

## Payday Loan Agreement & Disclosure Statement

Customer:  
[REDACTED]  
 PORTLAND OR 97203

Lender:  
 EVERGREEN FINANCIAL INVESTMENTS INC DBA  
 12131 SE POWELL BLVD  
 PORTLAND, OR 97266  
 (503) 762-2224

Agreement Date: 06 Aug 2013

Due Date (Date of Debit): 06 Sep 2013

ITEMIZATION OF AMOUNT FINANCED OF \$300.00

Amount Paid Directly To You ..... \$300.00  
 Loan Origination Fee (Prepaid Finance Charge) ..... \$30.00

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<u>153.73%</u>	<u>\$39.17</u>	<u>\$300.00</u>	<u>\$339.17</u>

Payment Schedule: One payment in the amount of \$339.17, due on 06 Sep 2013  
(Day) (Month) (Year)

**No Security Interest:** No security interest is given or taken in connection with this transaction except other than any security in your EFT / card authorization that may arise by operation of law.

**Prepayment.** You may prepay your loan without penalty at anytime before the due date. The origination fee is non-refundable.

### AGREEMENT

This Agreement contains important terms and conditions affecting your loan. **Read it carefully before you sign it.**

**Definitions.** Certain words used in this Agreement have special meanings. The word "Agreement" means this Payday Loan Agreement & Disclosure Statement. The words "you" and "your" means the person signing this Agreement. The words "we," "us" and "our" mean Evergreen Financial Investments, Inc. doing business as Rapid Cash Payday Loans. The word "loan" means the payday loan transaction governed by this Agreement. The words "due date" mean the due date shown above and in the Payment Schedule shown in the box above. The boxed-in disclosures above are part of the terms and conditions of your Agreement with us.

**Promise to Pay.** You promise to pay us the "Total of Payments" in the box above, which includes a Finance Charge, on the due date.

**Deferred Presentment / Payment / EFT Authorization.** In lieu of giving us a check for payment of your loan, you authorize us to initiate Electronic Fund Transfers ("EFT") debit from your bank account on your bank debit card provided by you to us until such time as we have been paid in full. We will not make that debit on your bank account card until the due date. You promise that on the due date, you will have enough money in your account to repay your loan. You promise that you will not close your account or place a stop payment on the authorization. We are not allowed to accept any collateral except other than any security interest in your EFT Authorization that may arise by operation of law. Keep your receipt as evidence payment of the loan.

**Interest Rate and Origination Fee.** You agree that we will earn interest on the Amount Financed shown in the box above at a rate of 36% (the "Interest Rate") from the date of this Agreement until paid in full. Interest is computed on a 365/365 simple interest basis. This means that interest is computed by applying the ratio of the annual Interest Rate over the number of days in a year (assuming a 365-day year), multiplied by the outstanding principal balance, and multiplied by the actual number of days the principal balance is outstanding. You will be charged a loan origination fee in the amount of \$10 per \$100 borrowed by you up to a maximum of \$30. The loan origination fee is non-refundable, even if you pay off your loan early.

**Option to Rescind (cancel).** You may cancel this loan without paying the Finance Charge. To do so, you must inform us in writing that you wish to cancel the payday loan and future payment obligations and you must pay us all amounts that we have given you under this Agreement no later than the close of business on the next business day following the date of this Agreement. Your payment must be in the form of cash. If we receive your payment on time, we will return your payment authorization and cancel your loan.

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**Nonpayment and Default.** You will be in default if the Total of Payments is not paid in full by the due date. If, after payment is attempted on your account, the payment authorization is denied or returned to us unpaid, you agree to pay us a one-time returned item fee of \$20, plus any fees charged to us arising out of the dishonored item. If we must take additional actions to collect your loan, you agree to pay any court costs and reasonable attorney's fees we incur, to the extent allowed by law. Any partial payments you make will be applied first to collection costs, then to finance charges, then to principal. Upon default, you authorize us to withdraw from your bank account the amount you owe us according to this Agreement. We may make this withdrawal by re-presenting your check electronically and/or by using one or more paper EFT or electronic automated clearing house (ACH) debits, not to exceed the amount owed to us. Your electronic debit authorization extends to the bank account listed on your original debit authorization check. If you provide us with a Visa or MasterCard check, debit or credit card (collectively the "Card") you also authorized us, denoted by your signature on this Agreement to charge, submit and collect all amounts due to us. We may submit these charges to your Card one or more times until the total amount owed to us is paid in full. Your authorization to EFT / ACH and to charge your Card will remain in full force and effect until you terminate it by giving us written notice at the address listed on this agreement and until we have had a reasonable opportunity to act on your notice.

**Credit Reporting.** We may report information about your loan to credit bureaus. Late payments, missed payments or other defaults on your loan may be reflected in your credit report.

