

PAYDAY LOAN CONTRACT AND DISCLOSURE STATEMENT

Lender: Johnson's Title & Payday Loan 123 Anywhere Street Chicago, Illinois 60016 456-789-4568

Date: 4/12/2006

Loan Number CA100

Maturity Date: 4/26/2006

Borrower: RON JOHNSON
Address: 600 W QUEEN STREET
City, State, Zip: HAMPTON, VA 23669-

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE <i>The cost of your credit as a yearly rate</i>	FINANCE CHARGE <i>The dollar amount the credit will cost you</i>	AMOUNT FINANCED <i>The amount of credit provided to you or on your behalf</i>	TOTAL OF PAYMENTS <i>The amount you will have paid after all scheduled payments are made</i>	ITEMIZATION OF AMOUNT FINANCED Amount Given Directly to you: \$200.00 2. Amount Paid on Previous Loan with us: \$0.00
391.07%	\$30.00	<i>\$200.00</i>	<i>\$230.00</i>	

Security

* Your post-dated check(s) and/or Automated Clearing House Authorization ("ACHA") which if so attached, is/are made part of this Agreement, as though fully stated herein is security for the loan.

* Your wage assignment, if given, is also security for this loan.

PAYMENT SCHEDULE Your payment schedule will be:

Number of Payments	Amount of Payment	When Payment is Due
1	\$230.00	4/26/2006

Prepayment

A Consumer may cancel future payment obligations on a payday loan, without cost or finance charges, no later than the end of the second business day, immediately following the day on which the payday loan was executed. If you pay off early, you will be entitled to a refund of a portion of the finance charge. See below and additional pages of this contract for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

By signing this Loan Contract and Disclosure Statement (this "contract") and accepting a loan from Johnson's Title & Payday Loan ("Lender") the undersigned borrower ("I", "you", "borrower") agrees to and accept the terms and conditions set forth on all pages of this contract.

I UNDERSTAND THAT IF I STILL OWE ON ONE OR MORE PAYDAY LOANS AFTER 35 DAYS, I AM ENTITLED TO ENTER INTO A REPAYMENT PLAN THAT WILL GIVE ME AT LEAST 55 DAYS TO REPAY THE LOAN IN INSTALLMENTS WITH NO ADDITIONAL FINANCE CHARGES, INTEREST, FEES, OR OTHER CHARGES OF ANY KIND.

WARNING: THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD ONLY BE USED TO MEET SHORT-TERM CASH NEEDS. THE COST OF YOUR LOAN MAY BE HIGHER THAN LOANS OFFERED BY OTHER LENDING INSTITUTIONS. THIS LOAN IS REGULATED BY THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.

YOU CANNOT BE PROSECUTED IN CRIMINAL COURT TO COLLECT THIS LOAN.

Signature of Borrower

Date

Lender: Johnson's Title & Payday Loan

Date

Name: _____ Title: _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENT

ACH/EFT

Johnson's Title & Payday Loan

1. Unless the authorization in item 4 below is properly and timely revoked there will be a \$20.00 fee on any ACH debit entry items that are returned at the time of collection.

2. You authorize Johnson's Title & Payday Loan or their servicers and affiliates, to contact you at your place of employment or residence at any time up until 9:00 PM your local time, regarding your loan.

You represent that you have not recently filed for bankruptcy and have no present intentions of doing so.

4. You authorize us, Johnson's Title & Payday Loan, or our servicer, agent, or affiliate to initiate one or more ACH debit entries (for example, at our option, one debit entry may be for the principal of the loan and another for the finance charge) to your Deposit Account indicated below for the payments that come due each pay period and/or each due date concerning every payment, with regard to the loan for which you are applying. The Depository Institution named below, called BANK, will receive and debit such entry to your Checking Account.

