

TITLE LOAN AGREEMENT

Borrower(s):

Lender:

Name: _____

Address: _____

Motor Vehicle:

Year _____ Drivers License Number _____

Color _____ VIN _____

Make _____ Title Certificate Number _____

Model _____

Date of Loan _____

TRUTH IN LENDING ACT DISCLOSURES

<p>ANNUAL PERCENTAGE RATE</p> <p>The cost of your credit as a yearly rate.</p>	<p>FINANCE CHARGE</p> <p>The dollar amount the credit will cost you.</p>	<p>Amount Financed</p> <p>The amount of credit provided to you or on your behalf.</p>	<p>Total Of Payments</p> <p>The amount you will have paid after you have made all payments as scheduled.</p>
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Payment Schedule:

Number of Payments	Amount of Payments	When Payments Are Due

Prepayment: You may prepay your loan in full at any time without penalty.

Late Charge: Lesser of \$10.00 or 5% of unpaid portion of payment if not paid in full within 10 days after due date.

Security Interest: You are granting a security interest in the motor vehicle described above and in all accessions thereto and all proceeds thereof.

Property Insurance: (check box if applicable). You are required to maintain insurance on the motor vehicle that is reasonably acceptable to the Lender and to enter into an Insurance Agreement in favor of the Lender. If you do not provide proof of insurance to the Lender upon the Lender's request, the Lender may purchase insurance at the expense of the Borrower, which will cost \$_____ for a term of _____.

Other Terms: See the terms below for additional information about nonpayment and default.

ITEMIZATION OF AMOUNT FINANCED

Amount Paid To You Directly.....

Amount Paid On Your Prior Loan.....

Amount Paid to Delaware Department of
of Transportation.....

_____ \$ _____

_____ \$ _____

This Title Loan Agreement (as amended from time to time, this "Agreement") is entered into by and between the Borrower (as identified above or "you") and Alpha Omega Consulting Group, INC, a Delaware limited liability company (the "Lender," "we," "our" or "us") as of the date set forth above, subject to the terms and conditions set forth in this Agreement, and any and all representations BORROWER has made to LENDER in connection with this transaction.

ANNUAL PERCENTAGE RATE: (does not include filing service and document preparation fees).

ARBITRATION AGREEMENT: THE TERMS AND CONDITIONS OF THE SEPARATE ARBITRATION AGREEMENT ATTACHED HERETO AS ANNEX A ARE INCORPORATED HEREIN BY THIS REFERENCE.

PROMISE TO PAY: You, jointly and severally, promise to pay to LENDER (at LENDER'S address set forth on the front of this Agreement) in United States currency, the Amount Financed and other fees and amounts payable as contemplated by this Agreement, plus interest thereon at the Annual Percentage Rate, according to the agreed upon Payment Schedule (all as set forth on the front of this Agreement). Interest will be assessed on a daily basis and a day shall be counted as 1/360 of a year. A late fee will be assessed on the 11th day after a payment is due in the amount of 5% of the unpaid portion of the payment or \$10.00, whichever is less. Time is of the essence in your performance and payment of the monetary sums set forth by this Agreement. All monetary sums due hereunder shall be paid without prior demand or claim of set-off. You may prepay your loan in full at any time without penalty. If you fail to pay us the amounts owed to us under this Agreement, interest shall continue to accrue (i) at the Annual Percentage Rate on all unpaid amounts owed to us under this Agreement until the final date on which payments are due under this Agreement, (ii) if this Agreement is for a loan with an originally stated repayment period of 180 days or less, at the rate agreed to by the parties hereto in an agreement to extend the outstanding and unpaid indebtedness beyond the originally stated repayment period for up to a maximum of 180 days from the date of this Agreement (a "Rollover"), or (iii) if the parties hereto enter into a Workout Agreement (as defined below), at the rate specified in the Workout Agreement. If

you remain in default at the expiration of the last of such periods specified in (i), (ii) or (iii) above, (x) if this Agreement provides for an originally stated repayment period of 180 days or less, interest shall accrue from that point forward at no more than the legal rate specified at the time in 6 Del. C. § 2301, or (y) if this Agreement provides for an originally stated repayment period of more than 180 days, interest shall continue to accrue at the Annual Percentage Rate owed to us under this Agreement until all amounts owed to us hereunder have been paid or otherwise satisfied. If this Agreement provides for an originally stated repayment period of 180 days or less, interest shall cease to accrue hereunder if we take possession of the motor vehicle described above.

