

This Document is subject to a security interest in favor of, and pledged as collateral to, .

## Motor Vehicle Equity Line of Credit

<b>Annual Percentage Rate</b>  A Fixed rate of ( daily periodic rate.)	<b>METHOD OF COMPUTING THE BALANCE IN CALCULATING FINANCE CHARGES.</b> Average daily balance (Including new cash advances)	<b>MEMBERSHIP FEES</b>  Annual Membership fee:	<b>OTHER FEES</b> The fee we pay to record our lien on your vehicle as charged by state in which your vehicle is titled.	<b>MINIMUM FINANCE CHARGE</b>  None
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### PERSONAL AND MOTOR VEHICLE INFORMATION

<b>Motor Vehicle (Collateral) Information:</b> Name:	Make:
Name: Model:	Vin:
<b>Account Information:</b> Address: Acct #:	Credit Limit:

## MOTOR VEHICLES EQUITY LINE OF CREDIT AGREEMENT

In this Motor Vehicle equity Line of Credit Agreement ("Agreement"), the words "you" and "your" mean each and every borrower who signs this Agreement. "Account" or "MVELOC" means your Motor Vehicle Equity Line of Credit account with Alpha Omega Consulting Group, Inc. The words "we", "us" and "our" refer to , **Phone**

- 1. Using the Account.** Once approved for your MVELOC, we will establish a line of credit for you secured by the motor vehicle described in "Personal and Vehicle Information" section of this Agreement (the "Motor Vehicle"). Once established, you will be allowed to take Cash Advances from this account from time to time, up to the credit limit established, at the Alpha Omega Consulting Group, Inc branch where this Agreement is executed, providing that no portion of any minimum monthly payment is past due at the time of the advance. By signing this Agreement you agree to all terms and conditions contained herein and to pay all sums due pursuant to this Agreement.
- 2. Monthly Payment.** Each month you will receive via U.S. Mail a statement showing you Account Information, including new cash advances, accrued Finance Charges, your New Balance and your minimum monthly payment. Each month you must pay, in cash, money order or certified funds, at least the minimum monthly payment shown on your statement by the due date indicated. You may, of course, pay more frequently or pay more than the minimum payment. Your minimum payment is comprised of all fees and earned Finance Charges up to the billing cycle closing date, plus the amount of any prior minimum payment that you have not paid. **AS THIS LINE OF CREDIT HAS A HIGH INTEREST RATE, YOU ARE ENCOURAGED TO PAY AS MUCH AS YOU CAN EACH MONTH TO REDUCE THE AMOUNT YOU OWE.** As you repay advance amounts, your available credit limit will be restored and will be available for future cash advances.
- 3. Application of payments.** All payments received by us will be applied first to the Membership, Cash Advance, and Lien fees, and then to the accrued Finance Charges including Finance Charges accrued since the last billing cycle closing date. Payments in excess of all fees and finance charges will be applied to the advance balance.
- 4. Security Interest. You hereby grant us a security interest pursuant to the Uniform Commercial Code in the Motor Vehicle, all accessories and accessories to the Motor Vehicle described above, and all proceeds related thereto, including all insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property is herein referred to as "Collateral"). You agree to pay us the fee(s) paid by us to any governmental agency to record our lien on your certificate of title to perfect our interest.**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

