Harden made payments to Defendant.

132. However, in July 2012, after making several payments to Defendant, Ms. Harden discovered that the outstanding balance owed to Defendant was not decreasing at all.

133. Ms. Harden visited Defendant's store and asked Defendant's agent why her outstanding loan balance had not decreased even though she made every payment according to Defendant's payment schedule. Defendant's agent explained to Ms. Harden that her entire payment only covered interest and the Required Account Protection Fee. At no point prior to this time had Defendant explained to Ms. Harden that her payment amount included interest and the Required Account Protection Fee but no principal.

134. Previously unaware of the Required Account Protection Fee, Ms. Harden then asked Defendant's agent why she was being charged the Required Account Protection Fee.

135. Defendant's agent explained that the purpose of the Required Account Protection Fee was to protect the Defendant in case the borrower becomes unemployed and is unable to make payments.

136. Ms. Harden told Defendant's agent that the Required Account Protection Fee would not apply to her because she is retired and receives monthly disability and social security benefits.

137. Ms. Harden further advised Defendant's agent that she filed a consumer complaint with the Illinois Attorney General's Office.

138. Shortly after filing her consumer complaint, Defendant agreed to cease collection on Ms. Harden's loan Agreement if she made a final payment to Defendant in the amount of Fifty-Dollars ($50.00).

139. In January 2013, Ms. Harden paid Defendant Fifty Dollars ($50.00) to pay off the total amount owed to Defendant.

140. Between February 2012 and January 2013, Ms. Harden made payments to Defendant totaling approximately $380.00 on a loan agreement that had a disclosed rate of 18%.

141. When the Required Account Protection Fee is properly factored into the interest rate calculation for Ms. Harden's loan, Defendant's revolving line of credit product exceeds the 36% FSDA interest rate cap on revolving lines of credit offered by CILA licensees.

142. Indeed, when the Required Account Protection Fee charged to Ms. Harden's loan is factored into the interest rate, it is actually over 350% per annum.

143. If Ms. Harden paid only the disclosed rate of 18% on her $100.00 loan, she would have paid $18.00 in interest over 12 months, rather than the additional $360.00 she had to pay because of the Required Account Protection Fee.

CHARISMA FARROW

144. In September of 2011, Consumer Charisma Farrow visited Defendant's retail store located in Elmhurst, Illinois.

145. Ms. Farrow met with Defendant's agent and inquired about obtaining a loan.

146. To that end, Ms. Farrow entered into a "Revolving Credit Plan Agreement" (hereinafter "Farrow 2011 Agreement") with Defendant in the amount of One-Thousand Dollars ($1,000.00). (See Farrow 2011 Agreement attached as Exhibit 4)

147. When entering into the Farrow 2011 Agreement with Defendant, Ms. Farrow believed she was taking out a loan that could be fully repaid through a fixed payment schedule and by a specified end date.

148. Defendant disclosed an annual percentage rate of 18% in the Farrow 2011 Agreement.

149. However, Defendant also charged Ms. Farrow the Required Account Protection Fee of $10 on every $50 borrowed.

150. Defendant failed to include the Required Account Protection Fee in the interest rate calculation for Ms. Farrow's loan.

151. In December 2011, Ms. Farrow met with Defendant's agent and inquired about obtaining another loan to assist her with purchasing Christmas gifts for her daughter.

152. Again, Ms. Farrow sought a short-term loan that she could immediately utilize.

153. To that end, Ms. Farrow received another loan from Defendant in the amount of One-Thousand Dollars ($1,000.00).

154. However, Defendant did not provide Ms. Farrow with a new contract for the loan taken out in December 2011.

155. When entering into both loans with Defendant, Ms. Farrow believed that she was taking out loans in which the entire proceeds disbursed to her upon taking out the loans were to be fully repaid through a fixed payment schedule and by a specified end date.

156. Defendant required Ms. Farrow to make bi-monthly payments to Defendant towards her loan balance.

157. Beginning in December 2011, Ms. Farrow made payments approximately every two weeks to Defendant towards the outstanding balance of her $1,000 loan.

158. However, in February 2012, after making several payments to Defendant, Ms. Farrow discovered that the balance of her $1,000 loan with Defendant was not decreasing.

159. Ms. Farrow asked Defendant's agent why her outstanding loan balance had not decreased at all even though she made every payment on time. Defendant's agent explained to Ms. Farrow that her entire payment only covered interest and the Required Account Protection Fee.

160. Unaware of the Required Account Protection Fee, Ms. Farrow then asked Defendant's agent why she was being charged the Required Account Protection Fee.

161. Defendant's agent was unable to explain the purpose of the Required Account Protection Fee.

162. When the Required Account Protection Fee is properly factored into the interest rate calculation for Ms. Farrow's loan, Defendant's revolving line of credit product exceeds the 36% FSDA interest rate cap on revolving lines of credit offered by CILA licensees.

163. For example, when the Required Account Protection Fee charged to Ms. Farrow's loan is factored into the interest rate, it is actually over 450% per annum.

164. Ms. Farrow stopped making payments to Defendant.

APPLICABLE STATUTES

165. Section 3 of the Illinois Financial Services Development Act provides in relevant part:

> (a) "Financial institution" means any bank with its main office or, after May 31, 1997, a branch in this State, any state or federal savings and loan association or savings bank with its main office or branch in this State, any state or federal credit union with its main office in this State, and any lender licensed under the Consumer Installment Loan Act or the Sales Finance Agency Act; **provided, however, that lenders licensed under the Consumer Installment Loan Act or the Sales Finance Agency Act are prohibited from charging interest in excess of 36% per annum for any extension of credit under this Act.**

205 ILCS 675/3 Emphasis Added.

166. Section of the 10 of the Illinois Financial Services Development Act provides:

A revolving credit plan between a financial institution and a borrower shall be governed by the laws of this State. **All terms, conditions and other provisions of and relating to a plan,** including, without limitation, provisions relating to the method of determining the outstanding unpaid indebtedness on which interest is applied, time periods within which interest charges may be avoided, change in terms, requirements, rights to charge and collect attorneys' fees, court and collection costs and **the computing of periodic interest or charges, shall be and hereby are deemed to be material to the determination of interest applicable to a plan under Illinois law,** Section 85 of the National Bank Act and Sections 521 through 523 of the Depository Institutions Deregulation and Monetary Control Act of 1980. Emphasis added.

205 ILCS 675/10 Emphasis Added.

167. Section 2F of the Consumer Fraud and Deceptive Business Practices Act provides:

Any person who is held in any civil or criminal proceeding to have willfully and materially violated any Illinois statutory provision regulating the extension of credit to borrowers or designed to protect the consumer purchasing merchandise in a credit, as contrasted from a cash, transaction is guilty of an unlawful practice within the meaning of this Act. Nothing in this Section prohibits the prosecution of a person under the statute violated as well as under this Act.

815 ILCS 505/2F

168. Section 2 of the Consumer Fraud and Deceptive Business Practices Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the 'Uniform Deceptive Trade Practices Act', approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2

169. Section 5536(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act provides:

(a) In general
It shall be unlawful for—
(1)any covered person or service provider—

(A)to offer or provide to a consumer any financial product or service not in conformity with Federal consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law; or

(B)to engage in any unfair, deceptive, or abusive act or practice;

12 USC § 5536(a).

170. Section 5481 of the Dodd-Frank Wall Street Reform and Consumer Protection Act provides in relevant part:

(6) Covered person
The term "covered person" means—
(A)any person that engages in offering or providing a consumer financial product or service; and

(B)any affiliate of a person described in subparagraph (A) if such affiliate acts as a service provider to such person.

12 USC § 5481

171. Section 5531 of the Dodd-Frank Wall Street Reform and Consumer Protection Act provide in relevant part:

(d) Abusive
The Bureau shall have no authority under this section to declare an act or practice abusive in connection with the provision of a consumer financial product or service, unless the act or practice—

(1)materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service; or

(2)takes unreasonable advantage of—

(A)a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service;
(B)the inability of the consumer to protect the interests of the consumer in selecting or using a consumer financial product or service; or
(C)the reasonable reliance by the consumer on a covered person to act in the interests of the consumer.

12 USC § 5531

172. Section 5552(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act provide in relevant part:

(a) In general
(1) Action by State
Except as provided in paragraph (2), the attorney general (or the equivalent thereof) of any State may bring a civil action in the name of such State in any district court of the United States in that State or in State court that is located in that State and that has jurisdiction over the defendant, to enforce provisions of this title or regulations issued under this title, and to secure remedies under provisions of this title or remedies otherwise provided under other law. A State regulator may bring a civil action or other appropriate proceeding to enforce the provisions of this title or regulations issued under this title with respect to any entity that is State-chartered, incorporated, licensed, or otherwise authorized to do business under State law (except as provided in paragraph (2)), and to secure remedies under provisions of this title or remedies otherwise provided under other provisions of law with respect to such an entity.

(2) Action by State against national bank or Federal savings association to enforce rules

12 USC § 5552

REMEDIES

173. Section 7 of the Consumer Fraud Act provides:

(a) Whenever the Attorney General or a State's Attorney has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may

bring an action in the name of the People of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.

(b) In addition to the remedies provided herein, the Attorney General or State's Attorney may request and the Court may impose a civil penalty in a sum not to exceed $50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with the intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed $50,000 per violation.

(c) In addition to any other civil penalty provided in this Section, if a person is found by the court to have engaged in any method, act, or practice declared unlawful under this Act, and the violation was committed against a person 65 years of age or older, the court may impose an additional civil penalty not to exceed $10,000 for each violation.

815 ILCS 505/7

174. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides that "[i]n any action brought under the provisions of this Act, the Attorney General is entitled to recover costs of the use of this State."

175. Section 5565(a)(2) of the Dodd Frank Act provides in relevant part:

Relief under this section may include, without limitation--

(A) rescission or reformation of contracts;
(B) refund of moneys or return of real property;
(C) restitution;
(D) disgorgement or compensation for unjust enrichment;
(E) payment of damages or other monetary relief;

(F) public notification regarding the violation, including the costs of notification;
(G) limits on the activities or functions of the person; and
(H) civil money penalties, as set forth more fully in subsection (c).

12 USC § 5565

176. Section 5565(b) of the Dodd Frank Act provides in relevant part:

In any action brought by the Bureau, a State attorney general, or any State regulator to enforce any Federal consumer financial law, the Bureau, the State attorney general, or the State regulator may recover its costs in connection with prosecuting such action if the Bureau, the State attorney general, or the State regulator is the prevailing party in the action.

12 USC § 5565(b)

VIOLATIONS

COUNT I:

CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

177. The People re-allege and incorporate by reference the allegations in Paragraphs 1 to 176.

178. While engaged in trade or commerce, the Defendant has committed unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, by designing, offering and selling a structurally unfair loan product with the following features:

a. A Required Account Protection Fee that is of no benefit to some consumers;

b. A Required Account Protection Fee that is of no benefit to some consumers in relationship to the cost;

c. A purported Required Account Protection Fee that is really undisclosed interest;

d. No pay-off deadline and, in fact, implies that by making all payments on the Billing Cycle Schedule it will be paid off;

e. A Required Account Protection Fee that makes it impracticable for borrowers to actually pay off the loan; and,

f. A Required Account Protection Fee that causes consumers to be placed in an endless cycle of debt.

