

LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

LENDER:

Alpha Omega
 ,
 License #

CONTRACT DATE 12/5/2014
 LOAN NUMBER: TL101

BORROWER:

Calvin Brazier
 1111 11th Ave. South
 Nashville, TN 11111

VEHICLE:

VIN: 1234567890123456
 MAKE: Honda COLOR: Black
 MODEL Accord YEAR: 2011

A. Disclosure Made in Compliance with Federal Truth in Lending Act.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total Payments
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.
A.1 11774193.5484%	A.2 100,000,000.00	A.3 \$100,000.00	A.4 ,000,100,000.00
A.7 <u>1</u> Payment(s) of <u>\$1,000,100,000.00</u> will be due <u>Next payment due</u> beginning on <u>1/5/2015</u>			
Itemization of Amount Financed of \$ <u>\$100,000.00</u>			
<u>\$100,000.00</u>	Amount given to you directly		
<u>\$0.00</u>	Amount paid on your prior account		
<u>\$0.00</u>	Title Lien Fee		

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU WILL RECEIVE A COMPLETE COPY OF THIS DOCUMENT.

This Motor Vehicle Title Loan and Security Agreement (this "Agreement") is executed by and between the BORROWER and LENDER on the date set forth above.

- Promise to Pay. Borrower and Co-Borrower, jointly and severally (collectively, "BORROWER"), promise to pay to the order of LENDER, in immediately available United States currency or money order, the principal amount of the loan (the Amount Financed), together with interest, and other fees and expenses as provided in this Agreement. BORROWER, without penalty, has the right to prepay, in whole or in part, the Amount Financed at any time prior to maturity and will not be obligated to pay any unaccrued interest.
- Interest. Except as provided below, interest under this Agreement shall be calculated at a daily rate of 1/365th of 1000000 % multiplied by the unpaid principal balance for each day that any amount remains due to LENDER. In no event shall interest be charged at rates that exceed the following: 22% per month on the portion of the outstanding principal balance that does not exceed \$700.00; 18% per month on the portion of the outstanding principal balance that exceeds \$700.00 but does not exceed \$1,400.00; and 15% per month on the portion of the outstanding principal balance that exceeds \$1,400.00. Interest is computed on the basis of the number of days actually elapsed. The rate of interest provided for in this Agreement shall be modified pursuant to the provisions of Virginia law upon the occurrence of either of the following two events. (1) If the Motor Vehicle described above (the "Vehicle") is repossessed by LENDER, interest shall not accrue on the outstanding principal balance from and after the date that the Vehicle is repossessed. (2) Interest shall not accrue on the outstanding principal balance from and after sixty (60) days after BORROWER has failed to make a monthly payment when due in accordance with the Payment Schedule shown above unless BORROWER has not surrendered the Vehicle and BORROWER is concealing the Vehicle.
- Payments. BORROWER agrees to pay LENDER interest and the Amount Financed in accordance with the Payment Schedule shown above. LENDER will apply all payments on the date received by LENDER in the following order: (1) unpaid costs and expenses which BORROWER has agreed to pay LENDER pursuant to this Agreement; (2) accrued but unpaid interest; and (3) unpaid principal balance. Payments made in addition to regularly scheduled payments will be applied in the same manner.
- Scheduled Payment Amounts. The Payment Schedule shown above assumes that all of BORROWER's payments are made on time. If BORROWER is late making a payment, the amount of the last scheduled payment may be greater than disclosed in the Payment Schedule. Likewise, if BORROWER is late making a payment, the Finance Charge and Total of Payments may be greater than disclosed above. Except as provided in paragraph 2, interest continues to accrue on the unpaid principal balance regardless of whether BORROWER has been charged a late charge because of a late payment. Any partial prepayment will not relieve BORROWER's obligation to make any later scheduled payments, according to the Payment Schedule above, until all amounts due hereunder have been paid in full.
- Security. To secure BORROWER's obligations under this Agreement, BORROWER hereby grants to LENDER a security interest in the Vehicle and all accessories and accessions to the Vehicle (all such property referred to as "Collateral"). BORROWER agrees to provide to LENDER an unencumbered certificate of title to the Vehicle and to pay any amounts paid by LENDER to the Department of Motor Vehicles associated with the recording of LENDER's security interest, as itemized above, and that such amounts are non-refundable. BORROWER agrees to maintain property insurance on the Vehicle in an amount equal to the reasonable value of the Vehicle, or an amount sufficient to repay this Agreement in the event of a total loss of the Vehicle, whichever is less.

