LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

12/5/2014

Todays Date:

Lender:

Alpha Omega

and prepayment refunds and penalties.

or on or before each subsequent maturity date as extended.

warranty made by BORROWER is false.

unless reduced in writing and signed by both parties.

the right to choose arbitration.

arbitration.

by against any other borrower who obtained a different loan.

Arbitrator shall have discretion to grant or deny that request.

(except for this sentence shall be null and void.

that may otherwise be applicable.

BORROWER

CO-BORROWER

* Other rights that you or we would have in court may also not be available in arbitration.

Address:				00			
•		Maturity Date: 1	/5/2015	Motor Make:	Vehicle: Honda		
Borrower Information: Name: Calvin Brazier Address 1111 11th Ave. South Nashville, TN 11111		Co-Borrower Information: Name: Address		Model: Accord Year: 2011 VIN#: 1234567890123456 License:			
Disclo	osures Made in Compli	ance with Federal Truth in	Lending		Itemization of	Amount Financed	
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS		\$100,000.00	_Amount given to you directly _Amount paid on your account	
The cost of your credit	The dollar amount the	The amount of credit	The amount you wi		Amount Paid t	to others on your behalf	

	Total Edition of American					
ANNUAL		AMOUNT	TOTAL OF	\$100,000.00	Amount given to you directly	
PERCENTAGE RATE	CHARGE	FINANCED	PAYMENTS	\$0.00	Amount paid on your account	
The cost of your credit as a yearly rate		The amount of credit provided to you or on	The amount you will	Amount Paid to	o others on your behalf	
as a yearly rate	credit wiir cost you	your behalf	have paid after you have made all payments as		Amount paid for lien fees to DMV	
11774193.55%	\$1,000,000,000.00	\$100,000.00	\$1,000,100,000.00	\$0.00	-	
				\$100,000.00	Amount financed	
					(Total)	
Security: You are giving	a security interest in a moto	or vehicle		Payment sche	dule:	
Prepayment: If you pay of	off early you will not have to	pay a penalty.			\$1,000,100,000.00 due	
See below for any additional	on 1/5/2015					

1. Promise to Pay Borrower and Co-Borrower, jointly and severally, (collectively hereinafter referred to as "BORROWER") promise to pay to LENDER, in immediately available United States currency, the "Principal" amount of the loan (the Amount Financed), together with interest and other fees and charges as provided in this Agreement. All sums due hereunder shall be paid without prior demand, notice or claim of set off.

This Loan Agreement, Promissory Note and Security Agreement ("Agreement") is executed by and between BORROWER and LENDER on the

- BORROWER, without penalty, has the right to fully prepay the principal balance at any time prior to the Maturity Date and will not be obligated to pay any unaccrued interest. 2. Interest Rate. Interest under this Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365 of 1000000.00% multiplied by the unpaid principal balance (the Principal, less the amount the Principal has been reduced by payments) for each day that any amount remains due to LENDER. Interest is computed on the basis of the number of days actually elapsed. If this loan is not paid in full by
- the Maturity Date, interest shall continue it accrue after such date. BORROWER agrees to pay LENDER interest and Principal in accordance with the Payment Schedule shown above. LENDER will apply all payments on the date received by LENDER in the following order (1) unpaid costs and expenses which you have agreed to pay LENDER pursuant to this Agreement (2) accrued but unpaid interest; and (3) unpaid principal balance.
- 4. Renewals Unless the BORROWER has repaid all obligations under this Agreement in full, has surrendered the Motor Vehicle, has been sent notice of Lender's intention not to renew this Agreement, or has defaulted under this Agreement, this Agreement may be renewed for an additional calendar month with the payment by BORROWER of at least the outstanding accrued interest and other allowed fees on or before the Maturity Date

5. Minimum Interest Payment Obligation. BORROWER promises to pay at least the outstanding accrued finance charges on their original

