

ALPHA OMEGA, INC. LOAN AGREEMENT

LENDER:	Alpha Omega	DATE:	9/17/2014
ADDRESS:	716 Vauxhall Dr	LOAN ACCOUNT:	TL149
	Nashville, TN 37221-4646	BORROWER:	JOHN HGHGG DOE
		ADDRESS:	101 Bowling Green 212 ABBEY RD, HOUSTON, TX 21312

SECTION A. PROMISSORY NOTE AND CONSUMER CREDIT DISCLOSURE

The following terms shall apply to the entire contract, except where otherwise noted:

- (1) "Lender" shall refer to **Alpha Omega, Inc.**
- (2) "Borrower" shall refer to the above-referenced Borrower. If there is more than one Borrower, Borrower will still be used to signify all Borrowers. All references to "you," "your," or "I" refer to Borrower.
- (3) "Loan Agreement" includes the Promissory Note, Security Agreement, Insurance Requirements, Statement of Intent, Repossession Agreement, and Auto Club Service Contract executed on the above date for the above-referenced loan account.
- (4) "Collateral" shall refer to the following motor vehicle:

Year: 2001 Make: toyota Model: Sienna VIN#: 4t3zfl9c51u338998

DISCLOSURES REQUIRED BY THE FEDERAL TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 138.0021 %	FINANCE CHARGE The dollar amount the credit will cost you. \$2,635.80	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$3,000.00	TOTAL OF PAYMENTS The amount you will have paid after all payments are made as scheduled. \$5,635.80						
Itemized Amount of Financing: Amount given to Borrower directly: \$3,000.00 Borrower's balance from previous loan: \$0.00 Lien transfer fee: \$0.00 First month Auto Club Dues: \$0.00 Total Amount Financed: \$3,000.00		Borrower's payment schedule will be as follows: <table><tr><th>Number of payments</th><th>Amount per payment</th><th>When payments are due</th></tr><tr><td>12</td><td>469.65</td><td>Every 30 days starting on 10/17/2014</td></tr></table>		Number of payments	Amount per payment	When payments are due	12	469.65	Every 30 days starting on 10/17/2014
Number of payments	Amount per payment	When payments are due							
12	469.65	Every 30 days starting on 10/17/2014							

Promise to Pay. Borrower promises to pay the total sum of monies owed to Lender. Borrower shall pay in cash or check or money order made payable to Lender. Lender does not accept debit card or credit card payments. Borrower shall make payments according to the payment schedule. Borrower shall not skip any part of any payment. Borrower may make a payment at any of Lender's locations. Borrower agrees to pay Lender a fee of up to \$30.00 for a returned check. Lender may add the fee to the amount the Borrower owes or collect the fee separately.

Prepayment. Borrower is entitled to make payments early. If the Borrower makes a payment before the next due date, Borrower's next payment is due as scheduled. Borrower will not incur any additional charge, fee, or penalty for repaying the loan early. If prepayment occurs, Borrower is not entitled to any refund of the loan set up fee, lien transfer fee, or any other applicable fees. Borrower may be entitled to a refund of any unearned interest as calculated by the Sum of the Period Balances method of accounting.

Security Interest and Cross-Collateralization. To secure Borrower's obligations under this Loan Agreement, Borrower grants to Lender a security interest in the Collateral and all after-market improvements, attachments, insurance refunds, and proceeds. **Borrower is aware that this Collateral secures all other loans with Lender, and further agrees that the Collateral securing all other loans with Lender also secures this loan.** Borrower is executing this Loan Agreement to satisfy such condition. Borrower further acknowledges that the benefits derived by Borrower from this Loan Agreement and from those certain Cross-Collateralization Agreements entered into or to be entered into in connection with any other loans with Lender are equivalent to the burdens imposed upon Borrower and the property secured by this Loan Agreement, notwithstanding that this loan and other loans with Lender may be of differing amounts.

Right to Rescind: Borrower may rescind this loan on or before the close of business on the third business day following the execution date of this Loan Agreement. To rescind this loan, Borrower must deliver to Lender, at the address where this Loan Agreement was executed, either (a) the original check which Lender gave to Borrower to fund this loan, or (b) a sum of money, in cash or certified funds, equal to the amount of the loan proceeds disbursed to Borrower.

