

# Alpha Omega Consulting Group, Inc.

## Revolving Credit Agreement & Truth-In-Lending Disclosures

<b>Borrower:</b>	Ron Johnson
<b>Social Security Number:</b>	456-78-9123
<b>Residence Address</b>	1015 East Bobby Court Millersville, TN 37077
<b>Account Number:</b>	TL102
<b>Line of Credit Limit:</b>	

<b>Lender:</b>	Alpha Omega Consulting Group, Inc.
<b>Branch Address:</b>	716 Vauxhall Drive Nashville, TN 37072
<b>Telephone:</b>	(866) 802-5742

In the following Revolving Credit Agreement ("Agreement") & Federal Truth-In-Lending Disclosures, "you" and "your" refer to the Borrower(s) identified above and/or the Borrower(s) who has/have signed this Agreement, and "we," "us" and "our" refer to Alpha Omega Consulting Group, Inc., the Lender under this Agreement.

### YOUR RIGHTS AND OBLIGATIONS

**1. Credit Account.** You may borrow under this revolving credit account (the "Account") up to the maximum amount shown above which we have set as your credit limit (the "Line of Credit Limit"), which Line of Credit Limit may be adjusted by us from time to time (as described in Section 3 below). Once your application has been approved by us, you may request loans (up to the Line of Credit Limit) under this Agreement by coming to the branch where you signed this Agreement.

**2. Terms and Rates.** By signing this Agreement, you agree to repay all of the money that you borrow under this Agreement, and a fee of \$0.00 per \$100.00 borrowed/advanced. Additionally, you agree to pay FINANCE CHARGES on the money borrowed at a rate of 0.73% per day, which corresponds to an ANNUAL PERCENTAGE RATE of 267.67% , and late charges, if due, and you make this promise not only for yourself but jointly with each other person who signs this Agreement. All payments are due on the due date specified in the monthly statement that we mail to your address (as described in Section 4 below). If any payment is eight (8) days or more late, we can assess a late charge on your Account equal to \$25.00 or five percent (5%) of the monthly payment due, whichever is less. You should always make your payments on time. That way you will avoid any chance of having to pay a late charge.

**3. Line of Credit Limit.** The Line of Credit Limit on this Agreement is initially set at . You may obtain one or more loans from us so long as (a) the total aggregate unpaid principal balance of all such loans outstanding on this Account does not exceed the Line of Credit Limit, (b) you are not in default under this Agreement and (3) you wait at least three (3) days after you have paid your account in full before you re-borrow. As long as you have satisfied all three of these conditions, you may obtain new loans up to the Line of Credit Limit.

#Error Monthly Statement.

**5. Grace Period.** The entire amount you owe at the beginning of the billing cycle is called a "New Balance". If you pay the New Balance in full on or before the Payment Due Date shown on your billing statement, then no additional Finance Charges or other fees will be charged to you for that billing cycle. If you do not pay your New Balance in full on or before the Payment Due Date, then the periodic rate of Finance Charge [and any applicable late charge] will be imposed on your Account and will be shown on your next periodic billing statement.

**6. Calculation of Periodic Finance Charge.** We figure the periodic FINANCE CHARGE on your Account by applying the daily periodic rate of 0.73%(which corresponds to an ANNUAL PERCENTAGE RATE of 267.67%) to the AVERAGE DAILY BALANCE of your Account (including current transactions). To get the average daily balance, we take the beginning balance of your Account each day, add any new loans, and subtract any payments or credits and unpaid periodic Finance Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance. To determine the periodic Finance Charge for a billing cycle, we apply the daily periodic rate to the Average Daily Balance and multiply the result by the number of days in that billing cycle.

**7. Application of Payments.** Payments are applied in the following order: a) to pay late charges on your Account; b) to pay Finance Charges due and owing on your Account; and c) to pay the principal and reduce the balance on your Account.

