

**STATEMENT OF LOAN • FEDERAL DISCLOSURES  
PROMISSORY NOTE AND SECURITY AGREEMENT**

<b>Borrower Name and Address</b> Aaron A Aaronson and Teller m penn 101 new field hey ey 222 Nashville TN 37555-	<b>Lender Name and Address</b> Alpha Omega the store 9000 South Main St Nashville, TN 37874 423-555-9999 Cal. Fin. Lender License No:
<b>Co-Borrower Name and Address</b> Teller penn 101 anywhere suite 2 apt 4 Tullahoma TN 37388-	Loan No. TL101 Loan Date: 3/4/2016 Maturity Date: 12/24/2017

In this Promissory Note and Security Agreement ("Agreement"), Borrower and Co-Borrower are referred to as "you" and "your" and Lender is referred to as "we", "us" and "our". The Federal Truth in Lending Act Disclosures are part of this Agreement. On the Date shown opposite your signature(s) below, we have loaned you money and you have granted to us a security interest in your motor vehicle described below ("Vehicle") as collateral to secure repayment.

Vehicle Description	Year: 2000	Make: Kia	Model: Rio
Odometer: 0	VIN: 12310293847564738	Color: GREEN	
Transmission:	License No. NW-400	Body Style: 4 door	

**FEDERAL TRUTH IN LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <b>152.0833%</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <b>\$250.00</b>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  <b>\$2,000.00</b>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$2,250.00</b>
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Your payment schedule will be: <b>Next payment due on</b>		
Number of Payments	Amount of Payments	When Payments are Due
1	\$2,250.00	Next payment due on starting on 4/3/2016

Security: You are giving a security interest in your Vehicle.  
 Late Charge: The following late charge applies to you:  
 If any payment is not made within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
 Prepayment: If you pay off early, you will NOT have to pay a penalty.  
 See your contract documents for any additional information about nonpayment, default, any requirement for repayment in full before the scheduled date, and prepayment refunds.  
 "e" means an estimate

<b>Itemization of Amount Financed</b>	<b>Important Notice to Borrower(s)</b>
A. Amount Given to You Directly \$2,000.00 B. Amount Paid on Your Account \$0.00 C. Amount Paid to Others on Your Behalf \$0.00 1. DMV Filing Fees 2. To _____ \$0.00 3. To _____ \$0.00 D. Administrative Fee E. Total Loan Amount F. Amount Financed (E minus D)	<b>THIS IS A HIGH-COST LOAN. YOU MAY BE ABLE TO OBTAIN A LOAN FROM SOMEONE ELSE AT A LOWER RATE OF FINANCE CHARGE. THINK CAREFULLY BEFORE YOU DECIDE TO TAKE THIS LOAN. See High Cost Loan Disclosure. I/We acknowledge that I/we received, read and understood the High Cost Loan Disclosure.</b>  Borrower: X _____ Co-Borrower: X _____

**This is a High-Cost Loan.**The interest rate is very high; much higher than interest rates you may receive from banks, credit cards, family, friends, a credit union or your employer. We encourage you to seek a loan from any of these sources, or any other source, before accepting a loan from us, because you will save money if you can find a loan from these sources which bears interest at a lower rate. If you still decide to accept a loan from us, we encourage you to pay it off as soon as you can, even if that means taking out a loan somewhere else at a lower interest rate (there is no prepayment penalty).

For value received, you promise to pay to our order at our office address shown above the Total Loan Amount ("Principal") shown above and finance charge on the unpaid Principal at the simple interest rate of 2.00% per year (0.17% per month), in equal bi-weekly installments, or only if checked here \_\_\_\_, equal monthly installments of Principal and interest as shown in the payment schedule above, until you have paid us all that you owe us. If more than one of you signs this Agreement, each of you will be individually and jointly liable to us for repayment.

### **Simple Interest Loan - Your Payments**

This is a simple interest loan. Finance charge will accrue on the unpaid Principal balance on a daily basis. We may, at our option, apply all payments, including but not limited to regular payments or prepayments, received by us first to fees and other charges permitted under this agreement (including without limitation any late charges, repossession costs, storage fees and/or agreed upon extension fees, if any), then to accrued interest and the balance, if any, to principal except as otherwise required by law. If you pay late, more finance charge will accrue. If you pay early, less finance charge will accrue. If you make more than one payment before it is due, you will still owe the payments due as scheduled (advance payments are applied to the Principal balance). The Finance Charge, Total of Payments and Payment Schedule disclosed in the Federal Truth in Lending Disclosures may differ from the actual amount you pay if your payments are not received by us on their exact due dates, or we advance amounts under this Agreement to fulfill your obligations, which we may add to the unpaid Principal balance. Your final payment may be different than the amount disclosed under the Payment Schedule if you make your payments after the date they are due, or if we added amounts we advanced to the Principal balance.

**Prepayment.** You may pay us all that you owe us at any time without penalty. If there is more than one of you, you agree that we may release our lien interest in the certificate of ownership to any one of you.

**Late Fee.** You agree to pay a late fee (late charge) for late payment as disclosed above.

**Returned Payment Item Fee.** If any check, negotiable order of withdrawal or share draft you give us is returned by a depository institution, you agree to pay a returned payment item fee of \$0.00 for each such item returned.

**Security Interest.** You grant us a security interest in (1) the Vehicle and all parts or accessories (including without limitation radio, tape player, CD player, navigation system, transmitter and telephone) attached to the Vehicle, as well as any other Vehicle registered in your name, (2) all money or goods received for the Vehicle (proceeds), and (3) all proceeds or refunded insurance premiums or charges for optional products or services financed in the loan, which secure all sums due or to become due under this loan as well as any modifications, extensions, renewals, amendments or refinancing of this loan. You will do all acts necessary to ensure our lien interest appears on the certificate of ownership to the Vehicle.

**Use of Vehicle.** You agree to keep the Vehicle free of all liens and encumbrances, including tax liens, except the lien in our favor, and to not use the Vehicle or permit the Vehicle to be used illegally, improperly or for hire, or to expose the Vehicle to misuse, seizure, confiscation, forfeiture or other involuntary transfer, even if the Vehicle is not the subject of judicial or administrative proceedings. You agree not to make or allow any material change to be made to the Vehicle. You agree to allow us to inspect the Vehicle at any reasonable time. You agree not to remove the Vehicle, or allow the Vehicle to be removed, from California for a period in excess of 30 days without our express permission. You agree not to remove the vehicle from the U.S. or Canada. You agree not to sell, rent, lease or transfer any interest in the Vehicle. You agree to keep the Vehicle in good working condition and make all necessary repairs. Although we are not obligated to do so, if we pay any liens, fees, maintenance or taxes in connection with the Vehicle, or advance any other amount to protect our interest in the Vehicle, **ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW**, you will reimburse us, at our option, within 5 days of our demand upon you to do so, or we may add the amount of any such liens, fees, maintenance or taxes or other charges we pay to the Principal balance. Such amounts will accrue finance charge at the rate set forth above. Unless you have paid us such amounts prior to maturity, they will be due at the maturity of this Agreement.