Global Positioning System. Lender shall place a global positioning system ("G.P.S.") in the Collateral. Borrower agrees not to tamper with, remove, or destroy the G.P.S. or allow any other person or entity to tamper with, remove, or destroy the G.P.S. If Lender determines the G.P.S. has been tampered with, removed, or destroyed, Borrower will be charged \$1,000.00 to his or her loan account. The \$1,000.00 is due and payable immediately and must be paid in either cash or certified funds. Borrower's signature authorizes Lender to utilize the G.P.S. to track the location of the Collateral at anytime.

The G.P.S. information is as follows: .

Default. Upon default, Lender can require the Borrower to pay the entire unpaid principal balance and any accrued charges including, but not limited to, insufficient funds fees, cost of repossession, collection fees, unpaid Auto Club fees, and the cost of the G.P.S. in order to redeem the Collateral.

Borrower will be in default if: (1) Lender is unable to place a lien on the certificate of title to the Collateral; (2) Borrower fails to make a timely loan payment to Lender; (3) Borrower fails to maintain the required insurances on the Collateral by either: (a) failing to continuously maintain the required comprehensive and collision insurance and mechanical breakdown insurance, or (b) failing to make timely Auto Club payments; (4) Borrower violates any of the terms and conditions contained in the Promissory Note, Security Agreement, or Loan Agreement; (5) Borrower allows a judgment to be entered against the Collateral; (6) Borrower allows another person or entity to have an interest in the Collateral; (7) Borrower sells, leases, or disposes of the Collateral; (8) Borrower uses the Collateral for an illegal purpose; (9) the Collateral is seized by any local, state or federal agency or law enforcement; (10) Borrower tampers with, removes, or destroys the G.P.S. or allows another person or entity to tamper with, remove, or destroy the G.P.S.; (11) Borrower fails to keep both the registration and inspection current on the Collateral; (12) Borrower fails to keep the Collateral in good repair; or (13) Borrower files for bankruptcy protection.

Agreements. Borrower agrees to the following terms and conditions.

- (1) Borrower agrees that all information provided to Lender, including but not limited to information provided in the Borrower's loan application and these documents is true and correct. Lender can send notices to the last known address provided by Borrower. If Borrower's information changes, Borrower shall provide written notification to Lender.
- (2) Lender shall not sell any of Borrower's information to any third party, but Lender may contact Borrower via email regarding solicitations.
- (3) If any unpaid debt is turned over to an attorney for collection, Borrower shall bare the costs of attorney's fees, court costs, and other expenses associated with collection of the loan.
- (4) No amounts in this contract are more than the law allows. Notwithstanding any provision of the Loan Agreement to the contrary, Borrower hereby agrees that without waiving any claim or defense to the contrary, no amounts deemed to constitute interest due under the Loan Agreement which are contracted for, charged or collected shall exceed the maximum rate of interest allowed from time to time by applicable state or federal law (collectively, the "Highest Lawful Rate"). Regardless of any provision of the Loan Agreement to the contrary, the aggregate of all such amounts deemed to constitute interest in excess of the Highest Lawful Rate shall be deemed a prepayment of such portion of amount due thereunder as are deemed to constitute principal amounts and if all amounts so deemed to constitute principal plus other lawful amounts due thereunder including late charges, taxes, or reimbursements or indemnity payments due from Borrower have been or are thereby paid in full, any remaining excess shall immediately be refunded to Borrower.
- (5) The attached Security Agreement and all other applicable contractual provisions apply towards the Collateral.
- (6) Any present or future agreement securing debt owed to Lender will also secure the payment of this loan.
- (7) All section and subsection headings in this Loan Agreement are not intended to be interpreted as substantive in any way, and are merely an interpretive aid and guide with respect to the substantive provisions contained within this Loan Agreement.
- (8) This Loan Agreement constitutes the entire agreement between Lender and Borrower and all prior agreements or understandings, whether oral or written, are merged into this Loan Agreement, and shall have no effect, independent of this Loan Agreement.
- (9) All provisions of this Loan Agreement are severable. In the event that any provision is determined to be illegal, void, invalid, or unenforceable by a court with competent jurisdiction, that portion of the Loan Agreement will be severed. The remaining Loan Agreement will remain enforceable.
- (10) The Borrower may not assign, delegate, or transfer his or her obligation or rights under this Loan Agreement to any other individual or entity. Any attempted or purported assignment, delegation, or transfer by Borrower is void and unenforceable.

(11) No waiver of any provision within this Loan Agreement will be valid unless in writing, signed by the party against whom enforcement is sought. Waiver of any party of any breach of any contractual provision will not operate to be construed as a waiver of any subsequent breach.

