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Creditor:
HEIGHTS FINANCE CORPORATION
2102 NORTH BLUFF STREET
FULTON, MO 65251
(573) 592-7711

Borrower(s): NICOLE PACE
5446 GREYSTONE DRIVE
FULTON, MO 65251

Loan # 7005-110426-4

Date 12/9/2021

A provision with a box in front of it is not applicable if the box is not checked.

FEDERAL DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
37.35 %	$ 3,990.37	$ 5,664.21	$ 9,654.58

My Payment Schedule will be:

Number of Payments:	Amount of Payments:	When Payments are Due:
1	$294.58	01/15/2022
36	$260.00	02/15/2022 and monthly thereafter with the final payment due 01/15/25, which is the date of maturity.

Security – I am giving a security interest in:
☐ the Goods or Property being purchased.
☒ (description of other property): Household Goods

Late Charge – If a payment is 15 days late, I will be charged a late charge equal to the greater of 5.00 % of the unpaid payment or $ 15.00, not to exceed $ 50.00, but if the unpaid payment is $ 25.00 or less the late charge will not exceed $ 5.00.

Prepayment – If I pay off early, I ☐ may ☒ will not have to pay a penalty and I will not be entitled to a refund of part of the finance charge.

See the contract documents for any additional information about nonpayment, default, and any required repayment before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed

Amount paid to me directly	$ 5,010.89		$ N/A
Amount paid on my account	$ N/A		$ N/A
Amounts paid to others on my behalf:	N/A		$ N/A
To insurance companies*	$ 653.32		$ N/A
To insurance companies – non-filing insurance*	$ N/A		$ N/A
To public officials for filing fees	$ N/A		$ N/A
To public officials for taxes or stamps	$ N/A		$ N/A
To public officials for other than filing fees or taxes	$ N/A		$ N/A
Amounts Paid To Heights	$ 100.00		$ N/A
	$ N/A		$ N/A
	$ N/A	Principal Amount (Total of Items Above)	$ 5,764.21
	$ N/A	(Minus) Prepaid Finance Charge	$ 100.00
	$ N/A	**Amount Financed**	$ 5,664.21

*** Heights Finance Corporation or its affiliates may retain or be paid a portion of these amounts.**

NOTE

FOR VALUE RECEIVED, the undersigned borrower(s) ("I"), jointly and severally, promise to pay to Heights Finance Corporation ("you"), or to your order, at the address shown above, the principal amount of FIVE THOUSAND SEVEN HUNDRED SIXTY FOUR DOLLARS AND 21/100 Dollars ($ 5,764.21) plus interest from December 09, 2021 at the rate of 35.99 % per year until paid in full in accordance with the following terms.

Payments. I will repay the loan in monthly payments with a first payment of $ 294.58 due 01/15/2022 and 36 additional payments of $ 260.00 due monthly beginning 02/15/2022 with a final payment due 01/15/2025, which is the date of maturity.

☒ **Origination Fee.** I agree to pay a nonrefundable origination fee of $ 100.00 which will be ☐ paid in cash or ☒ withheld from the proceeds of the loan. The fee is included in the principal amount of the loan if it was withheld from the proceeds of the loan.

Late Charge. I agree to pay a late charge as stated in the Federal Disclosure Statement above.

Dishonored Check Charge. I agree to pay a fee of $ 25.00 plus charges assessed by any financial institution if a check or similar instrument, including an electronic fund transfer, I give you for a payment on the loan is dishonored.

☒ **Collateral.** I grant you a security interest in the following described property (the "Property") subject to the terms and conditions of the Security Agreement on page 3. At our option, we may charge you a filing fee to be paid to public officials to protect our interest in the Property or a fee for non-filing insurance in lieu of the filing fee. Such fees are included in the Amount Financed.

Household Goods Listed on Attached Schedule A.