Borrower Initials _____
 Co-Borrower Initials _____

- Rescission. BORROWER has the right, without penalty, to cancel all obligations to make payments under this Agreement by returning to LENDER the original loan proceeds check or paying to LENDER, in the form of cash or other good funds instrument, the loan proceeds (the "Amount given to you directly" as stated in the Itemization of Amount Financed) before the close of the next business day after this Agreement was executed.
- Late Charge. Any payment not paid in full within seven (7) calendar days of the due date will be assessed a late charge equal to five percent (5%) of the unpaid amount of such installment payment.
- Representations, Warranties and Agreements. BORROWER represents and warrants that BORROWER owns the Vehicle and that each BORROWER has the right to enter into this Agreement and is at least 18 years of age. BORROWER certifies that the Vehicle is not stolen and has no other liens or encumbrances against it and that BORROWER is not currently obligated on another motor vehicle title loan from either LENDER or any other motor vehicle title lender conducting motor vehicle title lending business in the Commonwealth of Virginia. BORROWER agrees not to attempt to transfer any interest in the Vehicle until all obligations under this Agreement have been paid in full, and that the Vehicle will not be moved from the BORROWER's state of residence as shown above without LENDER's prior written consent. BORROWER further warrants that until such time as all amounts due hereunder are fully repaid, BORROWER will not attempt to seek a duplicate title to the Vehicle.
- Events of Default. The following constitute events of default under this Agreement: (a) BORROWER does not pay the full amount of any required payment when due; (b) BORROWER fails to keep any of BORROWER's other promises under this Agreement; (c) any representation or information given to the LENDER by BORROWER is false or misleading; or (d) BORROWER dies. In the event of default, BORROWER shall deliver the Vehicle to LENDER. If BORROWER fails to deliver the Vehicle, LENDER has the right, in addition to all other remedies afforded by law, and without any further notice or demand, to take possession of the Vehicle, whether the same may be found on public or private property. If LENDER elects to exercise its right of possession upon default, BORROWER agrees not to conceal the Vehicle or interfere with LENDER in any manner whatsoever so that LENDER may take possession in a peaceful manner.
- LENDER's Rights in the Event of Default. No acceleration of payment or repossession on account of late payment will be made if payment, together with any late charge imposed in accordance with paragraph seven (7) above, is made by BORROWER within ten (10) days of the date on which the payment was due. If such payment is not made by BORROWER within ten (10) days the LENDER may, at its option, and without notice or demand, do anyone or more of the following: (a) declare the whole outstanding balance due under this Agreement due and payable at once; (b) foreclose upon its lien by repossessing, preparing for sale, and selling any Collateral securing this Agreement according to law; (c) exercise all other rights, powers and remedies given by law. LENDER may recover from BORROWER any reasonable costs that LENDER incurs in repossessing, preparing for sale, and selling BORROWER's Collateral provided that (i) LENDER sends BORROWER written notice of default at least ten (10) days prior to repossession; and (ii) BORROWER fails to pay the outstanding principal and interest prior to the date of repossession. In the event of monetary or non-monetary default, interest shall continue to accrue as provided in paragraph two (2) until the unpaid principal balance, together with all accrued and unpaid finance charges, costs, and expenses permitted by law, is fully repaid. Notwithstanding anything herein to the contrary, upon default by BORROWER, LENDER may seek a personal money judgment against BORROWER for any amounts owed under this Agreement if BORROWER impairs LENDER's security interest by (i) intentionally damaging or destroying the Vehicle; (ii) intentionally concealing the Vehicle; (iii) giving LENDER a lien in the Vehicle when it is already encumbered by an undisclosed prior lien; or (iv) subsequently giving a security interest in, or selling, the Vehicle securing this Agreement to a third party without LENDER's written consent.
- Notices. Any notice that LENDER is required to provide under this Agreement or applicable law will be deemed reasonable if sent to BORROWER at the address set forth above, or such other address as BORROWER provides LENDER, via regular or certified mail. It is BORROWER'S responsibility to keep the listed address current and provide LENDER with written notice of any change in address.
- General. (a) BORROWER shall bear the entire risk of loss or damage to the Vehicle while it is in BORROWER's possession and agrees to indemnify and hold LENDER harmless from any and all claims for property damages or personal injuries arising from the operation of the Vehicle, including but not limited to, all judgments, attorney's fees, court costs and any incurred expenses; (b) if more than one BORROWER executes this Agreement, each BORROWER will be jointly and severally liable; (c) time is of the essence of this Agreement; and (d) this Agreement constitutes the entire Agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced to writing and signed by all parties.
- Governing Law; Enforceability. This Agreement shall be construed, applied and governed by the internal laws of the Commonwealth of Virginia and by the interest rates allowed pursuant to Va. Code Ann. § 6.2-2216. This Agreement is being made pursuant to Va. Code Ann. § 6.2-2200 et. seq. The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof. No agreements, representations, or warranties other than those specifically stated herein shall be binding on the parties unless reduced to writing and signed by both parties.
- Communication: You give us your permission to call or send a text message to any telephone number you have given us and to play pre-recorded messages or send text messages with information about your loan over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if some third party hears or sees the information we communicate. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such fees.