WORKOUT AGREEMENT: If this Agreement is for a loan with an originally stated repayment period of 180 days or less, if you fail to repay the amount financed in accordance with the provisions of this Agreement or any Rollover, we will offer you the opportunity to enter into a workout agreement with us (a "Workout Agreement"). If we offer you the opportunity to enter into a Workout Agreement with us, you will have 10 Business Days to accept such Workout Agreement. For purpose of this Agreement, a "Business Day" means any calendar day except Saturdays, Sundays and legal holidays (as defined in Title 1, Chapter 5 of the Delaware Code). If this Agreement provides for an originally stated repayment period of more than 180 days, you will not be offered an opportunity to enter into a Workout Agreement.

SECURITY AGREEMENT: You have requested a loan in the principal amount stated above as the Amount Financed. To secure repayment of amounts due hereunder, under any Insurance Agreement and under any Workout Agreement, and performance of your promises hereunder and thereunder, you hereby grant to LENDER a security interest in your motor vehicle described above, and in all accessions thereto and all proceeds thereof (the "Collateral"). In connection with the perfection of our security interest in the Collateral, you agree (i) to provide us with the certificate of title to the motor vehicle, (ii) that we may cause the Department of Transportation of the State of Delaware to record a lien upon the certificate of title to the motor vehicle, and (iii) that we may retain the certificate of title to the motor vehicle until all amounts owed to us under this Agreement, any Insurance Agreement and any Workout Agreement have been paid. You may retain physical possession, ownership and use of the motor vehicle, unless and until a default occurs under this Agreement, any Insurance Agreement or any Workout Agreement pursuant to which we have the right to repossess the motor vehicle.

Until all amounts due under this Agreement, any Insurance Agreement and any Workout Agreement are paid in full: (i) if required by an Insurance Agreement, between the Lender and the Borrower, you shall keep the vehicle described above, insured at your own expense against such risks as loss by fire, theft, and collision, (ii) such vehicle shall not be removed from the State of Delaware, (iii) you expressly authorize and grant to LENDER an irrevocable power of attorney (which is hereby coupled with an interest) to act as your attorney-in-fact to execute and file in your name any and all documents necessary to perfect its security interest in such vehicle or to effectuate the enforcement of LENDER'S lien, including the repossession, sale and/or liquidation of the vehicle in accordance with this Agreement and applicable law, (iv) you shall not attempt to or seek to obtain a duplicate title to such vehicle, and (v) you shall remain the legal owner of such vehicle pursuant to the laws of the State of Delaware.

BORROWER'S RIGHT OF RESCISSION: IF THIS AGREEMENT PROVIDES FOR AN ORIGINALLY STATED REPAYMENT PERIOD OF 180 DAYS OR LESS, YOU HAVE THE RIGHT TO RESCIND THE LOAN MADE BY US PURSUANT TO THIS AGREEMENT (I) FOR ANY REASON UP TO THE END OF THE BUSINESS DAY FOLLOWING THE DAY ON WHICH PROCEEDS OF THE LOAN WERE DISBURSED TO YOU, OR (II) IF WE DID NOT MAKE THE DISCLOSURES REQUIRED BY 5 DEL. C. § 2252, UP TO 1 YEAR FROM THE DATE SCHEDULED FOR THE FINAL PAYMENT ON THE LOAN AS SPECIFIED IN THIS AGREEMENT, ANY ROLLOVER OR ANY WORKOUT AGREEMENT ON THE LOAN, WHATEVER OCCURS LAST. TO EXERCISE YOUR RIGHT OF RESCISSION, YOU MUST DELIVER A NOTICE OF RESCISSION TO US WITHIN THE APPROPRIATE TIME SPECIFIED IN (I) OR (II) ABOVE, AS APPLICABLE, AND (Y) IF THE RESCISSION IS PURSUANT TO (I) ABOVE, YOU SHALL RETURN TO US ALL THE LOAN PROCEEDS THAT YOU RECEIVED, OR (Z) IF THE RESCISSION IS PURSUANT TO (II) ABOVE, YOU SHALL RETURN TO US ANY UNPAID BALANCE OF THE LOAN PROCEEDS, LESS ANY FEES, INTEREST OR OTHER CHARGES THAT YOU PAID ON THE LOAN, AND IF SUCH FEES, INTEREST OR OTHER CHARGES EXCEED THE UNPAID LOAN PROCEEDS, WE WILL BE OBLIGATED TO REFUND THAT EXCESS TO YOU. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU DO NOT HAVE THE RIGHT TO RESCIND THE LOAN MADE BY US PURSUANT TO THIS AGREEMENT UNDER THIS SECTION IF THIS AGREEMENT IS FOR A LOAN WITH AN ORIGINALLY STATED REPAYMENT PERIOD OF MORE THAN 180 DAYS.