- 5. Calculation of periodic Finance Charges.** We figure the periodic FINANCE CHARGE on your account by applying the daily periodic rate of (this is an ANNUAL PERCENTAGE RATE OF to the "average daily balance" of your Account (including current transactions). To get the average daily balance, we take the beginning balance of your Account each day, add any new cash advances, and subtract any payments or credits and unpaid periodic Finance Charges. This gives us the daily balance. To determine the periodic FINANCE CHARGES for a billing cycle, we apply the daily periodic rate to the average daily balance and multiply the result by the number of days in that billing cycle. The billing cycle begins on the date of this agreement and ends the same numbered day of following month and subsequent billing cycles on the same numbered day of each month thereafter until all amounts owing have been paid in full.
- 6. Cash Advance Fee/Finance Charge.** You agree to pay a one-time transaction fee each time you take out a cash advance other than your initial advance. This fee will be a FINANCE CHARGE equal to 20% of the advance.
- 7. No Grace Period.** There is no grace period on any transaction or outstanding balance on this Motor Vehicle equity line of credit. Interest begins to accrue as of the date of any cash advance.
- 8. Right to Reappraise Collateral, Request Income Information; and Duty to Inform About Change in Circumstances.** The credit limit established for your Account is based upon your income and upon the value of the Collateral. You agree we have the right to reappraise the Collateral and /or demand proof of your current income from time to time upon reasonable notice. You further agree we have the right to increase or your credit limit based upon the condition of the Collateral and /or your current income. You agree to provide access to the Collateral at the location where this Agreement was executed during normal business hours and within a reasonable amount of time after demand. You further agree to immediately inform us of any significant change in circumstances regarding your income or the value or condition of the Collateral, including but limited to/ and damage occurring to the Collateral or any significant change in its mechanical condition.
- 9. Additional Representations and Warranties.** You represent and warrant that (a) you have the right to enter into this Agreement, (b) you are at least 18 years of age, (c) you understand that no credit insurance is offered with this Agreement, (d) the Collateral is not stolen, has no liens or encumbrances against it, and that you will not attempt to transfer any interest in the Collateral or seek duplicate certificate of title to the Collateral while any balance remains unpaid and (e) you will notify us immediately in writing of any change of your residence address or telephone number.
- 10. Default.** You will be in default under this Agreement: (I) If you fail to make any required payment by the Payment Due Date; (II) If you fail to comply in a timely manner with or perform and other obligation under this agreement; (III) Any representation or warranty made by you to us is false or misleading; (IV) If you begin or if any other person puts you in a bankruptcy insolvency or receivership proceeding; or (V) If you die.
- 11. Our Rights in the Event of Default.** If you are in default under this Agreement, we may, at our option, do any one or more of the following: (I) declare the whole outstanding balance due on your Account immediately due and payable and proceed to collect it; (II) foreclose upon our lien and liquidate the Collateral securing this Agreement according to law, including using self-help repossession; (III) close your Account of lower your credit limit; (IV) exercise all other rights, powers, and remedies given by law; and (V) recover from you all charges, costs and expenses, including all reasonable collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power of remedy provided by this Agreement or by law, or as permitted by law.
- 12. Repossession of the Motor Vehicle/Redemption/Sale of the Motor Vehicle.** Repossession means that, if you are in default under this Agreement, we can take the Motor Vehicle from you. To take the Motor Vehicle, we can enter your property or the property where the Motor Vehicle is stored, so long as it is done peacefully. If the Motor Vehicle is repossessed, you have the right to get it back (redemption) by paying the entire amount you owe under this Agreement (not just the past due payments) plus the cost of taking and storing the Motor Vehicle and any other expenses that we have incurred. We will send you a written notice of sale at least fifteen (15) days before selling the Motor Vehicle. If you do not redeem the Motor Vehicle by the date shown on such notice, we can sell it. We will use the net proceeds of the sale to pay all or part of you indebtedness to us. To calculate net proceeds, any charges for taking and storing the Motor Vehicle, cleaning and advertising, repairing if necessary, and any reasonable attorney's fees and court costs will be subtracted from the selling price. If you owe more than net proceeds of sale, you will continue to owe this amount. After repossession, you will have 15 days to go to the location where the vehicle is stored and claim any personal articles left in the vehicle. Any personal articles not claimed within 15 days of repossession are subject to disposal.
- 13. Joint Liability.** If more than one person signs this Agreement, each of you is jointly and severally liable. We may enforce our rights against one of you without affecting our rights as to the others. We may also release one of you without releasing the others.
- 14. Cancellation.** You may cancel your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying your account in full including all fees and accrued Finance Charges. We may suspend making future case advances on your Account at any time and in our sole discretion if we in good faith believe that we are in jeopardy of not being repaid as agreed by giving written notice to you, provided that if such suspension is made pursuant to this paragraph, you will be allowed to repay any remaining balance over time pursuant to this Agreement.
- 15. Amendments.** We can change any of the terms of this Agreement, including the method of computing all Finance Charges and the applicable Annual Percentage Rate at any time. If we do, however, we will mail you written notice of the change(s) at least 30 days in advance and you must pay us with such notice the entire outstanding balance of your account. If you do not take these actions you will have agreed to the change(s) in the notice. Any change(s) which become(s) effective will apply to all then outstanding unpaid indebtedness on your account, including all cash advances obtained prior to the effective date of the change(s).
- 16. General.** (I) You agree to deposit with us a duplicate set of keys to the Collateral up execution of this Agreement; (II) you agree to pay us a returned check fee of each time we accept a check from you, despite our not being under the obligation to do so, if such check is not honored for any reason; (III) you shall bear the entire risk of loss or damage to the Collateral while it is in your possession; (IV) you agree to indemnify and hold us harmless from any and all claims for property damages or personal injuries arising from your operation of the Collateral, including but not limited to, all judgments, attorney's fees, court costs and any incurred expenses; (V) time is of the essence of this Agreement, and (VI) this Agreement constitutes the entire Agreement between the parties and no other agreements, representations of warranties other than those stated herein shall be binding unless reduced to writing and signed by all parties.
- 17. Paragraph Headings Waiver; Governing Law; Enforceability.** The paragraph headings in this Agreement are for convenience only and do not limit any of its provisions. You agree that if we grant a waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them. This Agreement shall be construed, applied and governed by the laws of the

state Kansas. The unenforceability of invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portion hereof.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co- Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

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**18. Important Notice Regarding Customer Privacy.** We may collect non-public personal information about you from the following resources:

- o Information we receive from you on application or other forms
- o Information about your transactions with us and/or our affiliates
- o Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone except to our affiliates and nonaffiliated third parties working on our behalf as provided by law. We restrict access to nonpublic personal information about you to those employees who need to know that information and to our affiliates and nonaffiliated third parties working on our behalf to provide products and services to you, to administer your account, or to collect and money or collateral due us. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard this nonpublic personal information.

**19. Your Billing Rights-Keep this Notice for Future Use.** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Cause of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet as soon as possible at the address listed on your bill. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter please provide the following information:

- o Your name and account number
- o The dollar amount of the suspected error
- o Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item and/or amount you disagree with or are not sure about.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date this it is due. If you fall to pay the amount that we think you owe, we may report you as delinquent and proceed to collect that amount. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to, that you have a question about your bill. And, we must tell you the names of anyone we reported you to. We must tell anyone we report you to that matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

I (We) hereby acknowledge that I (we) have read the terms and conditions of the Motor Vehicle Equity Line of Credit Agreement above and all disclosures of rates and fees contained therein, and that I (we) agree to be bound by the terms, conditions and all amendments of this Agreement.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Borrower

\_\_\_\_\_  
Date

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