

**DEFERRED DEPOSIT AGREEMENT**

In this Deferred Deposit Agreement (this "Agreement"), the words "you" and "your" mean each customer so named below; the words "we", "us", and "ours" mean Alpha Omega Consulting Group, Inc., which is the "Creditor" in this transaction.

Loan NO: CA76100R

Loan Date: 11/14/2005

Date Due: 11/28/2005

**LENDER:**

Alpha Omega Consulting Group, Inc.  
716 Vauxhall Drive  
Nashville, TN 37221  
(615) 662-9537

**BORROWER:**

RON W JONES  
1015 EAST BOBBY COURT  
MILLERSVILLE, 37072-  
Home: (615) 855-1999 Work: 615-662-9537  
Soc. Sec. Number: 545-45-4544

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>AMOUNT FINANCED</b>	<b>TOTAL OF PAYMENTS</b>
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.
469.29%	\$36.00	\$200.00	\$236.00

**PAYMENT SCHEDULE:**

**Number of Payments: 1 Amount of payment: \$236.00 When Payment is Due: 11/28/2005**

**SECURITY:** Your post-dated check is security for this loan.

**PREPAYMENT:** If I payoff early, I will not be entitled to a refund of part of the finance charge. See the information below and on second page for additional information about contract terms, non-payment, and default.

**ITEMIZATION OF THE AMOUNT FINANCED:** (1) Amount given to you directly: \$200.00; (2) Amount paid on account no. with us: \$0.00.

**PROMISE TO PAY:** I Promise to pay to Alpha Omega Consulting Group, Inc. (Creditor), the total amount due as shown above in "Total of Payments" of \$236.00.

This Agreement shall be governed by the laws of California, except that the arbitration provision shall be governed by the Federal Arbitration Act. This transaction is not contingent upon the purchase of any other product or service. By signing this Agreement you acknowledge that it was filled in before you did so, and that you have read, understand, and agree to all the terms and conditions of this Agreement, including the provision entitled "Waiver of Jury Trial and Arbitration Agreement," and acknowledge receipt of the transaction proceeds in the amount stated above. You further acknowledge that you have received a completed copy of it. You also make the following material representations to us: that you are solvent and generally paying debts as they come due, that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for any type of bankruptcy proceeding while this loan is outstanding or within 121 days after you repay the loan, that you intend to repay this loan and have provided to us a check to satisfy your obligation to repay the loan, and that your check will be honored on the date it bears and there will be sufficient funds in your account on that date to pay the check when it is presented for payment. You acknowledge that the account on which the Check is drawn is a legitimate, open, and active account. You also authorize us to initiate debit/credit entries to this account for all payments due, including any fees due for items returned unpaid. This document represents the final agreement between Creditor and you and may not be contradicted by evidence of any alleged oral agreement.

I hereby declare the information contained in this Agreement is true and correct to the best of my knowledge, and consent to the release of my non-public personal information.

Customer: \_\_\_\_\_ Date: \_\_\_\_\_ Lender: \_\_\_\_\_

Customer: \_\_\_\_\_ Date: \_\_\_\_\_ Lender: \_\_\_\_\_

**Additional Terms and Conditions Contained on Pages 2-3**

**ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT**

DEFAULT AND RETURNED CHECK CHARGE. You will be in default under this Agreement if you do not pay us the amount you owe us in full by the scheduled Payment Date, or if you cause the Check not to be honored. You agree to pay a charge of \$25.00 for each check returned or otherwise unsatisfied. You are not subject to criminal prosecution in connection with this transaction and will not be threatened with such prosecution.

METHOD OF PAYMENT. The Check is both security and payment for your obligations under this Agreement. We may negotiate the Check on the Payment Date or thereafter if you have not paid us in cash or other immediately available funds the Total of Payments before noon on the Payment Date. If payment is made prior to negotiation of the Check, we will negotiate or transfer the Check to you at the time we receive payment. We are not permitted to accept collateral in connection with this transaction.

PREPAYMENT. As stated in Our Disclosures, you may prepay in whole or in part at any time the amount due under this Agreement and will not incur any additional charge or fee. If you prepay in full, you are not entitled to a rebate or refund of the unearned finance charge.

ASSIGNMENT. We may assign or transfer this Agreement or any of our rights hereunder. If we assign or transfer this Agreement, any checks held shall not be subject to the provisions of Section 1719 of the Civil Code and you will not be required to pay treble damages in the event of dishonor.

WVAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT. Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Applicant/Personal Information of the Application), this Agreement (including this arbitration provision and the fees charged), or any prior agreement or agreements between you and us; (b) all counterclaims, cross-claims and third party claims; (c) all common law claims, based upon contract, tort, fraud, and other intentional torts; (d) all claims based upon a violation of any state or federal constitution, statute or regulation; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually, as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against us and/or any of our employees, agents, officers, shareholders, members, directors, managers, governors, or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief.

2. Except as provided in Paragraph 4 below, all disputes, including the validity of this arbitration provision, shall be resolved by binding arbitration. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return, receipt requested, of their intent to arbitrate, and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879), J.A.M.S./Endispute (1-800-352-5267), or National Arbitration Forum (1-800-474-2371). However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected, or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization, or of your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization at the toll free number listed above.

3. If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent such exceed the court costs you would have incurred if you had filed the dispute in a state court with jurisdiction. If related third parties or we demand arbitration, then at your request we will advance your portion of the Arbitration Fees. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Agreement occurred, or in such place as shall be ordered by the arbitrator. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"); shall apply statutes of limitation; and shall honor claims of privilege recognized at law. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for Summary Judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

If allowed by statute or applicable law, the arbitrator may award a party's reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

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

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

6. Our agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement involves interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Wisconsin.

7. This WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT is binding upon and benefits you, your respective heirs, successors and assignees.

This arbitration provision is binding upon and benefits us, our successors and assignees, and related third parties. This arbitration provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This arbitration provision survives any termination, amendment, expiration or performance of a transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.