**8. Cancellation or Suspension of Account.** You may cancel your Account at any time by notifying us in writing at the address shown at the beginning of this Agreement that you wish for your Account to be closed and by paying your Account in full, including all fees and accrued Finance Charges, by cash, money order or certified funds. We may suspend your ability to request additional loans under this Agreement if, at any time and in our sole discretion, we believe in good faith that we are in jeopardy of not being repaid as agreed. If we suspend your ability to request additional loans in accordance with this Section 8, we will notify you in writing at the last address we have for you in our records, and you will be required to pay all amounts owed on the Account in accordance with the terms of this Agreement.

**9. Additional Representations, Warranties and Agreements.** You represent and warrant that (a) you have the right to enter into this Agreement, (b) you are at least 18 years of age, and that you will notify us immediately in writing at the address shown at the beginning of this Agreement of any change of your residence address or telephone number, and you will provide us all such other information that we may need from time to time to keep our records up to date.

## OUR RIGHTS AND OBLIGATIONS

1. **Default.** You will be in default under this Agreement if any of the follow occurs: (a) you fail to make any required payment within 10 days of the Payment Due Date indicated on the monthly statement, (b) you fail to comply timely with or perform any other obligation under this Agreement; (c) any representation or warranty made by you to us is false or misleading; (d) you begin, or if any other person puts you in, a bankruptcy, insolvency or receivership proceeding; or (e) you die.
2. **Our Rights After Default.** If you are in default under this Agreement, we may, at our option, do any one or more of the following: (a) declare the entire outstanding balance on your Account immediately due and payable (as more particularly described in Section 3 below) and proceed to collect it; (b) prohibit you from requesting any additional loans under this Agreement; (c) close your Account or lower your Line of Credit Limit; (d) exercise all other rights, powers and remedies available to us at law, in equity or otherwise; and/or (e) recover from you all charges, costs and expenses, including all collection costs and reasonable attorney's fees incurred or paid by us in exercising any right, power or remedy provided by this Agreement or by law, as permitted by law.
3. **Acceleration.** If you are in default under this Agreement, we can accelerate the entire outstanding balance on you Account and demand that you IMMEDIATELY pay us the entire outstanding balance on your Account, which balance will include all your loans under this Agreement, plus all Finance Charges, late charges and all other amounts, if any. We don't have to give you any advance notice if we decide to accelerate or demand payment. Once we have accelerated and demanded payment, you IMMEDIATELY lose your right to request any additional loans under this Agreement, you lose the right to make monthly payments under the Agreement and you must IMMEDIATELY pay us in full all amount you owe under this Agreement.
4. **Amendments.** We can change this Agreement or the services that are available with this Account. If the law requires an advance notice of the change, we will mail the notice to the last address we have for you in our records and will follow any other procedures the law requires. These changes may include, but are not limited to, the following: increasing the rate of Finance Charge, increasing the minimum monthly payment, or changing the Line of Credit Limit. Changes we make will apply to new loans you get after the date of the change. Furthermore, changes which affect you adversely (for example, an increase in the rate of Finance Charge) may also apply to amounts you already owe if you get a new loan after a change has been made. If you do not want to accept the change we have made, you must notify us in writing at the address shown at the beginning of this Agreement that you want to close the Account, and you will be required to pay all amounts owed on the Account in accordance with the terms of this Agreement.
5. **No Waiver.** There may be times that we will, at our sole option, accept a late payment or partial payment or allow you to skip a payment. However, if we do any of these things, or if in any other way we fail to insist that you strictly observe a promise you have made in this Agreement, we still have the right to insist thereafter that you do keep your promises strictly. For example, we may let you send in payments 5 to 10 days late for several months and not say anything, but we still have the right to require you to make later payments on time, or to start adding late charges even though we didn't do that before. You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them.

## GENERAL PROVISIONS

1. **Governing Law.** This Agreement shall be construed, enforced and governed by the laws of the Commonwealth of Virginia, except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C.A. Sections 1 – 16 ("FAA"). The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof.
2. **Joint and Several Liability.** Each person who signs this Agreement as a borrower or co-borrower is jointly and severally liable for performing all of the obligations under this Agreement, and any such person may give us any instructions regarding this Agreement, such as closing your account, without the agreement of the other persons who have signed this Agreement. We may enforce our rights against one of you without affecting our rights as to the others. We may also release one of you without releasing the others.
3. **Successors and Assigns.** This Agreement is binding upon and benefits you, your respective heirs, successors and assigns. This Agreement is binding upon and benefits us, our successors and assigns, and related third parties. You may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. We may assign any of our rights or delegate any of our duties under this Agreement without your consent or notice to you.
4. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience only and do not limit any of its provisions.
5. **Arbitration and Waiver of Jury Trial.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