179. While engaged in trade or commerce, the Defendant has committed unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by:

a. Willfully and materially violating Section 3 of the Illinois Financial Services Development Act, 205 ILCS 675/3, *et. seq.*, pursuant to Section 2F of the Consumer Fraud Act, 815 ILCS 505/2F, by offering and selling a loan product that charges undisclosed interest in excess of the 36% interest rate cap due to the Required Account Protection Fee, which is hereby deemed to be material pursuant to Section 10 of the Illinois Financial Services Development Act, 205 ILCS 675/10;

b. Misrepresenting, with the intent that consumers rely on such misrepresentation, the true cost and nature of the loan product;

c. Misrepresenting, with the intent that consumers rely on such misrepresentation, the true cost and nature of the Required Account Protection Fee;

d. Misrepresenting, with the intent that consumers rely on the misrepresentation, that the Required Account Protection Fee is a separate mandatory fee, when in fact, it is additional interest that must be disclosed as such and, therefore, be included in the interest rate;

e. Misrepresenting, expressly or by implication, with the intent that consumers rely on such misrepresentation, the true annual percentage rate, which should include the Required Account Protection Fee, when in fact the disclosed annual percentage rate does not include the Required Account Protection Fee;

f. Misrepresenting, with the intent that consumers rely on the misrepresentation, that the Required Account Protection Fee has characteristics akin to insurance, when in fact it is not insurance;

g. Misrepresenting, expressly or by implication, with the intent that consumers rely on such misrepresentation, that if consumers pay the amounts they are told to pay, they will pay off their loan, when in fact, those amounts include only interest and fees; and,

h. Misrepresenting, expressly or by implication, with the intent that consumers rely on the misrepresentation, that if consumers make payments as directed by

Defendant on the dates provided in the Billing Cycle Schedule, their loans would be paid in full by the last date on the Billing Cycle Schedule.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this honorable Court enter an Order:

A. Finding that the Defendant has violated section 2 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2, by offering, selling, marketing, promoting, and/or providing revolving lines of credit in the State of Illinois;

B. Finding that the Defendant has willfully and materially violated Section 3 of the Illinois Financial Services Development Act, 205 ILCS 675/3, *et. seq.*, pursuant to Section 2F of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2F;

C. Permanently enjoining the Defendant from offering a product in violation of Section 2;

D. Permanently enjoining the Defendant from engaging in the trade or commerce of offering, selling, marketing, promoting, and/or providing lines of credit and revolving credit plans in the State of Illinois;

E. Declaring that all contracts entered into between the Defendant and Illinois consumers by the use of methods and practices declared unlawful are rescinded and requiring that full restitution be made to said consumers;

F. Assessing a civil penalty in the amount of $50,000 if the court finds the Defendant has engaged in methods, acts or practices declared unlawful by the Act without the intent to defraud, if the Court finds the Defendant has engaged in methods, acts or practices declared unlawful by the Act with the intent to defraud, then assessing a statutory civil penalty of

$50,000, all as provided in Section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7;

G. Assessing an additional civil penalty in the amount of $10,000 per violation of the Consumer Fraud and Deceptive Business Practices Act found by the Court to have been committed by the Defendant against a person 65 years of age and older as provided in Section 7(c) of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(c);

H. Requiring the Defendant to pay all costs for the prosecution and investigation of this action, as provided by section 10 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10; and

I. Providing such other and further equitable relief as justice and equity may require.

COUNT II: DODD FRANK ACT

180. The People reallege and incorporate by reference the allegations in Paragraphs 1 to 179.

181. Defendant is a "covered person" under Section 5481 of the Dodd Frank Act in that Defendant offers or provides a consumer financial product or service to Illinois consumers.

182. Defendant has committed abusive acts or practices unlawful under Section 5531 (d)(2)(A) of the Dodd Frank Act, thereby violating Section 5536(a)(1)(B) of the Dodd Frank Act, by taking unreasonable advantage of a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product, including:

a. That consumers are charged a Required Account Protection Fee on their loan;

b. The true nature and cost of the Required Account Protection Fee;

c. That the Required Account Protection Fee is of no benefit to some consumers;

d. That the Required Account Protection Fee is of no benefit to a consumer in relationship to the cost;

e. That Defendant requires all consumers to pay the Required Account Protection Fee even if some consumers can receive no benefit from the Fee because the consumer has no potential to become unemployed, such as consumers living on a fixed income from government benefits;

f. The true cost of their loan;

g. The fact that the payment amount Defendant directs the consumer to pay will not pay down the principal on the loan;

h. That, if consumers make the payments as directed by Defendant on the dates provided in the Billing Cycle Schedule, their loans will not be paid in full by the last date on the Billing Cycle Schedule; and,

i. That the Required Account Protection Fee that causes consumers to be placed in an endless cycle of debt.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this honorable Court enter an Order:

A. Finding that the Defendant is a covered person within the meaning of Section 5481 of the Dodd Frank Act;

B. Finding that the Defendant violated Section 5531(d)(2)(A) of the Dodd Frank Act by, including but not limited to, the acts and practices alleged in this Complaint;

C. Finding that the Defendant violated Section 5536 of the Dodd Frank Act by, including but not limited to, the acts and practices alleged in this Complaint;

D. Declaring that all contracts entered into between the Defendant and Illinois consumers by the use of methods and practices declared unlawful are rescinded, as provided in Section 5565(a)(2)(A) of the Dodd Frank Act;

E. Requiring that full restitution be made to consumers whose contracts were entered

into by the use of methods and practices declared unlawful, as provided in Section 5565(a)(2)(C) of the Dodd Frank Act;

F. Requiring Defendant to pay disgorgement or compensation for unjust enrichment, as provided in Section 5565(a)(2)(D) of the Dodd Frank Act;

G. Ordering a public notification regarding the violation and requiring Defendant to pay the costs of that notification, as provided in Section 5565(a)(2)(F);

H. Limiting the activities or functions of the Defendant, as provided in Section 5565 (a)(2)(G); and

I. Providing such other and further equitable relief as justice and equity may require.

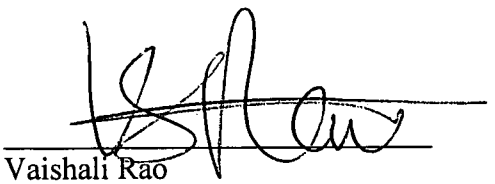
Respectfully Submitted,

THE PEOPLE OF THE STATE OF
ILLINOIS, by LISA MADIGAN
ATTORNEY GENERAL OF ILLINOIS

BY:

Susan Ellis
Bureau Chief
Consumer Fraud Bureau

Sarah Poulimas
Assistant Attorney General
Consumer Fraud Bureau



Vaishali Rao
Assistant Attorney General

Consumer Fraud Bureau

Attorney No. 99000

LISA MADIGAN
Illinois Attorney General

SUSAN ELLIS, Chief, Consumer Fraud Bureau

SARAH POULIMAS, Assistant Attorney General
VAISHALI RAO, Assistant Attorney General
Consumer Fraud Bureau
100 W. Randolph Street, 12th floor
Chicago, IL 60601
312-814-3000

REVOLVING CREDIT PLAN AGREEMENT AND DISCLOSURE

In this Revolving Credit Plan Agreement (the "Agreement") the words "you", "your" and "I" mean the borrower who has physically or electronically signed it. The words "we", "us" and "our" mean CMK INVESTMENTS, INC. dba ALL CREDIT LENDERS ("Lender"), a licensed lender regulated by the Illinois Department of Financial Institutions and offering this product pursuant to the Illinois Financial Services Development Act (205 ILCS 675). "Account" means your Revolving Credit Plan account with the LENDER.

Credit Limit: $450.00 Account Agreement Date: 11/21/12 Customer No: [redacted]

LENDER:	BORROWER:
Name: ALL CREDIT LENDERS	Name: CHERYL WOODEN-WOLF
Address: 474 N. GREENBAY RD, WAUKEGAN, IL 60085	Address: [redacted]
Phone: 847-360-1698	SSN [redacted]
Fax: 847-360-1389	Email: NA
Email Address: info@cp.allcreditlenders.net	PH. No. for SMS (Text): [redacted]
Website: www.allcreditlenders.net	PH. No. Other: [redacted]

COPY

Please read this document in its entirety to understand how your revolving credit plan works. If you have any questions, contact customer service at Lender's phone number listed at the top of this Agreement.

REVOLVING CREDIT PLAN: This Revolving Credit Plan is a flexible loan designed for you to take advances; pay back amounts owed and take advances advances again all without having to establish a new revolving credit plan. This Revolving (open-end) Credit Plan account has been approved in the amount stated above to allow you to take cash advances ("Advance(s)"), in such amounts as you from time to time request up to the established Credit Limit.

Interest Rates and Interest Charges

APR for Advances	**24.00%**

Fees

Paper Billing Statement Fee	$2.50 per paper statement
Other Fees Required Account Protection Fee	$11 per $50 of your outstanding balance pro-rated at the end of business day preceding your billing cycle date.
Penalty Fees Late Fee	If a payment is more than 10 days late, you may be charged 5.00% of the unpaid portion of the payment or $10.00 whichever is greater, up to $50 maximum late payment.
NSF, Returned ACH or Debit Charge	You agree to pay to LENDER the amount of $25.00 if the ACH or debit card with which you make your payment is refused.

HOW WE WILL CALCULATE YOUR BALANCE: We figure the interest charge on your account by applying the periodic rate (the Annual Percents Rate of Interest ("APR") reference above divided by 365) to the "daily balance" of your account for each day in the billing cycle. To get the "daily balan we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balanc

REQUIRED ACCOUNT PROTECTION FEE: If you have a balance at the end of the business day preceding your billing cycle date, you will charged a fee of $11 per $50 such outstanding balance. If you become unemployed due to a lay-off or reduction in force ('lay-off') by your employer, the period of time you are unemployed, you will not be charged the account protection fee or interest from the date that you provide written confirmat of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months. To be eligible to receive suspension of payment under the account protection provision, you must pay all past due and current billing statement charges including minim payment due for the current billing statement which will be due on the next payment due date. If your account is past due or you don't make y minimum payment for the charges due on your current billing statement by the due date, your account will continue to accrue interest and be charged the fees due until you pay all past due and current billing statement amounts. When you become either employed again or the 12 consecutive mo period expires, i) interest will accrue in accordance with the terms of this agreement starting from the new employment date and, ii) you will be charg an account protection fee if you have a balance at the end of the business day preceding your next billing cycle date as set forth in this agreement. Y must provide monthly verification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify lender within 7 days of the date you become employed and provide the name and address of your employer. If you fail to notify the lender of y subsequent employment at any time, lender will charge the account protection fee and interest from the date you became employed as set forth in t agreement and you will receive a billing statement reflecting such charges. If your loan was approved based upon your receipt of retirement or so security payments and your retirement or social security payments are suspended, lender will suspend your interest payments and account protect fee for the period of such suspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide suffici verification of your unemployment status or suspension of retirement or social security benefits, lender reserves the right to assess the acco protection fee and interest from the date such charges were suspended.

[redacted] **PLEASE INITIAL TO ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE PARAGRAPH ENTITLI REQUIRED ACCOUNT PROTECTION FEE**

ANNUAL CREDIT REVIEW: As an additional benefit for the payment of the Required Account Protection Fee, at Customer's request, Lender review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information.