(12) This Loan Agreement shall not be amended, in whole or in part, except by an agreement signed by both parties. No subsequent oral agreements, whatsoever, will be acknowledged or act to obligate the parties, severally or jointly, to this Loan Agreement.

(13) Federal law and Texas law apply to this Loan Agreement.

(14) Borrower hereby waives presentment, demand, protest, notice of non-payment, notice of dishonor, notice of default, notice of intent to accelerate, notice of acceleration, and all other demands and notices in connection with delivery, acceptance, performance, default or enforcement of this Loan Agreement.

Lender is a **registered** lender with the State of Texas Office of Consumer Credit Commissioner. Call the Consumer Credit Hotline or write for credit information or assistance with credit problems:

	Office of Consumer Credit Commissioner	
Address:	2601 North Lamar Boulevard Austin, Texas 78705 – 4207	Phone: 512-936-7600 or 1-800-538-1579 Online: www.occ.state.tx.us

_____ Borrower's Signature	_____ Date	_____ Co-Borrower's Signature	_____ Date
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SECTION B. ALPHA OMEGA, INC. SECURITY AGREEMENT

In exchange for the Loan Agreement under account number TL149 Lender shall have a security interest in the Borrower's vehicle ("Collateral"):

Year: 2001 Make: toyota Model: Sienna VIN#: 4t3zf19c51u338998

Borrower pledges the Collateral for the above-referenced loan account number. By doing so, Borrower agrees to the following terms and conditions:

- (1) To secure this loan, Borrower gives Lender a security interest in the Collateral. The Collateral includes any after-market improvements, attachments, insurance refunds, and proceeds.
- (2) Borrower owns the Collateral. During the term of the loan, Borrower agrees that he or she will not sell or transfer the Collateral without written permission from Lender. Borrower pledges that no other person or entity will have an interest in the Collateral.
- (3) Borrower promises that all information given in Borrower's loan application and these documents is true and correct. Borrower promises to notify Lender in writing of any information changes.
- (4) Borrower promises not to permanently remove Collateral from the state of Texas without prior written approval from Lender.
- (5) Borrower promises to keep the registration and inspection current and to keep the car in good repair.
- (6) Borrower will not use Collateral for any illegal purpose.
- (7) Any changes to the Security Agreement must be in writing and signed by both Lender and Borrower.
- (8) If Borrower is in default of the Promissory Note, Borrower is also in default of the Security Agreement.

If default occurs, the Collateral is eligible for repossession. If repossession occurs, it will be done lawfully and without a breach of the peace. Once the Collateral has been repossessed, Lender will notify Borrower in writing of the amounts owed by the Borrower to Lender and the time frame in which this amount must be paid in order to reclaim the Collateral. If the monies owed to Lender are not paid in a timely fashion, Lender may exercise any and all actions allowed by the law.

Lender and Borrower are entering into this Security Agreement at the same time as the loan.

_____ Borrower's Signature	_____ Date	_____ Co-Borrower's Signature	_____ Date
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SECTION C. ALPHA OMEGA, INC. COLLATERAL INSURANCE REQUIREMENTS

As a condition for the loan, Lender requires that the vehicle serving as collateral for the loan have both comprehensive and collision insurance and mechanical breakdown insurance. To fulfill the insurance requirements, Borrower has two options.

Option One: Borrower may purchase his or her own comprehensive and collision insurance and mechanical breakdown insurance from an insurance provider of his or her choice. Borrower must designate VIP Finance of Texas, Inc. as the loss payee on both insurances. Borrower must provide proof of purchase to Lender at the time of execution of the Loan Agreement. The deductible for the comprehensive and collision insurance shall be no more than \$500.00. The deductible for mechanical breakdown insurance shall be no more than \$500.00. Borrower agrees and acknowledges that a warranty is not the same as insurance and therefore, does not fulfill the insurance requirements.

Option Two: If Borrower elects not to purchase comprehensive and collision insurance and mechanical breakdown insurance, Borrower may purchase a membership in the Auto Club provided through CLUB LANG, INC. Lender does not require Borrower to purchase a membership in the Auto Club as a condition for approval of this loan. Borrower acknowledges that Lender may offer a membership in an automobile club in connection with this loan under Texas Finance Code §303.203 and §342.457.

BORROWER IS NOT REQUIRED TO PURCHASE AN AUTOMOBILE CLUB MEMBERSHIP AS A CONDITION FOR APPROVAL OF THIS LOAN. BORROWER CAN CANCEL THIS MEMBERSHIP WITHIN THIRTY-ONE (31) DAYS AND RECEIVE A FULL REFUND OF THE PURCHASE PRICE.

NO SE REQUIERE QUE COMPRA UNA MEMBRESIA DE CLUB AUTOMOTRIZ COMO CONDICION PARA LA APROBACION DE ESTE PRESTAMO. PUEDO CANCELAR ESTA MEMBRESIA DENTRO DE TREINTA Y UNO (31) DIAS Y RECIBIR UN REEMBOLSO TOTAL DEL PRECIO DE COMPRA.

Borrower's Signature

Date _____

Co-Borrower's Signature

Date _____

SECTION D. BORROWER'S STATEMENT OF INTENT

Borrower understands that as a condition for the loan, Lender requires that the motor vehicle serving as collateral for the loan have both comprehensive and collision insurance and mechanical breakdown insurance as laid out in Section C of the Loan Agreement. To fulfill the insurance requirements, Borrower has two options. Borrower chooses to:

_____ provide his or her own comprehensive and collision insurance and mechanical breakdown insurance through an insurance carrier of his or her choosing.

_____ purchase a membership in the Auto Club provided by CLUB LANG, INC. **

Borrower understands and agrees that he or she has pledged his or her vehicle as collateral for this loan. Furthermore, Borrower is aware and agrees that his or her vehicle is subject to repossession for non-payment of the loan, failure to return the global positioning system (G.P.S.) monitoring device, or for any default listed within this Loan Agreement.

Borrower's Signature

Date _____

Co-Borrower's Signature

Date _____

****Borrower must sign the Auto Club Service Contract contained in Section F if Borrower elects to purchase membership in the Auto Club provided by CLUB LANG, INC. contained on page 6.****

SECTION E. ALPHA OMEGA, INC. REPOSSESSION AGREEMENT

The Borrower's Loan Agreement will be considered in default upon the occurrence of one or more of the following events:

- (1) Lender is unable to place a lien on the certificate of title to the Collateral;
- (2) Borrower fails to make timely loan payments to Lender;
- (3) Borrower fails to maintain the required insurance on the collateral by either:
 - (a) failing to maintain the required comprehensive and collision insurance and mechanical breakdown insurance on the Collateral, or

- (b) failing to timely pay the Auto Club fees;
- (4) Borrower violates any of the terms and conditions stated in the Promissory Note and/or the Security Agreement associated with Borrower's loan;
- (5) Borrower allows a judgment to be entered against the Collateral;
- (6) Borrower allows another person or entity to have an interest in the Collateral;
- (7) Borrower sells, leases, or disposes of the Collateral;
- (8) Borrower uses the Collateral for an illegal purpose;
- (9) Borrower tampers with, removes, or destroys the G.P.S. or allows another person to tamper with, remove, or destroy the G.P.S.
- (10) Borrower fails to keep both the registration and inspection current on the Collateral;
- (11) Borrower fails to keep the Collateral in good repair.

The Borrower agrees that if the loan account is in default, the Borrower's signature below expressly authorizes the following:

- (1) Lender has the right to forward the Borrower's loan account to a third-party collection agency.
- (2) If a third-party collection agency becomes involved following default, but prior to actual repossession of the Collateral, the Borrower will owe a collection fee to Lender, for the third-party agency's efforts in attempted repossession. (Please note that a collection fee is different than a repossession fee.)
- (3) Lender, or its agent, may take the Collateral from the Borrower without the necessity of a court order or judicial process.
- (4) Lender, or its agent, may repossess the Collateral at any time, day or night.
- (5) Lender, or its agent, may enter and remove the Collateral from any property on which the Collateral is located.
- (6) Lender, or its agent, is permitted to use any reasonable means necessary to open or gain entry to the Collateral without causing undue damage in the process of securing the Collateral.
- (7) Lender is entitled to execute the right to self-help repossession in accordance with the Texas Business and Commerce Code.
- (8) If Borrower has more than one loan obligation with Lender and is in default of this Loan Agreement or any other Loan Agreement with Lender, Lender is permitted to repossess any Collateral pledged by Borrower to satisfy the debt owed.

The Borrower understands that Lender is not required to give Borrower notice of any attempt to repossess the Collateral, whether through oral, written, electronic, or any other method of communication. The Borrower understands that he or she is entering into these agreements voluntarily, under his or her own free will, and that he or she is personally responsible for his or her loan obligations.