**Prepayment.** You may prepay your loan in any amount without penalty at any time before the due date. Payments received will reduce interest or principal otherwise payable.

**Telephone Calls – Monitoring:** You agree that if you are past due or in default, you will accept calls from us or a third party we have contracted with regarding the collection of your Account. If wireless or cellular telephone numbers are associated with your Account, you agree that we may place calls to those numbers which may result in charges from your wireless or cellular carrier. You understand these calls could be automatically dialed and a recorded message may be played. You agree such calls will not be unsolicited calls for purposes of state and federal law. You also agree that, from time to time, we may monitor telephone conversations between you and us to assure the quality of our customer service.

**Email and SMS/Text Messaging:** You consent that we or in the event that your account is turned over to a third party for collections, our agents may contact you via email to any email address associated with your account. In addition, you consent that we may transmit SMS/text messages to any wireless telephone number associated with your account. You understand these contacts could be automatically generated and a standard message may be transmitted. You agree such contact is not an unsolicited contact for purposes of state and federal law. You agree that we may transmit SMS/Text messages to wireless telephone numbers associated with your account which may result in charges from your wireless carrier. Those charges will be reimbursed upon request and presentation of receipt(s) or bill(s). If you wish to opt-out from either email or SMS/text messages, please contact us at [customerservice@speedycash.com](mailto:customerservice@speedycash.com) or call 1-800-856-2911.

**Bankruptcy:** You represent that you are not currently a debtor in any bankruptcy proceeding and that you have no intention of filing bankruptcy under any chapter of the US Bankruptcy code during the term of this transaction or within 90 days following the completion of this transaction. Any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence shall be mailed or sent by express courier to: SRC Customer Service, Attn: Bankruptcy Department, 3611 North Ridge Road, Wichita, Kansas 67205. You agree any written or oral communication concerning a bankruptcy with the lender's local office, identified above, is null and void and of no effect.

**Privacy Policy:** We respect the privacy of our customers and are committed to treating customer information responsibly. Our complete privacy policy statement is available on our website at [www.speedycash.com](http://www.speedycash.com) or ask for a copy from any Customer Advocate in our loan offices. You may contact Customer Service and we will mail or email you a current copy of our Privacy Policy. You acknowledge that you have received a copy of our Privacy Policy on this date or within the past twelve months.

**Agreements for Resolving Disputes:** You agree to the Agreements for Resolving Disputes set forth below. Except as otherwise provided in the Agreements for Resolving Disputes, this Agreement will be governed by the laws of the State where this loan was entered. If any part of this Agreement is found to be unenforceable, that part will be deemed severed from the Agreement, and the remaining provisions will be enforced to the fullest extent allowed by law.

#### **AGREEMENTS FOR RESOLVING DISPUTES; CERTAIN DEFINITIONS**

The Pre-Dispute Resolution Procedure, Arbitration Provision and Jury Trial Waiver set forth below govern "Claims" you assert against us or any "related party" of ours and "Claims" we or any related party assert against you.

For purposes of this Agreement, our "related parties" include all parent companies, subsidiaries and affiliates of ours (including Ad Astra Recovery Services, Inc.), and our and their employees, directors, officers, shareholders, governors, managers and members.

The term "Claim" means any claim, dispute or controversy between you and us (or our related parties) that arises from or relates in any way to this Agreement or any services you request or we provide under this Agreement ("Services"); any of our marketing, advertising, solicitations and conduct relating to your request for Services; our collection of any amounts you owe; or our disclosure of or failure to protect any information about you. "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature,

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including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief.

Notwithstanding the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim does not include disputes about the validity, enforceability, coverage or scope of the Arbitration Provision or any part thereof (including, without limitation, Sections 5(C), (D) and/or (E) of the Arbitration Provision (the "Class Action and Multi-Party Claim Waiver"), the clause in the second sentence of Section 10 of the Arbitration Provision beginning with the words "provided, however," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. "Claim" also does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.

#### **PRE-DISPUTE RESOLUTION PROCEDURE**

Before either you, we or any related party commences, joins or participates in any judicial or arbitration proceeding regarding any Claim ("Proceeding"), in any capacity (including as an individual litigant or as a member or representative of any class or proposed class), the complaining party ("Complaining Party") shall give the subject of the Claim (the "Defending Party"): (1) at least 30 days' written notice of the claim ("Claim Notice"), explaining in reasonable detail the nature of the Claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If you are the Complaining Party, you must send any Claim Notice to Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205 (or such other address as we shall subsequently provide to you). If you are the Defending Party, any Claim Notice must be sent to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. **If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of the Arbitration Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of Section 7 of the Arbitration Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.**