PAPER BILLING STATEMENT FEE: We encourage the use of paperless electronic statement as a measure to help protect the environment. If sign up to receive electronic statements with us, we will not charge the Paper Billing Statement Fee.

EXHIBIT 1

[illegible] information on your rights to dispute a transaction and how to exercise those rights is provided in your Agreement.

HOW WE CALCULATE YOUR MINIMUM PAYMENT. We take the outstanding daily balance at the end of each day and multiply it by the daily periodic rate (APR divided by 365). We then add each day's charges for the billing cycle to determine your total interest charged for that billing cycle. We then add the fees if any. If you have a balance at the end of the business day preceding your billing cycle date, you will be charged an account protection fee of $11 per $50 such outstanding balance. If you elect paper billing a fee of $2.50 will be added. Your total minimum payment will be the total interest charged for the billing cycle plus the Account Protection Fee and paper billing fee if any. **PLEASE NOTE: if you only pay your minimum payment, you will not pay down your principal balance.**

How to pay down your principal balance. You can pay down your principal balance at any time however you must pay charges, fees and interest before your payment will be applied toward reducing your principal balance. Here are some options to pay down your principal: i) You can make a payment before your first billing cycle date. ii) You can make a payment that is more than the amount on your billing statement and you pay prior to the next billing cycle date. iii) Pay more than twice the amount of a minimum payment on any given date.

PLEASE INITIAL AT THE END OF THE FOLLOWING PARAGRAPHS TO ACKNOWLEDGE YOUR CONSENT OF: COPY

1. **ELECTRONIC FUNDS TRANSFER AUTHORIZATION AND NOTICE TO BORROWERS:** If you enter into a Voluntary Electronic Payment Authorization with us, your bank account will be automatically debited for payment amounts according to your billing statement or any other amounts due pursuant to the Agreement on the due date(s). You acknowledge and understand that we offer this service as a convenience to you, and that this loan is not conditioned upon you entering into a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement").

2. **CREDIT/DEBIT CARD AUTHORIZATION:** If you voluntarily choose to provide us with your credit / debit number or account, by signing this document below, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to us for such purpose. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be faxed to Lender's fax number or emailed to Lender's email address above. If you choose to cancel this authorization, please provide another mutually acceptable payment method.

3. **CONSENT TO ELECTRONIC AND TELEPHONE COMMUNICATIONS:** The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (the "Consent"). By this Agreement, you agree that any notices we are required to make to you may be delivered to you electronically. You agree that any notices we are required to make to you may be delivered to you electronically. You expressly consent to the Company contacting you at any phone number listed on your application or contract, including home address or email address provided on this document, updated by you or provided by your references in the future, or ascertained by Company through its resources. You acknowledge and agree to the following terms and conditions of this Consent and that you have received a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the Application, change- in- term notices, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, provided at the top of this agreement, or by sending it to you by email.
- You may obtain a copy of any Communication by contacting us at Lender's email provided at the top of this agreement or by calling us at Lender's phone number provided at the top of this agreement. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
- You agree to provide us with your current email address for notices at the email address or phone number indicated at the top of this agreement. I your email address, telephone number(s), or residences address changes, you must send us a notice of the new address/telephone number(s) by writing to us or sending us an email, at least five (5) days before the change.
- In order to receive electronic communications, you will need a working connection to the Internet and an email account. . Your browser must suppor the Secure Sockets Layer (SSL) protocol. You must have a printer or sufficient hard drive space available to save the information. If you have a questior about your browser and the SSL protocol, please contact your Internet Service Provider or a qualified information technology service provider.
- We may amend (add to, delete or change) the term of this Consent by providing you with advance notice.

4. **SMS (TEXT MESSAGING) STATEMENT NOTIFICATIONS DISCLOSURE:** This SMS Statement Notifications Disclosure ("Disclosure") applies to your account with the Lender if you have elected to receive Short Message Service (SMS) messages.

As used in this Disclosure, "SMS Statement Notifications" means any SMS (text message) communications from us to you pertaining to you Agreement, including but not limited to payment information, account information, due dates, delinquent accounts, program updates, promotions coupons and other marketing messages.

1. How To Unsubscribe: You may withdraw your consent to receive SMS Statement Notifications by calling us at Lender's phone number provided at the top of this agreement. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal o your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.

2. To request additional information regarding text messaging call us at the Lender's phone number provided at the top of this agreement.

3. The services are available on all major carriers. Additional carriers are added as they become available.

4. In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have: (1) a SMS- capable mobile phone, (2 an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.

5. All SMS Statement Notifications in electronic format from us to you will be considered "in writing".

6. There is no service fee for SMS Statement Notifications but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Other charges may apply. Such charges may include those from your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account settings.

7. Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement. SMS Statement Notifications are provided for your convenience only.
Receipt of each SMS Statement may be delayed or impacted by factor(s) pertaining to your communications service provider(s). We will not be liable for losses or damages arising from any disclosure of account information to third parties, non- delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the SMS Statement Notifications sent by us.

8. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO i) VOLUNTARY ELECTRONIC PAYMENT AUTHORIZATION, ii) CREDIT/DEBIT CARD AUTHORIZATION, iii) CONSENT TO ELECTRONIC COMMUNICATIONS and iv) SMS (TEXT MESSAGING) STATEMENT NOTIFICATIONS DISCLOSURE:

COPY

[redacted] **[BORROWER TO INITIAL HERE]**

SECURITY: Your wage assignment is security for this loan. If you provide a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement"), then the ACH Agreement is a security for this loan. Pursuant to Comment 2(a)(25) of the Official Staff Commentary to Regulation Z §226.2, we have disclosed to you that our interest in the ACH Agreement is a security interest for federal Truth-in-Lending purposes only. **However, this disclosure is not intended to create a security interest under Illinois law and shall not be construed or used as evidence of an admission by the Lender.**

SUMMARY OF KEY FEATURES:

- This Agreement is a revolving credit plan that allows eligible customers to receive cash advances under this Agreement and pay back amounts owed.
- Any funds you receive from the Lender are "Advances". These Advances will be provided in cash at a Lender's store location or deposited via electronic fund transfer into your designated bank account.
- Borrowers must have a regular source of income to be eligible for approval under this Agreement and your Credit Limit may be increased or lowered (potentially to $0) at our sole discretion, in accordance with applicable law.
- Borrowers may provide one or more Bank Accounts to receive or pay back funds.
- Funds may be disbursed to you in cash and/or to an account you designate via an ACH transaction or other comparable fund deposit method usually the same day or next business day.
- Billing Statements will be generated for each Billing Cycle. (*See Schedule of Billing Cycle Dates*)
- The Payment Due Date will be the date payment is due according to your Billing Statement and will be determined in accordance with applicable law
- On or before the Due Date, you may pay back your balance due pursuant to this Agreement in full or make a minimum payment according to your billing statement.
- For your convenience, you may schedule a full or partial payment any time prior to the Payment Due Date.
- If eligible, you may borrow an initial advance of an amount between $100 and your available Credit Limit, and subsequent advances of amounts between $50 and your available Credit Limit in increments of $50.
- You will incur interest at the APR rate stated above for any cash Advances on a daily basis.
- If you have a balance at the end of the business day preceding your billing cycle date, you will be charged a fee of $11 per $50 such outstanding balance. If you become unemployed due to a lay-off or reduction in force ('lay-off') by your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest from the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months. To be eligible to receive the suspension of payment under the Account Protection provision, you must pay all past due and current billing statement charges including minimum payment due for the current Billing Statement which will be due on the next Payment Due Date. If your account is past due or you don't make your minimum payment for the charges due on your current billing statement by the Due Date, your account will continue to accrue interest and be charged all the fees due until you pay all past due and current Billing Statement amounts. When you become either employed again or the 12 consecutive month period expires, i) interest will accrue in accordance with the terms of this Agreement starting from the new employment date and, ii) you will be charged an Account Protection Fee if you have a balance at the end of the business day preceding your next billing cycle date as set forth in this Agreement. You must provide monthly verification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify the Lender within 7 days of the date you become employed and provide the name and address of your employer. If you fail to notify the Lender of your subsequent employment at any time, Lender will charge the Account Protection Fee and interest from the date you became employed as set forth in this Agreement and you will receive a Billing Statement reflecting such charges. If your loan was approved based upon your receipt of retirement or social security payments and your retirement or social security payments are suspended, Lender will suspend your interest payments and Account Protection Fee for the period of such suspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide sufficient verification of your unemployment status or suspension of retirement or social security benefits, Lender reserves the right to assess the Account Protection Fee and interest from the date such charges were suspended. **ANNUAL CREDIT REVIEW:** As an additional benefit for the payment of the Required Account Protection Fee, at Customer's request, Lender will review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information provided. **GRACE PERIOD:** We will begin charging interest on Advances on the transaction date. There is no grace period.

PAYMENTS: All payments will be applied first to interest, then to fees or charges due to us, and then to principal.

LATE PAYMENT: If a payment is more than 10 days late, you may be charged 5.00% of the unpaid portion of the payment or $10.00 whichever is greater, up to $50 maximum late payment.

NSF, RETURNED ACH or DEBIT CHARGE FEE: You agree to pay to LENDER the amount of $25.00 if the ACH or debit card with which you make your payment is refused or returned for not sufficient funds.

ACCEPTANCE: Upon approval by the Lender, your Revolving Credit Plan will become effective when you request an advance. Use of your Revolving Credit Plan account constitutes your acknowledgement of having received a copy of this Agreement and your acceptance of its terms. Access to funds is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement. All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, as described below.

CREDIT LIMIT INQUIRIES: You can obtain your current amount of credit available by: (a) visiting a physical location of the Lender; (b) calling Lender's Customer Support at Lender's phone number provided at the top of this agreement; or (c) writing Lender's Customer Support at Lender's address located at the top of this agreement. Your Credit Limit is the maximum amount that you may borrow under your Revolving Credit Plan. Your Credit Limit is assigned by us and is the amount located on the top left corner of this Agreement. This Credit Limit is subject to modification based upon changes in your Bank Account status and/or underwriting eligibility including but not limited to our assessment of your ability to repay. We reserve the right, at any time, and upon notice as required by applicable law, to adjust your Credit Limit based on your use of your Revolving Credit Plan, management of funds in your Bank Account(s) and other factors, at our sole discretion. We may reduce your Credit Limit to $0. We reserve the right to review your credit status at any time and other credit information we believe to be relevant. We may modify or cancel your Credit Limit at any time in accordance with applicable law, based on this information.

You may request an advance multiple times per Billing Cycle; however, your total outstanding principal balance may not exceed **YOUR CREDIT LIMIT.**

You promise to pay us the total of all outstanding funds along with all interest and fees as described in this Agreement. To the extent permitted by applicable law, you also promise to pay all costs and fees, including but not limited to court costs and reasonable attorneys' fees, which we incur in collection or enforcement of the Agreement.

You are encouraged to pay your outstanding principal balance in full before the Payment Due Date as specified in your Billing Statement. You also may make payments toward your balance at any time without penalty. However, you may elect to make only a minimum payment, which will be provided to you via your billing statement. If you elect to make only the minimum payment, you understand that interest will continue to accrue and any applicable fees will continue to be charged and it will take longer to pay your balance in full. Payments received by 5:00pm, CST on the date due will be considered timely payments.

