

**MISSOURI LOAN AGREEMENT – CONSUMER CREDIT DISCLOSURE**

In this Loan Agreement (this "Agreement"), the words "Borrower," "you" and "your" means the Borrower identified below and all who have signed as Borrower. The words "Creditor," "we," "us" or "our" means the entity identified as Creditor in the box below.

Creditor / Licensee  AOCG 716 Vauxhall Drive Nashville, TN 37221 (615) 662-9537	Borrower  Calvin Brazier 123 Anywhere Street Nashville TN 37221
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**FEDERAL TRUTH-IN-LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b> (The cost of your credit as a yearly rate)  <b>391.07%</b>	<b>FINANCE CHARGE</b> (The dollar amount the credit will cost you)  <b>\$30.00</b>	<b>Amount Financed</b> (The amount of credit provided to you on your behalf)  <b>\$200.00</b>	<b>Total of Payments</b> (The amount you will have paid after you have made all payments as scheduled)  <b>\$230.00</b>
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**PAYMENT SCHEDULE:** 1 payment of \$230.00 due on 4/28/2009. (Loan No. - CA100)  
**SECURITY:** This loan is unsecured.  
**LATE CHARGE:** If your payment is 15 or more days late, you will be charged a fee of 5% of the payment due not to exceed \$50.  
**PREPAYMENT:** If you pay your loan off early, you will not have to pay a penalty and you may be entitled to a refund of part of the Finance Charge. See the rest of this loan agreement for additional information about nonpayment, default, and prepayment refunds and penalties.

**ITEMIZATION OF THE AMOUNT FINANCED:**

Late Charge on Prev. Account  
  
 Prev. Balance  
  
 Less Refund  
  
 Net Balance Renewed  
  
 Cash to me  
  
 Amount Financed.

**Promise to Pay:** You promise to pay us the Total of Payments in accordance with the payment schedule identified in the Federal Truth-In-Lending Disclosure above. The loan will bear interest at the Annual Percentage Rate shown above until paid in full. The total amount of interest and fees collected on this loan and all renewals shall not exceed 75% of the original amount of this loan.

**Loan Origination Fee:** If this loan has a term of 30 days or longer, you agree to pay a loan origination fee of 5% of the amount loaned not to exceed \$75. This fee shall not apply to any extension, refinance, restructure or renewal of this loan.

**Method of Payment:** On this day, you delivered to us your personal check in the amount of the Total of Payments and we paid the Amount Financed directly to you. We agree to defer presentment of your check until the date the payment is due on stated above (the "Due Date").

You may, but are not required to pay the full amount of your check with cash either before or on the Due Date. If you make payment prior to the Due Date, we will return your check to you at the time we receive your cash payment. If you do not make payment prior to the Due Date, then you authorize us, at our option, to do one or more of the following (i) deposit your check, (ii) present your check to the bank on which it is drawn for payment or (iii) initiate an automated clearing house ("ACH") or other form of electronic funds transfer ("EFT") to satisfy your obligation to us. Provided you have not paid the full amount of your check on or before the Due Date, you agree (i) to maintain a sufficient balance in your checking account so as to permit your check to clear, (ii) not to issue a stop payment on your check, and (iii) to refrain from closing your account with the bank on which your check is drawn.

**Prepayment:** If you pay the loan off early, we will recompute the amount of interest earned to the date of repayment and you will be charged only for the actual number of days elapsed on the basis of the rate of interest originally contracted for the time actually outstanding. Notwithstanding the previous sentence, you may cancel future payment obligations on your loan, without cost or finance charges, no later than the end of the next full business day immediately following the day on which this Agreement was executed. In order to do so, you must return the full principal balance to us before the close of our next full business day. The Loan Origination Fee is not refundable unless you pay off your loan by the end of the next full business day in which case we will refund the Loan Origination Fee.

**Late Charge:** If your payment is 15 or more days late, you agree to pay a late fee of 5% of the payment due not to exceed \$50.

**Insufficient Funds Fee:** If your bank dishonors your check, EFT or other financial instrument, then you agree to pay us the actual charges we are assessed for processing a refused instrument plus a handling fee of \$25.

**Default:** You will be in default under this Agreement if (a) you fail to pay the Total of Payments on the Due Date and your bank later dishonors your check or electronic debit or (b) you provide false or misleading information in connection with this loan including, but not limited to, employment, credit, banking or other information.

**Attorney Fees & Court Cost:** If it becomes necessary for us to file suit to collect this loan, you agree to pay attorneys' fees and court costs pursuant to Section 408.140.1(8) of the Missouri Revised Statutes.

**Renewal:** At our option, we may grant you up to two renewals of this loan. To be eligible for a renewal, you must reduce the principal amount of the loan by not less than 5% per renewal.

**NOTICE TO BORROWER:**

1. This lender offers short-term loans. Please read and understand the terms of the Loan Agreement before signing.
2. You may cancel this loan without costs by returning the full principal balance to the lender by the close of the lender's next full business day.
3. By Signing below you certify that you do not have any small loans with this lender, which in aggregate exceeds five hundred dollars. In addition, you certify that you are not repaying this loan with the proceeds of another loan made by this lender.
4. This contract contains a binding arbitration provision which may be enforced by the parties.
5. By signing below you consent to the Electronic Funds Transfer provision contained on page 2 of this Loan Agreement.