#### **ARBITRATION PROVISION**

**VERY IMPORTANT. READ THIS ARBITRATION PROVISION CAREFULLY. IT SETS FORTH WHEN AND HOW CLAIMS (AS DEFINED ABOVE UNDER THE CAPTION "AGREEMENTS FOR RESOLVING DISPUTES; CERTAIN DEFINITIONS") WILL BE ARBITRATED INSTEAD OF LITIGATED IN COURT. IF YOU DON'T REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SECTION 1 BELOW, UNLESS PROHIBITED BY APPLICABLE LAW, IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM.**

Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with Section 1 below, you and we agree that either party may elect to require arbitration of any Claim under the following terms and conditions:

**1. RIGHT TO REJECT ARBITRATION.** If you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of this Agreement by delivering to us at Tiger Financial Management, LLC, Attn: Legal Department, 3527 North Ridge Road, Wichita, Kansas 67205, a written rejection notice which: (a) provides your name and address and the date of this Agreement; and (b) states that you are rejecting the Arbitration Provision in the Agreement. If you want proof of the date of such a notice, you should send the rejection notice by "certified mail, return receipt requested." If you use such a method, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Services or the terms of this Agreement (other than this Arbitration Provision).

**2. ARBITRATION ELECTION.** A Proceeding may be commenced after the Complaining Party complies with the Pre-Dispute Resolution Procedure. The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this Section 2. If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of some or all of the Claims asserted in the lawsuit. To avoid piece-meal Proceedings to the extent possible, the Complaining Party must assert in a single lawsuit or arbitration all of the Claims of which the Complaining Party is aware and the Defending Party must demand arbitration with respect to all or none of the Complaining Party's Claims. Also, if the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may make such a demand. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers. Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at

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the time the arbitration is commenced. The arbitration administrator will be the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an arbitration administrator by mutual consent, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

**3. NON-WAIVER.** Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

**4. LOCATION AND COSTS.** The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party or if we are required to pay such amounts by applicable law or by the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

**5. NO CLASS ACTIONS OR SIMILAR PROCEEDINGS; SPECIAL FEATURES OF ARBITRATION.** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (A) HAVE A COURT OR A JURY DECIDE THE CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

**6. GETTING INFORMATION.** In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

**7. SPECIAL PAYMENT:** If (a) you submit a Claim Notice on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of the Pre-Dispute Resolution Procedure; (b) we refuse to provide you with the money damages you request; and (c) an arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date the arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, a premium in addition to the amount of attorneys' fees, and expenses (including expert witness fees and costs) that was awarded by the arbitrator in this arbitration in the amount equal to the lesser of \$2,500 or fifty percent of the arbitrator's attorneys' fees award ("the attorney premium").

The right to attorneys' fees and expenses discussed in this section supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative or multiplier awards of attorneys' fees or costs.

**8. EFFECT OF ARBITRATION AWARD.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (2) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider *de novo* any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with Section 4 of this Arbitration Provision.

**9. GOVERNING LAW.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration, provided that the law of Kansas, where we are headquartered, shall be applicable to the extent that any state law is relevant in determining

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the enforceability of this Arbitration Provision under Section 2 of the FAA. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**10. SURVIVAL, SEVERABILITY, PRIMACY.** This Arbitration Provision shall survive the full payment of any amounts due under this Agreement; any rescission or cancellation of this Agreement; any exercise of a self-help remedy; our sale or transfer of this Agreement or our rights under this Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply; provided, however, that if Section 5(C), (D) and/or (E) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of this Agreement, this Arbitration Provision will govern.

#### **JURY TRIAL WAIVER**

**YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION ANY SEPARATE ARBITRATION PROVISION BETWEEN YOU AND US, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.**

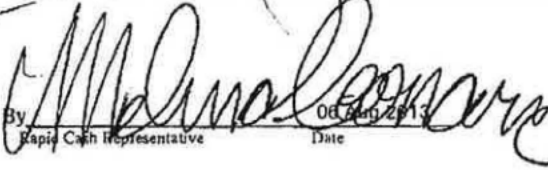
#### **Important Notices**

**BY SIGNING THIS AGREEMENT OR APPLYING FOR A LOAN:**

- YOU WILL NOT BE ENTITLED TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ENTITLED TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT, RESOLVE ANY CLAIM AGAINST US.
- YOU WILL NOT BE ABLE TO BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST US.

By signing below, (1) you represent that the amount of your loan does not exceed 25% of your monthly net income, (2) you acknowledge that you have read and received a copy of this Agreement, and (3) you agree to the above terms and to the Agreements for Resolving Disputes.

  
Customer Signature(s)                      06 Aug 2013  
Date

  
By:    06 Aug 2013  
Rapid Cash Representative              Date