

Loan Agreement, Promissory Note and Security Agreement

Lender: Alpha Omega

Borrower(s): Calvin Brazier
 1111 11th Ave. South
 Nashville, TN 11111

Date of Loan 9/25/2014
 Contract Number TL102

Motor Vehicle:

Year 2011 Make Honda Model Accord Vin # 1234567890123456

DISCLOSURES REQUIRED BY FEDERAL TRUTH IN LENDING

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | AMOUNT FINANCED | TOTAL OF PAYMENTS |
|---|---|---|--|
| <i>The cost of your credit as a yearly rate</i> | <i>The dollar amount the credit will cost you</i> | <i>The amount of credit provided to you or on your behalf</i> | <i>The amount you will have paid after you have made all payments as scheduled</i> |
| 121.67% | \$50.00 | \$500.00 | \$550.00 |

Your payment schedule will be:

1 payment of \$550.00 due on 10/25/2014

Late Charge: Any payment not paid in full on or before the 10th day after the scheduled payment date on this contract shall be subject to a late fee not to exceed the greater of 5% of the payment amount or \$7.50.

Security: You are giving a security interest in the motor vehicle described above.

Prepayment: If you pay off this loan early you will not have to pay a penalty and will be entitled to a refund of a portion of the Finance Charge.

Please see the remainder of this document for additional information about nonpayment, default and any required repayment in full before the scheduled date.

Itemization of Amount Financed of \$500.00

| | |
|-----------------|---|
| <u>\$500.00</u> | Amount given to you directly |
| <u>\$0.00</u> | Amount paid on your account |
| | Amount paid to Government Official for Lien Fee |
| <u>\$0.00</u> | Prepaid Finance Charge Paid To TEXAS LOAN BROKERS I, LLC. |
| <u>\$0.00</u> | |

In this Loan Agreement, Promissory Note and Security Agreement (this "Loan Agreement"), we, our, us, and Lender means Alpha Omega, with a mailing address of . . . CSO means, a company registered with Texas Secretary of State as a credit services organization, whose address is . You and your mean the borrower and any co-borrower under this Loan Agreement. Credit Services Agreement means the Credit Services Agreement and Security Agreement you have entered into with CSO. Loan means the loan from Lender to you under this Loan Agreement.

This Loan Agreement, Promissory Note and Security Agreement (Loan Agreement) is executed by and between BORROWER and LENDER on the date set forth above.

1. **Promise to Pay.** For value received, BORROWER hereby promises to pay LENDER, according to the Payment Schedule shown above and in immediately available United States currency, the principal amount of \$500.00 together with interest calculated at the rate of 121.67% per annum until the full amount of the principal, interest and fees, including any late fees and LENDER'S costs of foreclosing upon its lien, has been repaid. All sums due hereunder shall be paid without prior demand, notice or claim of set off and shall be paid at the address where this Loan Agreement was executed. BORROWER, without penalty, has the right to pay the Loan Agreement in full or in part with no additional charge.
2. **Right to Rescind.** BORROWER may rescind this loan on or before the close of business on the third business day following the date this Loan Agreement was executed. To rescind the loan, BORROWER must deliver to LENDER, at the address where this Loan Agreement was executed, either (i) the original check which LENDER gave to BORROWER to fund this loan; or (ii) a sum of money, in cash or certified funds, equal to the amount of the loan proceeds disbursed to BORROWER.
3. **Interest Calculation; Payment Applications.** Interest under this Loan Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/365th of the annual rate of (121.67%) multiplied by the unpaid balance for each day that any amount remains due to LENDER. Interest shall continue to accrue after the scheduled maturity of this Loan Agreement on any balance that remains unpaid. All payments shall be applied first to any costs due LENDER and allowed by law, then accrued interest, and finally to the unpaid principal amount.
4. **Late Fee.** Any payment not paid in full on or before the 10th day after the scheduled payment date on this contract shall be subject to a late fee not to exceed the greater of 5% of the payment amount or \$7.50.
5. **Security Interest in Collateral.** To secure BORROWER'S obligations under this Loan Agreement and any extensions or renewals thereof, BORROWER hereby grants to LENDER a security interest in the motor vehicle described above (the "Motor Vehicle"), 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 herein as "Collateral"). BORROWER agrees to reimburse LENDER upon its request for any costs incurred by LENDER in perfecting its lien or enforcing its rights against the collateral.

