

Mobiloans Credit
Agreement and Terms and Conditions
Effective September 26, 2011

MOBILOANS, LLC IS AN ENTITY OWNED AND OPERATED BY THE TUNICA-BILOXI TRIBE OF LOUISIANA. THE CREDIT ISSUED TO YOU AND INFORMATION PROVIDED UNDER THIS AGREEMENT BY MOBILOANS IS DONE SO SOLELY UNDER THE PROVISIONS OF LAWS OF THE TUNICA-BILOXI TRIBE OF LOUISIANA AND APPLICABLE FEDERAL LAW.

You should review the Mobiloans Terms and Conditions below to fully understand how the product works, or contact Customer Support at 877-836-1518 if you have any questions. You should retain a copy of this document for your records.

Interest Rate and Interest Charges															
<p>Annual Percentage Rate for Cash Advances</p> <p>Minimum Charge – Fixed Finance Charge</p>	<p>0%</p> <p>Each billing cycle you will be charged a Fixed Finance Charge of:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">If your account balance at the beginning of a billing cycle is...</th> <th style="text-align: center;">...your Fixed Finance Charge will be:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$0</td> <td style="text-align: center;">No charge</td> </tr> <tr> <td style="text-align: center;">Up to \$100</td> <td style="text-align: center;">\$19</td> </tr> <tr> <td style="text-align: center;">Up to \$200</td> <td style="text-align: center;">\$29</td> </tr> <tr> <td style="text-align: center;">Up to \$300</td> <td style="text-align: center;">\$39</td> </tr> <tr> <td style="text-align: center;">Up to \$400</td> <td style="text-align: center;">\$49</td> </tr> <tr> <td style="text-align: center;">Over \$400</td> <td style="text-align: center;">\$59</td> </tr> </tbody> </table>	If your account balance at the beginning of a billing cycle is...	...your Fixed Finance Charge will be:	\$0	No charge	Up to \$100	\$19	Up to \$200	\$29	Up to \$300	\$39	Up to \$400	\$49	Over \$400	\$59
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Fees	
Cash Advance Fee	\$3.00 for each \$20.00 of Mobiloans Credit advanced

How We Will Calculate Your Balance

At the beginning of each billing cycle we subtract all payments and credits made to your Account. Then we will add to your existing unpaid balance the applicable Fixed Finance Charge, the amount of any new Mobiloans Cash transactions (draws) since your last billing statement, and any applicable Cash Advance Fee. See this account Agreement for more details.

Billing Rights

Information on your rights to dispute transactions and how to exercise those rights is provided in this account agreement.

Summary of Key Features:

We are committed to providing you with easy-to-understand information about our products and services to allow you to make informed financial decisions. As part of our commitment, we have created the "how it works" section to help you understand Mobiloans Credit and determine if it is the right credit option for you. You may view this section online at www.mobiloans.com. The following is a summary of some of the key features of the product:

- Mobiloans Credit is a line of credit that allows eligible customers to receive cash ("Mobiloans Cash") under this Agreement.
- Borrowers must have a regular source of income to be eligible for a Mobiloans Credit and your Credit Limit may be increased or lowered (potentially to \$0) in our sole discretion.
- Mobiloans Cash may be transferred to a Demand Deposit account via an ACH transaction usually the next Business Day.
- Periodic Statements will be generated for each Billing Cycle.
- Billing Cycles and payment Due Dates correspond to your pay frequency. Monthly paid customers will have 1 payment due on their pay date and 1 payment due in the middle of their pay dates, weekly paid customers will have 1 payment due every other pay date. Bi-weekly and twice monthly paid customers will have 1 payment due every pay date.
- On or before the Due Date, you may pay back your Mobiloans Line of Credit in full, in part, or make an AutoPay minimum payment.
- AutoPay is a payment of 10% of the outstanding Mobiloans Cash balance resulting from your most recent Mobiloans Cash draw plus accrued fees and fixed finance charges.
- For your convenience, you may schedule a full or partial payment any time prior to the Due Date. You will be enrolled in an automatic payment option that will be used if you do not make your minimum payment amount by 6:00 p.m. CT on the Business Day prior to your Due Date. You may also make additional payments at any time.
- If eligible, you may borrow between \$20 and your available Credit Limit.