**Insurance.** You agree to keep the Vehicle insured in our favor with a policy and insurance provider satisfactory to us, with comprehensive fire, theft and collision coverage, insuring the Vehicle in an amount sufficient to cover the value of the Vehicle, and providing for a deductible of not more than \$500. YOU MAY OBTAIN THE INSURANCE FROM ANY INSURER OR BROKER YOU CHOSE THAT IS ACCEPTABLE TO US. You agree to obtain and deliver to us a loss payable endorsement on such insurance. You agree that we may (1) contact your insurance agent to verify coverage or to have us added as a loss payee, (2) make any claim under your insurance policy for physical damage or loss to the Vehicle, (3) cancel the insurance if you default in your obligations under this Agreement and we take possession of the Vehicle, and/or (4) receive any payment for loss or damage, or return premium, and apply amounts we receive, at our option, to replacement of the Vehicle or to what you owe under this Agreement, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, obtain such insurance to protect our interest in the Vehicle. This insurance we purchase may not cover your interests. You understand that the insurance premiums may be higher if we must purchase such insurance than if you had purchased the insurance yourself. Whether the Vehicle is insured, you must pay us all that you owe us if the Vehicle is lost, stolen, damaged or destroyed. If your insurance is cancelled or lapses for any reason, we may repossess the vehicle immediately, without notice, and you will be responsible for all repossession charges.

**Forced Place Insurance.** Although we require that the Vehicle be insured we will not require you to obtain coverage through us or anyone to whom we may refer you. You may purchase the required insurance through an agent or company of your choice, but such insurance must remain in force throughout the entire term of the loan until it is paid in full. If, for any reason, you do not provide or maintain the full coverage physical damage insurance required by this Agreement, you hereby authorize us to apply for single interest insurance (also known as "forced placed" insurance) to protect our interest in the Vehicle. The cost of such coverage and any finance charges will be added to the balance of the loan and will accrue interest at the rate set forth on the first page of this Agreement. You understand that in this event, the single interest insurance will be obtained by us on our behalf as a result of you not providing or maintaining the required insurance. This coverage does not provide you any protection, nor does it fulfill the requirement of any state "financial responsibility," "no fault," or "minimum liability insurance" laws. It does not afford you any personal injury liability, property damage liability, uninsured or underinsured motorist or medical payment coverage, and furthermore, such insurance protects only us and does not protect your equity in the Vehicle. You acknowledge that you understand that you may request that single interest insurance be obtained by us, and that we may or may not do so at our option.

**Default.** If you fail to pay us what you owe when it is due or when we demand you to pay, you will be in default of this Agreement. You will also be in default of this Agreement if: (1) you gave us false information in connection with this loan; (2) you fail to keep your promises or fulfill your obligations under this Agreement; (3) you die and there is no surviving Co-Borrower; (4) you become insolvent or file a petition in bankruptcy, or a petition in bankruptcy is filed against you; or (5) the Vehicle is stolen, damaged, destroyed, impounded, seized, confiscated or forfeited.

**Remedies.** If you are in default, we may: (1) declare all that you owe us to be immediately due and payable; (2) file suit against you for all unpaid sums you owe under this Agreement; (3) take immediate possession of the Vehicle where we may find it, provided we do so peacefully; and (4) exercise any other legal or equitable remedy. If the Vehicle is equipped with a tracking device, you agree that we may locate the Vehicle by use of that device. If we must reactivate the starter interrupt device following late payment, we may charge you a fee of \$50.

**If you have disconnected or otherwise made the device inoperable, we may charge you a fee of \$1000.** If we take possession of the Vehicle, any accessories, equipment or replacement parts will stay with the Vehicle. If any of your personal items are in the Vehicle when we take possession, they will be stored for you at your expense. California law provides for the period of time these items must be held. If you do not ask for these items back within that time, we may dispose of them as permitted by law. Our remedies under (1) and (2) above are subject to any right you may have to reinstate the Agreement or redeem the Vehicle by paying what you owe in full as provided in the California Finance Lenders Law and the California Uniform Commercial Code. Upon taking possession of the Vehicle, subject to any right you may have to reinstate or redeem, we will sell the Vehicle at a public or private sale. We will give you notice of the sale as required by law. We will add the costs of retaking, holding, preparing for sale, and disposing of the Vehicle to what you owe, as permitted by law. The proceeds of sale will be applied first to these costs, and the remainder will be applied to unpaid sums you owe under this Agreement. If there is any money left over (surplus), we will pay it to you unless we must pay it to someone else who has a subordinate lien or encumbrance on the Vehicle, as permitted by law. If a balance remains due us, you promise to pay it when we make demand. After we accelerate the unpaid Principal balance, you will pay interest on what you still owe us at the rate of Finance Charge shown in this Agreement, until you pay us all that you owe, or until judgment is entered in our favor. Our remedies are cumulative, and our taking any action will not be deemed a waiver of or prohibition against us taking any other action.

**Extensions or Deferrals.** We may agree from time to time to extend or defer payments or amounts you owe us. If we do so, such extension or deferral does not mean we must or will extend or defer any other payment, and does not affect your liability for what you owe. If you request an extension and we agree to grant it, we will be required to generate a new payment code for the ignition interrupt device installed in the Vehicle. In the event you fail to make your payment on time and you request an extension, if we grant to you an extension at your request, we may assess an extension fee of between \$20 and \$100, depending on the amount of the payment being postponed, the length of the extension, and other factors such as payment history, loan to value and total loan amount. Unless we agree to the contrary, the extension fee will be equal to fifteen percent of the amount of the payment that is extended, with a minimum of \$20 and a maximum of \$100.

**Power of Attorney.** Until you have paid us all that you owe us, you hereby appoint us, and anyone of our designated officers or employees or agents, as your attorney-in-fact, with full power of substitution, to sign in your name any and all applications for certificate of ownership to secure our lien in the Vehicle, and any affidavits or the certificate of ownership to transfer and convey the title or our interest in the Vehicle.

**Other Terms.** If we agree to an extension of the due date for payment, agree to extend or defer payment(s) you owe us, accept money in amounts less than is due, or waive a right we have, our doing so will not be a waiver of any other right or later right to enforce the terms of this Agreement. • If any provision of this Agreement is held invalid, the remaining provisions will continue to be valid and enforceable. • You waive the right to presentment, protest, notice of dishonor and notice of protest. • If the DMV Filing Fee is more than the amount shown above, you will pay the difference to us upon demand. If it is less, we will refund the difference to you. • You must notify us in writing of any change of your name, address or employment within 30 days.

**Confidentiality.** We will abide by our Privacy Policy. We may report your payment experience with us to credit reporting agencies and others who may lawfully receive that information. By signing this Agreement, you waive the confidentiality under the provisions of California Vehicle Code Section 1808.21 and authorize us to obtain from the California Department of Motor Vehicles your current residence address, and obtain a credit report, until we are paid in full. Notwithstanding anything to the contrary in this Agreement or any related documents, upon the request of any law enforcement officer, we may disclose any information we have about you, and you hereby consent to such disclosure.

