

# CONSUMER CREDIT DISCLOSURE AND LOAN AGREEMENT

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| <b>Borrower</b><br>TIFFANY JONES<br>155 WINDWARD WAY<br>TESTCITY, TN 37221<br>Social Security Number: XXX-XX-6799<br><b>Loan Number</b> CA100 <b>Loan Date</b> 3/3/2009 | <b>Creditor / Lender</b><br>Alpha Omega Consulting Group<br>716 Vauxhall Drive<br>Nashville, TN 37221<br>866-802-5742 |
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## Federal Truth-in-Lending

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

Payment Schedule: 1 payment of \$230.00 due on 3/17/2009  
 Prepayment: If you pay off early, you will not be entitled to a refund.  
 Security: 123

### ITEMIZATION OF AMOUNT FINANCED

|                                    |  |                                    |
|------------------------------------|--|------------------------------------|
| Amount Financed<br><b>\$200.00</b> | Amount given to you directly.<br><b>\$200.00</b> | Amount Refinanced<br><b>\$0.00</b> |
|------------------------------------|--|------------------------------------|

This Loan Agreement, Promissory Note, and Security Agreement is entered into by and between CREDITOR/LENDER and BORROWER/DEBTOR as of the above date, subject to the terms and conditions set forth and any and all representations BORROWER has made to LENDER in connection with this transaction.

**LOAN AGREEMENT.** You have requested a loan (the "LOAN") in the amount of the Amount Financed stated above (the "PRINCIPAL"). At your specific request, we as LENDER do hereby advance to you the Principal Amount. This loan is offered under the Laws governing money, interest and usury. You as BORROWER shall pay in cash to LENDER the amount set forth by the payment schedule above when due pursuant to the Promissory Note. Any notice that we as LENDER are required to provide you pursuant to the Agreement and/or the Uniform Commercial Code of the State of New Mexico will be deemed reasonable if sent to you at the address set forth by you above at least five (5) days before the event with respect to which notice is required. In the event the loan is repaid prior to maturity, BORROWER shall pay interest at the rate set forth as the ANNUAL PERCENTAGE RATE above for the number of days the loan is outstanding and there will be no prepayment penalty. The amount set forth above as the FINANCE CHARGE is deemed a service fee by New Mexico law and is not interest.

**TRUTH OF APPLICATION.** You certify that the information stated on this contract is true and correct. You understand that we are relying upon the Application and this Agreement. You authorize us to verify any information through any source including the use of a credit report.

**CUSTOMER'S BANK CHARGES.** You will not hold LENDER or our agents responsible for depositing any check(s) or for any fees you must pay as a result of any check(s) being deposited at your bank.

**DEFAULT.** You will be in default under this Agreement if: (a) you stop payment on the check(s) we deposit or otherwise fail to pay the Total of Payment on or before the Payment Due Date shown above, or (b) you provide false or misleading information about yourself, your employment or your financial condition (including the account on which any check(s) is (are) drawn) prior to entering this Agreement, or (c) any of the following things happen to you: death, failure to pay your other debts as they come due, appointment of a committee, receiver or other custodian of any of your property, or the commencement of a case under the Federal Bankruptcy Laws by or against you as a debtor.

**CONSEQUENCES OF DEFAULT.** Should you stop payment on a check(s) or otherwise be in default under this Agreement, we may at our option, exercise any one or more of the following remedies: (a) we may charge a default fee of \$20.00; (b) if payment is not made after written demand, we may go to court and get a judgment against you for the then unpaid amount of your obligations to us. In the event the judgment is entered in our favor, we may seek to collect this judgment through all judicial means necessary, including attaching your non-exempt property, or garnishing your wages; (c) if we have to hire an attorney to help us collect the amount you owe us, your signature on this Agreement constitutes your agreement to pay all of our reasonable attorney's fees, court costs, and other expenses, including the costs of foreclosure and legal remedies that we incur in collecting; (d) if we are advised by your bank or other financial institution that a check(s) has (have) been altered, forged, stolen, obtained through fraudulent means negotiated without legal authority, or represents the proceed of illegal activity, we are required by law to notify the New Mexico Attorney Generals Office and if the check(s) is (are) returned to us by your bank for any of these reasons, we may not release the check(s) without the consent of the investigated law enforcement authority.

**METHOD OF PAYMENT.** You understand that your check will be deposited within fifteen (15) days of your Payment Due Date. You agree that we may deposit a check held for deposit on the Payment Due Date if you have not paid us in cash or certified funds the amount of the Total of Payments on the Payment Due Date. If Payment is made prior to depositing a check held for deposit, we will return the check held for deposit to you at the time we receive payment.