This Summary of Key Features does not modify the terms and conditions of your Mobiloans Credit Agreement. Please review the "how it works" section and the Mobiloans Credit Agreement for complete details online at www.mobiloans.com before you use Mobiloans Credit.

These Terms and Conditions (this "Agreement") govern your Mobiloans line of credit ("Mobiloans Credit"). In this Agreement, "you" and "your" refer to those persons who have applied for and been approved for Mobiloans Credit. "We", "us", and "our" refer to MobiLoans, LLC; a tribal lending entity wholly owned by the Tunica-Biloxi Tribe of Louisiana, a sovereign nation located within the United States of America and is operating within the Tunica-Biloxi Reservation. "Tribe" or "Tribal" refers to the Tunica-Biloxi Tribe of Louisiana. **These Terms and Conditions contain an arbitration provision. Unless you act promptly to reject the arbitration provision, it will have a substantial effect on your rights in the event of a dispute.**

I. High Cost Credit Disclosure:

PLEASE NOTE: THIS IS AN EXPENSIVE FORM OF CREDIT. MOBILOANS CREDIT IS DESIGNED TO HELP CUSTOMERS MEET THEIR SHORT-TERM BORROWING NEEDS. THIS SERVICE IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER-TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS.

II. Reporting Credit Activity:

Mobiloads follows Tribal law and all applicable federal laws in reporting credit activity. You understand and acknowledge that we may submit information about your balance, payment history and other customary credit information under your Mobiloads Credit account to one or more of the credit reporting agencies (for example, TransUnion). Late payments or other defaults on your account may be reflected in your credit report and in your credit score. Timely payments under this Agreement may help improve your credit score, but do not guarantee that your credit score will increase. Rather, your credit score reflects your repayment performance with all creditors. You have a right to inspect the information we report and that which has been reported by other creditors by contacting the credit reporting agencies directly. Additional information on credit reporting, your credit score, and your legal rights under federal law can be obtained by contacting the Federal Trade Commission toll-free at 1-877-FTC-HELP or online at www.ftc.gov/credit.

If you have a complaint about any information we report to credit reporting agencies or believe you have been a victim of identity theft, write to Mobiloads Customer Support at Mobiloads, LLC, 151 Melacon Road, Marksville, LA 71351. In your letter: (a) provide your name; (b) identify the specific information that is being disputed; (c) explain the basis for the dispute; and (d) provide any supporting documentation that you have that substantiates the basis of the dispute. If you believe that you have been a victim of identity theft, include an identity theft report. If you have other questions concerning reporting activity, you may contact Mobiloads Customer Support at 877-836-1518.

III. Definitions:

"AutoPay" means the minimum payment option for Mobiloads Credit borrowers which is 10% of the outstanding Mobiloads Cash balance resulting from your most recent Mobiloads Cash draw plus accrued fees.

"Billing Cycle" means the interval between the days or dates of regular periodic statements.

"Business Day" means any day a Bank is open for business not including weekends or bank holidays.

"Cash Advance Fee" means the nonrefundable fee charged for each draw on your Mobiloads Line of Credit, regardless of the time the Mobiloads Cash is outstanding.

"Credit Limit" means the maximum amount you can borrow under your Mobiloads Credit Agreement.

"Demand Deposit Account" means a bank checking account you have identified for distribution of Mobiloads Cash and/or collection of payments due pursuant to the terms of this Agreement.

"Due Date" means the date reflected on your periodic statement on which your payment is due.

"Fixed Finance Charge" means a minimum charge, calculated on a tiered level based upon the unpaid balance in your Account and charged to your Account each billing cycle that you have an unpaid balance.

"Lender" means Mobiloads LLC, a Tribal corporate entity wholly owned and operated by the Tunica-Biloxi Tribe of Louisiana possessing the inherent characteristics and immunities of the Tribal government.

"Mobiloads Cash" means a draw from your Mobiloads Credit account.

"Mobiloads Credit" means a line of credit governed by this Agreement that allows eligible customers to receive short-term cash ("Mobiloads Cash") under this Agreement.

"Pay Date" means the date that you submitted in your initial or updated Mobiloads Credit application as the date on which you are paid wages or receive other sources of income or benefits.

"Pay Frequency" means the frequency you receive your income payments which are either, weekly, bi-weekly, semi-monthly, or monthly. If your Pay Frequency is weekly, your Pay Dates are considered to be bi-weekly for determining your Billing Cycle under this Agreement.