**Disclosures/Estimates.** We have disclosed the annual percentage rate and other information required under the Truth in Lending Act on the front page of this document using a computer program that calculates and determines this information. In the event either you or we discover any error in calculation, you or we will inform the other party promptly upon discovery. If the APR actually charged to and paid by you is less than the APR that is disclosed in this Agreement, and you have already paid the principal in full your collateral, then any interest that would otherwise have been due from you and not previously paid will be waived. The actual APR charged to you (excluding any charges or fees not required to be disclosed in the APR, such as potential repossession fees, late fees and other default-related charges) will not exceed that which is disclosed in this Agreement, and any interest or other fee charged to you in error prior to our receipt of written notice of an error or other discrepancy which would cause the actual APR to have been underdisclosed shall be applied to principal, or, if the entire principal and accrued interest amount has already been paid, you will be entitled to a refund of one hundred twenty-five percent of any interest or other fee charged that is in excess of the APR disclosed (other than default fees or other charges not required to be included in the APR disclosure). This refund shall be the exclusive remedy to which the you will be entitled, to the maximum extent permitted by law. If, for any reason, we charge to or collect from you any amount that is in excess of the amount which is permitted by applicable law given the disclosures we provided, then such amount received by us shall be held by us in trust for you, and shall, at our option, be either (i) applied toward the principal balance of any outstanding loan you have with us, or any other obligation from you in our favor at the time such error is discovered, or (ii) refunded to you within thirty days following the date you give us written notification of the error or the date we first discover the error, whichever is earlier. However, if there is a dispute as to whether or not there was an overcharge, the refund will be paid to you within thirty days following final determination of such dispute through the arbitration or court procedure described elsewhere herein.

**Governing Law.** This loan is governed by California law. This loan is not subject to California's usury limit, Cal. Const. art. XV, Section 1. If the Total Loan Amount is a bona fide principal amount of more than \$2,500, this loan is not subject to the rate limitations in the California Finance Lenders Law. This loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code.

**FOR INFORMATION, CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.**

**Broker.** A broker has not performed any act in connection with the making of this loan unless the following box is checked:

Broker has participated

**Spanish Language Agreement.** Alpha Omega has translation of this Agreement, including all addendums and all related disclosures, written in Spanish. We will provide a copy of this Spanish translation to your upon your request. In addition, if any part of the negotiation of the Agreement, addendum or any of the related disclosures, was conducted in Spanish, the Borrower acknowledges that Alpha Omega provided to Borrower a copy of the Spanish language translation of the Agreement, addendum and related disclosures prior to the Borrower signing or executing the English language version of such documents. The parties acknowledge that the English language documents are controlling and shall govern the relationship between the parties in the event of any legal action or proceeding between the parties.

BY SIGNING THIS CONTRACT OR AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIVING A COMPLETELY FILLED-IN CONTRACT OR AGREEMENT IN SPANISH BEFORE SIGNING THE ENGLISH-LANGUAGE CONTRACT OR AGREEMENT.

MEDIANTE SU FIRMA MAS ABAJO, EL CLIENTE RECONOCE HABER RECIBIDO UN CONTRATO O ACUERDO COMPLETAMENTE LLENDO EN ESPANOL. ANTES DE FIRMAR EL CONTRATO O ACUERDO EN INGLES.

**Translation of the previous paragraph in Spanish:**

Alpha Omega tiene una copia del Acuerdo, el contrato y todo otro documento relacionado, que a sido traducido al Espanol. Le proveremos una copia de esta traduccion a su peticion. Tambien, si alguna parte de la negociacion de este contrato o el acuerdo, o cualquier otro documento relacionado, fue conducido en Espanol, el acreedor reconoce que Alpha Omega le he proporcionado al Acreedor una copia de la traduccion del Acuerdo, contrato y cualquier otro documento relacionado, antes de que el Acreedor haga firmado o ejecutado cualquier documento del mismo escrito en Ingles. Los participantes interesados aqui reconocen que los documentos escritos en el idioma de Ingles son los que controlan y gobierna la relacion y el acuerdo entre los interesados, en el evento de cualquier procedimiento o acion legal.

**ALTERNATIVE DISPUTE RESOLUTION. This Agreement incorporates an alternative dispute resolution provision. Please read the Alternative Dispute Resolution Agreement carefully. You will waive important rights by entering into the Alternative Dispute Resolution Agreement.**

Any individual dispute (not class actions) arising from or related to this Agreement shall be resolved by binding arbitration as set forth in the Alternative Dispute Resolution Agreement attached hereto and made a part hereof by reference, unless you specifically elect to reject such provisions upon execution of this Agreement or in writing within 30 days after the date of this Agreement. THIS MEANS THAT, TO THE EXTENT PERMITTED BY LAW, BY CHOOSING ARBITRATION OR JUDICIAL REFERENCE, YOU WILL GIVE UP YOUR RIGHT TO HAVE ANY DISPUTE BETWEEN US DECIDED BY A TRIAL BY THE COURT OR A JURY.

Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or relate to any aspect of this Agreement, and regardless of which method of alternative dispute resolution the Borrower has chosen herein. In the event of any controversy, claim or dispute arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement or any part or aspect of it, including determination of the scope, applicability or enforcement of this Agreement or any part or aspect of it (a "Dispute"), the parties shall first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules. This is a condition precedent to initiating any litigation, arbitration or judicial reference proceeding or any other dispute resolution procedure. Notwithstanding the foregoing, until an arbitration or judicial reference proceeding is commenced, we can still repossess your vehicle and dispose of it according to applicable law if you do not honor your agreement and you or we may seek provisional remedies from a court. Further, this provision shall not apply to any action filed in Small Claims Court.

This is a High-Cost Loan. The interest rate is very high; much higher than interest rates you may receive from banks, credit cards, family, friends, a credit union or your employer. We encourage you to seek a loan from any of these sources, or any other source, before accepting a loan from us, because you will save money if you can find a loan from these sources which bears interest at a lower rate. If you still decide to accept a loan from us, we encourage you to pay it off as soon as you can, even if that means taking out a loan somewhere else at a lower interest rate (there is no prepayment penalty).

We also strongly encourage you not to request a loan from us, or accept a loan from us, unless it is very important, and not for avoidable expenses such as a vacation, gambling, investments or the like. A high-cost loan like the one provided in this Agreement should only be used to satisfy an immediate and imminent need. If you have any questions or concerns about this loan, or about the availability of an alternative loan from somewhere else, or whether you even should take out any loan, you should consult your attorney, accountant, financial advisor, clergy person, family, friends or a consumer credit counseling

You can find a referral to a non-profit consumer credit counseling agency at <http://www.debtadvice.org/takethefirststep/locator.html>, or you can call the National Foundation for Credit Counseling at (800) 388-2227 (note: we are not in any way affiliated with this organization and take no responsibility for any action or inaction by them). There are many such consumer credit counseling agencies that can be found with a Google search, or in your local phone book, or at your local chamber of commerce.

You acknowledge that you have read and received a signed copy of this Agreement. You acknowledge that you have read and understand the ALTERNATE DISPUTE RESOLUTION PROVISIONS above and in the attached Alternative Dispute Resolution Agreement.