BORROWER'S LIABILITY FOR FAILURE TO RETURN VEHICLE: In the event of default, a notice of default will be mailed to you at the address on this Agreement and it is your responsibility to keep your address current on our records. Our failure to give you notice of default will not be a breach of this Agreement and, to the fullest extent permitted by law, will not limit or impair any of our rights or remedies in the event of your default.

ASSIGNMENT: You may not assign your rights or obligations under this Agreement.

DEFAULT: You will be in default under this Agreement (i) if you fail to make any payment required by this Agreement (unless this Agreement provides you the right to enter into a Workout Agreement with us, you enter into a Workout Agreement with us, and you do not default under such Workout Agreement), any Insurance Agreement or any Workout Agreement by the payment due date, (ii) if you fail to comply with or perform any other obligation under this Agreement, any Insurance Agreement or any Workout Agreement, (iii) if you file a voluntary bankruptcy petition, make any assignment for the benefit of creditors, are

adjudged a bankrupt or insolvent, have entered against you any order for relief in any bankruptcy or insolvency proceeding, or if there is commenced against you any bankruptcy proceeding which shall not have been dismissed within sixty (60) days after commencement thereof, or if you admit the material allegations in such a proceeding in an answer or other pleading, (iv) if any representation or warranty made by you to us is false or misleading, (v) if you fail to maintain proper insurance on the motor vehicle, if required, (vi) if the Collateral is damaged (without sufficient insurance coverage to repair the Collateral or repay your balance in full), or (vii) if you die. If you are in default under this Agreement, LENDER shall (if this Agreement provides for an originally stated repayment period of 180 days or less, subject to our obligation to offer to enter into a Workout Agreement with you if you fail to repay the amount financed hereunder in accordance with this Agreement), have the absolute right, at our option and without notice to you (unless required by applicable law), to do any one or more of the following: (i) declare all outstanding amounts owed hereunder immediately due and payable and proceed to collect it, (ii) foreclose on our lien on the Collateral, which includes taking physical possession of the motor vehicle regardless of where it may be located, and disposing of the Collateral and applying the cash proceeds of such disposition against (A) our reasonable expenses incurred in connection with the retaking, holding, preparing for disposition, processing, and disposing of, and our reasonable attorney's fees and legal expenses incurred in connection with, the disposition and sale of the Collateral, and (B) the amounts owed to us under this Agreement, any Insurance Agreement or any Workout Agreement, and (iii) exercise all rights, powers and remedies given to us by law. To the fullest extent permitted by applicable law, any notice that we as LENDER are required to provide you pursuant to this Agreement and/or the Uniform Commercial Code of the State of Delaware will be deemed reasonable if sent to you at the address set forth by you below at least ten (10) days before the event with respect to which notice is required.

NOTICE OF FURNISHING NEGATIVE INFORMATION: WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

GENERAL: This Agreement shall be governed by the laws of the State of Delaware. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation or affect those portions of this Agreement which are valid, enforceable and legal. Waiver of any default shall not constitute waiver of any subsequent default. All words used herein shall be construed to be of such gender and number as the circumstances require and all references herein to you shall include all other persons primarily or secondarily liable hereunder. This Agreement shall be binding upon your heirs, personal representatives, successors and assigns and shall inure to the benefit of our successors and assigns. This Agreement, the Arbitration Agreement attached as Annex A hereto, and the Insurance Agreement, if applicable, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede any and all prior written or oral agreements and understandings with respect to the matters covered hereby and thereby and may not be altered or amended unless made in writing and duly executed by the parties.