I hereby acknowledge receipt of a copy of this notice. (Borrower) **X** \_\_\_\_\_ (Date) \_\_\_\_\_

**SIGNING BELOW, YOU AGREE TO EVERY PROVISION CONTAINED IN THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAD THE OPPORTUNITY TO REVIEW IT PRIOR TO SIGNING.**

**X** \_\_\_\_\_  
 Print Date: \_\_\_\_\_ By (Print) Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ADDITIONAL TERMS OF AGREEMENT

**Electronic Funds Transfer:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time EFT from your account or to process the payment as a check transaction. You authorize us to collect a fee of \$25 through an EFT from your account if your payment is returned unpaid. This authorization becomes effective at the time of the loan, for which you have applied for, is made and will remain in full force and effect, for this and all future transactions. You may revoke this authorization to effect EFT entries to your account by giving written notice of revocation to us, which to be effective must be received in time to afford us a reasonable opportunity to act on it. However, if you revoke this authorization to effect EFT entries before the entire balance due is paid in full, you are still obligated to make payment in full.

**Privacy Policy:** We recognize your right to privacy and that you have the right to expect your personal nonpublic information to remain private and secure. This notice described our Privacy Policy and the measure we take to protect the privacy of your nonpublic personal information. We do not disclose nonpublic personal information about you to anyone except as permitted by law.

Information We Maintain or Collect. We may routinely collect and retain information about you for specific business purposes. That information may include:

- Information that you provided in connection with your loan on applications, other forms, or verbally, such as your name, address, telephone number, social security number, and employment information.
- Information about your transactions with us, our affiliates, or other parties, such as information about your payment history, loan balance, and parties to transactions.
- Information we receive from consumer reporting agencies regarding credit and checking account history.

**Sharing of Nonpublic Information with Nonaffiliates.** We will not disclose your nonpublic personal information to outside marketers or other companies to allow them to independently solicit you for their products or services. In addition, we will not disclose your nonpublic personal information with nonaffiliated third parties except as permitted by law. Examples may include disclosures for purposes of performing a credit check, preventing fraud, responding to judicial process or a subpoena, or complying with federal, state or local laws. We may also disclose customer information to companies that perform services on our behalf such as account analysis and processing and with financial institutions with which we have joint marketing agreements. We require that outside companies and independent contractors providing service on our behalf enter into a confidentiality agreement that restricts the use of any nonpublic information to the agreed upon purposes and prohibits the independent use of that information.

**Information Sharing with Our Affiliates.** Our affiliated companies consists of financial service providers such as other payday lenders, insurance brokerage companies, and other financial services companies that work together to serve you. By affiliate, we mean a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. The law allows us to share with our affiliates any information about our transactions or experiences with you. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for example, credit bureaus).

**Confidentiality and Security of Information.** We restrict access to your nonpublic personal information to employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We test our security systems regularly and also contract with outside companies to audit our security systems and processes.

**Former Customers.** Our Privacy Policy for non public personal information about former customers is the same as our policy for current customers.

**Changes in Privacy Policy.** We may choose to modify this policy at any time. Customers will be notified at least annually of any modifications.

**Arbitration Provision:** Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement or application for your loan or advertisements, promotions, or oral or written statements related to the loan, or the terms of financing, the relationships which results from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement or this Arbitration Provision) or the validity, enforceability or scope of this Arbitration Provision or the entire Agreement (collectively "Claim"), shall be resolved, upon the election of you or us or said third parties, by binding arbitration by one arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA rules) in effect at the time of the execution of this agreement. Notwithstanding the previous sentence, you have the right to seek relief in a small claims court for a Claim within the scope of the small claims court's jurisdiction; provided, however, that Claims involving putative class or alleged monetary damages exceeding the jurisdiction of a small claims court shall be subject to binding arbitration pursuant to this Arbitration Provision. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. To the extent this agreement differs from the AAA rules this agreement controls. The AAA rules may be obtained by visiting [www.adr.org](http://www.adr.org) on the World Wide Web. There shall be no authority for any claims to be arbitrated on a class action basis. Further, an arbitrator can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. We will advance the cost of the filing and hearing fees for any Claim which you may file against us. The arbitrator will decide whether we or you will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This Arbitration Provision shall survive repayment of your loan or extension of credit and termination of your account. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it should not invalidate the remaining portions of this Arbitration Provision. You acknowledge and agree that by entering this arbitration provision.

1. **You are waiving your right to have a court, other than small claims court, resolve any dispute alleged against us or related third parties;**
2. **You are waiving your right to serve as a representative, as a private attorney general, or 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; and**
3. **Except as otherwise provided in this paragraph, You are in agreement to have all disputes of any kind resolved pursuant to this arbitration agreement.**

X

Print

Date:

By (Print)

Title:

Date: