

TENNESSEE TITLE/PROPERTY PLEDGE AGREEMENT

Title Pledge Lender ALPHA OMEGA CONSULTING GROUP 716 VAUXHALL DRIVE NASHVILLE, TN 37221 615-662-9537						Pledgor Ronnie C Johnson 1015 East Concord Avenue Goodlettsville, TN 37072		DATE MADE	
								11/29/2006	
								Loan Number	
		TL202							
		Social Security Number							
		**_*							
DL Number State	Home Phone	Work Phone	D.O.B.	Eyes	Race	Height	Sex		
077636262 TN	(615) 855-1192	615-662-9537	4/24/1958	Brown	White	5'6"	M		
Description of Pledged Titled Personal Property.									
Year	Color	Make	Model	License No.	VIN	Title Certificate Number			
2000	Black	BMW	735i	486JDW	12345678912345678	88251024			

FEDERAL TRUTH IN LENDING DISCLOSURE

<u>ANNUAL PERCENTAGE RATE</u> The cost of your credit as a yearly rate. <u>120.00%</u>	<u>FINANCE CHARGE</u> The dollar amount the credit will cost you. <u>\$100.00</u>	<u>Amount Financed</u> The amount of credit provided to you or on your behalf. \$1,000.00	<u>Total of Payments</u> The amount you will have paid after you have made all payments scheduled \$1,100.00
SECURITY: Title Pledge Lender will have a security interest in the titled personal pledged property listed above. PREPAYMENT: If you pay off early, you will not be entitled to a refund of part of the finance charge. ADDITIONAL INFORMATION: Pledgor agrees to be liable for reasonable attorney fees and all court cost of collection.			Maturity Date 12/29/2006
Itemization of the Amount Financed of: \$1,000.00	Amount given to you directly \$1,000.00	Amount Refinanced \$0.00	Payment Schedule 1 Payment @ \$1,100.00
I hereby acknowledge receipt of this consumer notification and disclosures prior to entering into this pledge agreement. Pledgor's Signature X _____			Interest + Fee = Finance Charge/Minimum Pmt \$100.00 + \$0.00 = \$100.00

Pledgor hereby gives the Lender a security interest in the pledged titled personal property for the repayment of the above set out Amount Financed, receipt of which is hereby acknowledged, plus the FINANCE CHARGE set out above, plus any other lawful charges. Pledgor agrees that Pledgor is indebted to Lender for the Total of payments. The Pledgor represents and warrants, to the best of the Pledgor's knowledge, that the titled personal property is not stolen and has no liens or encumbrances against it, the Pledgor has the right to enter into this transaction and the Pledgor will not apply for a duplicate certificate of title while the title pledge agreement or property pledge agreement is in effect. Pledgor has the right to cancel this agreement and all obligations to make payments under this agreement by returning the original check or cash given to you to the location where this loan was originated before the close of the next business day after this agreement was signed. Pledgor is at least 18 years of age.

(A) THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. (B) YOU SHOULD USE THIS LOAN ONLY TO MEET SHORT-TERM CASH NEEDS. (C) YOU WILL BE REQUIRED TO PAY ADDITIONAL INTEREST AND FEES IF YOU RENEW THIS LOAN RATHER THAN PAY THE DEBT IN FULL WHEN DUE. (D) THIS LOAN IS A HIGHER INTEREST LOAN. YOU SHOULD CONSIDER WHAT OTHER LOWER COST LOANS MAY BE AVAILABLE TO YOU. (E) YOU ARE PLACING AT RISK YOUR CONTINUED OWNERSHIP OF THE PERSONAL PROPERTY THAT YOU ARE PLEDGING FOR THIS LOAN, INCLUDING YOUR MOTOR VEHICLE, IF THAT IS THE PROPERTY PLEDGED. (F) IF YOU FAIL TO REPAY THE FULL AMOUNT OF THIS LOAN ON OR BEFORE THE END OF THE MATURITY DATE OR RENEWAL OF THE LOAN, THE TITLE PLEDGE LENDER MAY TAKE POSSESSION OF THE PROPERTY PLEDGED AND SELL THE PROPERTY IN THE MANNER PROVIDED BY LAW. (G) IF YOU ENTER INTO A TITLE PLEDGE AGREEMENT OR PROPERTY PLEDGE AGREEMENT, YOU HAVE A LEGAL RIGHT OF RESCISSION. THIS MEANS YOU MAY CANCEL YOUR CONTRACT AT NO COST TO YOU BY RETURNING THE MONEY YOU BORROWED BY THE NEXT BUSINESS DAY AFTER THE DATE OF YOUR LOAN. (H) IF THE TITLE PLEDGE AGREEMENT OR PROPERTY PLEDGE AGREEMENT IS LOST, DESTROYED OR STOLEN, YOU SHOULD IMMEDIATELY SO ADVISE THE TITLE PLEDGE LENDER IN WRITING.