**GOVERNING LAW.** Both this Agreement and the Application were executed at our offices listed above in the State of New Mexico and that they and this Transaction shall be governed by and construed and enforced solely in accordance with the laws of the State of New Mexico. **YOU AGREE THAT THE STATE COURTS LOCATED IN THE STATE OF NEW MEXICO WILL HAVE EXCLUSIVE JURISDICTION AND VENUE OF ACTION TO ENFORCE THIS AGREEMENT.**

Make your check payable to lender listed above, date your check for the due date. Your check will be deposited within fifteen (15) days of your Payment Due Date. I attest that I have carefully read the terms and conditions of this contract and agree to them.

3/3/2009

Borrower's Signature

Date

3/3/2009

Borrower's Signature

Date

3/3/2009

Lender's Signature

Date

**Alpha Omega Consulting Group**

**AGREEMENT TO ARBITRATE DISPUTES**

PLEASE READ THIS PROVISION CAREFULLY. By signing below and to induce us to process and consider your application for a loan, you and we agree to resolve any and all "disputes" between you and our servicers, agents, directors, officers, employees or us, regardless of when the dispute arose, by mandatory arbitration, according to the terms of this Agreement to Arbitrate Disputes ("Agreement"). As a limited exception, you and we each retain the right to resolve any dispute in New Mexico small claims court, but only such disputes that are within the jurisdiction of such court.

In this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, any claim, controversy or dispute brought under any law that in any way relates to or concerns this Agreement or the Loan Agreement, or that arises out of your application, the collection of loan, or any other provision of services or products, including any claims for monetary damages and/or equitable or injunctive relief.

Disputes shall be submitted to final, binding arbitration by the National Arbitration Forum ("NAF") under its Code of Procedure. NAF rules and forms are available (a) by mail to National Arbitration Forum P.O. Box 50191, Minneapolis, MN 55405, (b) by calling the NAF at 1-800-474-2371 or (c) at the NAF website, www.arb-forum.com. Disputes must be filed either in-person at the NAF Office, by mail or on the internet. We will pay all NAF filing, administration and arbitrator fees, unless your dispute is so improper as to be subject to sanctions under Federal Rule of Civil Procedure 11(b). If the arbitrator awards you the amount of your demand or more, we will reimburse you for your reasonable attorneys' fees and expenses incurred in bringing the dispute to arbitration. Any arbitration hearing, if one is held, will take place at a location near your residence.

You and we acknowledge that this Agreement affects interstate commerce and that the Federal Arbitration Act (9 U.S.C. §§ 1-16) and federal arbitration law apply to arbitrations under this Agreement (despite the choice of law provision). Judgment on the award may be entered in any court having jurisdiction. The arbitration provisions of this Agreement shall survive the closing and repayment of your transactions. All statute of limitations that are applicable to any dispute shall apply to any arbitration between you and us. This Agreement shall be governed by and construed in accordance with New Mexico law. Except as expressly provided otherwise, the provisions of this Agreement shall be severable.

NOTICE: EXCEPT AS NOTED ABOVE, YOU AND WE HAVE AGREED NOT LITIGATE DISPUTES IN COURT BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. **Borrower Initials** \_\_\_\_\_

CLASS ACTION WAIVER. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING DISPUTES AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. Notwithstanding anything to the contrary, if a court or arbitrator determines in a dispute between you and us that your waiver of any ability to participate in class or representative actions is unenforceable under applicable law, this Agreement will not apply, and you and we agree that such disputes will be resolved by a court of appropriate jurisdiction, other than a small claims court. **Borrower Initials** \_\_\_\_\_

JURY TRIAL WAIVER. WHETHER ANY DISPUTE IS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY DISPUTES BETWEEN YOU AND US. **Borrower Initials** \_\_\_\_\_

**OPTIONAL ACH AUTHORIZATION AGREEMENT**

You, TIFFANY JONES, the "Borrower" hereby authorize Alpha Omega Consulting Group to initiate an entry to your Checking/Savings Account for payment on Loan #CA100 dated 3/3/2009. If you have not paid Alpha Omega Consulting Group the amount due in cash or by other acceptable tender on or before the due date, your payment will be debited according to the due date on the Loan # CA100.

Borrower Name :TIFFANY JONES

Bank Name :First Tennessee

Routing #:

Account #: 123123123

If the payment is returned for non-sufficient funds, you authorize Alpha Omega Consulting Group to initiate a separate debit entry for the return debit charge of \$40.00 and all applicable service fees, taxes, and related expenses permitted by law. You may revoke this authorization by sending in written correspondence at least 3 business days prior to the due date.

You agree to the terms stated above and you have received a copy of this agreement.

**TIFFANY JONES**

\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Date