### **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

(a) For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (i) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (ii) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement (including the Arbitration Provision), the information you gave us before entering into this Agreement, including your application, your relationship with us, including our attempts to collect your obligation, and/or any past agreement or agreements between you and us; (iii) all counterclaims, cross-claims and third-party claims; (iv) all common law claims, based upon contract, tort, fraud, or other intentional torts; (v) all claims based upon a violation of any state or federal constitution, statute or regulation; (vi) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (vii) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (viii) all claims asserted on your behalf by another person; (ix) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (x) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

(b) You acknowledge and agree that by entering into this Arbitration Provision:

**(i) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**

**(ii) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A VIRGINIA GENERAL DISTRICT COURT, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND**

**(iii) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

(c) Except as provided in Paragraph (f) below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

(d) Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

(e) Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the city or county of your residence, or within 30 miles from such city or county, or in the city or county in which the transaction under this Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award expert witness fees, statutory damages and/or reasonable attorneys' fees and expenses. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

(f) All parties, including related third parties, shall retain the right to seek adjudication in a Virginia General District Court for disputes within the scope of such tribunal's jurisdiction. If you are successful in an action against us brought in Virginia General District Court, you shall be entitled to recover reasonable attorney's fees, expert witness fees and court costs incurred by bringing such action. Any dispute, which cannot be adjudicated within the jurisdiction of a General District Court, shall be resolved by binding arbitration. Any appeal of a judgment from a General District Court shall be resolved by binding arbitration. Any counterclaim brought by you in any such court proceeding is fully subject to arbitration pursuant to the terms of this Agreement.

(g) This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason that the FAA does not apply to this transaction then our agreement to arbitrate shall be governed by the arbitration law of the Commonwealth of Virginia

(h) This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. **(Please Initial)** \_\_\_\_\_.

**6. Privacy Notice. We collect nonpublic personal information about you from (a) information we receive from you on your application or other forms; (b) information about your transaction with us, our affiliates, or others; and (c) information we receive from a consumer reporting agency. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We allow access to nonpublic information about you only to those employees who need to know that information to provide our services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. We do not currently offer our customer list to other companies. However, we reserve the right to change this policy at any time. (Please Initial)** \_\_\_\_\_.

**7. Fair Credit Reporting Act Notice.** Applicable law permits us to share information with third parties about our credit and account history with you. Applicable law also permits us to share additional information about you and your accounts with companies related to us by common ownership or control ("Affiliates"). We provide this information to our Affiliates so that you may receive special offers and promotions from our Affiliates. You may request that we not furnish this additional information (other than credit and account history) to our Affiliates by writing us at: Marketing Department, 5959 Shallowford Road, Suite 405, Chattanooga, TN 37421. Please include your name, address, telephone number, Account number (if known), and social security number. Please allow a reasonable period of time for your request to take effect.

**8. Fair Credit Billing Act Notice.**

**YOUR BILLING RIGHTS  
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us In Case of Errors  
or Questions About Your Statement**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet of paper at:

**Alpha Omega Consulting Group, Inc. 716 Vauxhall Drive Nashville, TN 37072 Attention: Billing.**

(You must use a separate sheet of paper and not your check nor your payment coupons.) Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**Your Rights and Our Responsibilities  
After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we reported you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

All of the undersigned hereby acknowledge that they have read the terms and conditions of this Agreement and all disclosures of rates and fees contained herein, that they agree to be bound by all of the terms, conditions and all amendments of this Agreement, and that this Agreement has been signed under seal, all as of Tuesday, March 24, 2009.

**Alpha Omega Consulting Group, Inc.**

\_\_\_\_\_(SEAL)  
BORROWER

\_\_\_\_\_(SEAL)  
COMPANY REPRESENTATIVE

\_\_\_\_\_(SEAL)  
CO-BORROWER (if applicable)