I, the undersigned, have carefully read the terms and conditions on both pages of this agreement and agree to them.

X _____
Signature on Redemption
X _____
Lender's Signature
X _____
Pledgor's Signature

ADDITIONAL TERMS OF AGREEMENT - READ CAREFULLY

TITLE PLEDGE AGREEMENT. In return for loan of money from Lender, Pledgor agrees to give Lender a security interest in unencumbered title personal property owned by Pledgor. Pledgor agrees for Lender to keep possession of the certificate of title. Pledgor shall have the exclusive right to redeem the certificate of title by repaying the loan in full and by complying with this agreement. Lender shall retain physical possession of the certificate of title for the entire length of this agreement but shall not be required to retain physical possession of the titled personal property at any time. When the certificate of title is redeemed, Lender shall release the security interest in the titled personal property and return the personal property certificate to the Pledgor. If Pledgor fails to redeem the certificate of title at the end of the original 30 day agreement period, or at the end of any 30 day renewal thereof, Lender shall be allowed to lawfully and without breach of the peace without judicial process or through judicial process to take possession of the titled personal property. After taking possession of the titled personal property, Lender shall retain possession of the titled personal property for a twenty (20) day holding period. If, during the twenty (20) day holding period, Pledgor pays the repossession fee, and redeems the titled personal property and certificate of title by paying all outstanding principal, interest, and customary fees, Pledgor shall be give possession of the titled personal property. If Pledgor fails to redeem the titled personal property and certificate of title during the twenty (20) day holding period, Pledgor shall thereby forfeit all right, title, and interest in and to the titled personal property and certificate of title to the Lender who shall thereby acquire an absolute right of title and ownership to the titled personal property.

Lender shall then have the sole right and authority to sell or dispose of the unredeemed titled personal property. Pledgor agrees to maintain the pledged titled personal property in good working order and assume the entire responsibility of all damages due to the operation of the titled personal property including but not limited to repairs, judgements, suits, court costs and any expenses, including any attorney's fees, that may be incurred by the use or recovery of the titled personal property. Pledgor agrees not to use said titled personal property in violation of any statute or ordinance, or for hire, and will not without express permission of Lender permanently remove said titled personal property from the state in which the Pledgor resides on the date hereof. Said titled Personal property will be kept at Pledgor's residence address as stated above and Pledgor will notify Lender promptly in any change in the location of the said residence. The parties of this agreement can renew this agreement for additional thirty (30) day periods.

PROPERTY PLEDGE AGREEMENT. In return for a loan of money from Lender, Pledgor agrees that Lender can take physical possession of unencumbered titled personal property owned by Pledgor, and to take possession of the personal property certificate of title. Pledgor shall have the exclusive right to redeem the titled personal property by repaying the loan in full and by complying with the property pledge agreement. When the titled personal property is redeemed, Lender shall return the titled personal property and the certificate of title to Pledgor. Upon the failure of Pledgor to redeem the titled personal property at the end of the original 30 day agreement period, or the end of any subsequent 30 day renewal or renewals thereof, Lender shall be allowed to sell or otherwise dispose of the titled personal property. Upon expiration of this agreement and the final renewal of the agreement, if any, Lender shall retain possession of the titled personal property and the certificate of title for at least 20 days. If Pledgor fails to redeem the titled personal property and the certificate of title before the lapse of the 20 day holding period, Pledgor shall thereby forfeit all right, title, and interest in and to the titled personal property to Lender, who shall thereby acquire an absolute right of title to the titled personal property, and Lender shall have the right and authority to sell or dispose of the unredeemed pledged property. If during the 20 day holding period, Pledgor redeems the title personal property and certificate of title by paying all outstanding principal, interest, and other authorized fees, Pledgor shall be given possession of the titled personal property and the certificate of title without further charge. The parties to this Agreement can renew this agreement for additional 30 day periods.