Borrower Signature X \_\_\_\_\_ Date: 3/4/2016  
Aaron Aaronson

Co-Borrower's Signature X \_\_\_\_\_ Date: 3/4/2016  
Teller penn

Lender Signature: By: \_\_\_\_\_ Date: 3/4/2016  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Unless you are borrowing money for business or commercial purposes, the following notice applies if the loan is being used in whole or in part to purchase the Vehicle:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

## ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

**This Alternative Dispute Resolution Agreement significantly affects your rights in any dispute with us, and it contains a class action waiver. Your choice may result in having disputes resolved without a jury.**

**Please read this Alternative Dispute Resolution Agreement carefully before you sign it.**

1. YOU MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION OR JUDICIAL REFERENCE AND NOT IN COURT.
2. IF A DISPUTE IS ARBITRATED OR RESOLVED BY JUDICIAL REFERENCE, THE MATTER MAY BE RESOLVED BY AN ARBITRATOR OR JUDICIAL REFEREE RATHER THAN A JUDGE AND JURY.
3. IF A DISPUTE IS ARBITRATED OR RESOLVED BY JUDICIAL REFERENCE, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US. BY ACCEPTING THIS ALTERNATIVE DISPUTE RESOLUTION AGREEMENT, TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER, AND YOU AGREE NOT TO BRING ANY ACTION AGAINST US AS A CLASS CLAIM.
4. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT IN COURT. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN JUDICIAL REFERENCE MAY BE MORE LIMITED THAN IN A TRADITIONAL LAWSUIT IN COURT.
5. OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION OR JUDICIAL REFERENCE.
6. UNTIL AN ARBITRATION OR JUDICIAL REFERENCE PROCEEDING IS COMMENCED, WE CAN STILL REPOSSESS YOUR VEHICLE AND DISPOSE OF IT ACCORDING TO APPLICABLE LAW IF YOU DO NOT HONOR YOUR AGREEMENT AND YOU OR WE MAY SEEK PROVISIONAL REMEDIES FROM A COURT.

In this Alternative Dispute Resolution Agreement, "you" and "your" refer to the Borrower(s) signing below, and "we", "us" and "our" refer to the Lender signing below. This Alternative Dispute Resolution Agreement is, by this reference, incorporated into and becomes a part of the Statement of Loan, Federal Disclosures and Promissory Note and Security Agreement ("Agreement") between you and us signed on the date below. You have the choice to choose whether disputes will be resolved by arbitration, judicial reference or by jury trial in the court.

Any claim or dispute, whether in contract, tort or otherwise (including without limitation the interpretation and scope of this clause and the arbitrability of any issue or of the enforceability of this Agreement), between you and us or our employees, agents, successors or assigns, which directly or indirectly arises out of or relates in any manner to the Agreement or any resulting transaction or relationship (including without limitation any such relationship with third parties who do not sign this contract and any transactions contemplated herein) shall be resolved by neutral, binding arbitration or judicial reference, as set forth below just above our signatures, and not by a court action, unless this Alternative Dispute Resolution Agreement is rejected by you below, or in writing within thirty days after the date hereof.



**To the extent permitted by law, we both agree that any claim or dispute is to be arbitrated or resolved by judicial reference on an individual basis and not as a class action, and you expressly waive any right you may have to arbitrate or resolve by judicial reference a class action (this is called the “class action waiver”).**

Notwithstanding any dispute resolution procedure you choose in this Agreement, we waive the right to require you to arbitrate or resolve by judicial reference an individual (as opposed to a class) claim if the amount you seek to recover, including attorneys' fees and expenses, is less than \$5,000 or otherwise can be resolved in the Small Claims Court.

Notwithstanding anything herein to the contrary, the following matters shall not be resolved by arbitration or judicial reference: (i) appointment of a receiver and (ii) temporary, provisional or ancillary remedies (including without limitation writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) to (ii) above and any such exercise or opposition does not waive the right of any party to an arbitration or reference proceeding pursuant to this Agreement.

## **ARBITRATION**

THE FOLLOWING PROVISIONS IN THIS SECTION APPLY IF YOU SELECT ON THE SIGNATURE PAGE ARBITRATION AS THE METHOD OF RESOLVING DISPUTES HEREUNDER:

If the provision below just above your signature that states “Borrower elects to have any and all disputes arising from or related to the Agreement resolved by: Arbitration \_\_\_\_” is initialed by the Borrower, and the provision that states “Borrower hereby elects to accept this Alternative Dispute Resolution Agreement:\* \_\_\_\_\_” is also checked or initialed, then any controversy, breach or dispute arising out of or relating to this Agreement, or relating to the interpretation of any term or provision of this Agreement, shall be resolved by binding arbitration as set forth below:

You may choose the applicable rules of either the: American Arbitration Association (1-800-778-7879) or the National Arbitration Forum (800-474-2371). You may obtain a copy of the rules of these organizations by calling the numbers indicated or by visiting their web sites at [www.arb-forum.com](http://www.arb-forum.com) or [www.adr.org](http://www.adr.org). The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted at the office or facility of the American Arbitration Association or National Arbitration Forum closest to your residence, or such other venue as you may request in writing prior to your filing the arbitration, or such other venue that is required by law (including, if required by law in order to make this arbitration provision enforceable, any venue in California selected by you or required by the arbitrator or court). If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee. Notwithstanding the foregoing, you will not be required to pay any filing fees, and we will pay the whole filing fee if (i) we demand arbitration first, (ii) if the arbitrator determines that applicable law requires us to do so, or (iii) the arbitrator determines that we must do so in order for this Arbitration Agreement to be enforceable. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. We will advance costs and fees on your behalf if directed to do so by the arbitrator, subject to later allocation by the arbitrator. We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this Arbitration Agreement is enforceable. The arbitrator shall decide who shall pay any additional costs and fees.

The arbitrator shall apportion responsibility for fees to the greatest extent to the party bringing the action, but only to the extent such apportionment is fair and reasonable, and would not render this Arbitration provision unenforceable. The arbitrator shall follow this Agreement in awarding fees and costs of arbitration, but if applicable law requires or prohibits an allocation of fees that is different from the allocation in this Agreement, the arbitrator shall follow such law.

The arbitrator's award shall be final and binding on all parties, except that in the event of an award of zero or in excess of \$100,000, or in the event of any grant of injunctive relief, the losing party may request a new arbitration, which shall be de novo, under the rules of the arbitration organization by a three-arbitrator panel.

To the extent this Arbitration Agreement relates to a contract that evidences a transaction involving interstate commerce, any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et. seq.).

Notwithstanding any choice or election by you, if for any reason the class action waiver is not enforced with respect to any action, any class action shall be resolved by judicial reference and not arbitration. Further, to the extent any claim is not permitted by law to be arbitrated, such claim will be resolved as set forth under Judicial Reference.

## **JUDICIAL REFERENCE**

THE FOLLOWING PROVISIONS APPLY IF YOU SELECT JUDICIAL REFERENCE ON THE SIGNATURE PAGE AS THE METHOD OF RESOLVING DISPUTES HEREUNDER:

**EXPLANATION OF JUDICIAL REFERENCE.** Under general judicial reference, a private judge may “hear and determine any or all of the issues in an action or proceeding” and exercises all the powers of a sitting judge. The judge’s decision, once confirmed by the court, results in a court judgment, i.e., a binding adjudication. There is no jury trial in a judicial reference case, so by selecting judicial reference to resolve disputes, you are waiving your right to a jury trial.

You might think of judicial reference as a hybrid of judicial resolution and arbitration. On the one hand, like judicial resolution, the “referred” case remains in the court system, employs substantially the same rules of procedure and discovery, and enjoys substantially the same right to appeal as any court case. On the other hand, like arbitration, the dispute is decided by a judge of the parties’ choosing. But whereas arbitration happens outside the judicial system, in a judicial reference, the case stays within the judicial system, with the referee making a “recommendation” which the judge (after a comment period by the parties) then adopts or rejects within ten days, after which the order is like any other court order or judgment.

### **The Pros and Cons of Judicial Reference**

The advantages of judicial reference (as compared to judicial resolution in state or federal court and arbitration) are:

- As in arbitration, the parties choose the decision-maker
- As in the court system, the parties have full appellate rights
- Like a judge, the referee handles all phases of the litigation and gains familiarity with the parties and the dispute
- Unlike the court system, judicial reference is fast, on par with arbitration
- Unlike a case in the court system, hearings are generally heard in a private facility rather than a public courtroom
- As in arbitration, the parties might be able to avoid jury trial
- A case decided by a referee never leaves the judicial system
- A referee may have the power to decide claims involving injunctive relief. That may not be true of arbitration, because claims seeking injunctive relief may not be arbitrable.