Collateral: This Loan is secured by a Texas certificate of title in favor of the Lender, and a letter of credit is in the amount of the principal amount plus interest and fees that you owe to Lender hereunder. In addition, the Collateral does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other consumer goods that you may acquire more than ten days after giving value unless such consumer goods are installed in or affixed to the Motor Vehicle. During the term of this Loan Agreement and until all amounts due under this Loan Agreement are paid in full, you agreed (a) not to move the Motor Vehicle from your address shown on the first page of this Loan Agreement to a new permanent place of garaging without notifying us in advance; (b) not to transfer any interest in the Collateral; and (c) not to attempt to obtain a duplicate title to the Motor Vehicle. Under the Credit Services Agreement with CSO, you also are granting to CSO a security interest in the Collateral in order to secure consumer's obligations to CSO under the Credit Services Agreement. Lender's security interest in the Collateral shall have priority over CSO's security interest, but Lender's security interest shall be terminated and CSO's security interest shall thereafter have priority if Lender is paid in full. Lender has the right to repossess and dispose of the Collateral in accordance with applicable law if you do not promptly pay and perform your obligations under this Loan Agreement.

6. BORROWER'S Representations and Warranties. BORROWER represents and warrants that BORROWER has the right to enter into this Loan Agreement, is at least 18 years of age, and understands that no credit insurance is offered with this Loan Agreement. BORROWER represents and warrants that the Motor Vehicle is not stolen, has no liens or encumbrances against it, and that BORROWER will not attempt to transfer any interest in the Motor Vehicle or attempt to obtain a duplicate title to the Motor Vehicle until all obligations under this Loan Agreement have been paid in full. BORROWER is not a debtor under any proceeding in bankruptcy and BORROWER has no intention to file a petition for relief under any chapter of the united states bankruptcy code. BORROWER also represents that the information submitted in this loan application in connection with the CSO-CAB agreement and this loan agreement is up to date, true, correct and complete, include, without limitation, representation that borrower IS NOT a regular or reserve member of the army, navy, air force, marine corps, or coast guard, serving on active duty under a call or order that does not specify a period of THIRTY (30) days or fewer, or a dependant of such a member. BORROWER understands that the CSO-CAB and the lender are relying upon that information.
7. Event of Default. The following constitute events of default under this Loan Agreement: (a) BORROWER fails to keep any of BORROWER'S promises under this Loan Agreement, including but not limited the promise to pay this Loan Agreement; (b) any representation or information given to LENDER by BORROWER is false or misleading; or (c) BORROWER cancels its agreement with a third-party CSO (as defined herein) or you notify us that you cannot pay the amount owing under this Loan and voluntarily surrender the Motor Vehicle to us; or (d) you die, are incarcerated and unable to pay, become insolvent, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws.
8. LENDER'S Rights in the Event of Default. Upon the occurrence of any event of default, LENDER may at its option, do any one or more of the following: (a) declare the whole outstanding balance due under this Loan Agreement due and payable at once and proceed to collect it; (b) foreclose upon its lien and liquidate the Collateral securing this Loan Agreement according to law, including by using self-help repossession; (c) exercise all other rights, powers and remedies given by law; (d) recover from BORROWER all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by LENDER in exercising any right, power or remedy provided by this Loan Agreement or by law; and/or (e) assign any and all of LENDER'S interest in and to this Loan Agreement to a third party, thereby vesting in such third party all rights, powers and privileges of LENDER hereunder (f) take possession of the Collateral pursuant to judicial process or without judicial process, and require you to return the Collateral to CSO at the address listed in the Credit Services Agreement; (g) privately or publicly sell the Collateral and use the proceeds to satisfy your obligations under this Loan Agreement; (h) initiate legal proceedings against you in accordance with the terms of the Loan Agreement and Arbitration Agreement. Any delay by LENDER in exercising any or all of these rights shall not be a waiver of such rights.
9. Use of Credit Service Organization and Credit Access Business ("CSO-CAB"). BORROWER acknowledges and understands that a fee paid to a CSO-CAB for arranging the loan (though required to be treated as a finance charge for the purposes of federal law disclosures as shown above) is for a separate service and not interest for the purposes of Texas law. BORROWER hereby authorizes LENDER to share personal and credit information about BORROWER with CSO-CAB.
10. General, (a) BORROWER agrees to pay LENDER a returned check fee of \$30.00 each time a check given by BORROWER and accepted by LENDER is not honored for any reason, notwithstanding the forgoing LENDER shall not be under any obligation to accept a check for any payment; (b) 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 holder 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; (c) if more than one BORROWER executes this Loan Agreement, each BORROWER will be jointly and severally liable; (d) time is of the essence of this Loan Agreement; (e) the parties agree that BORROWER should not be charged under this Loan Agreement more than the highest rate of interest and fees which lawfully may be charged by LENDER and that should any amount be paid to LENDER in excess of such legal rate, such excess shall be deemed to have been paid in reduction of the principal balance of the Loan Agreement and/or an overpayment which LENDER shall be entitled to refund, without penalty, upon notice of overcharge from BORROWER to LENDER; and (f) this Loan Agreement constitutes the entire Loan Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by both parties.
11. Assignment LENDER may assign or transfer any or all of its rights, title and interest under this Loan Agreement at its discretion. BORROWER may not assign or transfer BORROWER'S rights under this Loan Agreement without the prior written consent of LENDER.
12. Governing Law; Enforceability. This Loan Agreement shall be construed, applied and governed by the laws of the State of Texas, office of consumer credit commissioner 2601 N. Lamar Blvd. Austin, TX. 78705 (1-800-538-1579) and specifically Section 302.001 of the Texas Finance Code. The unenforceability of invalidity of any portion of this Loan Agreement shall not render unenforceable or invalid the remaining portions hereof.
13. Prepayment: You may prepay this loan in full at any time and will not incur any additional charge, fee, or penalty. Furthermore, you may also cancel this Loan without incurring any costs. To cancel this Loan Agreement, you need to (1) timely cancel the CSO Agreement and (2) return the amount given to you at closing or paid on your prior loan account with us within (3) days after the date you sign the Loan Agreement. Upon cancellation, we will rebate and refund the interest we earned. In addition, if this is your first loan with us, then we will also credit your account with any fees paid to the state or county government to secure our lien on the Motor Vehicle certificate of title.