Copyright 2020 Consumer Lending Associates as Collateral Agent acting solely for the benefit of the Secured Parties as Secured Party and assignee

Notice: See pages 2, 3, 4 and 5 for additional provisions of the Note, the Security Agreement, the Arbitration Agreement and other important information.

Exhibit A"

INSURANCE

Credit Insurance – Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage).

Type	TERM (Mos.)	Premium	Signature	
Single Credit Life	37	$ 164.62	☒ I want credit life insurance	☐ I do not want/qualify for credit life insurance
Joint Credit Life	N/A	$ N/A	☐ We want credit life insurance	☒ We do not want/qualify for credit life insurance
Single Disability	Term of loan or first 60 months of loan, whichever is less	$ 488.70	☒ I want credit disability insurance	☐ I do not want/qualify for credit disability insurance
Joint Disability	Term of loan or first 60 months of loan, whichever is less	$ N/A	☐ We want credit disability insurance	☒ We do not want/qualify for credit disability insurance
IUI Insurance	N/A	$ N/A	☐ I want IUI insurance	☒ I do not want/qualify for IUI insurance

I affirm and authorize each of my credit insurance elections above:

Signature: NICOLE PACE Date: 12/9/2021

Signature: Date: (if Joint Credit Life or Joint Disability)

Property Insurance. Physical damage insurance and/or personal property insurance, if required in connection with this loan, may be obtained through any person of my choice, provided the insurance company is reasonably acceptable to you. No liability insurance is included with the coverage offered by you. If I get insurance from or through you, I will pay:

☐ Physical Damage Insurance Premium: $ N/A Term N/A mos. ☐ Personal Property Insurance Premium $ N/A Term N/A mos.

I affirm and authorize each of my property insurance elections above:

Signature: NICOLE PACE Date: 12/9/2021

Notice. I understand that I am free to insure my property with whatever licensed company, agent or broker I may choose; that I may do so at any time after the date of this loan; that I have not cancelled any existing insurance on my property if I owned it before this loan; and that this loan cannot be denied me simply because I did not purchase my insurance through you.

I MAY NOT NEED TO PURCHASE CREDIT PROPERTY INSURANCE, AND I MAY HAVE OTHER INSURANCE WHICH YOU WILL ACCEPT WHICH COVERS THE PROPERTY SECURING THIS LOAN. I SHOULD EXAMINE ANY OTHER INSURANCE WHICH I HAVE IN ORDER TO DETERMINE IF THIS COVERAGE IS NECESSARY.

Signature NICOLE PACE Date 12/9/2021 Signature Date

Insurance Premiums. I understand and agree that a portion of any insurance premium will be retained by or paid to you or an affiliate.

NOTE (continued)

Application of Payments. All payments received by you, including payments under credit disability and involuntary unemployment insurance, will be applied first to interest, then to late charges, then to principal that is due, then to fees and finally to principal that is not yet due.

Prepayment. I may prepay this loan in full or in part at any time. If I prepay in part, including through the receipt by you of property insurance proceeds, I must still make each later payment in the original amount as it becomes due until the loan is paid in full.

Default. I will be in default on this loan and any agreement securing this loan if:

1. I fail to make any payment in full when due;
2. I breach any of the terms of this Note, the Security Agreement or any other document signed for the purpose of creating, securing or guarantying this loan; or
3. I become insolvent, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws; or
4. Any representation or statement made by me or on my behalf is false or misleading in any material respect; or
5. You, in good faith, deem yourself insecure regarding any person obligated on this Note or believe that the prospect of any payment or the value of any property securing this loan is impaired.

Remedies on Default. If I am in default on this loan or any agreement securing this loan, subject to my right to any notice or right to cure required by applicable law, you may:

1. declare the entire unpaid balance of the loan, including accrued interest, late fees and other charges, immediately due in its entirety before the date of maturity;
2. foreclose upon, repossess or otherwise realize on any property securing this loan;
3. require additional property as collateral to secure the loan;
4. require additional persons to become obligated to pay this loan;
5. file a claim for any insurance benefits or refunds that may be available; or
6. exercise all remedies provided by applicable law, the Security Agreement or mortgage, if any, or any other document signed for the purpose of creating, securing or guarantying this loan.