Bank Name	Routing Number	Account No.
First Tennessee Bank		111222333

This authorization becomes effective at the time we make you the loan which you are applying and will remain in full force and effect until we have received notice of revocation from you by certified mail return receipt and signature requested. It does not authorize us to make debit entries with regard to any other loan. You may revoke this authorization to effect an ACH debit entry to your Account by giving written notice of revocation to us, which must be received no later than 3 business days prior to the due date of your loan by certified mail. However, if you timely revoke this authorization to effect ACH debit entries you authorize us to prepare and submit one or more checks drawn on your Account on or after the due date of your loan. This authorization to prepare and submit a check on your behalf may not be revoked by you until such time as the loan is paid in full.

You also authorize Johnson's Title & Payday Loan or their services and affiliates in the event of default to enter one or multiple debit entries to any account you might have in the future, for up to three years, to collect this loan and all of the accrued interest and fees.

X _____
SIGNATURE

X _____ 4/19/2006
DATE

X _____
PRINT NAME

X _____
LOAN NUMBER

X _____
LOAN OFFICER

PROMISE TO PAY: You promise to pay Lender the principle amount equal to the AMOUNT FINANCED shown on the first page of this contract, plus the FINANCE CHARGED specified "WHEN PAYMENT IS DUE" shown in the "PAYMENT SCHEDULE" on the first page of this contract. Payments will be applied to the finance charge and the principle amount outstanding in that order. If you do not elect to provide a post dated personal check, an EFT authorizations or payroll deduction authorization to Lender as described below, payment must be made by money order, cash or certified check at the address set forth at the top of the first page of this contract.

REPAYMENT METHOD - POST-DATED PERSONAL CHECK: If at the time the loan is made you leave with Lender, and Lender accepts a post-dated check for the amount due under this contract, Lender will cash check(s) on or after the date identified on such check(s) unless you have otherwise paid the loan in full. If Lender cashed a check for more than the total principle and finance charge, Lender will return any excess amount to you by mail to the address you have provided to Lender. YOU HEREBY AUTHORIZE LENDER TO TRUNCATE ANY CHECK YOU PROVIDE TO LENDER BY CONVERTING IT INTO AN ACH DEBIT ENTRY. In the event you pay or prepay your loan and all amounts due under this contract in full, Lender will destroy or return to you any remaining personal checks that you may have previously provided for this loan.

REPAYMENT METHOD – EFT AND PAYROLL DEDUCTION AUTHORIZATION: If you provide to Lender an Electronic Funds Transfer Authorization "EFT AUTHORIZATION", Lender will deduct payment when due from the bank account specified in you EFT authorization. If you provide the Lender a Payroll Deduction, your employer will deduct payment, when due from your paycheck and pay the amount to Lender. YOU ARE NOT REQUIRED TO SIGN AN EFT AUTHORIZATION OR A PAYROLL DEDUCTION AUTHORIZATION. IF YOU HAVE ELECTED TO EXECUTE AN EFT AUTHORIZATION OR A PAYROLL DEDUCTION AUTHORIZATION, THE REQUIRED PAYMENT WILL BE DEDUCTED FROM YOUR BANK ACCOUNT OR YOUR PAYCHECK ON THE DUE DATE UNLESS PRIOR TO THE DUE DATE, YOU (1) PAY BY MONEY ORDER, CASH, OR CERTIFIED CHECK, THE PAYMENT DUE OR (2) PROVIDE WRITTEN NOTICE OF THE REVOCATION OF YOUR EFT AUTHORIZATION TO LENDER OR YOUR BANK OR PROVIDE WRITTEN NOTICE OF THE REVOCATION OF YOUR PAYROLL DEDUCTION AUTHORIZATION TO YOUR EMPLOYER.

CANCELLATION RIGHT: If you inform Lender in writing prior to the end of the second business day after the date the contract is executed that you wish to cancel this loan and return to Lender the uncashed proceeds, check or cash in an amount equal to the principle of the loan then this loan agreement shall be cancelled without cost or finance charges, and you will have no further obligation to pay any additional amount of the loan.

PAYMENT – PREPAYMENT: After each payment in full or in part, Lender will give either a signed dated receipt or a signed computer generated receipt showing the amount paid and the balance due on the loan. You may prepay the loan in increments of \$5.00 or more without cost or penalty. If you submit a written request to Lender, Lender will provide to you in writing the payoff amount as of the date of the request.

