

INSTALLMENT LOAN AGREEMENT & TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

This Installment Loan Agreement & Truth-In-Lending Act Disclosure Statement (referred to herein as the "Agreement") is entered into between Borrower (referred to herein as "Borrower", "you" or "your") and Alpha Omega Consulting group, Inc. d/b/a _____ (referred to herein as "Lender").

Lender: Street Address City, State Telephone Number Date of Loan	Borrower: Loan Number: Social Security No.:
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DESCRIPTION OF GOODS OR PROPERTY (the "Motor Vehicle"):						
Year of Vehicle:	Make:	Model	Type:	Color:	Vehicle Identification Number:	License Plate Number:

ANNUAL PERCENTAGE RATE: The cost of your credit as a yearly rate.	FINANCE CHARGE: The dollar amount the credit will cost you.	AMOUNT FINANCED: The amount of credit provided to you on your behalf.	TOTAL OF PAYMENTS: The amount you will have paid after making all scheduled payments.
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PAYMENT SCHEDULE:

SECURITY: You are giving a security interest in the vehicle described above (remove...and as more fully...)

LATE PAYMENT: If a payment is 15 days or more late, you will be charged a late fee of 5% of the late payment, up to \$50, with a minimum charge of \$15.

PREPAYMENT: If you pay off this loan early you will not have to pay a penalty.

See the provisions of this Agreement below and on Pages 2, 3 and 4 for additional information about nonpayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED OF Amount given to you directly..... Amount paid on your Loan Number Loan Origination Fee Prepaid Finance Charge..... () Amount Financed.....	<p style="text-align: center;"><u>NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS & RESTRICTION OF NON-PUBLIC INFORMATION ACCESS</u></p> We restrict access to your non-public personal information to employees needing to know that information to assist you with products or services. We keep the physical, electronic and procedural safeguards required by our regulators to help protect the safety of your personal information.
	<p style="text-align: center;"><u>INFORMATION TO NON-AFFILIATED THIRD PARTIES</u></p> Since we value our relationship, we will not disclose your non-public personal information to non-affiliated third parties unless required by law. We also do not disclose non-public personal information about former customers unless required by law.

NOTICE TO BORROWER: You may cancel this loan without cost by returning the full principal amount to the Lender by the close of the Lender's next full business day.
 I acknowledge receipt of a copy of this notice.

Borrower: _____ Date: _____ Borrower: _____ Date: _____

By signing this Agreement you acknowledge that you have read, understand and agree to all of its terms and conditions, including the "Arbitration Agreement" contained on pages 3 and 4 of this Agreement, and acknowledge receipt of the loan proceeds in the amount stated above. You further acknowledge that this Agreement was filled in before you signed it and that you received a completed copy of it. You hereby declare the information contained in this Agreement is true and correct to the best of your knowledge.

This lender is regulated by:
 Missouri Division of Finance
 P.O. Box 716
 Jefferson City, MO 65102-0716
 (573) 751-3463
DO NOT SEND PAYMENTS TO THIS ADDRESS!

**NOTICE: SEE ADDITIONAL TERMS AND
CONDITIONS ON FOLLOWING PAGES**

PROMISE TO PAY: You promise to pay to Lender the principal sum of, plus interest thereon at the rate of per annum until the loan is paid in full. The loan is payable in payments of beginning on and continuing on the same day of each month thereafter until paid in full. You may prepay this loan, in full or in part, at any time without penalty. The loan origination fee, if any, is fully earned at the time the loan is made.

REMOVE "LATE PAYMENT"

DEFAULT: In the event you default on the loan, Lender may, after providing all notices required by law, exercise any and all rights as a secured party per the Uniform Commercial Code, including repossession of the collateral.

ATTORNEYS' FEES AND COURT COSTS: If it becomes necessary to file suit to collect this loan, you agree to pay Lender's attorneys' fees and court costs as permitted by law.

RETURNED CHECK FEE: You agree to pay Lender the amount of \$25 if the check(s) or ACH(s) with which you make your loan payment is returned for any reason.

LOAN ORIGINATION FEE: You agree to pay a loan origination fee of.

SECURITY: You agree to give Lender a security interest per the Uniform Commercial Code in the unencumbered Motor Vehicle listed on page 1 and further agree that Lender may retain possession of the certificate of title until this loan is paid in full. Upon payment of the loan in full, the Lender will release any security interest in the titled personal property and return the title to you.