Lender or a third party collection agency may not cause a breach of the peace in the collection efforts of the Collateral. In the event of repossession, Lender shall send Borrower a notification of repossession via certified mail, return receipt requested, containing the amount necessary to redeem the Collateral. This notification letter will be sent to the last known address of the Borrower. Lender shall keep the current repossession fee schedule posted at all locations at all times. In the event of repossession, Borrower's account will incur a storage fee of \$20.00 per day, beginning the day the repossession notice is sent.

Borrower's Signature

Date

Co-Borrower's Signature

Date

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SECTION F. CLUB LANG, INC. AUTO CLUB SERVICE CONTRACT

AUTO CLUB#:	123123	DATE OF PURCHASE:	9/17/2014
AUTO CLUB:	CLUB LANG, INC.	PURCHASER NAME:	JOHN HGHGG DOE
ADDRESS:	123 PENNY LANE HOUSTON, TX 21312	ADDRESS:	101 Bowling Green 212 ABBEY RD, HOUSTON, TX 21312

Dues. Auto Club dues are payable monthly beginning on 10/17/2014, in the amount of \$0.00. The Purchaser's first month Auto Club dues are included in the amount financed through Alpha Omega, Inc. Purchaser must pay all subsequent Auto Club dues in either check or money order made payable to Alpha Omega, Inc., or cash. No debit card or credit card payments are accepted. Purchaser authorizes Alpha Omega, Inc. to accept payments on behalf of Club Lang, Inc.

Term. The term of the Auto Club membership begins on the date of purchase. The term of the Auto Club membership ends when the Purchaser has either paid off his or her loan with Lender, or when the Purchaser has provided Lender with both comprehensive and collision insurance and mechanical breakdown insurance in compliance with the requirements contained in Section C of the Loan Agreement. If the Purchaser has incurred any Auto Club membership dues prior to purchasing the required insurances, the Purchaser shall pay the Auto Club dues owed. The date of purchase for the insurances shall be the determinative date whether Auto Club dues are owed or not.

Auto Club Services.

- (1) If the Collateral is experiencing mechanical issues, the Auto Club will provide a free evaluation of the Collateral to assess the problem(s). To evaluate the Collateral, the Purchaser may deliver the Collateral to an Auto Club service center during normal business hours.
- (2) In the event that the Collateral will not run or is otherwise not drivable, the Auto Club will provide free towing up to miles to an Auto Club service center. The Collateral will be collected within twenty-four (24) hours of notification.
- (3) Following the evaluation, the Purchaser will have the following options: (a) If the Purchaser elects to have the Auto Club repair the Collateral, the Purchaser shall pay for the price of the parts plus \$100.00 for labor. If the Auto Club purchases parts for the Auto Club repair, the Auto Club shall provide photocopies of the receipts for the parts to the Purchaser. The Purchaser is permitted to provide his or her own parts to the Auto Club for the repair. (b) If the Purchaser elects to have the Collateral repaired by a third party, Purchaser shall be responsible for promptly collecting his or her Collateral at his or her expense. The Auto Club must provide written consent to have the Collateral repaired by a third party.
- (4) During the term of the loan with Lender, Purchaser may surrender the Collateral for any reason, including physical damage or mechanical breakdown problems.
- (5) The Auto Club will use the global positioning system ("G.P.S.") placed in the Collateral to aid in recovery of the Collateral in the event that the Collateral is stolen.
- (6) These services shall not apply if the Collateral has been impounded or repossessed.

Agreements:

- (1) Purchaser understands he or she is not required to purchase this auto club membership for approval of the loan. He or she may cancel this membership within thirty-one (31) days and receive a full refund of the purchase price.
- (2) Purchaser agrees that the Lender is permitted to offer a membership in the Auto Club in connection with the loan under Texas Finance Code §303.203 and §342.457.
- (3) Purchaser understands and agrees that the membership in the Auto Club is not insurance, is not intended to be insurance, and is not sold as insurance.
- (4) Purchaser's signature below is evidence that the Purchaser has elected to purchase a membership in the Auto Club and has therefore created two separate payment obligations: (1) the loan payment to Lender under the Promissory Note, and (2) the Auto Club dues under the Auto Club Service Contract.
- (5) Purchaser's signature below is evidence that the Purchaser agrees that the Auto Club dues are reasonable for the services provided.
- (6) In the event Purchaser defaults on his or her loan obligation, any Auto Club dues owed will be included in the amount owed to redeem the Collateral.

Purchaser's Signature

Date

Co-Purchaser's Signature

Date