Any delay by you in exercising any right or remedy upon my default will not be a waiver of your right to later exercise such right or remedy with respect to the same event of default or a similar default.

Costs of Collection and Attorney's Fees. I agree to pay you costs you incur to enforce this loan or realize on any property securing this loan. This includes, if it is necessary to bring suit, your reasonable attorney's fees that do not exceed 15% of the amount due and payable under this Note paid to an attorney who is not your salaried employee and court costs.

Amendment and Record Retention. Except as otherwise provided in this Note or the Security Agreement, any amendment to this Note or the Security Agreement shall be in writing and signed by you and me. I acknowledge and agree that you may from time to time retain information about me and documents that I sign including, but not limited to, this Note and Security Agreement and documents related to this loan (collectively, the "Documents") electronically (such as in optical, digital or other electronic storage and retrieval system) and destroy the original Documents. You and I agree and intend that any Document produced by you and me from the electronic media shall have the same legal force and effect as the original Documents for all purposes and in all circumstances including, but not limited to, collection, admissibility, authentication or any other legal purpose.

Enforcement of Terms, Usury and Assignability. Any provision of this Note or the Security Agreement that is in conflict with applicable law will not be effective. If a provision cannot be enforced, that provision will be considered to be removed from the Note or the Security Agreement, but this will not affect the enforceability of the remaining provisions of this Note or the Security Agreement. The interest rate and other charges on this loan will not exceed the maximum rate or charges permitted by applicable law. I agree and acknowledge that this Note and related Security Agreement may be sold, assigned or otherwise transferred by the holder of this Note and the Security Agreement, and all rights and remedies of the holder inure to the benefit of its successors and assigns.

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NOTE (continued)

Notice of Changes. I will give you notice promptly of any change in my address or legal name.

Notices. Any notices given by me to you or you to me shall be in writing and shall be mailed by first class mail or delivered in person or by overnight delivery to the addresses set forth above unless the address for receipt of notices has been changed by a notice given in accordance with this section.

Payment of Proceeds. If all or any portion of the proceeds of this loan are for the purpose of purchasing property or services from a third party, I agree that you can make any check for the proceeds of this loan payable jointly to me and such third party.

Independent Obligation. I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, renew or extend this Note repeatedly and for any length of time or release any party or guarantor or collateral, or impair, fail to realize upon, or fail to perfect your security interest in the property securing this loan, and I will still be obligated to pay this loan.

Waiver. I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest. I acknowledge that your failure to enforce the strict performance of any of the terms and conditions contained herein that would be for my benefit shall not operate as a waiver of your right thereafter to require that my obligations and the terms and conditions contained herein be strictly performed.

Financial Statements and Other Documents. I will provide to you, upon your request, any financial statements or information that you deem reasonable and necessary. I also agree to sign and deliver any additional documents that you consider necessary to preserve your rights under this Note or to perfect or preserve your interest in any property securing this loan.

Governing Law. This Note and the related Security Agreement shall be governed by and construed according to the laws of the state of Missouri.

Consent to Contact. I also expressly consent and agree that you and your affiliates, agents and service providers may use written, electronic or verbal means to contact me. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree that you and your affiliates, agents and service providers may use any email address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

WARNING TO BORROWER: DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

SECURITY AGREEMENT

The undersigned Borrower(s) and any person who signs this Agreement for the purpose of granting a security interest in the Property, as defined below, ("I,", "me" and "my"), grant to Heights Finance Corporation ("you" and "your") a security interest in the Property to secure the Indebtedness, as defined below.

Property. "Property" means the property that is listed on page 1 as well as all accessions, attachments, accessories, replacements and additions to the Property (for example appliances and fixtures attached to a mobile home or tires attached to a car), whether they exist now or are added later, together with all proceeds (including, but not limited to, insurance proceeds), if any, and sums owed by a third party or their insurer for damage or destruction to the Property.