- maturity date and on each subsequent maturity date as extended. Failure to pay at least the outstanding accrued finance charge at maturity, and on each subsequent maturity date as extended, shall constitute an event of default under this Agreement. 6. Collateral. To secure the Borrower's obligations under this Agreement, BORROWER hereby grants to LENDER a security interest in the unencumbered Motor Vehicle described above, all accessories and accessions to the Motor Vehicle, and all proceeds related thereto, including all
- insurance proceeds or refunds of insurance premiums related to the Motor Vehicle (all such property referred to as "Collateral"). BORROWER promises to reimburse LENDER upon its request for any recoverable costs incurred by LENDER in perfecting its lien or enforcing its rights against the Collateral. BORROWER consents to LENDER keeping possession of the certificate of title to the Motor Vehicle until this loan is fully repaid. BORROWER shall have the right to redeem the certificate of title by repaying the loan in full and by complying with this Agreement. When the
- loan is satisfied LENDER shall release its lien and return the certificate of title to BORROWER. 7. BORROWER's Representations and Warranties. BORROWER represents and warrants that BORROWER has the right to enter into this Agreement, is at least 18 years of age, and understands that no credit insurance is offered by LENDER with this Agreement. BORROWER represents and warrants that the Motor Vehicle is not stolen, has no liens or encumbrances against it, that BORROWER will not attempt to transfer any interest in the Motor Vehicle until all obligations under this Agreement have been paid in full, and that the Motor Vehicle will not be moved from the BORROWERS state of residence. BORROWER: further warrants that until such time all amounts due hereunder are fully repaid, BORROWER will not attempt to seek a duplicate title to the Motor Vehicle.
- Page 1 of 4 Borrower Initials
- including by using self-help repossession; (c) exercise all other rights, powers and remedies given by law; and (d) recover from BORROWER all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by the LENDER in exercising any right, power or remedy provided by this Agreement or by law. In the event of default, interest shall continue to accrue until the Principal, together with all accrued and unpaid interest and costs, is fully repaid.

8. Event of Default. The following constitute events of default under this Agreement: (a) BORROWER does not pay the full amount of any required payment when due; (b) BORROWER fails to keep any other promise contained within this Agreement; or (c) any representation or

9. LENDER's Rights in the Event of Default. Upon the occurrence of any event of default, and after serving any notices required by law, the LENDER may at its option do any one or more of the following: (a) declare the whole outstanding balance due under this Agreement due as payable at once and proceed to collect it; (b) foreclose upon its lien and liquidate any Collateral securing this Agreement according to law,

Any notice that LENDER is required to provide under this Agreement or applicable law will be declared reasonable it sent to BORROWER at the address set forth above via regular mail. 11. General. (a) BORROWER will deposit a duplicate set of keys to the Motor Vehicle upon execution of this Agreement; (b) BORROWER agrees to pay the maximum amount allowed by law in connection with any check given to LENDER which is not honored for any reason; (c) BORROWER shall bear the entire risk of loss or damage to the Motor Vehicle while it is in BORROWER's possession and agrees to indemnify and hold LENDER harmless from any and all claims for property damages or personal injuries arising from the operation of the Motor Vehicle, including but not limited to, all judgments, attorney's fees, court Costs and any incurred expenses: (d) if more than one BORROWER executes this Agreement, each BORROWER will be jointly and severally liable; (e) time is of the essence for this Agreement; and (f) this Agreement Constitutes

the entire Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding

12. Governing Law; Enforceability. This Agreement shall be construed, applied and governed by the laws of the State of Missouri, and by the interest rate allowed pursuant to Missouri Revised Statute § 408.100. This loan is being made pursuant to Missouri Revised Statute § 367.100. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof. 13. ARBITRATION PROVISION. This Arbitration Agreement describes when and how a Claim (as defined below) may be arbitrated Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. As solely used in the Arbitration Provision, the terms "we," "'us" and "our" mean the

LENDER (listed on the top of the first page of this Agreement), its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors, and "you" means BORROWER (listed on the top of the first page of this Agreement). These terms for purposes of this Arbitration Provision also mean any third party providing any goods and services in connection with the origination, servicing and collection of this Agreement if such third party is named as a party by you in any lawsuit between you and us. (a) Your Right To Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which Contains all of the following: (i) the date of this Agreement and a description at the Vehicle; (ii) the names, addresses and phone numbers of each of the Borrowers for this Agreement; and (iii) a statement that all of the Borrowers reject the Arbitration Provision of this Agreement. The rejection notice must be seal to LENDER at: 1202 Business Loop 70 East Columbia, Missouri, 65201. A rejection notice is only effective if it is signed by all Borrowers and cosigners and if we receive it within (15) days after the date of this Agreement. If you reject this Arbitration Provision that will not affect any other provision of this Agreement or the status of your Agreement. If you don't reject this Arbitration Provision, it will be effective as of the date of the Agreement. (b) What Claims Are Covered: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Vehicle (excluding either party's right to file and maintain a claim in an appropriate small claims court) securing this Agreement. 'Claim' has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-patty claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Subject to paragraph (f) below, it also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Agreement. However, "Claim" does not include: (i) our right to enforce our security interest and to obtain possession of the Collateral by seeking a replevin judgment or by using self-help, provided such an action seeks only possession of the Collateral and not a personal monetary judgment against you, or (ii) any individual action in court by one party that is