The principal disadvantages of judicial reference are:

- Unlike a case in the court system, but as in arbitration, the parties must pay the cost of the referee and other costs of judicial reference.
- There is no jury trial in a matter resolved by judicial reference.

If you select “Judicial Reference” below (just above your signature), the following provisions will apply, and the arbitration provision above and elsewhere in this agreement will not apply:

### Judicial Reference

(1) It is the desire and intention of the parties to agree upon a mechanism and procedure under which any controversy, breach or dispute arising out of or related to this Agreement, will be resolved in a prompt and expeditious manner. Accordingly, if the provision below just above your signature that states “Borrower elects to have any and all disputes arising from or related to the Agreement resolved by: Judicial Reference \_\_\_” is initialed by the Borrower, and the provision that states “Borrower hereby elects to accept this Alternative Dispute Resolution Agreement:\* \_\_\_\_\_” is also checked, then any controversy, breach or dispute arising out of or relating to this Agreement, or relating to the interpretation of any term or provision of this Agreement, shall be heard by a reference pursuant to the provision of the California Code of Civil Procedure, Sections 638-645.1

- (2) The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof;
- (3) The Parties agree that the referee shall have the power to decide all issues of fact and law and report his/her decision hereon, and to issue all legal and equitable relief appropriate under the circumstances before him/her; provided, however, that if the referee issues equitable relief, this case may be appealed to the Superior Court de novo. If a general reference is not enforceable for any reason, but a specific reference would be enforced, then the referee shall decide those issues of fact and law relating to damages, remedies, relief and whether or not any provision of the Agreement or any documents related thereto are enforceable or conscionable;
- (4) The parties shall agree upon a single referee who shall then try the referred issues, and report a finding and judgment thereon. If the parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may thereafter seek to have a referee appointed pursuant to the California Code of Civil Procedure Sections 638 and 640. A request for appointment of a referee may be heard on an ex parte or expedited basis and the Parties agree that irreparable harm would result if ex parte relief is not granted;
- (5) The cost of such a proceeding shall be borne equally by the parties to the dispute. However, notwithstanding the foregoing, if the Borrower establishes that he or she cannot afford to bear his or her portion of the costs of such proceeding, and if forcing Borrower to bear such cost would make this provision unenforceable, then upon application by such party to the referee, the referee may then, after making a determination of the parties' ability to pay, order payment of referee's fees "in any manner determined by the referee to be fair and reasonable, including an apportionment of the fees among the parties." The referee shall determine ability to pay by considering whether a party has established an economic inability to pay a pro rata share of the referee's fees, taking into account, as pertinent here, the estimated cost of the referral and the impact of the proposed fees on the party's ability to proceed with the litigation.
- (6) All proceedings and hearings conducted before the referee, except for trial shall be conducted without a court reporter, except when any party so requests, a court reporter will be used and the referee will be provided a courtesy copy of the transcript. The party making such request shall have the obligation to arrange for and pay the cost of the court reporter, provided that such costs, along with the referee's fees, shall ultimately be borne by the party who does not prevail, as determined by the referee.
- (7) The referee shall apply the rules of discovery and evidence applicable to proceedings at law in the State of California to the reference proceeding and shall determine all issues in accordance with applicable law. The referee shall be empowered to enter equitable as well as legal relief and rule on any motion which would be authorized in a trial, including motions for default judgment or summary judgment. The referee shall report his decision, and, in the event the referee enters or recommends an award exceeding \$100,000, the referee's report shall also include findings of fact and conclusions of law.

THE FOLLOWING PROVISIONS APPLY TO THIS AGREEMENT, REGARDLESS OF WHETHER YOU SELECT ARBITRATION OR JUDICIAL REFERENCE TO RESOLVE DISPUTES:

The arbitration, judicial reference and class action waivers contained herein shall be binding and enforceable to the extent legally permitted. However, in the event a court of competent jurisdiction determines that all or any part of the arbitration or judicial reference provisions are not enforceable for any reason, then they shall be modified by the court to the minimum extent required to permit enforcement. Subject to the foregoing, if any part of this Alternative Dispute Resolution Agreement other than the Class Action Waiver is found by a court, referee or arbitrator to be unenforceable, the remainder shall be enforceable.

If the Class Action Waiver is found by a court, referee or arbitrator to be unenforceable, then, if such provision would be enforceable if the dispute were resolved by judicial reference or arbitration, then the matter shall be resolved by such method as would result in the enforcement of the class action waiver, notwithstanding the choice made by Borrower herein. If the Class Action Waiver is found by a court, referee or arbitrator to be unenforceable in both an arbitration under the terms and conditions set forth herein and a judicial reference under the terms and conditions set forth herein, then (i) if the class action would be tried before a judicial referee without a jury, then the action shall be resolved by judicial reference as set forth herein, or (ii) if the matter would be tried before a jury, then the remainder of this Alternative Dispute Resolution Agreement shall be unenforceable, and the matter shall be resolved in the Superior Court of California in Santa Barbara, California or the closest federal court.

This Alternative Dispute Resolution Agreement shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full, until all applicable statutes of limitations have expired.

Both you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither you nor we waive the right to arbitrate or resolve disputes by judicial reference by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

In any arbitration or judicial reference proceeding, if, prior to rendering a final decision in the matter, the arbitrator or judicial referee orders that we are required to pay more than fifty percent of the arbitrator's or judicial referee's fees, then we shall have the right to terminate this Alternative Dispute Resolution Agreement and in such case, the matter shall be resolved by trial in California state or federal court in Santa Barbara, California, or as close thereto as possible.

**You do not need to sign this Alternative Dispute Resolution Agreement; it is not a condition of granting your loan or entering into this Agreement, and its terms are negotiable.**

You have the right to decide whether or not disputes between us should be resolved by arbitration, judicial reference or jury trial in state or federal court, and whether or not you will waive your right to participate in class actions. You have 30 days to opt out of this Alternative Dispute Resolution Agreement, or to change the way disputes will be resolved between us by making an election under this Agreement. We prefer arbitration or judicial reference without class actions because we believe that arbitration is cost effective, less expensive, and disputes could be resolved in a matter of weeks or months rather than years, and judicial reference, while possibly more expensive, is more efficient, more predictable and disputes could be resolved faster. It is also more expensive to defend class actions, and an action alleging many wrongful acts that cause individually small amounts of damage or liability, but a large amount of cumulative damage or liability, is much more likely to be brought as a class action, and much less likely to be brought at all if it cannot be brought as a class action. Finally, if a dispute is resolved by a jury, there is a risk that a jury would make emotional decisions rather than determining the facts and applying the law without emotion and in a fair and impartial manner. This risk can affect the pricing of our loans.

On the other hand, if a dispute is resolved by arbitration or judicial reference, there is no jury trial. In addition, in arbitration proceedings, the discovery process (i.e. investigation of the claims) is much more limited. Our descriptions of the judicial reference and arbitration procedures, and the advantages and disadvantages of each, are based on our opinion and the advice of our counsel, and other lawyers may disagree. Accordingly, our descriptions are not contractual and are for information only, and any inaccuracy in such description shall not render any part of this Alternative Dispute Resolution Agreement invalid. We encourage you to seek the advice of an attorney to explain the advantages and disadvantages of each, and make an informed decision.