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The following information is designed to help you understand how your credit line works:

EXAMPLE: $500 Credit Limit, $200 initial advance
If you opened up a Revolving Credit Plan under this Agreement for $500 and received an initial advance of $200, you would begin to accrue interest charges at the daily periodic rate as defined above on your $200 principal balance. If the APR is 24%, the periodic rate is approximately $0.13 per day. Also, if you have any outstanding principal balance at the end of the business day preceding your billing cycle date, you will be charged a fee of $11 per $50 prorated. In this example, if you receive your initial advance of $200 on Day 1 and your billing cycle is 14 days, if you have a $200 principal balance at the end of business on day 13, you will be charged a fee of $44. If you have a principal balance at the end of the business day preceding the subsequent billing cycle dates, you will be charged this fee again and each time thereafter.

You will only accrue interest on your $200 outstanding balance NOT on your entire credit limit of $500. If you choose to request an advance of the additional $300 available to you, at that time, you will begin to accrue interest charges and the charged Account Protection Fee on the full principal balance of $500. You can pay off this loan at any time.

BILLING CYCLE: Your billing cycle dates are listed in a separate schedule. See Billing Cycle Dates Statement attached. The length of your first billing cycles may be shorter or longer than your subsequent billing cycles. The length of all subsequent billing cycles will be no less than 14 days. Your billing cycle will also be outlined in your Billing Statements we send you.

BILLING STATEMENTS: You will receive a Billing Statement at the end of each Billing Cycle of which your account has a debit or credit balance of more than $1.00 or on which a finance charge has been imposed. The Billing Statement will be sent to you electronically, or by mail reflecting, among other things, advances, interest, fees, payments made, other credits, balances that are past due, your previous balance, and your new balance. We will **not treat any minimum payment due as late until at least a minimum of 14 days after the date we mailed or electronically sent your previous billing statement.** In addition, we will provide you from time to time with any other disclosures or information required by applicable law including without limitation, the Federal Truth in Lending Act, Regulation Z, and/or by this Agreement. You may choose not to receive your statements electronically.

BANKRUPTCY: You certify to us 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.

CONSUMER REPORTS: You authorize us to obtain consumer reports and data about you.

NOTICE OF FURNISHING OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

TERMINATION: You may choose to terminate your Account at any time by calling Customer Support at the Lender's phone number provided at the top of this agreement or sending your request to terminate in writing via certified mail to Lender's address provided at the top of this agreement. Should you choose to exercise this right the total balance owed (including principal, interest and all charged fees) will be due and payable in full at the end of the next billing cycle immediately following our receipt of your notice of termination. You will continue to accrue interest and be charged fees until your outstanding balance including accrued interest and charged fees are paid in full.

PREPAYMENT: You can prepay your obligations in part or in full before the Payment Due Date <u>without penalty</u> by contacting us at Lender's phone number provided at the top of this agreement, by sending us a fax to Lender's fax number provided at the top of this agreement or sending an email to Lender's email address provided at the top of this agreement informing us that you want to make a prepayment and giving us authorization to effect an electronic debit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to interest, then to fees and then to principal. Please be advised that by paying your outstanding principal balance off early you will be entitled to a rebate of the unearned portion of your interest.

... at any time if: (a) you fail to comply with the terms of this Agreement, including you repayment obligation; (b) we discover that any information you have provided to us is false or misleading in any material respect; (c) you have exceeded the limitations regarding the usage of your Account as set forth in this Agreement; (d) you fail to make a payment by the Payment Due Date or you payment is returned to us unpaid for any reason, however we will not treat any minimum payment due as late until at least a minimum of 14 days after the date we mailed or electronically sent your previous billing statement.; (e) you have not provided us with information we may request from time to time to satisfy our obligations to comply with the federal, state or other statutes or regulations that apply to us; (f) any of the following things occur: the commencement of a case under the Federal Bankruptcy Laws by or against you as a debtor. In the event of default, we may suspend or terminate you right to request additional advances on your account and require you to repay at once the entire amount outstanding on your account, including applicable fees.

Upon the occurrence of any event of default, any current or future funds available in your Bank Account(s) may be applied towards the repayment of any amounts past due and owed under this Agreement. In connection with the servicing or repayment of your account, you hereby authorize us to contact you including the use of an auto-dialer, or prerecorded message, at any phone numbers you have provided, including mobile phone number, or address we have for you in our records or from other public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you.

Our Right to Contact you: We reserve the right to contact you regarding your account status and changes to privacy policy or any other policies c agreements relevant to you and/or your loan.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

COPY

If you think there is an error on your statement, write to us at the Lender's address above.

You may also contact us via email at the Lender's email address provided at the top of this agreement; In your letter, give us the followin information: i) *Account information: ii)* Your name and account number, iii) *Dollar amount:* The dollar amount of the suspected error., iv) *Descriptio of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us: i) Within 60 days after the error appeared on your statement; ii) At least 3 business days before an automated payment scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potenti errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things: (1) Within 30 days of receiving your letter, we must tell you that we received your letter. W will also tell you if we have already corrected the error and (2) Within 90 days of receiving your letter, we must either correct the error or explain you why we believe the bill is correct.

While we investigate whether or not there has been an error: i) We cannot try to collect the amount in question, or report you as delinquent that amount; (ii) the charge in question may remain on your statement, and we may continue to charge you interest on that amount, (iii) While you not have to pay the amount in question, you are responsible for the remainder of your balance. (iv) we can apply any unpaid amount against yo account.

After we finish our investigation, one of two things will happen: i) *If we made a mistake:* You will not have to pay the amount in question or a interest or other fees related to that amount, and ii) *If we do not believe there was a mistake:* You will have to pay the amount in question, along wi applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of t rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

SEVERABILITY: If the provisions of this Contract or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstanc is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Contract shall be constituted as such part were never included herein and shall not in any way be affected or impaired thereby.

GOVERNING LAW: The laws of the State of Illinois govern this Loan Agreement, except that Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA") governs the arbitration provision. 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 the 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 a opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal tha court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarel overturns an arbitrator's decision. We have a policy of arbitrating all disputes with customers which cannot be resolved in a small claims tribuna including the scope and validity of this Arbitration Provision and any right you may have to participate in an alleged class action. **THEREFORE, YO ACKNOWLEDGE AND AGREE AS FOLLOWS:**

For purposes of this Waiver of Jury Trial and Arbitration Provision, the words "dispute" and "disputes" are given the broadest possible meaning an include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provisio 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 claim disputes or controversies, arising from or relating directly or indirectly to the Loan Agreement, the information you gave us before entering into th Agreement, including the customer information 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 violatio 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 su we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholder governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims f 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 priva attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parti (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or relat third parties of any non-public personal information about you.

COPY

1. You acknowledge and agree that by entering into this Arbitration Provision:
(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIR PARTIES;
(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGE AGAINST US OR RELATED THIRD PARTIES; and
(c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHE REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINS US AND/OR RELATED THIRD PARTIES.

2. Except as provided in Paragraph 5 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHE REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

3. 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 arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who deman arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitrati Association (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com. The parties may also agree to select an arbitra who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitrati association, and arbitrate in accordance with such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail retu receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you ha 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 writing by certified mail return receipt requested of your decision to select an arbitration organization. If you fail to notify us, then we have the right select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Provision, including the limitations the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

4. Regardless of who demands arbitration, at your request we will pay your portion of the arbitration expenses, including the filing, administrati hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, a shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence. The arbitrator may deci 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. conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or award in your favor resolving the dispute, we will reimburse you for any Arbitration Fees you have previously paid. At the timely request of any party, t arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

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

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

7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding up and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if y obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, termination, amendment, expirat or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of t Arbitration Provision is held invalid, the remainder shall remain in effect.

... You may unable to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do n wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of your loan at the Lende address provided at the top of this agreement. Your written notice must include your name, address, account number or social security number and statement that you wish to opt out of this Arbitration Provision.

Please note that this Loan Agreement contains a binding arbitration provision. You also warrant that you are not a debtor under any proceedi in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that yo have read, understand, and agree to all of the terms of this Loan Agreement, including the "Waiver of Jury Trial and Arbitration Provision".**

PRIVACY POLICY: See Privacy Policy incorporated herein. We reserve the right to contact you regarding your account status and changes to, priva policy, or any other policies or agreements relevant to you and/or your Account. We reserve the right to change this policy at any time by notifying yo of the existence and location of the new or revised privacy policy or by posting the changes online at our website.

By signing this Agreement, Borrower acknowledges that he/she has/have read, understand(s), that thi Agreement was completed prior to signing and that Borrower has received an executed copy of the Agreement i English and in the language in which the Agreement was negotiated. Borrower has received a completed copy o this agreement and has all disclosure information. This Agreement constitutes the entire Agreement between th parties and no representations, warranties, promises whether oral or implied have been made by either party.

[redacted]
Borrower

11/21/12
Date

Lender:
By: It's Authorized Representative

11-21-12
Date

COPY

IL RCP

[redacted]

BILLING CYCLE SCHEDULE DATES (First year)

Customer: CHERYL WOODEN-WOLF
Account No: [redacted]

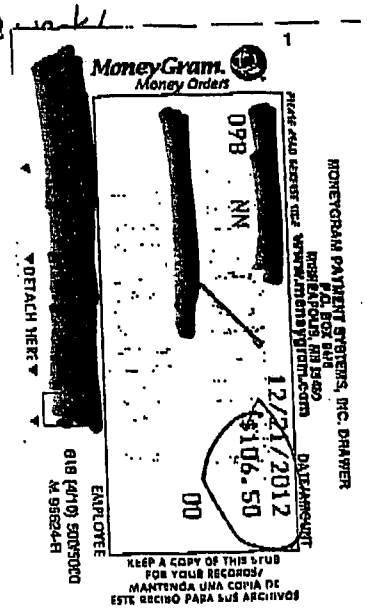
Store#: WK ALL CREDIT LENDERS
Credit Limit: $450.00

Your first Billing Cycle Date will be on 12/07/12 and the remaining first year billing cycle dates will be as follows:

	--Date--	--Date--	--Date--	--Date--	--Date--
Paid	1 12/[redacted]	6 03/01/13	11 05/10/13	16 07/19/13	21 09/27/13
Paid	2 01/[redacted]	7 03/15/13	12 05/24/13	17 08/02/13	22 10/11/13
	3 01/18/13	8 03/29/13	13 06/07/13	18 08/16/13	23 10/25/13
	4 02/01/13	9 04/12/13	14 06/21/13	19 08/30/13	24 11/08/13
	5 02/15/13	10 04/26/13	15 07/05/13	20 09/13/13	25 11/22/13

~~101.80~~ 106.50 every 2 weeks

Borrower Signature: [redacted] Date: 12/12/12



WAGE ASSIGNMENT

Assignor (Employee/Borrower) Name and Address: [redacted]

Assignor Social Security Number: [redacted]
Employer Name and Address: [redacted]

Account No: [redacted]
Annual Percentage Rate: 18.00 %

Date of Agreement: 09/02/11
Credit Limit: $1000.00

First Year Payment Dates:

--Date--	--Date--	--Date--	--Date--	--Date--
09/29/11	12/22/11	03/15/12	06/07/12	08/30/12
10/13/11	01/05/12	03/29/12	06/21/12	09/13/12
10/27/11	01/19/12	04/12/12	07/05/12	
11/10/11	02/02/12	04/26/12	07/19/12	
11/24/11	02/16/12	05/10/12	08/02/12	

This Wage Assignment is being executed by me ("Assignor") to secure the above-referenced loan given to me by ALL CREDIT LENDERS ("Assignee"). If, 40 days after any payment due date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Illinois Wage Assignment Act 740 ILCS 1701.01 et seq., to collect the amount due from my present employer or a future employer.