During the original 30-day period of this transaction, the dollar amount Pledgor must pay to redeem the motor vehicle is equal to the Total of Payments as set forth above. After 30 days, Pledgor must also pay all accrued Finance Charges for the period after 30 days. Unless the Pledgor has repaid all obligations under this Agreement in full, surrendered the Motor Vehicle, has been sent notice of Lender's intention not to renew this Agreement, or has defaulted under this Agreement, the Pledgor may elect to renew this Agreement for additional 30-day periods if the Pledgor pays the minimum amount required by Tennessee Law. Beginning with the 3rd renewal or continuation and at each successive renewal or continuation thereafter, Pledgor must make a minimum payment of 5% of the original principal amount of the title pledge transaction in addition to the interest and fees authorized by Tennessee law.

If possession of said titled personal property is taken by or given up to Lender, or said titled personal property is sold in the manner described above or in any other manner, Pledgor will properly execute and deliver to Lender any documents which are now required or may be hereafter required by any state titled personal property law for recording transfer of title. If the agreement is lost Pledgor has not forfeited the right to redeem the pledged property but may promptly, before the lapse of the redemption date, make affidavit for such loss, describing the pledged property, which affidavit shall, in all respects, replace and be substituted for the lost evidence of the pledge transaction. During said loan and redemption periods Lender shall not be responsible in case of loss or damage to said titled personal property by reason of fire, breakage, robbery or burglary. Pledgor warrants that the titled personal property pledged has not received the titled personal property by fraud, that the titled personal property has no liens, including liens for past-due child support, against it, that the Pledgor is not in voluntary or involuntary bankruptcy and is not anticipating filing a bankruptcy proceeding of any type.

Address any consumer complaints to: Department of Financial Institutions, Consumer Resources Division, Suite 400, 511 Union St., Nashville, TN 37219 Ph.:800-778-4215 or 615-253-2023.

IMPORTANT NOTICE REGARDING CUSTOMER PRIVACY

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

- 1) Information we receive from you on application or other forms;
- 2) Information about your transaction with us, our affiliates, or others;
- 3) 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 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.

ARBITRATION OF DISPUTES.

In the event of any past, present or future claim or dispute (whether based upon contract, tort, statute, common law or equity) between Lender and Pledgor arising from or relating to this Agreement, the relationship that results or the enforceability or scope of this arbitration provision, or any other agreement with Lender executed by Pledgor at any time, either Lender or Pledgor may elect to resolve the claim or dispute by binding

IF EITHER LENDER OR PLEDGOR ELECT'S ARBITRATION, NEITHER LENDER OR PLEDGOR SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN A COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. NEITHER LENDER OR PLEDGOR SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER PERSONS WITH RESPECT TO OTHER SIMILARLY SITUATED CLAIMS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, Lender or Pledgor may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision.

Pledgor's agreement with Lender involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA"). The arbitration shall be conducted through, at the option of whoever files the arbitration claim, JAMS or the National Arbitration Forum ("NAF") in accordance with their procedures in effect when the claim is filed. For a copy of their procedures, to file a claim or for other information contact JAMS at www.jamsadr.com, toll-free at 1-800-352-5267 or NAF at www.arb-forum.com, toll-free at 1-800-474-2371. At Pledgor's written request, Lender will advance any arbitration filing, administrative and hearing fees which Pledgor would be required to pay to pursue a claim or dispute as a result of Lender electing to arbitrate that claim or dispute. Send requests to Lender, 716 VAUXHALL DRIVE,, NASHVILLE, TN 37221, Attention: Chief Manager. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will Pledgor be required to reimburse Lender for any arbitration filing, administrative or hearing fees in an amount greater than what Pledgor and Lender's combined court costs would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where Pledgor resides. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000.00 any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo, The costs of such an appeal shall be borne by the appealing party regardless of the outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

The rights and obligations of Lender under this arbitration provision shall inure to the benefit of and be binding upon its parent corporations, subsidiaries, affiliates (including, without limitation, ALPHA OMEGA CONSULTING GROUP), predecessors, successors, assigns, as well as the officers, directors, agent and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with Lender or with any of the foregoing in a claim which is subject to this arbitration provision. Pledgor's rights and obligations under this arbitration shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement. This arbitration provision shall survive termination of Pledgor Agreement, as well as voluntary payment in full by Pledgor, any legal proceedings by us to collect a debt owed by Pledgor, and any bankruptcy by Pledgor.