- 14. : You separately contracted with CSO-CAB to provide you credit services, which include helping you obtain a loan and issuing a letter of credit to lender on your behalf, and you agreed to pay CSO a fee for those services. Neither CSO-CAB, nor any of its affiliates (collectively ""), is owned by, operated by, or affiliated with Lender. does not have authority to make or renew loans. Call or write Texas Office of the Consumer Credit Commissioner for credit information or assistance with credit problems, 2601 N. Lamar Blvd., Austin, Texas 78705. 800-538-1579.
- 15. Correspondence with Lender: Unless otherwise directed in writing, all correspondence concerning this Note, including communications after default or bankruptcy of the borrower, must be directed to Lender, in care of CSO, at the following address and telephone numbers: PHONE: FAX: .
- 16. Important Information about Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, we obtain, verify, and record information that identifies each person who opens an account. This means that when you open an account with us, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver license or other identifying documents.
- 17. For as long as the loan remains outstanding, Borrower agrees to maintain insurance on the collateral at his/her own expense. Borrower's insurance coverage will include collision, comprehensive, uninsured and underinsured motorist in an amount equal to the lesser of the insurable value of the vehicle or the net amount owed, with the Lender named as a non-contributory Lender loss payee beneficiary under the insurance policy or policies. The Borrower is obligated to furnish the required insurance either through existing policies of insurance owned or controlled by the Borrower or by providing the insurance through any company authorized to transact business in Texas. Borrower will provide to the Lender original copies of the insurance policy or policies along with evidence that the Borrower has paid the policy premiums and all renewal premiums, to include proof of lender being the non-contributory Lender loss payee beneficiary. Furthermore, the Borrower grants the Lender a Limited Power of Attorney to negotiate and settle any claims Borrower may have under the insurance policy covering the collateral and to endorse any draft or check which is the proceeds of such insurance. Should Borrower fail to purchase and maintain insurance on the collateral or provide Lender evidence of proof of same, Lender will then have the option, but not the obligation, to purchase insurance coverage, through any company authorized to transact business in Texas, in such amount as Lender deems reasonably necessary. Borrower agrees to immediately reimburse Lender for all additional sums which Lender may advance for such purposes, together with interest at the rate of 10% per annum for the date of each such advance until the Lender is paid in full. All additional sums shall be secured by the collateral. Lender is authorized by the Borrower to release to third parties any information necessary to facilitate the insurance placement.
- 18. Borrower's rights in the event Lender take possession of the collateral: If lender takes possession of the Collateral, consumer has the right, at any time prior to Lender's disposition of the Collateral, to redeem the Collateral by tendering the remaining amounts owed including as applicable: Principal loan amount, interest, collection costs, and CSO fees, lien fee, storage fees and late fees. The payment in full must be done on or before 6pm of the day before the scheduled date at the auction. Personal property must also be retrieved by the Borrower by paying if applicable a fee to the repossession company for an inventory fee, within the ten days of the repossession.
- 19. Arbitration Agreement.

