

The rejection notice must be sent to LENDER at: Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville, TN 37072. A rejection notice is only effective if it is signed by all of BORROWERS and if LENDER receives it within fifteen (15) days after the date of the Loan Agreement. If BORROWER rejects this Arbitration Agreement, that will not affect any other provision of the Loan Agreement or the status of the Loan Agreement. It will also not affect any prior arbitration agreement between BORROWER and LENDER which will remain in full force and effect. If BORROWER doesn't reject this Arbitration Agreement, it will be effective as of the date of the Loan Agreement.

- b. What Claims Are Covered: "Claim" means any claim, dispute or controversy between BORROWER and LENDER that in any way arises from or relates to the Loan Agreement. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party 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 Agreement or the Loan Agreement. For purposes of this Arbitration Agreement, "Claim" also means any claim, dispute or controversy between BORROWER and LENDER that in any way arises from or relates to any prior loan or loans BORROWER obtained from LENDER. The term "Claim" shall not mean, however, LENDER'S right to seek possession of the collateral securing this Loan Agreement by the use of self-help repossession, or its right to thereafter liquidate the collateral pursuant to law. Further, LENDER will not choose to arbitrate an individual Claim that BORROWER brings against LENDER in small claims court or BORROWER'S state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, LENDER will then have the right to choose arbitration. This Arbitration Agreement, if not rejected by BORROWER under paragraph (a) above, will super cede any prior arbitration agreement between BORROWER and LENDER that would otherwise be applicable.
- c. How Arbitration Is Started: Either BORROWER or LENDER may require any Claim to be 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. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Agreement and, to the extent not inconsistent or in conflict with this Arbitration Agreement, the applicable rules of the arbitration Administrator.
- d. Choosing the Administrator: The party requiring arbitration must choose one of the following arbitration organizations as the Administrator: American Arbitration Association ("AAA"), 335 Madison Avenue, New York, NY 10017, (800) 778-7879 (www.adr.org) or National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, (800) 474-2371 (www.arb-forum.com). In all cases, the arbitrator(s) must be a lawyer with more than 10 years of experience. 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 Agreement.
- e. Court and Jury Trials and Class Actions Prohibited and Other Limitations on Legal Rights: If arbitration is chosen with respect to a Claim, all of the following apply:
- o There will be no right to try that Claim in court.
 - o There will be no jury trial on that Claim.
 - o Limited discovery will be permitted pursuant to the arbitration rules of the Administrator and/or this Arbitration Agreement.
 - o LENDER and BORROWER are prohibited from participating in a class action in court or class-wide arbitration with respect to that Claim (the "Class Action Waiver"). This means that neither LENDER nor BORROWER can be 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 arbitration.
 - o Claims brought by or against one Borrower (or Co-Borrower) may not be joined or consolidated in the arbitration with Claims brought by or against any other borrower who obtained a different loan (the "Consolidation Waiver"). This also means that the arbitrator has no power or authority to conduct any consolidated arbitration.
 - o Except as allowed by this Arbitration Agreement and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
 - o Other rights that BORROWER or LENDER would have in court may also not be available in arbitration.
- f. Effect of Class Action and Consolidation Waivers: Regardless of anything else in this Arbitration Agreement, the validity and effect of the Class Action Waiver and/or Consolidation Waiver must be determined only by a court and not by an arbitrator or by any policies or procedures of the Administrator. If a court limits or voids the Class Action Waiver and/or Consolidation Waiver in a proceeding involving BORROWER and LENDER, then this entire Arbitration Agreement (except for this sentence) shall be null and void. Nothing in this paragraph (f) shall affect the right of any party to appeal any invalidation or no enforcement of the Class Action Waiver and/or Consolidation Waiver.
- g. Location of Arbitration: Any arbitration hearing must take place at a location reasonably convenient to BORROWER'S residence.
- h. Cost of Arbitration: Each Administrator charges fees to administer arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either LENDER or BORROWER require a Claim to be arbitrated, BORROWER may tell LENDER in writing that BORROWER can't afford to pay the fees charged by the Administrator and the arbitrator or that BORROWER believe those fees are too high. If BORROWER'S request is reasonable and in good faith, LENDER will pay or reimburse BORROWER for all or any part of the fees charged to BORROWER by the Administrator and/or arbitrator to the extent such fees exceed filing fees that BORROWER would be required to pay if the Claim had been brought in court. LENDER will always pay the fees if applicable law requires LENDER to or if a court requires such payment in order for this Arbitration Agreement to be enforced. LENDER will not ask BORROWER to pay or reimburse LENDER for any fees LENDER pays the Administrator or arbitrator. Each party must pay the expense of that party's attorneys, experts and witnesses, regardless of which party prevails in the arbitration, unless applicable law, this Arbitration Agreement and/or the Loan Agreement gives a party the right to recover any of those fees from the other party.

- i. Governing Law: This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- j. Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The Arbitrator shall have discretion to grant or deny that request.
- k. Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered in any court having jurisdiction. The arbitrator's 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 the arbitration award grants or denies any claim for injunctive relief, any party can appeal the award to a three-arbitrator panel administered by the Administrator which shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. Subject to applicable law, costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal. However, LENDER will consider any good faith, reasonable request for LENDER to pay all or any part of those fees if BORROWER is the appealing party and LENDER will pay those fees to the extent necessary for this Arbitration Agreement to be enforced.
- l. Rules of Interpretation: This Arbitration Agreement shall survive the repayment of all amounts owed under the Loan Agreement (or any prior loan(s) obtained by BORROWER from LENDER), the termination, cancellation or suspension of credit privileges under the Loan Agreement, any repossession of the Collateral, any legal proceeding, and any bankruptcy by BORROWER, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Agreement (other than the Class Action and Consolidation Waivers referred to in paragraph (f)) is deemed invalid or unenforceable, it shall not invalidate the Loan Agreement (or any prior loan(s) obtained by BORROWER from LENDER) or the remaining portions of this Arbitration Agreement. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Loan Agreement, on the other hand, this Arbitration Agreement shall govern.
- m. Breach of Arbitration Agreement: If LENDER or BORROWER fail to submit to arbitration following a proper demand to do so, that party shall bear all costs and expenses, including reasonable attorney's fees, incurred by the other party compelling arbitration.

ACKNOWLEDGMENT

BY SIGNING BELOW, BORROWER ACKNOWLEDGES THAT: (1) BORROWER HAS READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY; (2) BORROWER IS ENTERING INTO THIS ARBITRATION AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS ARBITRATION AGREEMENT; (3) BORROWER WILL HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT IN ACCORDANCE WITH PARAGRAPH (a) ABOVE; AND (4) BORROWER HAS BEEN PROVIDED WITH A DUPLICATE COPY OF THIS ARBITRATION AGREEMENT.

Borrower hereby agrees to repay this loan in accordance with the terms and conditions contained herein and agrees to the terms and conditions of the Arbitration Agreement made a part hereof.

X

 BORROWER

X

 LENDER
 By its authorized representative

X

 BORROWER