"Payment Amount" means the payment you agree to make each pay period, consisting of principal and related Fees and Fixed Finance Charges.

IV. Eligibility:

You may be eligible for Mobiloans Credit if you meet certain eligibility criteria established by us, which may change from time to time at our sole discretion. As of the date of this Agreement, the eligibility criteria are as follows:

- You have a regular source of income or benefits deposited to a qualified Demand Deposit Account;
- You are at least 18 years old or 19 years old in Alabama and Nebraska;
- You meet credit underwriting standards established by the Lender;
- You have identified a qualified Demand Deposit Account on the Application;
- You authorize the Lender to initiate automated transfers from your qualified Demand Deposit Account(s) to repay amounts owed under this Agreement or you enroll for payments by mail, described below;
- Your qualified Demand Deposit Account(s) are not frozen or subject to legal process (such as a garnishment order);
- You are not in default of this Agreement.

V. Mobiloans Credit Access:

Upon approval and verification of application information by the Lender, your Mobiloans Credit account will become effective when you request Mobiloans Cash and terminate if you do not request Mobiloans Cash for a period of 12 consecutive months. Use of Mobiloans Credit constitutes your acknowledgement of having received a copy of this Agreement and your acceptance of its terms. Access to Mobiloans Cash is subject to the eligibility criteria provided in this Agreement and your compliance with the terms of this Agreement.

You can obtain your current Credit Limit by: (a) logging in to your MOBILOANS Account online at <http://www.mobiloans.com>; (b) calling Customer Support at 877-836-1518; or (c) writing Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road, Marksville, LA 71351.

VI. Mobiloans Cash:

You may request Mobiloans Cash online at <http://www.mobiloans.com>. Mobiloans Cash requests may not exceed your Credit Limit. Proceeds deposited to a qualified Demand Deposit Account will be affected via ACH and may be available on the next day your financial institution holding your Demand Deposit Account is open for business if your request was received by 6:00 PM Central Time. Always check with your financial institution to accurately determine when the money will be available for use.

You may cancel Mobiloans Cash at no cost to you by calling Customer Support at 877-836-1518 prior to 6:00 PM Central Time on the same day you made the request, as long as the full amount of the Mobiloans Cash is returned immediately.

VII. Credit Limit:

Your Credit Limit is the maximum amount that you may borrow under your Mobiloans Credit account. Your Credit Limit is assigned by the Lender and is between \$20 and \$500. This Credit Limit is subject to change with changes in your Demand Deposit Account status and/or underwriting eligibility. We reserve the right, at any time, and upon notice when required by Tribal Law or applicable federal law, to adjust your Credit Limit based on your use of Mobiloans Credit, management of funds in your Demand Deposit Account(s) and other factors, at the Lender's sole discretion. We may reduce your Credit Limit to \$0. We reserve the right

to review your credit status at any time, including after obtaining credit reports and other credit information we believe to be relevant. We may modify or cancel your Credit Limit at any time based on this information.

VIII. Costs and Charges:

Cash Advance Fee

We charge a Cash Advance Fee for each draw on your Mobiloans Line of Credit regardless of the time the Mobiloans Cash is outstanding. For every \$20 drawn from your Mobiloans Line of Credit, the Cash Advance Fee will be \$3.00. The Cash Advance Fee is a **FINANCE CHARGE**. The Cash Advance Fee is assessed each time a draw is requested, and there is no grace period within which you may repay an advance and avoid payment of the related Cash Advance Fee.

Fixed Finance Charge

A Fixed Finance Charge will be assessed at the beginning of any billing cycle based on the unpaid principal at the end of each prior billing cycle in accordance with the table below. The Fixed Finance Charge is a **FINANCE CHARGE**. Unless you pay your entire outstanding balance by the payment due date, there is no grace period within which you will not be charged a Fixed Finance Charge.

Unpaid Principal Balance	Fixed Finance Charge
\$0	No charge
More than \$0 to \$100	\$19 per billing cycle
More than \$100 to \$200	\$29 per billing cycle
More than \$200 to \$300	\$39 per billing cycle
More than \$300 to \$400	\$49 per billing cycle
More than \$400	\$59 per billing cycle

IX. Your Promise to Pay:

You promise to pay the total of all outstanding Mobiloans Cash along with all Fees and Fixed Finance Charges as described in this Agreement. To the extent permitted by Tribal law or applicable federal law, you also promise to pay all costs and fees, including reasonable attorneys' fees, which we incur in collection of enforcement of the Agreement.