ATTENTION BORROWER(S):

READ THIS ARBITRATION AGREEMENT. IF YOU DONT REJECT IT IN ACCORDANCE WITH PARAGRAPH (a) BELOW, IT WILL BECOME PART OF THIS LOAN AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR LENDER WILL RESOLVE ANY CLAIM WHICH YOU OR LENDER HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE.

This Arbitration Agreement describes when and how a Claim (as defined below) arising under or related to this Loan Agreement, Promissory Note and Security Agreement (the "Loan Agreement") between BORROWER and LENDER 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 this Arbitration Agreement, the term LENDER means the Lender identified at the top of this Agreement, its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, management companies, successors, assigns and any of their shareholders, employees, officers and directors. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods and services in connection with the origination, servicing and collection of the Loan Agreement (or any prior loan or loans LENDER provided to BORROWER) if such third party is named as a party by BORROWER in any lawsuit between BORROWER and LENDER. For the purposes of this Arbitration Agreement, the words "BORROWER" and "BORROWERS" mean each and every borrower who signs the Loan Agreement.9

NOTICE TO BORROWER(S) AND/OR CUSTOMER(S):

IF THE LENDER AND/OR THE CSO-CAB COMPANY HAVE NOT BEEN NOTIFIED IN WRITING OF INTENTION TO INITIATE ARBRITRATION AND/OR THE BORROWER IS IN DEFAULT OF THE LOAN AND/OR CAB AGREEMENT PER THE EXPLANATION OF THE DEFAULT TERMS THERIN, THEN THE LENDER AND/OR CSO-CAB COMPANY AND/OR THEIR AFFILIATES MAY INITIATE THE RIGHT TO REPOSSESS AND/OR COLLECT ALL AMOUNTS DUE PER THE LOAN AND CAB AGREEMENTS. THIS INCLUDES THE RIGHT TO PROCURE THE VEHICLE AND/OR DEBIT THE BORROWER 'S ACCOUNT AND TO SELL THE VEHICLE IN ORDER TO OBTAIN THE FUNDS TO SATISFY THE LOAN AND/OR FEES AND INTEREST ASSOCIATED WITH THE LOAN AND CAB AGREEMENTS. THE COLLECTION PROCESS WILL NOT CEASE UNLESS A WRITTEN AGREEMENT TO INITIATE ARBRITRATION PROCEEDINGS HAS BEEN AGREED UPON BY ALL PARTIES INVOLVED. THE BORROWER GIVES FULL PERMISSION FOR THE LENDER, CSO-CAB COMPANY AND/OR THEIR AFFILIATES TO PROCEED WITH COLLECTIONS IF THE BORROW'S LOAN IS IN DEFAULT. NO PRIOR ARBRITRATION OR NOTIFICATION IS NEEDED TO PROCEED WITH COLLECTIONS AGAINST BORROWER.