The maximum wages, salary, commissions and bonuses that may be collected by Assignee hereon for any work week shall not exceed the lesser of (1) 15 % of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206(1)(1) of Title 29, U.S.C., as amended, in effect at the time the amounts are payable. The term "disposable earnings" means: that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

I hereby authorize, empower and direct my employer to pay to Assignee any and all monies due or to become due me hereon, authorize Assignee to receive the same, and release and discharge employer from liability to me on account of monies paid in accordance herein. No copy of the Wage Assignment shall be served on employer except in conformity with applicable law.

I acknowledge receipt of an exact copy of this Wage Assignment.

WAGE ASSIGNMENT

[redacted]

ASSIGNOR:
(Assignor has received an exact copy of this Wage Assignment)

WITNESS:

Date: 9/2/11

EXHIBIT
2

RCPIL 0311

VOLUNTARLY AUTHORIZATION AGREEMENT FOR ELECTRONIC PAYMENTS (ACH DEBITS AND DEBIT CARDS)

I, CHARISMA FARROW, authorize CMK INVESTMENTS, INC., hereinafter called the COMPANY, to initiate debit entries to any account that I place on file with the COMPANY or indicated at the designated depository financial institution below, hereinafter called DEPOSITORY, for the payment amounts reflected on my periodic Billing Statement on the date they are due as listed in the box below until all payments have been made. I choose the convenience of having my payments under the Agreement made automatically from my account. I acknowledge that this Authorization is not a condition of the loan. I agree to notify COMPANY in writing of any changes in my account information in reasonable time prior to the next due date of the debit authorized by this form.

First Year Payment Dates:

--Date--	--Date--	--Date--	--Date--	--Date--
09/29/11	12/22/11	03/15/12	06/07/12	08/30/12
10/13/11	01/05/12	03/29/12	06/21/12	09/13/12
10/27/11	01/19/12	04/12/12	07/05/12	
11/10/11	02/02/12	04/26/12	07/19/12	
11/24/11	02/16/12	05/10/12	08/02/12	

BANK ACCOUNT INFORMATION

Bank Name: [redacted]

Checking Account Number: [redacted]

Savings Account Number: [redacted]

Routing Number [redacted]

DEBIT CARD INFORMATION

Type of Debit Card: [redacted]

Name on Debit Card: CHARISMA FARROW

Card Number: [redacted]

Expiration Date: [redacted]

Debit Card Billing Zip Code: [redacted]

This authorization is to remain in full force and effect until COMPANY has received written notification from me of its termination in reasonable time prior to the next due date of the debit authorized by this VOLUNTARY AUTHORIZATION AGREEMENT FOR ELECTRONIC PAYMENTS(AGREEMENT)

1. I guarantee and warrant that I am the legal debit cardholder/duly authorized check signer on the above account(s), and that I am legally authorized to enter into this AGREEMENT.
2. I agree to notify COMPANY of all changes to my account(s), including termination of authority.
3. I acknowledge that I have entered into a Loan Agreement as of today's date. I hereby authorize the COMPANY to withdraw the amounts due as set forth in the Loan Agreement due from my account.
4. I agree that all notifications including notices of account termination or account changes must be in writing and submitted to COMPANY in a reasonable time in advance of the next debit. For notification purposes, all notices of termination or account changes must be sent as certified mail to COMPANY at CMK INVESTMENTS, INC., PO BOX 250, GILBERTS, IL 60136

I understand that I have the right to revoke this Agreement at any time by sending written notice to the Company.

Customer Name: CHARISMA FARROW Account No: [redacted]

Signature: [redacted] Date: 9/2/11

RCPIL 03/11

REVOLVING CREDIT PLAN AGREEMENT AND DISCLOSURE

n this Revolving Credit Plan Agreement (the "Agreement") the words "you", "your" and "I" mean the borrower who has physically or electronically signed . The words "we", "us" and "our" mean CMK INVESTMENTS, INC. dba ALL CREDIT LENDERS ("Lender"), a licensed lender regulated by the Illinois)epartment of Financial Institutions and offering this product pursuant to the Illinois Financial Services Development Act (205 ILCS 675). "Account" neans your Revolving Credit Plan account with the LENDER.

COPY

Limit: $100.00 Account Agreement Date: 11/04/11 Customer No: [redacted]

LENDER:	BORROWER:
Name: ALL CREDIT LENDERS	Name: LORALTY HARDEN
Address: 7914 N. 2ND STREET, MACHESNEY PARK, IL	Address: [redacted]
Phone: 815-637-7600	SSN: [redacted]
Fax: 815-637-7635	Email: NA
Email Address: info@cp.allcreditlenders.net	PH. No. for SMS (Text): [redacted]
Website: www.allcreditlenders.net	PH. No. Othe [redacted]

'lease read this document in its entirety to understand how your revolving credit plan works. If you have any questions, contact customer service at ender's phone number listed at the top of this Agreement.

EVOLVING CREDIT PLAN: This Revolving Credit Plan is a flexible loan designed for you to take advances; pay back amounts owed and take advances gain all without having to establish a new revolving credit plan. This Revolving (open-end) Credit Plan account has been approved in the amount stated bove to allow you to take cash advances ("Advance(s)"), in such amounts as you from time to time request up to the established Credit Limit.

Interest Rates and Interest Charges

APR for Advances	18.00%

Fees

Paper Billing Statement Fee	$2.50 per paper statement
Other Fees Required Account Protection Fee	$15 per $50 of your outstanding balance at the end of business day preceding your billing cycle date.

OW WE WILL CALCULATE YOUR BALANCE: We figure the interest charge on your account by applying the periodic rate (APR divided by 365) to the laily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add [redacted] ces, and subtract any payments or credits. This gives us the daily balance.

[redacted] **[BORROWER TO INITIAL] ACCOUNT PROTECTION FEE:** If you have a balance at the end of the business day preceding your billing cycle [redacted] will be charged a fee of $15 per $50 such outstanding balance.If you become unemployed due to a lay-off or reduction in force ("lay-off") /your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest and you will not have to make minimum payment starting from the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for period not to exceed 12 consecutive months. When you become either employed again or the 12 consecutive month period expires, i) interest will :crue in accordance with the terms of this Agreement starting from the new employment date and, ii) you will be charged an Account Protection Fee if ıu have a balance at the end of the business day preceding your next billing cycle date as set forth in this Agreement. You must provide monthly ırification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify the Lender within 7 days of e date you become employed and provide the name and address of your employer. If you fail to notify the Lender of your subsequent employment at ıy time, Lender will charge the Account Protection Fee and interest from the date you became employed as set forth in this Agreement and you will ceive a Billing Statement reflecting such charges. If your loan was approved based upon your receipt of retirement or social security payments and your tirement or social security payments are suspended, Lender will suspend your interest payments and Account Protection Fee for the period of such ıspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide sufficient verification of your unemployment atus or suspension of retirement or social security benefits, Lender reserves the right to assess the Account Protection Fee and interest from the date ıch charges were suspended.

ANNUAL CREDIT REVIEW: As an additional benefit for the payment of the Account Protection Fee, at Customer's request, Lender will review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information..

APER BILLING STATEMENT FEE: We encourage the use of paperless electronic statement as a measure to help protect the environment. If you ın up to receive electronic statements with us, we will not charge the Paper Billing Statement Fee.

LLING RIGHTS: Information on your rights to dispute a transaction and how to exercise those rights is provided in your Agreement.

OW WE CALCULATE YOUR MINIMUM PAYMENT: We take the outstanding daily balance at the end of each day and multiply it by the daily periodic te (APR divided by 365). We then add each day's charges for the billing cycle to determine your total interest charged for that billing cycle. We then ld the fees if any. If you have a balance at the end of the business day preceding your billing cycle date, you will be charged a account protection e of $15 per $50 such outstanding balance.If you elect paper billing a fee of $2.50 will be added. Your total minimum payment will be the total :erest charged for the billing cycle plus the account protection fee and paper billing fee if any.

ECURITY: Your wage assignment is security for this loan. If you provide a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement"), [redacted] CH Agreement is a security for this loan. Pursuant to Comment 2(a)(25) of the Official Staff Commentary to Regulation Z §226.2, we have. [redacted] o you that our interest in the ACH Agreement is a security interest for federal Truth-in-Lending purposes only. **However, this disclosure not intended to create a security interest under Illinois law and shall not be construed as an admission by the Lender.**

EXHIBIT 3

SUMMARY OF KEY FEATURES:

- This Agreement is a revolving credit plan that allows eligible customers to receive cash advances under this Agreement and pay back amounts owed.
- Any funds you receive from the Lender are "Advances". These Advances will be provided in cash at a Lender's store location or deposited via electronic fund transfer into your designated bank account.
- Borrowers must have a regular source of income to be eligible for approval under this Agreement and your Credit Limit may be increased or lowered (potentially to $0) in our sole discretion, in accordance with applicable law.
- Borrowers may provide one or more Bank Accounts to receive or pay back funds.
- Funds may be disbursed to you in cash and/or to an account you designate via an ACH transaction or other comparable fund deposit method usually the same day or next business day.
- Billing Statements will be generated for each Billing Cycle. (See Schedule of Billing Cycle Dates)
- The payment Due Date will be the date payment is due according to your Billing Statement and will be determined in accordance with applicable law
- On or before the Due Date, you may pay back your balance due pursuant to this Agreement in full or make a minimum payment according to your billing statement.
- For your convenience, you may schedule a full or partial payment any time prior to the Payment Due Date.
- If eligible, you may borrow an initial advance of an amount between $100 and your available Credit Limit, and subsequent advances of amounts between $50 and your available Credit Limit in increments of $50.
- You will incur interest at the APR rate stated above for any cash Advances on a daily basis.
- If you have a balance at the end of the business day preceding your billing cycle date,you will be charged a fee of $15 per $50 such outstanding balance. If you become unemployed due to a lay-off or reduction in force ('lay-off') by your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest and you will not have to make a minimum payment starting from the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months. When you become either employed again or the 12 consecutive month period expires, i) interest will accrue in accordance with the terms of this Agreement starting from the new employment date and, ii) you will be charged an Account Protection Fee if you have a balance at the end of the business day preceding your next billing cycle date as set forth in this Agreement. You must provide monthly verification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify the Lender within 7 days of the date you become employed and provide the name and address of your employer. If you fail to notify the Lender of your subsequent employment at any time, Lender will charge the Account Protection Fee and interest from the date you became employed as set forth in this Agreement and you will receive a Billing Statement reflecting such charges. If your loan was approved based upon your receipt of retirement or social security payments and your retirement or social security payments are suspended, Lender will suspend your interest payments and Account Protection Fee for the period of such suspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide sufficient verification of your unemployment status or suspension of retirement or social security benefits, Lender reserves the right to assess the Account Protection Fee and interest from the date such charges were suspended.
- **ANNUAL CREDIT REVIEW:** As an additional benefit for the payment of the Account Protection Fee, at Customer's request, Lender will review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information provided.