INSUFFICIENT FUNDS: If any check or ACH debit is dishonored because of Insufficient or uncollected funds or because no such account exists and Lender incurs an expense, you will pay a fee of \$20.00

DEFAULT: If you fail to pay any payment on the due date, Lender may declare your loan in default, subject to applicable law. If your loan is in default the entire amount of unpaid principle and accrued interest shall be immediately due. Lender will not be obligated to give you any notice in the event of default. Lender will be entitled to pursue any remedy available under applicable law to collect this loan and all amounts hereunder, including cashing any personal checks in Lenders possession and /or debited your bank account pursuant to any revoked EFT authorization.

ARBITRATION: Any claim or dispute ("CLAIM") by either you or Lender against the other or other's employees, agent, or assigns, arising from or relating in any way to the contract (whether under a statute, in contract, or otherwise and whether for money damages, penalties, or declaratory or equitable relief), and including claims regarding the applicability of this Arbitration section or the validity of this contract shall be resolved by binding arbitration, except that (1) you may pursue Claims in small claims court if they qualify for hearing by such court and (2) Lender may pursue Claims in any court with jurisdiction if the Claims relate solely to the collection of a debt you owe Lender. The National Arbitration Forum ("NAF") in Chicago, Illinois shall conduct arbitration under the code of procedure in effect at the time the Claim is filed. Rules and forms of the NAF may be obtained and Claims may be filed at any NAF office, or P. O. Box 50191, Minneapolis, MN 55405, 1-800-474-2371. . If the NAF is unable or unwilling to act as arbitration, Lender may substitute another nationally recognized independent arbitration organization that uses a similar code of procedure. Judgement upon any award may be entered in any court having jurisdiction. The arbitrator shall follow applicable substantive law and shall honor any claims or privileges recognized thereby, if any party requests, the arbitrator shall write an opinion containing the reasons for the award. A jury hears no claim submitted to arbitration, and no claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class or claimant with respect to any claim. This Arbitration section shall survive the termination of the payment of your debt in full or sale of the debt by Lender.

THE RESULT OF THIS ARBITRATION SECTION IS THAT, EXCEPY AS PROVIDED ABOVE, CLAIMS CAN NOT BE LITIGATED IN COURT, INCLUDING SOME CLAIMS THAT WOULD HAVE BEEN TRIED BY A JURY, AND CAN NOT BE LITIGATED AS CLASS ACTIONS OR AS PRIVATE ATTORNEY GENERAL ACTIONS.

MISCELLANEOUS: This loan has been made pursuant to the provisions of the Illinois Payday Loan Reform Act. You represent and warrant that all information you supply to the Lender is true and accurate. Including without limitation, all information you provided in your loan application and related documents. Lender may accept partial payments, and a payment bearing any marks suggesting that payment is in full without losing any rights provided under this contract or by law. No delay or failure in enforcing any right of Lender will be deemed a waiver of such right under any circumstances, nor will it be deemed to modify this contract. You may not assign any rights or obligations under this contract. Lender may assign its rights under this contract subject to applicable law, provided that any assignees take this contract subject to all claims and defenses of borrower. If any term or provision of this contract is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect. This contract and all documents provided with this contract will be governed by the substantive laws of the State of Illinois, without regard to principles of conflicts of law.

If you request a repayment plan within 28 days after default under this loan, Lender will prepare a written repayment plan agreement and both parties must execute the repayment plan agreement. The terms of the repayment plan and execution thereof by both parties shall comply with the Illinois Payday Loan Reform Act.

WAGE ASSIGNMENT

Assignor's (Employee/Borrower)
Name And Address:

RON JOHNSON
600 W QUEEN STREET
HAMPTON, VA 23669-

Employer Name And Address:

LIVEOPS
3340 HILLVIEW AVE
PALO ALTO, CA 94304-

Assignor's Social Security Number: 226-08-9406

Loan Number: CA100 Date of Loan 4/12/2006 Maturity Date: 4/26/2006

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
391.07%	\$30.00	\$200.00	\$230.00

Your Payment Schedule is:

One payment of \$230.00 due on 4/26/2006

This Wage Assignment is being executed by me ("Assignor") to secure the above-referenced loan given to me by Johnson's Title & Payday Loan ("Assignee"). If, 40 days after the Payment Due Date, I am in default under the terms of my loan agreement, Assignee will have the right, pursuant to and in accordance with the Illinois Wage Assignment Act, 740 ILCS 170/.01 et seq., to collect the amount due from my present employer or a future employer. I understand that I may revoke this assignment of wages at will by written notice to Assignee.