This is why we are giving you thirty days to opt out of the arbitration, judicial reference and class action waiver provisions contained in the Agreement and related documents. If you choose judicial reference, or you make no choice at all, you will be deemed to have accepted our preferred method of resolving disputes contained in this Agreement, which is resolution of all disputes by judicial reference, on an individual basis with class actions having been waived as provided herein. In order to let us know if you decide to opt out, all you need to do is send us a letter with your name or loan number, with a statement "I elect to reject the arbitration provision contained in our loan agreement" and/or "I elect to reject the class action waiver contained in our loan agreement" or similar language to: Alpha Omega, 9000 South Main St , Nashville, TN 37874 or you may simply put your initials below:

Borrower hereby elects to reject this Alternative Dispute Resolution Agreement \_\_\_\_\_  
(I understand that if I check this provision, any dispute will be resolved in court)

Borrower hereby elects to accept this Alternative Dispute Resolution Agreement:\* \_\_\_\_\_

**Borrower elects to have any and all disputes arising from or related to the Agreement not resolved by jury trial in court, but instead to be resolved by the following method, or whichever method results in enforcement of the class action waivers herein:**

**JUDICIAL REFERENCE:\_\_\_\_\_ or ARBITRATION: \_\_\_\_\_**

\* Even if you accept this Arbitration Agreement now, you still have 30 days in which to change your mind, and during which you might consider obtaining the advice of counsel to help you decide. If you comply with the above 30 day notification procedure and elect to have all disputes arising from or related to this Agreement and/or the related other documents and disclosures resolved by the courts rather than arbitration, then the provisions requiring arbitration of disputes in this Agreement and all related documents shall be deemed deleted, and replaced with the following: "Any and all disputes arising from or related to this Agreement shall be governed by California and federal law, and shall be brought in Santa Barbara, California (or as geographically close thereto as possible)."

Borrower Signature X \_\_\_\_\_ Date: \_\_\_\_\_

Co-Borrower's Signature X \_\_\_\_\_ Date: \_\_\_\_\_

Lender Signature x \_\_\_\_\_ Date: \_\_\_\_\_

ADDENDUM 1 TO  
STATEMENT OF LOAN, FEDERAL DISCLOSURE,  
SECURITY AGREEMENT AND PROMISSORY NOTE DATED 3/4/2016.

This Addendum is entered into between the undersigned Borrower(s) and Alpha Omega the store ("Lender"), in connection with that certain Statement of Loan, Federal Disclosure, Security Agreement and Promissory Note dated the date set forth above (the "Loan Agreement").

Borrower(s) agree that if any payment is not made on the date due, the vehicle in which the Borrower granted a security interest to Lender will be REPOSSESSED IMMEDIATELY.

Borrower(s) are aware that, agree to and authorize the installation of, one or more payment protection and tracking devices that are installed in the vehicle. Borrower(s) are aware that there is no charge for this system however if the systems are not returned or returned broken the Borrower(s) are subject to a charge of One Thousand Dollars (\$1,000). This device will stop the vehicle from starting if payment is not received as agreed. Borrower(s) further agree if Lender must travel to the vehicle to reactivate the device due to non-payment, Borrower(s) are subject to a \$50.00 service charge. Borrower(s) further agree that tampering with these devices shall be considered a material breach of the Loan Agreement and Borrower(s) will be considered in Default of the Loan Agreement with all sums immediately due and payable.

Borrower(s) further agree for the entire duration of the loan, Borrower(s) will maintain full coverage insurance on the secured vehicle including comprehensive and collision, and notify the Borrower(s) insurance agent and/or broker to name Alpha Omega the store as an additional insured lien holder.

If insurance coverage should lapse or be cancelled for any reason whatsoever, this is a material breach of the Loan Agreement and Borrower(s) will be considered in Default. In this event, the vehicle will be repossessed immediately. In this event, Lender will not release the vehicle to Borrower(s) unless and until the Borrower(s) have provided proof of insurance, and prepayment of the insurance premium for a period of not less than six months. This provision shall not limit Lender's rights and remedies under the Loan Agreement, including to declare the principal balance and all other interest, charges and fees to be due and payable immediately, and to sell the vehicle as permitted in the Loan Agreement.

Borrower agrees that as a condition to entering into the Loan, if Borrower has not already provided a spare key (including any device or "clicker" necessary to turn off any car alarm on the Vehicle) to Lender, Borrower will provide to Lender a spare key and device or "clicker," if applicable, within five business days of the date of this Agreement. If Lender does not receive such spare key, it will be a default under the Loan Agreement, and Lender may at its option take any action permitted under the Agreement upon default, as well as obtain a spare key and such device from the manufacturer and add the cost of such spare key and device to the Principal balance. Lender will return any spare key and device Lender receives to Borrower upon payoff of the Loan in full. Borrower(s) further agree that Lender as the lien Holder may get a copy of the vehicle's key and/or remote opening device from the manufacturer, the dealer or a locksmith for the purpose of recovery of said vehicle. The cost of obtaining such key shall be added to the Principal Balance of the loan.

By signing this Agreement Borrower(s) authorize Alpha Omega the store to obtain a credit report on the Borrower(s) at any time. Should Borrower(s) not make his, her or their payments as promised in the Loan Agreement, Lender may report negative information to a credit reporting agency.

In the event of a Default under the Loan Agreement, Borrower(s) will also be required to pay our administrative fees and charges relating to the repossession of the vehicle, its preparation for sale and the actual sale of the vehicle. These fees and charges include any of the following, to the extent they apply, and then only to the maximum extent permitted by law: (i) a repossession fee of up to \$500 for loans less than \$5000, or for loans of \$5000 or more the charge may be higher, (ii) a fee equal to \$500 for selling the vehicle, (iii) reimbursement of the Lender's actual out-of-pocket cost for advertising the vehicle for sale, if the Lender chooses to so advertise (it has no obligation to do so, however), (iv) reimbursement of any fee charged to Lender by an auction house to sell the vehicle, (v) reimbursement of any commission paid to a salesperson employed by Lender or its affiliates for selling the vehicle, (vi) the cost of preparing the vehicle for sale, including detailing, any repairs or alterations required to make the vehicle safe and/or marketable, (vii) transportation charges to Lender's facility, and from Lender's facility to any auction facility, (viii) any towing charges incurred by Lender, (ix) storage fees equal to the maximum amount permitted by law (but not to exceed \$20 per day, \$40 per day for loans of \$5000 or more), and (x) reimbursement of any fees required to be paid by Lender to any governmental agency relating to the vehicle, including impound fees, unpaid parking citations or other fees, unpaid DMV fees or any other government fees.

Typographical Errors. From time to time, it is possible that we may discover that we inadvertently made a typographical error in the agreement. To the extent permitted by law, you agree that we may correct any error in disclosure or other text that may be required by law, by sending a notice to you with the correct information. The amendment to the agreement set forth in the notice shall be effective unless you send us written notice within thirty days from your receipt of the notice that you do not accept any change, disclosure or other information in the notice. If you do not accept such change, disclosure or other information, then, to the extent permitted by applicable law, we may require you to close your account with us.

I have received a copy of this Addendum, and have carefully read and understand each of the terms and provisions of the Loan Agreement. I have had the opportunity to ask all questions that I have, and all such questions have been answered fully and to my complete satisfaction.

