

Alpha Omega Consulting Group, Inc.

AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THIS PROVISION CAREFULLY. By signing below and to induce us to process and consider your application for a loan, you and we agree to resolve any and all "disputes" between you and our servicers, agents, directors, officers, employees or us, regardless of when the dispute arose, by mandatory arbitration, according to the terms of this Agreement to Arbitrate Disputes ("Agreement"). As a limited exception, you and we each retain the right to resolve any dispute for less than \$3,000 in a court of appropriate jurisdiction.

In this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, any claim, controversy or dispute brought under any law that in any way relates to or concerns this Agreement or the Loan Agreement, or that arises out of your application, the collection of loan, or any other provision of services or products, including any claims for monetary damages and/or equitable or injunctive relief.

Disputes shall be submitted to final, binding arbitration by the National Arbitration Forum ("NAF") under its Code of Procedure. NAF rules and forms are available (a) by mail to National Arbitration Forum P.O. Box 50191, Minneapolis, MN 55405, (b) by calling the NAF at 1-800-474-2371 or (c) at the NAF website, www.arb-forum.com. Disputes must be filed either in-person at the NAF Office, by mail or on the internet. We will pay all NAF filing, administration and arbitrator fees, unless your dispute is so improper as to be subject to sanctions under Federal Rule of Civil Procedure 11(b). If the arbitrator awards you the amount of your demand or more, we will reimburse you for your reasonable attorneys' fees and expenses incurred in bringing the dispute to arbitration. Any arbitration hearing, if one is held, will take place at a location near your residence.

You and we acknowledge that this Agreement affects interstate commerce and that the Federal Arbitration Act (9 U.S.C. §§ 1-16) and federal arbitration law apply to arbitrations under this Agreement (despite the choice of law provision). Judgment on the award may be entered in any court having jurisdiction. The arbitration provisions of this Agreement shall survive the closing and repayment of your transactions. All statute of limitations that are applicable to any dispute shall apply to any arbitration between you and us. This Agreement shall be governed by and construed in accordance with Virginia law. Except as expressly provided otherwise, the provisions of this Agreement shall be severable.

NOTICE: EXCEPT AS NOTED ABOVE, YOU AND WE HAVE AGREED NOT LITIGATE DISPUTES IN COURT BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. **Borrower Initials**_____

CLASS ACTION WAIVER. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING DISPUTES AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. Notwithstanding anything to the contrary, if a court or arbitrator determines in a dispute between you and us that your waiver of any ability to participate in class or representative actions is unenforceable under applicable law, this Agreement will not apply, and you and we agree that such disputes will be resolved by a court of appropriate jurisdiction, other than a small claims court. **Borrower Initials**_____

JURY TRIAL WAIVER. WHETHER ANY DISPUTE IS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY DISPUTES BETWEEN YOU AND US. **Borrower Initials**_____