Indebtedness. The word "Indebtedness" means the amounts I owe you under the Note above and any renewals, extensions, refinancings or modifications of the Note, including principal, interest and all other amounts, costs and expenses for which I am responsible under the Note or this Agreement. If any other note or agreement I have with you provides that collateral securing that loan may also secure this loan, you agree that such a provision will not be enforced by you.

Limitations. You are not granted a nonpurchase money security interest in household goods to the extent such a security interest is prohibited by law. If you are required to give a notice of the right to cancel any Indebtedness or the security interest in the Property under the federal Truth-in-Lending Act or any other applicable law, you will not have a security interest in the Property until such notice is given and the time for cancellation has expired.

Representations and Duties. I represent, agree and warrant that:

1. I own all of the presently existing Property free and clear of any liens and will defend the Property against any other claims.
2. I agree to keep the Property at the address listed above unless you agree that I can move it. If the Property is a vehicle, I will keep it at the address above, except for routine travel. I will not move the vehicle to another residence or another state or do anything which would require another state's certificate of title without your express written consent.
3. I will not sell, lease, borrow against or transfer any or all interest in or otherwise change my rights with respect to the Property without your express written consent until the Indebtedness is paid in full.
4. I will maintain the Property in good condition and repair ordinary wear and tear accepted, and will immediately notify you if the Property is damaged, lost or stolen. I will not use the Property in a manner that will violate applicable laws or subject the Property to seizure of forfeiture.
5. I will pay promptly when due all taxes and other charges relating to the Property.
6. I authorize you to inspect the Property regardless of its location at any reasonable time and I will cooperate fully in any inspection.
7. I will do whatever you request in order for you to perfect and maintain your security interest.

Insurance. In addition, until the Indebtedness is paid in full, I agree to keep the Property insured in such amounts and against such risks as you reasonably require. I will name you as a loss payee on the insurance policy and will provide you with proof of the insurance. The insurance policy will contain such terms that are reasonably acceptable to you, including a requirement that you be given prior written notice of any cancellation or reduction in coverage. If insurance proceeds are used to repair or replace the Property, you may require additional security for the loan. If the proceeds of the insurance are not sufficient to pay the Indebtedness, I will pay you any amounts I still owe you. If I fail to maintain insurance as required by you, I agree that you may, but are not required to, purchase insurance to protect your interest in the Property. Such insurance may not protect my interests in the Property and may not pay a claim that I make or a claim that is made against me in connection with the Property. The cost of such insurance may be more than the cost of insurance I could obtain myself.

Additional Remedies in the Event of Default. If I am in default under the Note or break any agreement I made to you in this Security Agreement, you may, in addition to any other rights you have under the Note or any other agreement relating to the loan:

1. Pay taxes or other amounts necessary to protect the Property or purchase insurance, but you are not required to do so. Amounts paid by you will become part of the Indebtedness and will be secured under this Agreement. You may accrue interest on such amounts at the interest rate provided in the Note and collect such amounts through higher payments during the term of the loan, a larger final payment on the date of maturity or additional payments.
2. Enforce your rights under the Uniform Commercial Code and other applicable law. This includes the right, among others, to enter upon the premises at the address shown above and take the Property peaceably and sell it. If the Property contains any goods not covered by this Agreement at the time of repossession, I agree that you may take such goods, provided that you make reasonable efforts to return them to me after repossession. If you request, I will make the Property available to you at a place reasonably convenient to both you and me. If you sell the Property, to the extent permitted by law, you will first recover the expenses of repossession, repair, sale, attorneys' fees and other collection expenses and apply the remaining "net proceeds" to the Indebtedness I agree that, to the extent permitted by law, I will owe you any deficiencies between the amount owed and the net proceeds you receive from the sale of the Property. Unless the value of the Property will decline rapidly in value or is sold on a recognized exchange market, you will give me, and other persons as required by law, reasonable notice of the time and place of any public or private sale. I agree the notice is reasonable if it is sent to me by first class mail at my last known address 10 days before the sale or disposition, except as otherwise required by applicable law.

