

# MOTOR VEHICLE TITLE PLEDGE AGREEMENT

PLEDGOR Ronnie C Johnson and Shirley R Martin 1015 East Concord Avenue Goodlettsville TN 37072						DATE MADE 11/29/2006			
Title Pledge Lender ALPHA OMEGA CONSULTING GROUP 716 VAUXHALL DRIVE NASHVILLE, TN 37221 615-662-9537						Loan Number TL202			
DL Number	State	SSN	Home Phone	Work Phone	D.O.B.	Eyes	Race	Height	Sex
077636262	TN	404-04-0404	(615) 855-1192	615-662-9537	4/24/1958	Brown	White	5'6"	M
<b>Description of Pledged Titled Personal Property - TITLE ONLY</b>									
Year	Color	Make	Model	License No.	VIN	Title Certificate Number			
2000	Black	BMW	735i	486JDW	12345678912345678	88251024			

## FEDERAL TRUTH IN LENDING DISCLOSURE

<b><u>ANNUAL PERCENTAGE RATE</u></b>  The cost of your credit as a yearly rate.  <b><u>10.00%</u></b>	<b><u>FINANCE CHARGE</u></b>  The dollar amount the credit will cost you.  <b><u>\$8.22</u></b>	<b><u>Amount Financed</u></b>  The amount of credit provided to you or on your behalf.  \$1,000.00	<b><u>Total of Payments</u></b>  The amount you will have paid after you have made all payments scheduled  \$1,008.22
<b>SECURITY:</b> Title Pledge Lender will have a security interest in the titled personal pledged property listed above.			<b>MPR</b> <b>0.83%</b>
<b>PREPAYMENT:</b> If you pay off early, you will not be entitled to a refund of part of the finance charge.			<b>Maturity Date</b> 12/29/2006
<b>PRIVACY NOTICE:</b> We value the trust you place in us to keep your "Personal" information confidential. We do not disclose any nonpublic information about our customers or former customers to anyone, except to our affiliates and as permitted by law. We also restrict access to nonpublic information about you to only those employees who need to know that information to provide products or services to you. Additionally, we maintain safeguards which restrict access to your nonpublic information.			<b>Payment Schedule</b> 1 Payment @ \$1,008.22
Itemization of the Amount Financed of	Amount given to you directly	Amount Refinanced	
\$1,000.00	\$1,000.00	\$0.00	
I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this pledge agreement. Pledgor's Signature _____		Interest + Fee = Finance Charge/Minimum Pmt \$100.00 + \$0.00 = \$8.22	

The parties agree as follows: The pledgor shall have no obligation to redeem pledged goods or make any payment on the title pawn transaction. Pledged goods not redeemed within 30 days following the originally fixed maturity date shall be forfeited to the pawnbroker and absolute right, title and interest in the goods shall vest in the pawnbroker. "The pledgor of this item attests that it is not stolen, it has no liens or encumbrances against it, and the pledgor has the right to sell or pawn the item." The item pawned is redeemable only by the bearer of this ticket. Pledgor asserts that pledgor is at least 19 years of age.

This title pawn is for 30 days. The pawnshop charge is deemed earned, due and owing as the date of the title pawn transaction and a like sum shall be deemed earned, due and owing on the same day of the succeeding month. Pledgor and pawnbroker may, at the option of the pawnbroker, re-pawn the pledged goods, thereby creating a new pawn for 30 days.

"Any personal property pledged to a pawnbroker within this state is subject to sale or disposal when there has been no payment made on the account for a period of 30 days past maturity date of the original contract, and no further notice is necessary." Pledgor shall present this ticket when redeeming the pledged goods. Pawnbroker agrees to return the pledged goods to the pledgor upon payment of the amount loaned plus interest and any other lawful charges.

Any person identified as a pledgor or an authorized representative of the pledgor and presenting a title pawn ticket to the pawnbroker shall be entitled to redeem or repurchase goods described in the ticket. In the event pledged goods are lost or damaged while in the possession of the pawnbroker it will be the responsibility of the pawnbroker to replace the lost or damaged goods with like kinds of merchandise and proof of replacement shall be a defense to any prosecution. For the purposes of this provision, "lost" includes pledged goods that have been destroyed or have disappeared due to willful neglect that results in the pledged goods being unavailable for return to the pledgor.

If the (title pawn ticket) is lost, destroyed or stolen, the pledgor shall so notify the pawnbroker in writing, and receipt of this notice shall invalidate the title pawn ticket, if the pledged goods have not been previously redeemed. Before delivering the pledged goods or issuing a new title pawn ticket, the pawnbroker shall require the pledgor to make written statement of the loss, destruction or theft of the title pawn ticket. The pawnbroker is entitled to a fee not to exceed five dollars (\$5.00) in connection with each lost, destroyed or stolen title pawn ticket and the taking of a properly prepared written statement for the title pawn ticket.

**ARBITRATION OF DISPUTES.**

In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between Lender and Pledgor arising from or relating to this Agreement, the relationship that results or the enforceability or scope of this arbitration provision, or any other agreement with Lender executed by Pledgor at any time, either Lender or Pledgor may elect to resolve the claim or dispute by binding

IF EITHER LENDER OR PLEDGOR ELECT'S ARBITRATION, NEITHER LENDER OR PLEDGOR SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER LENDER OR PLEDGOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER PERSONS WITH RESPECT TO OTHER SIMILARLY SITUATED CLAIMS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, Lender or Pledgor may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

Pledgor's agreement with Lender involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at [www.jamsadr.com](http://www.jamsadr.com), toll-free at 1-800-352-5267 or NAF at [www.arb-forum.com](http://www.arb-forum.com), toll-free at 1-800-474-2371. At Pledgor's written request, Lender will advance any arbitration filing, administrative and hearing fees which Pledgor would be required to pay to pursue a claim or dispute as a result of Lender electing to arbitrate that claim or dispute. Send requests to Lender, 716 VAUXHALL DRIVE,, NASHVILLE, TN 37221, Attention: Chief Manager. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will Pledgor be required to reimburse Lender for any arbitration filing, administrative or hearing fees in an amount greater than what Pledgor and Lender's combined court costs would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where Pledgor resides. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00 any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of the outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

The rights and obligations of Lender under this arbitration provision shall inure to the benefit of and be binding upon its parent corporations, subsidiaries, affiliates (including, without limitation, ALPHA OMEGA CONSULTING GROUP), predecessors, successors, assigns, as well as the officers, directors, agent and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with Lender or with any of the foregoing in a claim which is subject to this arbitration provision. Pledgor's rights and obligations under this arbitration shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement. This arbitration provision shall survive termination of Pledgor Agreement, as well as voluntary payment in full by Pledgor, any legal proceedings by us to collect a debt owed by Pledgor, and any bankruptcy by Pledgor.

I, the Pledgor, declare under penalty of perjury that I have read the foregoing document and that, to the best of my knowledge and belief, the facts contained in it are true and correct. I further acknowledge receipt of a copy of this Agreement.

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Pledgor

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Title Pledge Lender