GRACE PERIOD: We will begin charging interest on Advances on the transaction date. There is no grace period.

PAYMENTS: All payments will be applied first to interest, then to fees or charges due to us, and then to principal.

ACCEPTANCE: Upon approval by the Lender, your Revolving Credit Plan will become effective when you request an advance. Use of your Revolving Credit Plan account constitutes your acknowledgement of having received a copy of this Agreement and your acceptance of its terms. Access to funds is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement. All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, as described below.

CREDIT LIMIT INQUIRIES: You can obtain your current amount of credit available by: (a) visiting a physical location of the Lender; (b) calling the Lender's Customer Support at Lender's phone number provided at the top of this agreement; or (c) writing Lender's Customer Support at Lender's address located at the top of this agreement. Your Credit Limit is the maximum amount that you may borrow under your Revolving Credit Plan. Your Credit Limit is assigned by us and is the amount located on the top left corner of this Agreement. This Credit Limit is subject to modification based upon changes in your Bank Account status and/or underwriting eligibility including but not limited to our assessment of your ability to repay. We reserve the right, at any time, and upon notice as required by applicable law, to adjust your Credit Limit based on your use of your Revolving Credit Plan, management of funds in your Bank Account(s) and other factors, at our sole discretion. We may reduce your Credit Limit to $0. We reserve the right to review your credit status at any time and other credit information we believe to be relevant. We may modify or cancel your Credit Limit at any time in accordance with applicable law, based on this information.

You may request an advance multiple times per Billing Cycle; however, your total outstanding principal balance may not exceed your Credit Limit.

You promise to pay us the total of all outstanding funds along with all interest and fees as described in this Agreement. To the extent permitted by applicable law, you also promise to pay all costs and fees, including but not limited to court costs and reasonable attorneys' fees, which we incur in collection or enforcement of the Agreement.

You are encouraged to pay your outstanding principal balance in full before the Payment Due Date as specified in your Billing Statement. You also may make payments toward your balance at any time without penalty. However, you may elect to make only a minimum payment, which will be provided to you via your billing statement. If you elect to make only the minimum payment, you understand that interest will continue to accrue and any applicable fees will continue to be charged and it will take longer to pay your balance in full. Payments received by 5:00p.m. CST on the date due will be considered timely payment.

:XAMPLE: $500 Credit Limit, $200 initial advance

f you opened up a Revolving Credit Plan under this Agreement for $500 and received an initial advance of $200, you would begin to accrue interest :harges at the daily periodic rate as defined above on your $200 principal balance. If the APR is 18%, the daily periodic rate is approximately $0.10 per lay. Also, if you have any outstanding principal balance at the end of the business day preceding your billing cycle date, you will be charged a fee of 15 per $50 prorated. In this example, if you receive your initial advance of $200 on Day 1 and your billing cycle is 30 days, if you have a $200 principal balance at the end of business on day 29, you will be charged a fee of $60.If you have a principal balance at the end of the business day preceding the subsequent billing cycle dates, you will be charged this fee again and each time thereafter.

'ou will only accrue interest on your $200 outstanding balance NOT on your entire credit limit of $500. If you choose to request an advance of the ıdditional $300 available to you, at that time, you will begin to accrue interest charges on the full principal balance of $500. You can pay off this loan ıt any time.

ILLING CYCLE: Your billing cycle dates are listed in a separate schedule. See Billing Cycle Dates Statement attached. The length of your first billing ycles may be shorter or longer than your subsequent billing cycles. The length of all subsequent billing cycles will be no less than 28 days. Your billing ycle will also be outlined in your Billing Statements we send you.

ILLING STATEMENTS: You will receive a Billing Statement at the end of each Billing Cycle of which your account has a debit or credit balance of ıore than $1.00 or on which a finance charge has been imposed. The Billing Statement will be sent to you electronically, or by mail reflecting, among ther things, advances, interest, fees, payments made, other credits, balances that are past due, your previous balance, and your new balance. We will ot treat any minimum payment due as late until at least a minimum of 14 days after the date we mailed or electronically sent your previous billing tatement. In addition, we will provide you from time to time with any other disclosures or information required by applicable law including, without mitation, the Federal Truth in Lending Act, Regulation Z, and/or by this Agreement. You may choose not to receive your statements electronically.

ANKRUPTCY: You certify to us that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under ny chapter of the United States Bankruptcy Code.

:ONSUMER REPORTS: You authorize us to obtain consumer reports and data about you.

IOTICE OF FURNISHING OF NEGATIVE INFORMATION:We may report information about your account to credit bureaus. Late payments, missed ayments or other defaults on your account may be reflected in your credit report.

LECTRONIC FUNDS TRANSFER AUTHORIZATION AND NOTICE TO BORROWERSIf you enter into a Voluntary Electronic Payment Authorization ith us, your bank account will be automatically debited for payment amounts according to your billing statement on the due date(s). You acknowledge nd unde[illegible] and that we offer this service as a convenience to you, and that this loan is not conditioned upon you entering into a Voluntary Electronic ay[illegible]horization Agreement ("ACH Agreement").

L[illegible]IAL HERE TO ACKNOWLEDGE CONSENT TO VOLUNTARY ELECTRONIC PAYMENT AUTHORIZATION:

[illegible] [BORROWER TO INITIAL HERE]

REDIT/DEBIT CARD AUTHORIZATION: If you voluntarily choose to provide us with your credit / debit number or account, by signing this document elow, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to s fo[illegible] purpose. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is ance[illegible], in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be faxed to Lender's fax r Lender's email address above. If you choose to cancel this authorization, you agree to provide another payment method acceptable to us in our sole scretio[illegible]

LEA[illegible]HERE TO ACKNOWLEDGE CONSENT TO CREDIT/DEBIT CARD AUTHORIZATION:

[illegible] [BORROWER TO INITIAL HERE]

ERMINATION: You may choose to terminate your Account at any time by calling Customer Support at the Lender's phone number provided at the top this agreement or sending your request to terminate in writing via certified mail to Lender's address provided at the top of this agreement. Should you ıoose to exercise this right the total balance owed (including principal, interest and all charged fees) will be due and payable in full at the end of the next lling cycle immediately following our receipt of your notice of termination. You will continue to accrue interest and be charged fees until your outstanding ılance including accrued interest and charged fees are paid in full.

REPAYMENT: You can prepay your obligations in part or in full before the Payment Due Date by contacting us at the Lender's phone number provided t the top of this agreement, by sending us a fax to the Lender's fax number provided at the top of this agreement or sending an email to the Lender's mail address provided at the top of this agreement informing us that you want to make a prepayment and giving us authorization to effect an electronic ebit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to interest, then to fees, and then to incipal. Please be advised that by paying your outstanding principal balance off early you will be entitled to a rebate of the unearned portion of your terest.

EFAULT: We may declare you to be in default of this Agreement at any time if: (a) you fail to comply with the terms of this Agreement, including your payment obligation; (b) we discover that any information you have provided to us is false or misleading in any material respect; (c) you have exceeded e limitations regarding the usage of your Account as set forth in this Agreement; (d) you fail to make a payment by the Payment Due Date or your ayment is returned to us unpaid for any reason, however we will not treat any minimum payment due as late until at least a minimum of 14 days after the ate we mailed or electronically sent your previous billing statement.; (e) you have not provided us with information we may request from time to time to atisfy our obligations to comply with the federal, state or other statutes or regulations that apply to us; (f) any of the following things occur: the ommencement of a case under the Federal Bankruptcy Laws by or against you as a debtor. In the event of default, we may suspend or terminate your ght to request additional advances on your account and require you to repay at once the entire amount outstanding on your account, including applicable es.

pon[illegible]currence of any event of default, any current or future funds available in your Bank Account(s) may be applied towards the repayment of any nounts past due and owed under this Agreement. In connection with the servicing or repayment of your account, you hereby authorize us to contact you

including the use of an autodialer, or prerecorded message, at any phone numbers you have provided, including mobile phone number, or address we have for you in our records or from other public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you.

CONSENT TO ELECTRONIC COMMUNICATIONS: The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (the "Consent"). By this Agreement, you agree that any notices we are required to make to you may be delivered to you electronically. You acknowledge and agree to the following terms and conditions of this Consent and that you have received a copy of this Consent for your records. You agree that:

* Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the Application, change-in-term notices, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, provided at the top of this agreement, or by sending it to you by email.
* You may obtain a copy of any Communication by contacting us at Lender's email provided at the top of this agreement or by calling us at Lender's phone number provided at the top of this agreement. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
* You agree to provide us with your current email address for notices at the email address or phone number indicated at the top of this agreement. If your email address, telephone number(s), or residences address changes, you must send us a notice of the new address/telephone number(s) by writing to us or sending us an email, at least five (5) days before the change.

_____ [BORROWER TO INITIAL HERE] PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO ELECTRONIC COMMUNICATION

SMS (TEXT MESSAGING) STATEMENT NOTIFICATIONS DISCLOSURE: This SMS Statement Notifications Disclosure ("Disclosure") applies to your account with the Lender if you have elected to receive Short Message Service (SMS) messages.

As used in this Disclosure, "SMS Statement Notifications" means any SMS (text message) communications from us to you pertaining to your Agreement, including but not limited to payment information, account information, due dates, delinquent accounts, program updates, promotions, coupons and other marketing messages.

1. How To Unsubscribe: You may withdraw your consent to receive SMS Statement Notifications by calling us at Lender's phone number provided at the top of this agreement. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal of your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.

2. To request additional information regarding text messaging call us at the Lender's phone number provided at the top of this agreement.

3. The services are available on all major carriers. Additional carriers are added as they become available.

4. In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have: (1) a SMS-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.

5. All SMS Statement Notifications in electronic format from us to you will be considered "in writing."

6. There is no service fee for SMS Statement Notifications but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Other charges may apply. Such charges may include those from your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account settings.

7. Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement. SMS Statement Notifications are provided for your convenience only.
Receipt of each SMS Statement may be delayed or impacted by factor(s) pertaining to your communications service provider(s). We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the SMS Statement Notifications sent by us.

8. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

_____ [BORROWER TO INITIAL HERE] PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO ELECTRONIC COMMUNICATION

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement:

If you think there is an error on your statement, write to us at the Lender's address above.

You may also contact us via email at the Lender's email address provided at the top of this agreement; In your letter, give us the following information: i) Account information: ii) Your name and account number, iii) Dollar amount: The dollar amount of the suspected error., iv) Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us: i) Within 60 days after the error appeared on your statement; ii) At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things: (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error and (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: i) We cannot try to collect the amount in question, or report you as delinquent on that amount; (ii) the charge in question may remain on your statement, and we may continue to charge you interest on that amount, (iii) While you do not have to pay the amount in question, you are responsible for the remainder of your balance. (iv) we can apply any unpaid amount against your account.

After we finish our investigation, one of two things will happen: i) If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount, and ii) If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

SEVERABILITY: If the provisions of this Contract or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Contract shall be constituted as if such part were never included herein and shall not in any way be affected or impaired thereby.

GOVERNING LAW: The laws of the State of Illinois govern this Loan Agreement, except that Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA") governs the arbitration provision. 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 customers 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**

For purposes of this Waiver of Jury Trial and Arbitration Provision, 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 the Loan Agreement, the information you gave us before entering into this agreement, including the customer information 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 parties of any non-public personal information about you.