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Financing Statements. I authorize you to file financing statements, including UCC filings and all other documents that are necessary to perfect, protect, and continue your security interest in the Property. I will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law. I irrevocably appoint you as my attorney-in-fact to execute financing statements and documents of title in my name and to execute all documents necessary to transfer title if there is a default. I also agree to pay the costs of releasing or terminating your security interest.

Unless I provide evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance I may be able to obtain on my own.

ORAL AGREEMENTS. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

ARBITRATION AGREEMENT

Read this Arbitration Agreement carefully as the Arbitration Agreement applies to the undersigned Borrower(s) ("I", "me" and "my") and Heights Finance Corporation ("you" and "your"). The Arbitration Agreement will have a substantial impact on the way you and I resolve any dispute which you or I have against each other now or in the future, if I do not reject it. You and I agree to this Arbitration Agreement. Instead of litigation in a court, if any Dispute (as defined below in the section captioned "Types of Claims Covered") arises between the parties, you and I will resolve the Dispute by binding arbitration if either party elects arbitration. IF YOU OR I ELECT TO ARBITRATE A DISPUTE, YOU AND I WILL NOT HAVE THE RIGHT TO PURSUE THAT DISPUTE IN COURT OR HAVE A JURY DECIDE THE DISPUTE. ALSO, YOUR AND MY ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Types of Claims Covered. "Dispute" shall have the broadest meaning possible. It includes any claim, dispute, or controversy between me (which shall include any co-signers under this Note) and you that in any way arises from or relates to the loan, the Collateral, this Note, or the relationships resulting from any of the foregoing. This includes disputes arising from actions or omissions on or prior to the date of this Note. As solely used in this Arbitration Agreement, the terms "you," and "your," mean any of the following: (1) the Lender; (2) any subsequent holder of this Note; and (3) each of their parent companies; wholly or majority-owned subsidiaries; affiliates; commonly-owned companies; successors; assigns; and any of these entities' employees, officers, directors, and agents. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods and services in connection with the origination, servicing, and collection of the loan, this Note, or the Collateral, if you name that third party and us as defendants in a single proceeding. Dispute includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for injunctive or declaratory relief). "Dispute" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Agreement or any part thereof (including, without limitation, this sentence, the section captioned "Class Action Waiver," or the last sentence of the section captioned "Severability"); 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 Note as a whole is for the arbitrator, not a court, to decide.

Choosing the Arbitration Organization. Any Dispute shall be decided before one of the following ("the arbitration organization"): American Arbitration Association (https://www.adr.org/) ("AAA"); JAMS (https://www.jamsadr.com/); or another arbitration organization selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve, and the parties are unable to select an arbitration organization by mutual consent, the arbitration organization will be selected by a court. The party asserting the Dispute may select the arbitration organization. Notwithstanding any language in this Arbitration Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration organization that has in place a formal or informal policy that purports to override the Class Action Waiver below. Any arbitration under this Arbitration Agreement shall be conducted under the then current arbitration rules for the arbitration organization selected. Even if all parties have opted to litigate a claim in court, you or I may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

Costs and Location of Arbitration. Each arbitration organization charges fees to administer an arbitration proceeding. The arbitrator also charges fees. This includes fees not charged by a court. If either I or you require a Dispute to be arbitrated, I may tell you in writing that I cannot afford to pay the fees charged by the arbitration organization and/or the arbitrator or that I believe those fees are too high. If my request is reasonable and in good faith, you will pay or reimburse me for all or part of the fees charged to me by the arbitration organization and/or arbitrator. The fee schedule provided in the rules for consumer disputes by the particular arbitration organization, if any, will apply. Also, you will bear any fees and costs if applicable law requires you to do so or if doing so is necessary to ensure that the Arbitration Agreement is enforceable. The arbitration hearing shall be conducted in the federal district in which I reside, or at some other place I request, if you agree.