NOTICE TO THE BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

Borrower(s) hereby acknowledge(s) receipt of a fully completed copy of this Agreement and agrees to the terms and conditions of this Agreement.

X _____
BORROWER'S SIGNATURE

X _____
BORROWER'S SIGNATURE

Lender is regulated by and complaints concerning this Agreement may be addressed to: Office of the State Bank Commissioner, Attention: Compliance, 555 E. Loockerman Street, Suite 210, Dover, Delaware 19901 Telephone - (302) 739-4235 or (302) 577-6722

ALPHA OMEGA CONSULTING GROUP, INC

By: _____
Name:
Title:

ARBITRATION AGREEMENT

This Arbitration Agreement is a part of the Title Loan Agreement (the "Loan Agreement") entered into by and between the Lender and the Borrower on _____. The Loan Agreement, as modified by any Rollover or any Workout Agreement (each as defined in the Loan Agreement) shall be referred to as the "Finance Agreement". The terms and conditions of that Finance Agreement are incorporated herein by reference. In the event of any conflict between the Finance Agreement and this Arbitration Agreement, this Arbitration Agreement shall control.

For the valuable consideration outlined below, the Lender and the Borrower agree that any claim, dispute or controversy between the Borrower and the Lender or claim by either the Borrower or the Lender against the other or the managers, directors, officers, employees, agents, servicers, successors or assigns of the other, arising from or relating to the Finance Agreement or this Arbitration Agreement and any credit extended to the Borrower in connection with the Finance Agreement, no matter by whom or against whom made, including without limitation, the validity, enforceability, applicability or scope of the Finance Agreement or this Arbitration Agreement and any claims alleging fraud or misrepresentation, shall be resolved, subject to this Arbitration Agreement, exclusively by neutral binding arbitration in accordance with this Arbitration Agreement. For purposes of this Arbitration Agreement, the term "dispute(s)" shall be given the broadest possible meaning, including controversies of state, federal or common law related to this Arbitration Agreement, the Finance Agreement, and all claims brought against any of Lender's officers, directors, employees, members, managers, agents or related entities. The Lender and the Borrower agree that the Borrower may elect to use any of the following arbitration organizations, whose rules shall govern the arbitration to the extent not inconsistent with this Arbitration Agreement: the American Arbitration Association or the National Arbitration Forum. Alternatively, either party may propose another arbitrator who shall be selected if both parties agree. The Lender and the Borrower agree that the arbitration shall take place in the County and State in which the Borrower resides.

Notwithstanding any other provision of this Agreement, both the Lender and the Borrower agree that claims, disputes or controversies between the Lender and the Borrower where the amount of relief sought is not more than \$15,000 may be adjudicated in Justice of the Peace Court in the State of Delaware. The Borrower understands that there are fees associated with resolving any matter using third parties, be they arbitrators or Justices of the Peace. In some cases the party winning an arbitration or Justice of the Peace Court action may be entitled to recover all or a portion of its reasonable attorney's fees and legal expenses from the other party. These amounts may be considerable. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE FINANCE AGREEMENT, THE BORROWER AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY DISPUTE (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ARBITRATION AGREEMENT, THE FINANCE AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.**

As consideration for entering into this Arbitration Agreement, regardless of who demands arbitration, the Lender will advance Borrower's portion of any arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), up to one thousand dollars (\$1000.00). Throughout the arbitration, each party shall bear its own attorneys' fees and expenses, such as witness and expert witness fees. If the arbitrator renders a decision or an award in Borrower's favor resolving the dispute, then Borrower will not be responsible for reimbursing Lender for Borrower's portion of the Arbitration Fees, and Lender will reimburse Borrower for any Arbitration Fees that Borrower has previously paid. If the arbitrator does not render a decision or an award in Borrower's favor resolving the dispute, then the arbitrator shall require Borrower to reimburse Lender for the Arbitration Fees