You agree to make each payment, together with the related Fees and Fixed Finance Charges (the "Payment Amount"), on or before the Due Date as reflected on your Periodic Statement.

You are encouraged to pay your Mobiloans Cash balances in full on or before the Due Date. You also may make payments toward your unpaid balance at any time without penalty. However, you may elect to make an AutoPay payment, which is a minimum payment of 10% of the outstanding Mobiloans Cash balance resulting from your most recent Mobiloans Cash draw plus accrued Fees and Fixed Finance Charges.

If you fail to make the minimum payment required on or before the Due Date, an AutoPay payment will automatically be deducted by us from your Demand Deposit Account. Any amount that is electronically transferred directly into the Demand Deposit Account will be eligible to be used as repayment of your outstanding Mobiloans Cash balances at the time of the transfer.

You may experience a delay between the date of your payment and the time you are able to take additional Mobiloans Cash while we verify sufficient funds are available and/or we receive credit for any payments

drawn on another depository bank. This action will not result in more cost to you, but may delay the availability and/or amount of your future Mobiloans Cash.

There is no grace period.

X. Payment Options:

Pay in Full: You may pay your outstanding balance in full at any time.

AutoPay: If you do not pay in full by scheduling an electronic payment to us or we do not receive a payment in full by mail prior to the Due Date, we will process the AutoPay payment as a convenience for you. AutoPay is a payment of 10% of the outstanding Mobiloans Cash balance resulting from your most recent Mobiloans Cash draw plus accrued Fees and Fixed Finance Charges.

If you elect to make AutoPay payments via ACH, we will debit your Demand Deposit Account for the amount of one AutoPay payment on the applicable Due Date.

Borrower Scheduled Electronic Payments: You may schedule an electronic payment at any time up to the full amount of the outstanding balance prior to the applicable Due Date. You may schedule the payments online at <http://www.mobiloans.com> or by calling Customer Support at 877-836-1518 or by mail. We must receive your scheduled payment request by 6:00 p.m. Central Time on the Business Day prior to the applicable Due Date. Any debit to a Demand Deposit Account will be processed via ACH and will take at least one (1) Business Day to process. Early or partial payments may not reduce the Fees or Fixed Finance Charges for Mobiloans.

Payments by Mail: Extension of Mobiloans Credit is not conditioned on electronic repayment. Your payment must be received by 6:00 p.m. Central Time on the Business Day prior to the payment Due Date. If you do not authorize electronic payments from your Demand Deposit Account and instead elect to make payments by mail, you will receive your Mobiloans Cash funds by check in the mail.

XI. Application of Payment:

All payments will be applied first to any unpaid fees, then to the unpaid principal balance. If the funds from your payment, whether from electronic payment or pay by mail, are not equal to or exceed the AutoPay amount, we will pay Fees first, and then apply any remaining funds to the unpaid principal balance due.

XII. Balance Computation Method:

At the beginning of each billing cycle we subtract all payments and credits made to your Account. Then we will add to your existing unpaid balance the applicable Fixed Finance Charge, the amount of any new Mobiloans Cash transactions (draws) since your last billing statement, and any applicable Cash Advance Fee. See this account agreement for more details.

XIII. Servicing Your Account

In connection with the servicing or repayment of your Mobiloans Cash, you hereby authorize us to contact you, including the use of an autodialer, text messaging, or prerecorded message, at any phone number 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.

XIV. Default:

We may declare you to be in default of your Mobiloans Credit agreement at any time if: (a) you fail to comply with the terms of this Agreement, including your repayment obligation with respect to each Mobiloans Cash transaction; (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

Mobiloans Credit as set forth in this Agreement; (d) you have not provided us with information we may request from time to time to satisfy our obligations to comply with the federal Bank Secrecy Act or other statutes or regulations that apply to us or (e) anything else happens that causes us in our sole discretion to reasonably believe that the prospect of repayment is impaired. In the event of default, we may suspend or terminate your right to Mobiloans Credit and Mobiloans Cash and require you to repay at once the amount of all outstanding Mobiloans Cash and applicable fees.