Class Action Waiver. IF I OR YOU ELECT TO ARBITRATE A DISPUTE: (1) NEITHER I NOR YOU MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT, OR CLASS MEMBER; (2) NEITHER I NOR YOU MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) DISPUTES BROUGHT BY OR AGAINST ME MAY NOT BE JOINED OR CONSOLIDATED WITH DISPUTES BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.

Arbitration Result and Right to Appeal. The parties agree: (1) that once one of the parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all Disputes; and (2) that by entering into this Arbitration Agreement, the parties are waiving their right to a jury trial and their right to bring or participate in any class action in court or through arbitration. The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing state or federal law when making an award. The arbitrator shall award only the damages or other relief permitted by applicable state or federal law for an individual claim. The parties acknowledge and agree that the Federal Arbitration Act ("FAA") shall govern any arbitration under this Arbitration Agreement notwithstanding any election of other governing law in the Note. At the request of either party, the arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may enter judgment on the award in any court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties, except that if the amount of the Dispute exceeds $25,000, all parties may appeal the arbitrator's award if and as provided by the rules of the arbitration organization. Notwithstanding any language in this Arbitration Agreement to the contrary, the parties maintain all rights to appeal provided by the FAA.

Small Claims. Notwithstanding any other provision of this Arbitration Agreement to the contrary, the parties retain the right to seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. In the event that such a claim is later amended to seek class relief, is removed or appealed to another court, or a larger amount is sought, the parties shall at such time be permitted to require arbitration.

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ARBITRATION AGREEMENT (continued)

Severability. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Agreement, this Note or any other agreement entered into by you with us, except that the parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Binding Effect of Arbitration Agreement. This Arbitration Agreement becomes part of all documents that evidence the transactions between me and you. This Arbitration Agreement is binding upon and benefits me and my respective heirs, successors, and assigns. This Arbitration Agreement also is binding upon and benefits you. In the event that you assign the Note or other related contract to any other party, such assignee shall have all of your rights under this Arbitration Agreement. This Arbitration Agreement shall survive any satisfaction, rescission, or termination of the Note and/or any other related agreement and any bankruptcy by you (to the extent permitted by applicable bankruptcy law). In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the terms of this Note, on the other hand, this Arbitration Agreement shall govern.

Right to Reject Arbitration Agreement. I may opt out of this Arbitration Agreement by sending a written notice to you of my election to opt out. Such notice, to be effective, must be sent to you at Heights Finance Corporation, Attn: Legal Department, 7707 N. Knoxville Ave. Suite 201, Peoria, IL 61614. I must send this notice by certified mail, and it must be received by you not later than 45 days after the date of the Note. Rejecting this Arbitration Agreement will not affect any other provision of this Note or Security Agreement.

SIGNATURES

I have read this document and by signing below I agree to the terms and conditions set forth on pages 1, 2, 3, 4 and 5 of this document and acknowledge receipt of a completed copy of this document, including the Federal Disclosure Statement, on the date stated above.

Borrower NICOLE PACE

Signed in the presence of:

Borrower _____

Borrower _____

Jessica M Weber
WITNESS

Borrower _____

The person signing below grants creditor a security interest in the Property described above, subject to the terms and conditions set forth in this document, but does not promise to repay the loan personally.

Signature _____

The following notice applies to this loan if all or a substantial part of the proceeds of the loan was used to purchase property or services from a seller who refers consumers to Heights Finance Corporation

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BORROWER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BORROWER SHALL NOT EXCEED AMOUNTS PAID BY THE BORROWER HEREUNDER.

4848-2747-4349, v. 1

Computershare Trust Co, National Association, as Collateral Agent acting solely for the benefit of the Secured Parties, as secured party and assignee