You acknowledge and agree that by entering into this Arbitration Provision:

(i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;

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

(iii) YOU ARE GIVING UP 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.

Except as provided in Paragraph 5 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by individual 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.**

3. 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 requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com. The parties may also agree to select an arbitrator who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with 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 o[illegible]her 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. 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 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.

4. Regardless of who demands arbitration, at your request we will pay your portion of the arbitration expenses, 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. 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. If the arbitrator renders a decision or an award in your favor resolving the dispute, we will reimburse you for any Arbitration Fees you have previously paid. 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.

5. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence for disputes 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.

6. 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 Illinois.

7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, 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. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

8. **O[illegible]OUT PROCESS. You may choose to opt out of the Arbitration Provision,** but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of your loan at the Lender's address provided at the top of this agreement. Your written notice must include your name, address, account number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Please note that this Loan Agreement contains a binding arbitration provision. You also warrant 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 you have read, understand, and agree to all of the terms of this Loan Agreement, including the "Waiver of Jury Trial and Arbitration Provision."**

PRIVACY POLICY: See attached Privacy Policy incorporated herein. We reserve the right to contact you regarding your account status and changes to, privacy policy, or any other policies or agreements relevant to you and/or your Account. We reserve the right to change this policy at any time by notifying you of the existence and location of the new or revised privacy policy or by posting the changes online at our website.

By signing this Agreement, Borrower acknowledges that he/she has/have read, understand(s), that this Agreement were completed prior to signing and that Borrower has received an executed copy of the Agreement in English and in the language in which the Agreement was negotiated. Borrower has received a completed copy of this agreement and has all disclosure information. This Agreement constitutes the entire Agreement between the parties and no representations, warranties, promises whether oral or implied have been made by either party.

[redacted]

Borrow[redacted] Date

Lender By: It's Authorized Representative: 11-4-11 Date

REVOLVING CREDIT PLAN AGREEMENT AND DISCLOSURE

In this Revolving Credit Plan Agreement (the "Agreement") the words "you", "your" and "I" mean the borrower who has physically or electronically signed it. The words "we", "us" and "our" mean CMK INVESTMENTS, INC. dba ALL CREDIT LENDERS ("Lender"), a licensed lender regulated by the Illinois Department of Financial Institutions and offering this product pursuant to the Illinois Financial Services Development Act (205 ILCS 675). "Account" means your Revolving Credit Plan account with the LENDER.

Credit Limit: $1000.00 Account Agreement Date: 09/02/11 Customer No: [redacted]

LENDER:	BORROWER:
Name: ALL CREDIT LENDERS	Name: CHARISMA FARROW
Address: 691 W NORTH AVE, ELMHURST, IL 60126	Address: [redacted]
Phone: 888-841-3358	SSN: [redacted]
Fax: 630-279-2287	Email: [redacted]
Email Address: info@cp.allcreditlenders.net	PH. No. for SMS (Text):
Website: www.allcreditlenders.net	PH. No. Other: [redacted]

Please read this document in its entirety to understand how your revolving credit plan works. If you have any questions, contact customer service at Lender's phone number listed at the top of this Agreement.

REVOLVING CREDIT PLAN: This Revolving Credit Plan is a flexible loan designed for you to take advances; pay back amounts owed and take advances again all without having to establish a new revolving credit plan. This Revolving (open-end) Credit Plan account has been approved in the amount stated above to allow you to take cash advances ("Advance(s)"), in such amounts as you from time to time request up to the established Credit Limit.

Interest Rates and Interest Charges

APR for Advances	18.00%

Fees	
Paper Billing Statement Fee	**$2.50** per paper statement
Other Fees Required Account Protection Fee	**$10** per $50 of your outstanding balance at the end of business day preceding your billing cycle date.

HOW WE WILL CALCULATE YOUR BALANCE: We figure the interest charge on your account by applying the periodic rate (APR divided by 365) to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits. This gives us the daily balance.

[redacted] **[BORROWER TO INITIAL] ACCOUNT PROTECTION FEE:** If you have a balance at the end of the business day preceding your billing cycle date, you will be charged a fee of $10 per $50 such outstanding balance.If you become unemployed due to a lay-off or reduction in force ("lay-off") by your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest and you will not have to make a minimum payment starting from the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months. When you become either employed again or the 12 consecutive month period expires, i) interest will accrue in accordance with the terms of this Agreement starting from the new employment date and, ii) you will be charged an Account Protection Fee if you have a balance at the end of the business day preceding your next billing cycle date as set forth in this Agreement. You must provide monthly verification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify the Lender within 7 days of the date you become employed and provide the name and address of your employer. If you fail to notify the Lender of your subsequent employment at any time, Lender will charge the Account Protection Fee and interest from the date you became employed as set forth in this Agreement and you will receive a Billing Statement reflecting such charges. If your loan was approved based upon your receipt of retirement or social security payments and your retirement or social security payments are suspended, Lender will suspend your interest payments and Account Protection Fee for the period of such suspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide sufficient verification of your unemployment status or suspension of retirement or social security benefits, Lender reserves the right to assess the Account Protection Fee and interest from the date such charges were suspended.

ANNUAL CREDIT REVIEW: As an additional benefit for the payment of the Account Protection Fee, at Customer's request, Lender will review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information..

PAPER BILLING STATEMENT FEE: We encourage the use of paperless electronic statement as a measure to help protect the environment. If you sign up to receive electronic statements with us, we will not charge the Paper Billing Statement Fee.

BILLING RIGHTS: Information on your rights to dispute a transaction and how to exercise those rights is provided in your Agreement.

HOW WE CALCULATE YOUR MINIMUM PAYMENT: We take the outstanding daily balance at the end of each day and multiply it by the daily periodic rate (APR divided by 365). We then add each day's charges for the billing cycle to determine your total interest charged for that billing cycle. We then add the fees if any. If you have a balance at the end of the business day preceding your billing cycle date, you will be charged a account protection fee of $10 per $50 such outstanding balance.If you elect paper billing a fee of $2.50 will be added. Your total minimum payment will be the total interest charged for the billing cycle plus the account protection fee and paper billing fee if any.

SECURITY: Your wage assignment is security for this loan. If you provide a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement"), then the ACH Agreement is a security for this loan. Pursuant to Comment 2(a)(25) of the Official Staff Commentary to Regulation Z §226.2, we have disclosed to you that our interest in the ACH Agreement is a security interest for federal Truth-in-Lending purposes only. **However, this disclosure is not intended to create a security interest under Illinois law and shall not be construed as an admission by the Lender.**

IL RCP 04/11

EXHIBIT 4

SUMMARY OF KEY FEATURES:

- This Agreement is a revolving credit plan that allows eligible customers to receive cash advances under this Agreement and pay back amounts owed.
- Any funds you receive from the Lender are "Advances". These Advances will be provided in cash at a Lender's store location or deposited via electronic fund transfer into your designated bank account.
- Borrowers must have a regular source of income to be eligible for approval under this Agreement and your Credit Limit may be increased or lowered (potentially to $0) in our sole discretion, in accordance with applicable law.
- Borrowers may provide one or more Bank Accounts to receive or pay back funds.
- Funds may be disbursed to you in cash and/or to an account you designate via an ACH transaction or other comparable fund deposit method usually the same day or next business day.
- Billing Statements will be generated for each Billing Cycle. (See Schedule of Billing Cycle Dates)
- The payment Due Date will be the date payment is due according to your Billing Statement and will be determined in accordance with applicable law
- On or before the Due Date, you may pay back your balance due pursuant to this Agreement in full or make a minimum payment according to your billing statement.
- For your convenience, you may schedule a full or partial payment any time prior to the Payment Due Date.
- If eligible, you may borrow an initial advance of an amount between $100 and your available Credit Limit, and subsequent advances of amounts between $50 and your available Credit Limit in increments of $50.
- You will incur interest at the APR rate stated above for any cash Advances on a daily basis.
- If you have a balance at the end of the business day preceding your billing cycle date,you will be charged a fee of $10 per $50 such outstanding balance. If you become unemployed due to a lay-off or reduction in force ('lay-off') by your employer, for the period of time you are unemployed, you will not be charged the Account Protection Fee or interest and you will not have to make a minimum payment starting from the date that you provide written confirmation of your lay-off from the employer or governmental unemployment office for a period not to exceed 12 consecutive months. When you become either employed again or the 12 consecutive month period expires, i) interest will accrue in accordance with the terms of this Agreement starting from the new employment date and, ii) you will be charged an Account Protection Fee if you have a balance at the end of the business day preceding your next billing cycle date as set forth in this Agreement. You must provide monthly verification of your unemployment status by sending written confirmation of your unemployment status. Also, you must notify the Lender within 7 days of the date you become employed and provide the name and address of your employer. If you fail to notify the Lender of your subsequent employment at any time, Lender will charge the Account Protection Fee and interest from the date you became employed as set forth in this Agreement and you will receive a Billing Statement reflecting such charges. If your loan was approved based upon your receipt of retirement or social security payments and your retirement or social security payments are suspended, Lender will suspend your interest payments and Account Protection Fee for the period of such suspension not to exceed to 12 consecutive months upon receipt of written verification. If you fail to provide sufficient verification of your unemployment status or suspension of retirement or social security benefits, Lender reserves the right to assess the Account Protection Fee and interest from the date such charges were suspended.
    - **ANNUAL CREDIT REVIEW:** As an additional benefit for the payment of the Account Protection Fee, at Customer's request, Lender will review available consumer reports or credit information and inform you as to matters affecting your credit based on the available information provided.

GRACE PERIOD: We will begin charging interest on Advances on the transaction date. There is no grace period.

PAYMENTS: All payments will be applied first to interest, then to fees or charges due to us, and then to principal.

ACCEPTANCE: Upon approval by the Lender, your Revolving Credit Plan will become effective when you request an advance. Use of your Revolving Credit Plan account constitutes your acknowledgement of having received a copy of this Agreement and your acceptance of its terms. Access to funds is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement. All terms of this Agreement remain in full force and effect until all amounts owed to us by you are paid in full, as described below.

CREDIT LIMIT INQUIRIES: You can obtain your current amount of credit available by: (a) visiting a physical location of the Lender; (b) calling the Lender's Customer Support at Lender's phone number provided at the top of this agreement; or (c) writing Lender's Customer Support at Lender's address located at the top of this agreement. Your Credit Limit is the maximum amount that you may borrow under your Revolving Credit Plan. Your Credit Limit is assigned by us and is the amount located on the top left corner of this Agreement. This Credit Limit is subject to modification based upon changes in your Bank Account status and/or underwriting eligibility including but not limited to our assessment of your ability to repay. We reserve the right, at any time, and upon notice as required by applicable law, to adjust your Credit Limit based on your use of your Revolving Credit Plan, management of funds in your Bank Account(s) and other factors, at our sole discretion. We may reduce your Credit Limit to $0. We reserve the right to review your credit status at any time and other credit information we believe to be relevant. We may modify or cancel your Credit Limit at any time in accordance with applicable law, based on this information.

You may request an advance multiple times per Billing Cycle; however, your total outstanding principal balance may not exceed your Credit Limit.

You promise to pay us the total of all outstanding funds along with all interest and fees as described in this Agreement. To the extent permitted by applicable law, you also promise to pay all costs and fees, including but not limited to court costs and reasonable attorneys' fees, which we incur in collection or enforcement of the Agreement.