NOTICE: The property that serves as collateral on this Security Agreement may also serve as collateral for future advances.

BORROWER'S ACKNOWLEDGEMENTS AND WARRANTIES: You warrant that you have the right to enter into this Agreement and that you are at least eighteen (18) years of age.

SEVERABILITY: Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid and those provisions shall remain in full force and effect.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Missouri, except to the extent that the arbitration provision shall be governed by the Federal Arbitration Act.

ENTIRE AGREEMENT: This Agreement represents the entire and complete agreement of the parties hereto with respect to such matter hereof, and supersedes all prior understandings and agreements, both written and oral, as to the subject matter hereof by and among any of the parties hereto.

MODIFICATIONS: No change or modification of this Agreement shall be valid or binding upon a party, nor shall any term or condition of this Agreement be considered waived by a party, unless such change, modification or waiver, is in writing and is signed by such party.

NO ASSIGNMENT: Neither this Agreement nor any rights, duties or obligations hereunder may be assigned voluntarily or involuntarily by you.

WAIVER: No waiver of your or Lender's rights is effective unless in writing. No written waiver for any one situation shall apply to any other situation. If either you or Lender fail to exercise or delay in exercising any right or remedy, this will not constitute a waiver of that or any other right or remedy.

NOTICE: SEE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL AND CLASS ACTION PARTICIPATION:

THIS ARBITRATION PROVISION MAY SUBSTANTIALLY LIMIT OR AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY! KEEP THIS PROVISION OR A COPY FOR YOUR RECORDS.

Arbitration is a process in which persons with a dispute: (a) waive their rights to file a law suit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. Upon the election of any party to this Agreement to compel arbitration as further described in Paragraph 2 below, the arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. **Broad Definition of "Dispute":** For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, (a) all Federal or State law claims, disputes or controversies, arising from or relating directly or indirectly to the loan application, this Agreement (including this Arbitration provision and its validity) and the fees charged, or any prior agreement or agreements between you and Lender; (b) all counterclaims, cross-claims, and third party claims; (c) all common law claims based upon contract, tort, fraud and other intentional torts; (d) all claims based upon a violation of any State or Federal Constitution, statute or regulation; (e) all claims asserted by Lender against you, including claims for money damages to collect any sum Lender claims you owe Lender; (f) all claims asserted by you individually, as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against Lender and/or any of Lender's employees, agents, officers, shareholders, members, directors, managers, governors, or affiliated entities (hereinafter collectively referred to as "Related Third Parties:"); including claims for money damages and/or equitable or injunctive relief. The words "dispute" and "disputes" do not mean an action subject to the jurisdiction of a small claims tribunal, as further described in Paragraph 8 below.
2. **Any Party Can Demand Arbitration:** Any party to a dispute, including Related Third Parties, may send the other party written notice by certified mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. All doubts about whether to arbitrate a dispute shall be resolved in favor of arbitration.
3. **How to Choose and Contact an Arbitrator:** Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1- 800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired Judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. If you demand arbitration, you must inform Lender in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If Related Third Parties or Lender demand(s) arbitration, you must notify Lender within twenty (20) days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify Lender, then Lender has the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization at the toll free numbers listed above.
4. **Payment of Fees and Expenses:** If you demand arbitration, then, at your request, Lender will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). If Related Third Parties or Lender demands arbitration, then, at your request, Lender will advance your portion of the Arbitration Fees. The arbitration hearing will be conducted in the County of your residence, or in the County in which the transaction under this Agreement occurred, or in such place as shall be ordered by the arbitrator in accordance with applicable law. Except as may be awarded by the arbitrator pursuant to Paragraph 7 below, each party shall bear his or its own attorneys' fees and expenses throughout the arbitration, such as witness and expert witness fees.
5. **WAIVER OF RIGHT TO JURY TRIAL: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A DISPUTE, NEITHER YOU NOR LENDER NOR RELATED THIRD PARTIES WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT OR HAVE A JURY TRIAL ON THAT DISPUTE, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR BY THIS ARBITRATION PROVISION AS SET FORTH HEREIN. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU MAY HAVE IF A DISPUTE WAS INITIATED OR LITIGATED IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ARBITRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT. THESE SAME LIMITATIONS APPLY TO US.**
6. **WAIVER OF ABILITY TO PURSUE OR PARTICIPATE IN CLASS ACTIONS: FURTHER, ALL DISPUTES INCLUDING ANY REPRESENTATIVE CLAIMS AGAINST LENDER AND/OR RELATED THIRD PARTIES SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS WITH YOU. IN OTHER WORDS, YOU MAY NOT PARTICIPATE IN A CLASS ACTION OR A CLASS-WIDE ARBITRATION. IF ARBITRATION IS NOT DEMANDED BY ANY PARTY TO A DISPUTE AND THE DISPUTE IS SUBJECT TO RESOLUTION IN A COURT OF LAW, THE COURT SHALL NOT CONDUCT A CLASS ACTION; THAT IS, THE JUDGE SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE LAWSUIT. IF ARBITRATION IS DEMANDED BY ANY PARTY WITH RESPECT TO A DISPUTE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. CLAIMS BROUGHT BY ANY BORROWER MAY NOT BE JOINED TO CLAIMS BROUGHT BY ANOTHER BORROWER IN A COURT OF LAW OR IN ARBITRATION.**