limited to preventing the other party from using a sell-help remedy and that does not involve a request for damages or monetary relief of any kind. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. The parties agree that this Arbitration Provision is not applicable to "small claims" meaning those claims that either party is entitled to file and maintain in an appropriate small claims court, or your State's equivalent. However, if that small claim is transferred, removed or appealed to a different court, we then have

(c) How Arbitration Is Started: Either you or we may require any Claim to he arbitrated. Arbitration is started by giving written notice to the other party of the intent to start or to compel arbitration. This notice may be given before or after a lawsuit has been started over the Claim or with respect to other Claims brought later in the lawsuit. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not

(d) Choosing the administrator: The party requiring arbitration must choose one of the following arbitration organizations as the Administrator

inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

American Arbitration Association 335 Madison Avenue, New York, NY 10017, (800) 772-7879 ("AAA") (www.adr.org) or National Arbitration Forum ("NAF") P 0. Box 50191, Minneapolis, MN 55405, (800) 474-2371 (www.arb-fourm.com) in all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. However, no arbitration may be administered by an arbitration organization that will not follow, or has in place a formal or informal policy that is inconsistent with or purports to override, the terms of this Arbitration Provision. If for any reason the chosen Organization is unable or unwilling or ceases to serve as the Administrator, the party requiring arbitration will have 20 days to choose a different Administrator consistent with the requirements of this Arbitration,) Provision,

Page 2 of 4

Borrower Initials

Borrower Initials

(e) Court and Jury Trials Prohibited and Other Limitations Legal Rights If arbitration Is chosen with respect to a Claim, all of the following apply: * There will be no right to try that Claim in court. *There will be no jury trial on that Claim.

* We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the "Class Action

This means that neither we nor you can he a representative or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to that Claim. This also means that the arbitrator has no power or authority to conduct any class-wide

* Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator's decision will be final and binding.

* Claims brought by or against one Borrower (or Co-Borrower) may not be joined or consolidated in the arbitration with Claims brought

(f) Special Rules Regarding Class Action Waiver. Regardless of anything else in this Arbitration Agreement, the validity and effect of the Class Act Waiver must be determined only by a court and not by an arbitrator or by any policies or procedures of the arbitration administrator. If the Class Act Waiver is invalidated or not enforced, we may appeal the ruling but unless the appeal is successful, this entire Arbitration Agreement

* There will be no discovery, except as allowed by the arbitration rules of the Administrator or this Arbitration Provision.

(g) Location of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably Convenient to your residence. (h) Governing Law This Arbitration Provision as governed by the Federal Arbitration Act, 9 U S C § § et seq. (the "FAA") and not by any state arbitrate law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were

pending in court. At the time request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Administrator which shall reconsider any of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. (k) Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal

proceeding, or a use of a self-help remedy by us to collect a debt owed by you to us, and any bankruptcy by you to the extent consistent with applicable bankruptcy law. If a portion of this Arbitration Provision (other than the Class Action Waiver referred to in paragraph (f)) is deemed invalid or unenforceable, it shall not invalidate this Agreement or the remaining portions of this Arbitration Provision. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern. The Arbitration Provision supersedes any other arbitration provision between the parties or

(i) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator. Either party may submit written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The

(j) Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitration decision is final and binding except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$100,000 or grants or deny any claim for injunctive relief. Any party can appeal the award to a three-arbitrator panel administered by the

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 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 any money or collateral due us. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard this nonpublic personal information.

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT, INCLUDING THE ARBITRATION PROVISION, OR IF IT

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

Lender

CONTAINS ANY BLANK SPACES. YOU WILL RECEIVE A COMPLETED COPY OF THIS AGREEMENT.

IMPORANT NOTICE REGARDING CUSTOMER PRIVACY

We collect non-public personal information about you from the following sources:

- Information about your transactions with us, our affiliates, or others;

-Information we receive from you on applications or other forms;

Information we receive from a consumer reporting agency.

BY: IT'S AUTHORIZED REPRESENTATIVE

Page 3 of 4

Page 4 of 4