

MISSOURI LOAN AGREEMENT – CONSUMER CREDIT DISCLOSURE

Date of Loan Agreement 4/14/2009

Amount of Loan Contract \$200.00

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 (866) 802-5742	Borrower Calvin Brazier 123 Anywhere Street Nashville TN 37221
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FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE <small>(The cost of your credit as a yearly rate)</small>	FINANCE CHARGE <small>(The dollar amount the credit will cost you)</small>	Amount Financed <small>(The amount of credit provided to you on your behalf)</small>	Total of Payments <small>(The amount you will have paid after you have made all payments as scheduled)</small>
391.07%	\$30.00	\$200.00	\$230.00

Your Payment Schedule will be: 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, subject to a minimum charge of \$15.

PREPAYMENT: If you pay your loan off early, you will not have to pay a penalty.

See the rest of this loan agreement for additional information about nonpayment, default, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED <u>\$200.00</u>	1. Amount Given to You Directly <u>\$200.00</u>	2. Amount Paid on Your Account <u>\$230.00</u>
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Promise to Pay: By accepting the loan, you promise to repay us the principal amount plus accrued interest. In accordance with Section 408.510 RSMO this is a simple interest, consumer installment loan. We compute interest on the amount of principal outstanding on your loan at the rate of 1/365 of the agreed annual rate for each day your loan is outstanding. You agree to make installment payments on the dates and in the amounts in accordance with the Payment Schedule above until the balance is paid in full. We apply payments on the day they are actually received; therefore, your actual rate of interest may not be the same as the Annual Percentage Rate stated above. This may also result in a different Finance Charge or Total of Payments than stated above. Your final payment may be larger or smaller than stated above depending on the timeliness of your actual payments.

Method of Payment: The proceeds of the loan will be advanced to you in a single advance by way of direct deposit to an account maintained by you or by a check or cash from us to you. All loan payments by you under this Agreement, including installment payments, may, at our option, be made by a preauthorized debit ("PAD") from a designated checking account in your name or otherwise by check, money order or other means approved by us in our sole discretion.

Prepayment: You may prepay either a portion or the full amount of the loan at any time without incurring any penalty or charge for the prepayment. Any prepayment will be applied first to accrued interest and then to the reduction of the principal balance. If you make a payment early, your next payment will be due as scheduled.

Insufficient Funds Fee: If there are insufficient funds to pay your preauthorized debit or check and your bank dishonors your debit or check, you agree to pay us an insufficient funds fee of \$25.00. We will only charge one insufficient funds fee per installment no matter how many times we initiate a debit or present your check.

Default: You will be in default under this Agreement if (a) you fail to pay any payment on or before the Payment Due Date or (b) you provide false or misleading information in connection with this loan including, but not limited to, employment, credit, banking or other information or (c) if you fail to keep any promise or perform any duty in this Agreement. If you are in default, we may, after providing all notices as required by law, demand payment in full at once. You agree to pay all our costs and disbursements, including reasonable attorney's fees, incurred in legal proceedings to collect this loan or to realize on a security after default.

Late Charge: If your payment is 15 days late, you agree to pay a late fee of 5% of the installment; up to \$50, subject to a minimum charge of \$15.

Attorney Fees & Court Cost: If it becomes necessary to file suit to collect this loan, you agree to pay attorney's fees and court costs pursuant to Section 408.140RSMO.

OPTIONAL PREAUTHORIZATION FOR ACH DEBITS

(Please attach a voided check)

I authorize You to initiate ACH debit entries in the amounts and on the date described in the payment schedule above to the account at the Institution ("Bank") named below for purpose of the payment of this loan. Furthermore, if any debit(s) should be dishonored by my Bank, I authorize You to collect an insufficient funds fee of \$25 from my account identified below.

Name of Bank: First Tennessee Bank

Transit/ABA No: (9 digits) 62-101789123 Bank Account No. 111-785-879

I understand that (a) I can cancel this authorization at any time by giving written notice to you in such time and in such manner as to afford you reasonable opportunity to act upon it; (b) I must notify you of any changes to my Bank or other information; and, (c) canceling this authorization does not cancel my loan and even if I cancel this authorization, I remain obligated to pay the loan.

Printed Name: _____ Date: _____

Signature: _____

ADDITIONAL TERMS OF AGREEMENT

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 confidentially 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: 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 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 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 provision or Agreement. You acknowledge and agree that by electing arbitration as a method of dispute resolution.

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.**

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

X

Borrower's Signature

Date:

By:

Title:

Date:

Notice: See Page 1 For Important Information