Upon the occurrence of any event of default, any current or future funds available in your Demand Deposit Account(s) may be applied towards the repayment of any amounts past due and owed under this Agreement.

XV. Periodic Statements:

Not less than once each billing period when there is (i) one or more Mobiloans Cash transactions, (ii) a payment is received, or (iii) there is a balance, we will make available to you electronically, or if you specifically request, by mail, a periodic statement to you reflecting, among other things, Mobiloans Cash transactions, fees, payments made, other credits, balances that are past due, your previous balance, and your new balance. In addition, we will provide you from time to time with any other disclosures or information required by this Agreement, Tribal law and applicable federal law.

Your account statements will be generated fourteen (14) days prior to your Due Date. A notification will be emailed to the email account you have on file in your Mobiloans account and your statement will be available electronically at <http://www.mobiloans.com>. You may choose not to receive your statements electronically. If you choose to receive paper statements, please notify us in writing within five days of opening your account by writing Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road, Marksville, LA 71351.

XVI. Billing Rights:

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under Tribal law and applicable federal law.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to Mobiloans Customer Support at:

MobiLoans, LLC, 151 Melacon Road, Marksville, LA 71351 or contact us electronically at <http://www.mobiloans.com>

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- 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:

- Within 60 days after the error appeared on your statement.
- 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.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. 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.
2. 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.

XVII. Change in Terms:

We reserve the right to change the terms of this Agreement at any time with notice to you as required by Tribal and applicable federal law. Such changes may apply to Mobiloans Credit and any current amounts of outstanding Mobiloans Cash as well as to future Mobiloans Cash balances. By continuing to use the Mobiloans Credit service, you are accepting the change in terms, or you may decline the change in terms by no longer using Mobiloans Credit prior to the effective date of the change or by requesting that access to the service be discontinued.

XVIII. Transfer of Rights and Maintenance of Register:

We may assign or transfer this Agreement, or any of our rights hereunder, to another person or entity without notice or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to the laws and courts of the Tunica-Biloxi Tribe of Louisiana. As an integral component of accepting this Agreement, you irrevocably consent to the jurisdiction of the Tribal courts for the purposes of this Agreement. MobiLoans, LLC, (the "Registrar") acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner and assignees, and the amounts of the principal, interest, fees, charges and other amounts owing to each from time to time pursuant to the terms of this Agreement. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Lender and all of its assignees shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of

such principal, interest, fees, charges and other amounts for all purposes of this Agreement and any rights hereunder, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to the Registrar at any reasonable time and from time to time upon reasonable prior notice. In addition to the foregoing, the Registrar shall include on the Register the names and addresses of those persons holding participation interests in the receivables outstanding from time to time in the Accounts of which it has notice. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to you.

XIX. Dispute Resolution: Arbitration

ARBITRATION AND WAIVER OF JURY TRIAL

This Agreement includes a binding Waiver of Jury Trial and Arbitration Provision. You may opt out of the Waiver of Jury Trial and Arbitration Provision by following the instructions below.

RIGHT TO OPT OUT. IF YOU DO NOT WISH YOUR ACCOUNT TO BE SUBJECT TO THIS AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING AT MOBILOANS, LLC, 151 MELACON ROAD, MARKSVILLE, LA 71351 OR VIA EMAIL AT SUPPORT@MOBILOANS.COM. YOU MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOU MUST GIVE WRITTEN NOTICE; IT IS NOT SUFFICIENT TO TELEPHONE US. WE MUST RECEIVE YOUR LETTER OR E-MAIL WITHIN SIXTY (60) DAYS AFTER THE DATE YOUR LINE OF CREDIT FUNDS OR YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE. IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE, ANY DISPUTES HEREUNDER SHALL NONETHELESS BE GOVERNED UNDER THE LAWS OF THE TUNICA-BILOXI TRIBE OF LOUISIANA AND MUST BE BROUGHT WITHIN THE COURT SYSTEM THEREOF, TO WHOSE JURISDICTION YOU IRREVOCABLY CONSENT FOR THE PURPOSES OF THIS AGREEMENT.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. Unless you exercise your right to opt-out of arbitration in the manner described above, any dispute you have with Lender, its agents, operator of the website where you submitted your application, purchaser(s) of any interest in your Loan Agreement, or anyone else under this Agreement, will be resolved by binding arbitration. Arbitration replaces the right to go to court, including the right to have a jury, to engage in discovery (except as may be provided in the arbitration rules), and to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. Arbitration procedures are simpler and more limited than court procedures. Any arbitration will be limited to addressing your dispute individually and will not be part of a class-wide or consolidated arbitration proceeding.

Agreement to Arbitrate. You agree that any Dispute (defined below) will be resolved by arbitration in accordance with Tribal law.

Arbitration Defined. Arbitration is a means of having an independent third party resolve a Dispute. A "Dispute" is any controversy or claim between you and Lender, its marketing agent, collection agent, any subsequent holder of this Note, or any of their respective agents, affiliates, assigns, employees, officers, managers, members or shareholders (each considered a "Holder" for purposes of this Agreement). The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract, or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim arising from, related to or based upon marketing or solicitations to obtain the loan and the handling or servicing of your account whether such Dispute is based on a tribal, federal or state constitution, statute, ordinance, regulation, or common law, and including any issue concerning the validity, enforceability, or scope of this loan or the Agreement to Arbitrate.

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 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.

Choice of Arbitrator. Any party to a Dispute, including a Holder or its related third parties, may send the other party written notice by certified mail return receipt requested at the address appearing at the top of this Agreement 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>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon by you and the other parties to the Dispute. The arbitration will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either Tribal law or the express terms of this Agreement to Arbitrate, including the limitations on the Arbitrator below. The party receiving notice of Arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. You understand that if you demand Arbitration, you must inform us of your demand and of the arbitration organization you have selected. You also understand that if you fail to notify us, then we have the right to select the arbitration organization. Any arbitration under this Agreement may be conducted either on Tribal land or within thirty miles of your residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the Tunica-Biloxi of Louisiana sovereign status or immunity, or (b) to allow for the application of any law other than the laws of the Tunica-Biloxi of Louisiana.

Cost of Arbitration. We will pay the filing fee and any costs or fees charged by the arbitrator regardless of which party initiates the arbitration. Except where otherwise provided by the laws of the Tunica-Biloxi of Louisiana, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Waiver of Jury Trial and Waiver of Ability to Participate in a Class Action. YOU HEREBY AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL, TO HAVE A COURT DECIDE YOUR DISPUTE, AND YOU ARE WAIVING YOUR ABILITY TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, TO PARTICIPATE IN A CLASS ACTION LAWSUIT, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT WOULD BE AVAILABLE IN A LAWSUIT. The arbitrator has the ability to award all remedies available under the laws of the Tunica-Biloxi Tribe of Louisiana, whether at law or in equity, to the prevailing party, except that the parties agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual Disputes between the parties. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction of the Tunica-Biloxi Tribe of Louisiana, and not by the arbitrator. If the court refuses to enforce the class-wide arbitration waiver, or if the arbitrator fails or refuses to enforce the waiver of class-wide arbitration, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable court rules and procedures and may be enforced by such court through any measures or reciprocity provisions available. As an integral component of accepting this Agreement, you irrevocably consent to the jurisdiction of the Tribal courts for purposes of this Agreement.

Judicial Review. The arbitrator will apply the laws of the Tunica-Biloxi Tribe of Louisiana and the terms of

this Agreement, including the Agreement to Arbitrate. The arbitrator must apply the terms of this Agreement to Arbitrate, including without limitation the waiver of class-wide arbitration. 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. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. The arbitrator will make written findings and the arbitrator's award may be filed with the Tribal court. The arbitration award will be supported by substantial evidence and must be consistent with this Agreement and applicable law or may be set aside by the Tribal court upon judicial review.

Other Provisions. This Agreement to Arbitrate will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. This Agreement to Arbitrate benefits and is binding upon you, your respective heirs, successors and assigns. It also benefits and is binding upon us, our successors and assigns, and related third parties. The Agreement to Arbitrate continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Agreement to Arbitrate survives any 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 Agreement to Arbitrate is held invalid, the remainder shall remain in effect.

GOVERNING LAW. This Agreement and the Agreement to Arbitrate are governed by the laws of the Tunica-Biloxi Tribe of Louisiana, the Indian Commerce Clause of the United States Constitution and other applicable federal law. We do not have a presence in Louisiana or any other State of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any State of the United States. You and Lender agree that the Federal Arbitration Act ("FAA") and the decisions of the U.S. Supreme Court interpreting the FAA shall apply to this Agreement to Arbitrate. MobiLoans may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Tribe to any federal law unless found expressly applicable to Tribal operations offering such services.

Electronic Signature and Electronic Records

We are required by law to provide you with Periodic Statements and certain other disclosures and notices ("Subsequent Disclosures"). **By checking the "Sign Here" box on the application, that action will signify your agreement that this Agreement and the Subsequent Disclosures we provide to you constitute electronic records under the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Sections 7001 and following) in a manner consistent with Tribal law and applicable federal law.**

By checking the box, you agree to receive all such disclosures electronically. To access these Subsequent Disclosures, in most cases, we will provide you with such disclosures at our web site or the web sites of our vendors. By checking the box, you acknowledge that you are able to electronically access the Mobiloans website (<http://www.mobiloans.com>), and to electronically access and print the periodic statements and other Subsequent Disclosures we will be providing to you in connection with your Mobiloans Credit account. We may provide these Subsequent Disclosures to you in electronic form by posting them on the Mobiloans website or by providing a link to them on the website. In order to access, view and retain Subsequent Disclosures in electronic form, you must have a computer with Internet access. The minimum system requirements include software that supports 128-bit security encryption and Adobe Reader® version 9.0.

Your agreement to receive disclosures and notices from us in electronic form does not mean you cannot obtain a paper copy of any such disclosure or notice. You may request such a paper copy by contacting Mobiloans Customer Support: 877-836-1518 or Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road, Marksville, LA 71351. You will be charged a \$5.00 fee for the provision of each paper copy.

You may withdraw your consent to receive Subsequent Disclosures electronically by providing written notice to Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road , Marksville, LA 71351. If you do, we will send Subsequent Disclosures in printed form to the most current address we have for you in our records.

By checking the "Sign Here" box for Electronic Delivery of Disclosure on your application, you are acknowledging receipt of the Terms and Conditions governing your MobiLoans Credit Account, and that you have read and agreed to these Terms and Conditions, and that you agree to receive Subsequent Disclosures from us in electronic form.

AutoPay Payment Authorization

I hereby authorize and request MobiLoans, LLC initiate debits to my Demand Deposit Account for my regularly scheduled AutoPay payments in the amount disclosed on my periodic statement. I further authorize MobiLoans, LLC to initiate ACH debit entries to my Demand Deposit Account for any amount of an AutoPay. This authority is to remain in full force and effect until MobiLoans, LLC shall have received written notification from me stating my termination in such time and in such manner as to afford MobiLoans, LLC a reasonable opportunity to act upon such notice.

I hereby acknowledge that I shall have the right to stop payment of an ACH debit entry to my qualified Demand Deposit Account by providing notification to MobiLoans, LLC in such time as to afford it with a reasonable opportunity to act upon such order prior to it debiting my Demand Deposit Account as described below. After my Demand Deposit Account has been debited, I may have the right to have the amount of an erroneous debit credited to my Demand Deposit Account, respectively, by MobiLoans, LLC, provided I send written notice of such debit to MobiLoans, LLC.

Right to Stop Preauthorized Payments

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 877-836-1518 or write us at Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road Marksville, LA 71351, in time for us to receive your request by 6:00 pm Central Time at least one Business Day before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us within 14 days after you call.

If these regular payments may vary in amount outside the range noted above, we will tell you, 10 days before each payment, when it will be made and how much it will be.

If you order us to stop one of these payments by 6:00 pm Central Time at least one Business Day before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Error Resolution

In case of errors or questions about an AutoPay Payment, telephone us at 877-836-1518 or write us at Mobiloans Customer Support at MobiLoans, LLC, 151 Melacon Road, Marksville, LA 71351. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

By submitting the last four digits of your Social Security number in the Terms and Conditions section of the application you acknowledge that you are not required to consent to receive funds or repay your loan by an ACH transaction crediting or debiting to your Demand Deposit Account. If you authorize us to effect ACH debit entries to your Demand Deposit Account for this line of credit, by submitting the last four digits of your Social Security number you also agree that the Authorizations set forth in this agreement are to remain in full force and effect unless you terminate such authority. If you terminate such authority, you agree to provide us with another means of payment acceptable to us in our sole discretion.