NOTICE: SEE ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGE

7. **Rules Applicable to the Arbitration:** The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1 — 16 (“FAA”), shall apply statutes of limitation and shall honor claims of privilege recognized at law. The arbitrator may decide with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any Federal or State rules of civil procedure or evidence. Except as limited in this Agreement, the arbitrator shall have the authority to award any legal or equitable remedy or relief that a court in the State of Missouri could order or grant. If allowed by statute or applicable law, the arbitrator may award you expert witness fees, statutory damages and/or your reasonable attorneys’ fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing Lender for any portion of the Arbitration Fees advanced by Lender. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator’s award may be filed with any court having jurisdiction.
8. **Small Claims Exception and Limitations:** All parties, including Related Third Parties, shall retain the right to seek adjudication in a small claims tribunal for claims within the scope of such tribunal’s jurisdiction. Any claim which cannot be adjudicated within the jurisdiction of a small claims tribunal is subject to resolution by binding arbitration upon election by any party to this Agreement as set forth herein. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.
9. You acknowledge and agree by entering into this Agreement, that Lender or any Related Third Party can force you to arbitrate any dispute. If Lender or any Related Third Party chooses arbitration, you acknowledge and agree that: **(a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER OR RELATED THIRD PARTIES; (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST LENDER OR RELATED THIRD PARTIES; and (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAW SUIT FILED AGAINST LENDER AND/OR RELATED THIRD PARTIES.**
10. **Application of Federal Arbitration Act:** This agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement involves interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds for any reason that the FAA does not apply to this transaction, then this agreement to arbitrate shall be governed by the arbitration law of the State of Missouri.
11. **OPT-OUT PROCESS:** You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within **sixty (60)** calendar days of the date of the Agreement at the following address: 716 Vauxhall Dr, Nashville TN 37221, Attn: Legal Department. Your written notice must include your name, address, social security number, the date and loan number of this Agreement, and a statement that you wish to opt out of the Arbitration Provision. If this Agreement is your first transaction with us since August 11, 2008 and you provide us the appropriate opt-out notice, then your decision to opt out will also apply to all your previous transactions with us. If you choose not to opt-out on your first transaction with us after August 11, 2008, then this Arbitration Provision will apply to all your previous transactions with us. Your decision to opt-out on subsequent transactions with us will only apply to that particular transaction and no previous transactions.
12. This ARBITRATION AGREEMENT PROVISION INCLUDING WAIVER OF JURY TRIAL AND CLASS ACTION PROVISION is binding, upon and benefits you, your respective heirs, successors, assigns and related third parties. This arbitration agreement continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This arbitration agreement survives any termination, amendment, expiration, or performance of a transaction between you and Lender and continues in full force and effect unless you and Lender otherwise agree in writing. _____ **(INITIALS)**

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

BY SIGNING BELOW, I AGREE THAT I REVIEWED AND AGREED TO THIS INSTALLMENT LOAN AGREEMENT AND TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT, INCLUDING THE ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL AND CLASS ACTION PARTICIPATION:

Borrower: _____ Date: _____ Lender’s Authorized Representative: _____

Borrower: _____ Date: _____ _____