

# PROMISSORY NOTE, LOAN AGREEMENT AND DISCLOSURE STATEMENT

<b>Lender:</b> Alpha Omega Consulting Group, Inc. <b>Address:</b> 716 Vauxhall Drive Nashville, TN 37072 (866) 802-5742	<b>Today's Date:</b> 3/27/2009	<b>Contract Number</b> CA377
	<b>Maturity Date:</b> 4/10/2009	
<b>Borrower:</b> <b>Named:</b> Ron Johnson <b>Address:</b> 1015 East Bobby Court Millersville, TN 37077	<b>Borrower Information:</b> <b>DOB:</b> 4/24/1958 <b>Check #</b> 689 <b>Bank:</b> First Texas Bank	

<b>Disclosure Made in Compliance with Federal Truth in Lending Act</b>				<b>Itemization of Amount Financed:</b>  Itemization of the Amount Financed of. <u>          \$200.00</u>  Amount given to you directly <u>          \$200.00</u>  Amount Paid on your prior account <u>          \$0.00</u>	
<table border="1"> <tr> <td> <b>ANNUAL PERCENTAGE RATE</b>  <i>The cost of your credit as a yearly rate</i>   <b>365.00%</b> </td> <td> <b>FINANCE CHARGE</b>  <i>The dollar amount the credit will cost you</i>   <b>\$28.00</b> </td> </tr> </table>	<b>ANNUAL PERCENTAGE RATE</b> <i>The cost of your credit as a yearly rate</i>  <b>365.00%</b>	<b>FINANCE CHARGE</b> <i>The dollar amount the credit will cost you</i>  <b>\$28.00</b>	<table border="1"> <tr> <td> <b>Amount Financed</b>  <i>The amount of credit provided to you or on your behalf</i>   <b>\$200.00</b> </td> <td> <b>Total of Payments</b>  <i>The amount you will have paid after all scheduled payments</i>   <b>\$228.00</b> </td> </tr> </table>		<b>Amount Financed</b> <i>The amount of credit provided to you or on your behalf</i>  <b>\$200.00</b>
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<b>Security:</b> You are giving a security interest in the above Check.:					
<b>Prepayment:</b> Subject to a minimm charge of 10% of Amount Financed					
See below for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.					
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This Promissory Note and Loan Agreement ("Agreement") is executed by and between BORROWER and LENDER on the date set forth above.