- a. Your Right to Reject: If BORROWER doesn't want this Arbitration Agreement to apply, BORROWER may reject it by mailing LENDER a written rejection notice which contains all of the following:
 - o The date and account number of the Loan Agreement.
 - o The names, addresses and phone numbers of each BORROWER.
 - o A statement that all of BORROWERS reject the Arbitration Agreement of the Loan Agreement.

The rejection notice must be sent to LENDER at: Alpha Omega , . 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; (4) BORROWER HAS BEEN PROVIDED WITH A DUPLICATE COPY OF THIS ARBITRATION AGREEMENT; AND (5) BORROWER HAS RECEIVED AND AGREES WITH THE CUSTOMER APPLICATION, THE CREDIT SERVICES DISCLOSURE BROCHURE, THE ARBITRATION AGREEMENT, CSO'S AND LENDER'S PRIVACY POLICY, AND THE CREDIT SERVICES AGREEMENT AND SECURITY AGREEMENT.

BY SIGNING BELOW, YOU AND LENDER AGREE TO THIS LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY OF IT AND THE DOCUMENTS REFERENCED ABOVE.

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: Calvin Brazier _____ DATE

X
LENDER: Alpha Omega _____ DATE
By its authorized representative

X
BORROWER _____ DATE

Military Borrower Identification Statement

Federal law provides significant protections to active duty members of the United States Armed Forces and their dependants. To ensure that these protections are provided to eligible applicants, we require you to SIGN ONE OF THE FOLLOWING STATEMENTS AS APPLICABLE;

I AM a regular or reserve member of the United States Army, Air Force, Navy, Marine Corps or Coast Guard, serving on active duty under an order that does not specify a period of 30 days or less.

If the above statement is true and correct sign here. _____

I AM dependant of a member of the United States Army, Air Force, Navy, Marine Corps or Coast Guard, serving on active duty under an order that does not specify a period of 30 days or less.

If the above statement is true and correct sign here. _____

I AM NOT a regular or reserve member of the United States Army, Air Force, Navy, Marine Corps or Coast Guard, serving on active duty under an order that does not specify a period of 30 days or less (or a dependant of such a member).

If the above statement is true and correct sign here. _____

It is significantly important to complete this form accurately. Knowingly making false statements on a credit application can be considered a criminal action.

Alpha Omega
REPOSSESSION AGREEMENT TERMS

I hereby agree that in the event I fail to make any payment or any part of any payment on my loan from you on loan # TL102 for a 2011 Honda Accord having a vin of :1234567890123456, you have my authorization to return this vehicle back to your possession without the necessity of court order or judicial process. I also give you authorization to retrieve this vehicle from my property, or any other property I may leave this vehicle, at anytime of the day or night.

You have my permission to use any reasonable means to open or gain entry into the vehicle without causing any undo damage during the process of repossession. I understand that you are not responsible for any damages that may occur during repossession.

I understand that any and all resonable charges incurred during repossession of this vehicle will be added to my account. I understand that if this vehicle is repossessed, only the full payment of the contract within ten calendar days will return this vehicle to me. I also understand that the balance of this contract will have all resonable costs of the repossession process.

I assume any and all responsibility for all property left in this vehicle by me or any other person should that property be lost, stolen or missing for any reason after it has been repossessed and stored in a reasonably safe place.

I understand that all personal property must be retrieved by the tenth calendar day after repossession.

I understand that and agree that you are not required to give me any notice before you repossess this vehicle, and that my failure to make any payment on time according to my loan contract, will be my notice that you have the right to repossess this vehicle.

I understand that I have the right to have this agreement examined by my attorney, if I desire, before I sign it.

IMMEDIATE NOTIFICATION OF CHANGE OF PHONE NUMBER, ADDRESS AND JOB IS REQUIRED. FAILURE TO NOTIFY Alpha Omega OF ANY CHANGES WILL RESULT IN A DEFAULT STATUS AND WILL BE SENT TO COLLECTIONS IMMEDIATELY. ALL PAYMENTS TO BE MADE ON OR BEFORE DUE DATE AT Alpha Omega, , , ,. OFFICE .

By signing below I am acknowledging that I have read this information and that I agree and understand the information on this document.

_____/_____/_____
BORROWER Date

_____/_____/_____
BORROWER Date

_____/_____/_____
Alpha Omega Date