Dated 3/4/2016.

BORROWER(S):

LENDER:

Alpha Omega the store

\_\_\_\_\_  
Borrower Name: Aaron Aaronson

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Co-Borrower Name: Teller penn



**Alpha Omega  
9000 South Main St  
Nashville, TN 37874  
423-555-9999**

**PRIVACY NOTICE**

**IN COMPLIANCE WITH REGULATIONS ON PRIVACY OF CONSUMER FINANCIAL INFORMATION AS DECLARED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, THE FEDERAL RESERVE, THE OFFICE OF THE COMPTROLLER OF THE CURRENCY AND THE OFFICE OF THRIFT SUPERVISION, PLEASE REFER BELOW FOR MORE INFORMATION.**

**YOUR RIGHT TO FINANCIAL PRIVACY**

**YOU HAVE THE RIGHT TO KNOW THE PRIVACY POLICIES AND PRACTICES OF THE FINANCIAL INSTITUTIONS YOU DO BUSINESS WITH IN RESPECT TO INFORMATION SHARING WITH AFFILIATED AND NON-AFFILIATED THIRD PARTIES. THIS NOTICE DESCRIBES THE PRIVACY POLICIES AND PRACTICES OF OUR COMPANY.**

**CATEGORIES OF NON PUBLIC PERSONAL INFORMATION WE COLLECT**

- **INFORMATION WE RECEIVE FROM YOU ON APPLICATIONS OR OTHER FORMS**
- **INFORMATION ABOUT YOUR TRANSACTIONS WITH OUR AFFILIATES OR OTHERS; AND**
- **INFORMATION WE RECEIVE FROM A CONSUMER REPORTING AGENCY.**

**CATEGORIES OF NONPUBLIC PERSONAL INFORMATION WE MAY DISCLOSE TO NONAFFILIATED THIRD PARTIES**

**WE DO NOT SHARE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS WITH NONAFFILIATED THIRD PARTIES, EXCEPT WHERE PERMITTED BY LAW.**

**CATEGORIES OF NONPUBLIC PERSONAL INFORMATION WE MAY DISCLOSE TO SERVICE PROVIDERS AND JOINT MARKETERS**

**WE MAY DISCLOSE YOUR NAME AND ADDRESS TO NONAFFILIATED THIRD PARTIES WITH WHICH WE HAVE JOINT MARKETING AGREEMENTS SUCH AS THIRD PARTIES THAT PERFORM MARKETING ON OUR BEHALF, WE WILL ONLY DISCLOSE TO COMPANIES WITH WHICH WE HAVE A CONTRACT STATING THE INFORMATION WILL NOT BE DISCLOSED TO ANY OTHER COMPANIES OR INDIVIDUALS.**

**CONFIDENTIALITY AND SECURITY**

**WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE PRODUCTS AND SERVICES TO YOU. IN ADDITION, WE MAINTAIN PHYSICAL AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH FEDERAL STANDARDS TO GUARD YOUR INFORMATION.**

the store  
9000 South Main St  
Nashville, TN 37874  
423-555-9999

CREDIT CARD AUTHORIZATION FORM

**OPTIONAL FORM – NOT REQUIRED**

Date: 3/4/2016

I, Aaron A Aaronson and Teller m penn, authorize Alpha Omega to charge my credit card for my loan payments. I agree that I will not dispute these charges and agree there will be no refunds on these charges. I agree that if I do dispute these charges, I will pay to Alpha Omega a chargeback fee equal to the total amount charged to Alpha Omega for the chargeback (which can be as much as \$150), plus liquidated damages of an additional \$150 to compensate Alpha Omega for having to respond to the dispute and prove the charge was valid.

My credit card information is as follows:

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

CVS No. on Back: \_\_\_\_\_

Sincerely,

BORROWER(S):

\_\_\_\_\_  
Name: Aaron Aaronson

\_\_\_\_\_  
Name: Teller penn

NOTE: ATTACH PHOTOCOPY OF CARD AND DRIVER'S LICENSE TO THIS FORM.

## CONVENIENT WAYS TO MAKE YOUR PAYMENTS

We want to make it easy and convenient for you to make your payments. Payments are generally due every other week, on the same day. The following are easy and convenient ways that you can make your loan payments:

\_\_\_\_\_ Mail in a check, cashier's check or money order to: Alpha Omega, 9000 South Main St ,  
Nashville, TN 37874. DO NOT MAIL CASH.

\_\_\_\_\_ Bring payment to our office at 9000 South Main St , Nashville, TN 37874.

\_\_\_\_\_ Call in your payment with your check, credit card or ATM debit card with a Visa or Master Card logo. Please fill out the credit card authorization form before you leave the office if you think you may take advantage of this payment method. By completing the form you are authorizing us to process your payment over the phone when you call it in. You the borrower still have the responsibility to call in your payment on or prior to your due date. We will NOT charge your credit card or debit your bank account automatically. You must authorize each time we charge your credit card or debit your bank account.

**VERY IMPORTANT: We will NOT know you made the deposit or payment unless you call and tell us. If you do not call and tell us, we will proceed as if you never made the payment, including repossession.**

BORROWER(S):

\_\_\_\_\_  
Name: Aaron Aaronson

\_\_\_\_\_  
Name: Teller penn

## **DON'T TAKE THIS LOAN UNLESS YOU REALLY NEED IT!!!**

Dear Valued Customer

Alpha Omega the store wants you to know that we truly appreciate your business, your referrals and your loyalty. We want to develop a good relationship with you, and want to make sure you are fully informed and fully understand that this is an expensive loan. We also charge high processing fees. If you are elderly or on a fixed income or do not have a steady income we are advising you that you should not take out this loan. Our loans are intended as a last resort for unusual and critical situations where you need cash quickly, and our loans are very expensive and the interest rate very high. It would probably be better for you if you just sell your vehicle or get a cash advance on a credit card, rather than borrow at our high interest rates. We will give you the loan that you are requesting, but by signing below, you are acknowledging that you wish to receive this loan even though we have advised you against it.

This is a High-Cost Loan. The interest rate is very high; much higher than interest rates you may receive from banks, credit cards, family, friends, a credit union or your employer. We encourage you to seek a loan from any of these sources, or any other source, before accepting a loan from us, because you will save money if you can find a loan from these sources which bears interest at a lower rate. If you still decide to accept a loan from us, we encourage you to pay it off as soon as you can, even if that means taking out a loan somewhere else at a lower interest rate (there is no prepayment penalty).

We also strongly encourage you not to request a loan from us, or accept a loan from us, unless it is very important, and not for avoidable expenses such as a vacation, gambling, investments or the like. A high-cost loan like the one provided in this Agreement should only be used to satisfy an immediate and imminent need. If you have any questions or concerns about this loan, or about the availability of an alternative loan from somewhere else, or whether you even should take out any loan, you should consult your attorney, accountant, financial advisor, clergy person, family, friends or a consumer credit counseling agency. You can find a referral to a non-profit consumer credit counseling agency at <http://www.debtadvice.org/takethefirststep/locator.html>, or you can call the National Foundation for Credit Counseling at (800) 388-2227 (note: we are not in any way affiliated with this organization and take no responsibility for any action or inaction by them). There are many such consumer credit counseling agencies that can be found with a Google search, or in your local phone book, or at your local chamber of commerce.