- Promise to Pay.** BORROWER promises to pay to LENDER in immediately available United States currency, the Total of Payments shown above until the Amount Financed together with accrued and unpaid finance charges have been fully repaid together with any costs incurred by LENDER in collecting said amounts. All sums due hereunder shall be paid without prior demand, notice or claim of setoff. Interest under this Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365 of the Annual Percentage Rate multiplied by the unpaid balance (the Amount Financed less the amount it has been reduced by payments) for each day that any amount remains due to LENDER. BORROWER, without penalty, has the right to prepay any portion of the Amount Financed and any accrued finance at any time prior to maturity. All payments shall be applied first to accrued interest, then any costs due to LENDER other than the unpaid principal amount, and finally to the unpaid principal amount.
- Check Requirements.** In consideration of LENDER advancing to BORROWER the amount printed above as Amount Financed, BORROWER agrees to provide a check(s) from BORROWER's bank account listed above made payable to the order of LENDER and totaling the amount printed above as Total of Payments. LENDER agrees to defer presentment of this (these) check(s) until after the date and time printed above in the Payment Schedule (the "Maturity Date"). On-or-before 12:00 p.m. (noon) on the Maturity Date. BORROWER agrees to redeem the check(s) by paying to LENDER in cash or certified funds the Total of Payments, less any unearned finance charges. If BORROWER does not redeem the check(s) given to LENDER by 12:00 p.m. (noon) on the Maturity Date, LENDER will present said check(s) to BORROWER's bank for payment through traditional or electronic means in which case the BORROWER's canceled check will evidence payment of the loan. In such event, BORROWER agrees to have sufficient funds in BORROWER's bank account prior to 12:00 p.m. (noon) on the Maturity Date for this (these) check(s) to be honored by BORROWER's bank. The consideration being given by BORROWER to LENDER in exchange for LENDER's deferring presentment of BORROWER's check(s) is the Finance Charge printed above.
- Default.** The following constitute events of default under this Agreement (a) BORROWER fails to keep any of BORROWER's promises under this Agreement, including the promise to redeem the Check(s) on or before 12:00 p.m. (noon) on the Maturity Date; (b) if BORROWER's Check(s) is (are) dishonored by BORROWER's bank upon presentment; or (c) any representation or information given to LENDER by BORROWER is false or misleading.
- LENDER's Rights in the Event of Default.** Upon BORROWER's default, LENDER may at its option, and without notice or demand, do any one or more of the following: (a) declare the entire outstanding balance due under this Agreement due and payable at once and proceed to collect it; and/or (b) charge BORROWER a dishonored check fee in the amount of \$30.00 for each check dishonored.
- BORROWER's Rights in the Event of Repossession.** BORROWER represents and warrants that the above bank account is open and in good standing at the time of signing this Agreement. BORROWER represents and warrants that the above bank account is open and this Agreement remains unpaid the BORROWER will keep said bank account open and will have sufficient funds therein to repay this Agreement on the Maturity date if the Check is not redeemed by BORROWER. BORROWER represents and warrants that BORROWER has the right to enter into Agreement, is at least 18 years of age, and understands that no credit insurance is offered with this Agreement.
- General Provisions; Governing Law; Enforceability.** Time is of the essence of this Agreement. This Agreement shall be construed, applied and governed by the laws of the State of Oregon. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof.
- Optional Arbitration Agreement.** Borrower and Lender may agree that the transactions contemplated by and occurring under, this Agreement involve "commerce" under the Federal Arbitration Act ("FAA") (§U.S.C. §§1 et. seq.). Any and all disputes, controversies or claims (collectively, "claims" or "claim") whether preexisting, present or future between the Borrower and Lender, or between Borrower and any of Lender's officers, directors, employees, agents, affiliates or shareholders arising out of or relating to this Agreement (save and except the Lender's right to enforce the Borrower's payment obligations in the event of default, by judicial or other process, including self-help repossession) may be decided by binding arbitration under the FAA. Any and all claims subject to arbitration hereunder, as started by any party, will be resolved by an arbitration proceeding which shall be administered by the American Arbitration Association under its Commercial Arbitration rules (the "Arbitration Rules"), as presently published and existing. However, in the event that Borrower initiates arbitration, Borrower shall pay the first \$125.00 of the filing fee required by the Arbitration rules and Lender will pay the remaining amount of such fee, as well as any required deposit. In the event Lender initiates arbitration, Lender shall pay the entire amount of the filing fee and any required deposit. The parties agree to be bound by the decision of the arbitrator(s). Any issue as to whether this Agreement is subject to arbitration shall be determined by the arbitrator. This agreement to arbitrate shall survive the termination of this Agreement. By agreeing to arbitrate disputes you do not waive your right to litigate claims through a court or to have a jury trial.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals on the date stated above.

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU WILL RECEIVE A COMPLETED COPY**

**IMPORTANT NOTICE REGARDING CUSTOMER PRIVACY**

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

- Information we receive from you on applications or other forms;
- Information about your transaction with us, our affiliates, or others;
- Information we receive from a consumer reporting agency.

We do not disclose any non-public 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 non-public 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 non-public personal information.

**LENDER**

\_\_\_\_\_  
**BORROWER**

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

**BORROWER authorizes LENDER to electronically debit BORROWERS bank account to collect the amount owed under this Agreement.**

**ORCC  
DPA\_OR040903**

\_\_\_\_\_ **(BORROWER Initials)**