You are encouraged to pay your outstanding principal balance in full before the Payment Due Date as specified in your Billing Statement. You also may make payments toward your balance at any time without penalty. However, you may elect to make only a minimum payment, which will be provided to you via your billing statement. If you elect to make only the minimum payment, you understand that interest will continue to accrue and any applicable fees will continue to be charged and it will take longer to pay your balance in full. Payments received by 5:00p.m. CST on the date due will be considered timely payments.

EXAMPLE: $500 Credit Limit, $200 Initial advance

If you opened up a Revolving Credit Plan under this Agreement for $500 and received an initial advance of $200, you would begin to accrue interest charges at the daily periodic rate as defined above on your $200 principal balance. If the APR is 18%, the daily periodic rate is appropriately $0.10 per day. Also, if you have any outstanding principal balance at the end of the business day preceding your billing cycle date, you will be charged a fee of $10 per $50 prorated. In this example, if you receive your initial advance of $200 on Day 1 and your billing cycle is 14 days, if you have a $200 principal balance at the end of business on day 13, you will be charged a fee of $40.If you have a principal balance at the end of the business day preceding the subsequent billing cycle dates, you will be charged this fee again and each time thereafter.

You will only accrue interest on your $200 outstanding balance NOT on your entire credit limit of $500. If you choose to request an advance of the additional $300 available to you, at that time, you will begin to accrue interest charges on the full principal balance of $500. You can pay off this loan at any time.

BILLING CYCLE: Your billing cycle dates are listed in a separate schedule. See Billing Cycle Dates Statement attached. The length of your first billing cycles may be shorter or longer than your subsequent billing cycles. The length of all subsequent billing cycles will be no less than 14 days. Your billing cycle will also be outlined in your Billing Statements we send you.

BILLING STATEMENTS: You will receive a Billing Statement at the end of each Billing Cycle of which your account has a debit or credit balance of more than $1.00 or on which a finance charge has been imposed. The Billing Statement will be sent to you electronically, or by mail reflecting, among other things, advances, interest, fees, payments made, other credits, balances that are past due, your previous balance, and your new balance. We will not treat any minimum payment due as late until at least a minimum of 14 days after the date we mailed or electronically sent your previous billing statement. In addition, we will provide you from time to time with any other disclosures or information required by applicable law including, without limitation, the Federal Truth in Lending Act, Regulation Z, and/or by this Agreement. You may choose not to receive your statements electronically.

BANKRUPTCY: You certify to us 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.

CONSUMER REPORTS: You authorize us to obtain consumer reports and data about you.

NOTICE OF FURNISHING OF NEGATIVE INFORMATION: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AND NOTICE TO BORROWERS: If you enter into a Voluntary Electronic Payment Authorization with us, your bank account will be automatically debited for payment amounts according to your billing statement on the due date(s). You acknowledge and understand that we offer this service as a convenience to you, and that this loan is not conditioned upon you entering into a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement").

PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO VOLUNTARY ELECTRONIC PAYMENT AUTHORIZATION:

_____ **[BORROWER TO INITIAL HERE]**

CREDIT/DEBIT CARD AUTHORIZATION: If you voluntarily choose to provide us with your credit / debit number or account, by signing this document below, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to us for such purpose. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be faxed to Lender's fax or Lender's email address above. If you choose to cancel this authorization, you agree to provide another payment method acceptable to us in our sole discretion.

PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO CREDIT/DEBIT CARD AUTHORIZATION:

_____ **[BORROWER TO INITIAL HERE]**

TERMINATION: You may choose to terminate your Account at any time by calling Customer Support at the Lender's phone number provided at the top of this agreement or sending your request to terminate in writing via certified mail to Lender's address provided at the top of this agreement. Should you choose to exercise this right the total balance owed (including principal, interest and all charged fees) will be due and payable in full at the end of the next billing cycle immediately following our receipt of your notice of termination. You will continue to accrue interest and be charged fees until your outstanding balance including accrued interest and charged fees are paid in full.

PREPAYMENT: You can prepay your obligations in part or in full before the Payment Due Date by contacting us at the Lender's phone number provided at the top of this agreement, by sending us a fax to the Lender's fax number provided at the top of this agreement or sending an email to the Lender's email address provided at the top of this agreement informing us that you want to make a prepayment and giving us authorization to effect an electronic debit entry to your Bank Account for the prepayment. If we receive the prepayment via the debit, it will be applied first to interest, then to fees, and then to principal. Please be advised that by paying your outstanding principal balance off early you will be entitled to a rebate of the unearned portion of your interest.

DEFAULT: We may declare you to be in default of this Agreement at any time if: (a) you fail to comply with the terms of this Agreement, including your repayment obligation; (b) we discover that any information you have provided to us is false or misleading in any material respect; (c) you have exceeded the limitations regarding the usage of your Account as set forth in this Agreement; (d) you fail to make a payment by the Payment Due Date or your payment is returned to us unpaid for any reason, however we will not treat any minimum payment due as late until at least a minimum of 14 days after the date we mailed or electronically sent your previous billing statement.; (e) you have not provided us with information we may request from time to time to satisfy our obligations to comply with the federal, state or other statutes or regulations that apply to us; (f) any of the following things occur: the commencement of a case under the Federal Bankruptcy Laws by or against you as a debtor. In the event of default, we may suspend or terminate your right to request additional advances on your account and require you to repay at once the entire amount outstanding on your account, including applicable fees.

Upon the occurrence of any event of default, any current or future funds available in your Bank Account(s) may be applied towards the repayment of any amounts past due and owed under this Agreement. In connection with the servicing or repayment of your account, you hereby authorize us to contact you

including the use of an autodialer, or prerecorded message, at any phone numbers you have provided, including mobile phone number, or address we have for you in our records or from other public and nonpublic databases we may lawfully access. Where allowed by law, we also may contact other individuals who may be able to provide updated employment, location, and contact information for you.

CONSENT TO ELECTRONIC COMMUNICATIONS: The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (the "Consent"). By this Agreement, you agree that any notices we are required to make to you may be delivered to you electronically. You acknowledge and agree to the following terms and conditions of this Consent and that you have received a copy of this Consent for your records. You agree that:

* Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the Application, change-in-term notices, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, state mandated brochures and disclosures, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, provided at the top of this agreement, or by sending it to you by email.
* You may obtain a copy of any Communication by contacting us at Lender's email provided at the top of this agreement or by calling us at Lender's phone number provided at the top of this agreement. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.
* You agree to provide us with your current email address for notices at the email address or phone number indicated at the top of this agreement. If your email address, telephone number(s), or residences address changes, you must send us a notice of the new address/telephone number(s) by writing to us or sending us an email, at least five (5) days before the change.

_____ **[BORROWER TO INITIAL HERE] PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO ELECTRONIC COMMUNICATION**

SMS (TEXT MESSAGING) STATEMENT NOTIFICATIONS DISCLOSURE: This SMS Statement Notifications Disclosure ("Disclosure") applies to your account with the Lender if you have elected to receive Short Message Service (SMS) messages.

As used in this Disclosure, "SMS Statement Notifications" means any SMS (text message) communications from us to you pertaining to your Agreement, including but not limited to payment information, account information, due dates, delinquent accounts, program updates, promotions, coupons and other marketing messages.

1. How To Unsubscribe: You may withdraw your consent to receive SMS Statement Notifications by calling us at Lender's phone number provided at the top of this agreement. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal of your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.

2. To request additional information regarding text messaging call us at the Lender's phone number provided at the top of this agreement.

3. The services are available on all major carriers. Additional carriers are added as they become available.

4. In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have: (1) a SMS-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.

5. All SMS Statement Notifications in electronic format from us to you will be considered "in writing."

6. There is no service fee for SMS Statement Notifications but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Other charges may apply. Such charges may include those from your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account settings.

7. Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement. SMS Statement Notifications are provided for your convenience only.
Receipt of each SMS Statement may be delayed or impacted by factor(s) pertaining to your communications service provider(s). We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the SMS Statement Notifications sent by us.

8. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

_____ **[BORROWER TO INITIAL HERE] PLEASE INITIAL HERE TO ACKNOWLEDGE CONSENT TO ELECTRONIC COMMUNICATION**

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement:

If you think there is an error on your statement, write to us at the Lender's address above.

You may also contact us via email at the Lender's email address provided at the top of this agreement; In your letter, give us the following information: i) Account information: ii) Your name and account number, iii) Dollar amount: The dollar amount of the suspected error., iv) Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us: i) Within 60 days after the error appeared on your statement; ii) At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things: (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error and (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error: i) We cannot try to collect the amount in question, or report you as delinquent on that amount; (ii) the charge in question may remain on your statement, and we may continue to charge you interest on that amount, (iii) While you do not have to pay the amount in question, you are responsible for the remainder of your balance. (iv) we can apply any unpaid amount against your account.

After we finish our investigation, one of two things will happen: i) If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount, and ii) If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

SEVERABILITY: If the provisions of this Contract or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Contract shall be constituted as if such part were never included herein and shall not in any way be affected or impaired thereby.

GOVERNING LAW: The laws of the State of Illinois govern this Loan Agreement, except that Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA") governs the arbitration provision. 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 customers 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**

For purposes of this Waiver of Jury Trial and Arbitration Provision, 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 the Loan Agreement, the information you gave us before entering into this Agreement, including the customer information 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 parties of any non-public personal information about you.

1. You acknowledge and agree that by entering into this Arbitration Provision:

(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
(b) YOU ARE GIVING UP 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 GIVING UP 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.

2. Except as provided in Paragraph 5 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.**

3. 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 requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) http://www.adr.org or JAMS (1-800-352-5267) http://www.jamsadr.com. The parties may also agree to select an arbitrator who resides within your federal judicial district who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate in accordance with 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. 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 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.

4. Regardless of who demands arbitration, at your request we will pay your portion of the arbitration expenses, 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. 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. If the arbitrator renders a decision or an award in your favor resolving the dispute, we will reimburse you for any Arbitration Fees you have previously paid. 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.

5. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal in the county of your residence for disputes 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.

6. 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 Illinois.

7. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Provision survives any cancellation, 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. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

8. OPT-OUT PROCESS. You may choose to opt out of the Arbitration Provision, but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of your loan at the Lender's address provided at the top of this agreement. Your written notice must include your name, address, account number or social security number and a statement that you wish to opt out of this Arbitration Provision.

Please note that this Loan Agreement contains a binding arbitration provision. You also warrant 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 you have read, understand, and agree to all of the terms of this Loan Agreement, including the "Waiver of Jury Trial and Arbitration Provision."**

PRIVACY POLICY: See attached Privacy Policy incorporated herein. We reserve the right to contact you regarding your account status and changes to, privacy policy, or any other policies or agreements relevant to you and/or your Account. We reserve the right to change this policy at any time by notifying you of the existence and location of the new or revised privacy policy or by posting the changes online at our website.

By signing this Agreement, Borrower acknowledges that he/she has/have read, understand(s), that this Agreement were completed prior to signing and that Borrower has received an executed copy of the Agreement in English and in the language in which the Agreement was negotiated. Borrower has received a completed copy of this agreement and has all disclosure information. This Agreement constitutes the entire Agreement between the parties and no representations, warranties, promises whether oral or implied have been made by either party.

Borrower [redacted] 9/2/11 Date

Lender By: It's Authorized Representative: 9/2/11 Date