I have received a copy of this disclosure. I have had the opportunity to ask all questions that I have, including the opportunity to speak with and ask questions of any advisor of my choice, including a lawyer, accountant, friend, family member, clergy or other financial adviser. All such questions have been answered fully and to my complete satisfaction. In light of the foregoing, and even though I am aware that I have other choices or options, I request that Alpha Omega the store approve and advance the loan I have requested.

BORROWER(S):

---

Name: Aaron Aaronson

---

Name: Teller penn

## DISCLOSURE OF CERTAIN CHARGES UPON BREACH

We are very concerned that all borrowers know and understand the charges and fees that they may incur in the event of a breach of the Loan Agreement between them and Alpha Omega the store. Some of these charges include, but are not limited to:

1. REPOSSESSION CHARGE ON LOANS UP TO \$4,999.00 WILL BE \$495.00. ON LOANS OF \$5,000.00 OR MORE, THE REPOSSESSION CHARGE MAY BE HIGHER.
2. STORAGE CHARGES ON REPOSSESSED VEHICLES ARE UP TO \$40.00 PER DAY.
3. RETURNED CHECK CHARGE OF \$0.00
4. SERVICE CHARGE TO REACTIVATE IGNITION INTERRUPT DEVICE: \$50.00
5. IF THE VEHICLE MUST BE SOLD TO SATISFY THE LOAN (OR A PORTION OF IT) THERE WILL BE VARIOUS OTHER CHARGES AND FEES.

These charges are just some of the charges you may incur. Please see the Statement of Loan, Federal Disclosures, Promissory Note and Security Agreement for a more detailed explanation.

In addition, a repossession can be very inconvenient, and can interfere with your plans.

Please be sure to make all payments on time, and comply with all provisions of the loan agreement, so that you can avoid a repossession.

I have read this document and understand and agree to the charges described. I also agree that in the event any check I present to the store is dishonored for any reason, I authorize the store to debit my checking account electronically for both the face amount of the check and returned check fees.

BORROWER(S):

\_\_\_\_\_  
Name: Aaron Aaronson

\_\_\_\_\_  
Name: Teller penn

**INSTRUCTION TO INSURANCE CARRIER**

To: Geico  
(insurance company)  
RE: Your Insured: Aaron Aaronson  
Teller penn  
Policy No. 123123

GREETINGS:

THIS LETTER IS TO INFORM YOU THAT Alpha Omega, IS NOW A LIEN HOLDER ON THE BELOW DESCRIBED VEHICLE:

MAKE: Kia

MODEL: Rio

LICENSE: NW-400

VIN NO.: 12310293847564738

We hereby request that Alpha Omega the store be named as additional insured lien holder on the above mentioned vehicle and that copies of all notices of late payments, cancellations, coverage changes and any other notice be sent to Alpha Omega at 9000 South Main St , Nashville, TN 37874.

However, policy holder has agreed to maintain full insurance coverage on this vehicle, including collision and comprehensive with deductibles of no more than \$500.00.

We appreciate your prompt attention to this matter.

THANK YOU,

INSURED(S):

\_\_\_\_\_  
Name: Aaron Aaronson

\_\_\_\_\_  
Name: Teller penn

Alpha Omega the store

BY: \_\_\_\_\_  
Authorized Representative

## NOTICE TO BORROWER

In the event you breach your loan contract with Alpha Omega the store, your vehicle may, and probably will, be repossessed. A vehicle repossession does not end your obligation to pay the full amount due under the loan. If you do not repay the loan, the vehicle will be sold, and the proceeds of the sale will be applied as provided in the loan agreement between you and Alpha Omega the store.

You will continue to be obligated for the balance of the loan, less any amount applied to the balance, including all interest that continues to accrue, late charges and fees, and all costs of repossession, including but not limited to the repossession fee, daily vehicle storage costs, reasonable repair and other costs to make the vehicle operational and/or ready for sale, licensing fees and all costs of sale. Any proceeds received from the sale of the repossessed vehicle will be first applied to the costs of repossession, then to late charges and fees, then to accrued interest and finally to remaining principal (all as set forth in the loan agreement). Should there be insufficient proceeds for the sale to fully pay the fees, charges, interest, principal and all other charges and fees permitted by law and the loan agreement, we can and will pursue collection of the balance, including other costs of collection. Although we will proceed in a reasonable manor to sell the repossessed vehicle, we are under no time obligation to do so.

I understand that under the terms of this Agreement, I am granting a security interest in my Vehicle, as well as any other Vehicle that I own. I understand that if I do not repay the loan, I may lose not only the Vehicle, but any other vehicle that is registered in my name.

I have read and I understand the aforementioned. I acknowledge that should I breach the loan agreement and my vehicle is repossessed, there are serious financial consequences and my obligation to Alpha Omega the store may not be terminated, and I may be liable for any deficiency.

Date: 3/4/2016

BORROWER(S):

\_\_\_\_\_  
Borrower: Aaron Aaronson

\_\_\_\_\_  
Co-Borrower: Teller penn

## **TRACKING DEVICE AUTHORIZATION**

BORROWER NAME(S): Aaron Aaronson  
Teller penn

This Tracking Device Authorization is entered into between the undersigned Borrower(s) and Alpha Omega the store ("Lender"), in connection with that certain Statement of Loan, Federal Disclosure, Security Agreement and Promissory Note dated the date set forth below (the "Loan Agreement").

The vehicle you are purchasing or acquiring a loan against is equipped with a device that will help protect your vehicle from theft and/or help the recovery of your vehicle should it be stolen. The theft prevention function involves applying a special, but very easy, procedure before the vehicle will start. This function is disabled and does not apply unless you specifically request that this be enabled. The Lender (Alpha Omega the store) and lien holder has required the installation of this device as a condition of approving and funding your loan. When your installment purchase finance contract or Loan Agreement has been paid in full the device will be removed at no cost to you by the Lender at our office.

By signing this Addendum, you are giving your approval and permission for the Lender/Lien Holder, Alpha Omega the store, to install this device in your vehicle.

You hereby agree not to hold Alpha Omega the store, its employees, agents, assigns, representatives or affiliates, or any other lien holder to whom your contract may be assigned, liable for any loss, damages, liability or injury sustained or incurred due to the installation of the device, any malfunction of the device, or the operation of the device, and you hereby hold each of them harmless from and indemnify them against any loss, damages, liability or cause of action arising from or related to the installation, operation or removal of the device from the vehicle.

Alpha Omega the store does not guarantee that this device will prevent the theft of your vehicle or that the device will assure recovery of your vehicle in the event it is stolen. However, if the vehicle is stolen, you may call Alpha Omega at 423-555-9999 and Alpha Omega the store may be able to determine where the vehicle is and notify you of this information.

Date: 3/4/2016

BORROWER(S):

\_\_\_\_\_  
Name: Aaron Aaronson

\_\_\_\_\_  
Name: Teller penn



This Notice Must Be Provided Prior To Accepting A Title Loan Application

Alpha Omega  
9000 South Main St  
Nashville, TN 37874  
423-555-9999  
9am - 5:30pm M-F 9am-12pm Sat.

NOTICE TO BORROWER

- 1 ) Your automobile title will be pledged as security for the loan. If the loan is not repaid in full, including all finance charges, you may lose your automobile.
- 2 ) This lender offers short term loans. Please read and understand the terms of the loan agreement before signing.

I have read the above "NOTICE TO BORROWER" and I understand that if I do not repay this loan, I may lose my automobile.

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date