The maximum wages, salary, commissions and bonuses that may be collected by Assignee herein for any work week shall not exceed the lesser of (1) 15% of such gross amount paid for that week or (2) the amount by which disposable earnings for a week exceed 45 times the Federal Minimum Hourly Wage prescribed by Section 206(a)(1) of Title 29, U.S.C., as amended, or the minimum hourly wage prescribed by Section 4 of the Minimum Wage Law (820 ILCS 105/1 et seq.) whichever is greater, in effect at the time the amounts are payable. The term "disposable earnings" means: that part of the earnings remaining after the deduction from those earnings of any amounts required by law to be withheld.

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

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

WAGE ASSIGNMENT

WITNESS:

ASSIGNOR:

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

Date: _____

Loan Number:

CA100

**ACKNOWLEDGEMENT
RECEIPT OF
CONSUMER NOTICE
REPORTING OF CREDIT
TO A
CONSUMER REPORTING AGENCY**

This shall acknowledge that on the date listed below, that I, RON JOHNSON, have received from Johnson's Title & Payday Loan a copy of the CONSUMER NOTICE REPORTING OF CREDIT, indicating that negative credit information related to the Loan Number stated above may be reported to a credit bureau.

(Signature of Borrower)

(Date)

Loan Number: CA100

OPTIONAL PRE-AUTHORIZATION TO ELECTRONIC FUND TRANSFER

On the date written below I have entered into an installment loan agreement with Johnson's Title & Payday Loan ("Lender"), whereby Lender has agreed to lend me a certain amount of money, as set forth in the Installment Note and Disclosure Statement ("Agreement") signed by me and dated as of today's date. In connection with this loan, I have provided Lender with a voided check from my bank account.

I hereby authorize the Lender to either: (a) electronically debit, or (b) issue a bank draft against, my bank account number 111222333 at First Tennessee Bank in the amount the installment payment (s), provided for by the Agreement on the due date of said installment(s).

Furthermore, in the event that I am in default under the Agreement, as that term is defined in the Agreement, I hereby authorize Lender to either: (a) electronically debit, or (b) issue a bank draft against, my bank account number 111222333 at First Tennessee Bank in the amount of the past due installment payment(s), or a portion thereof up to the outstanding past due balance as of the date of default.

I CAN REVOKE THIS AUTHORIZATION BY GIVING NOTICE OF REVOCATION TO LENDER. ANY REVOCATION IS EFFECTIVE ONLY AFTER LENDER HAS RECEIVED WRITTEN NOTICE FROM ME TO REVOKE THIS AUTHORIZATION IN SUCH TIME AND MANNER AS TO AFFORD A REASONABLE OPPORTUNITY TO ACT UPON THE NOTICE. I ALSO HAVE THE RIGHT TO STOP PAYMENT OF THE DEBIT ENTRY BY NOTIFICATION TO MY BANK AT LEAST THREE BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE ENTRY.

I acknowledge that I have read and understand this pre-authorization form and that I am entitled to a copy of it.

Signature of Borrower

Date

Loan Number: CA100

REPAYMENT PLAN ACKNOWLEDGEMENT

I UNDERSTAND THAT IF I STILL OWE ON ONE OR MORE PAYDAY LOANS AFTER 35 DAYS, I AM ENTITLED TO ENTER INTO A REPAYMENT PLAN THAT WILL GIVE ME AT LEAST 55 DAYS TO REPAY THE LOAN IN STALLMENTS WITH NO ADDITIONAL FINANCE CHARGES, INTEREST, FEES, OR OTHER CHARGES OF ANY KIND.

Borrower's Signature

Date _____