Privacy Policy : In the course of doing business with this Lender, Borrower shares non-public personal and financial information with Lender. Lender treats the information as confidential and recognizes the importance of protecting Borrower from unauthorized uses of Borrower's personal information. Lender is committed to maintaining the privacy and confidentiality of Borrower's information. Accordingly, Lender has adopted a privacy policy in accordance with federal regulations. Lender collects personal information that Borrower provides to Lender on Lender's application forms, and through information Lender obtains over the course of Borrower's business relationship with Lender. The information may include name, address, phone numbers, e-mail addresses, Social Security number, names of family members, assets, account balances, investments, and current or prior tax information and other information. Lender may also collect information from consumer reporting agencies. Lender does not sell Borrower's personal information to any third parties. Lender does not disclose Borrower's personal information to third parties unless: Borrower has given Lender authorization to disclose the information, and it is necessary to process a transaction or service Borrower's account(s), or as otherwise required or permitted by law. Lender maintains physical, electronic, and procedural safeguards to protect Borrower's personal information. Lender limits access to Borrower's personal information to those employees who need to know the information in order to provide Borrower with appropriate service.

DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT AND CONFIRMED THAT IT DOES NOT HAVE ANY BLANKS. YOU WILL RECEIVE A COPY OF THIS AGREEMENT.

BORROWER _____ LENDER _____
 Signature Date Signature (By its authorized representative) Date

CO - BORROWER _____
 Signature Date

NOTICE PURSUANT TO VA CODE ANN. § 6.2-2215(1)(e): THE INTEREST RATE ON THIS LOAN IS HIGH. YOU SHOULD CONSIDER WHETHER THERE ARE OTHER LOWER COST LOANS AVAILABLE TO YOU. THIS IS A MOTOR VEHICLE TITLE LOAN AGREEMENT. IT ALLOWS YOU TO RECEIVE LOAN PROCEEDS TO MEET YOUR IMMEDIATE CASH NEEDS. IT IS NOT INTENDED TO MEET YOUR LONG-TERM FINANCIAL NEEDS. WHEN USING THIS LOAN, YOU SHOULD REQUEST THE MINIMUM AMOUNT REQUIRED TO MEET YOUR IMMEDIATE NEEDS AND YOU SHOULD REPAY THE LOAN AS QUICKLY AS POSSIBLE TO REDUCE THE AMOUNT OF INTEREST YOU ARE CHARGED. YOU SHOULD TRY TO REPAY THIS LOAN AS QUICKLY AS POSSIBLE. YOU WILL BE REQUIRED TO PAY THE PRINCIPAL AND INTEREST ON THE LOAN IN MONTHLY SUBSTANTIALLY EQUAL INSTALLMENTS. YOU SHOULD TRY TO PAY EVEN MORE TOWARDS YOUR PRINCIPAL BALANCE EACH MONTH. DOING SO WILL SAVE YOU MONEY.

YOU MAY RESCIND THIS LOAN WITHOUT COST OR FURTHER OBLIGATION IF YOU RETURN THE LOAN PROCEEDS, IN CASH OR THE ORIGINAL LOAN CHECK, PRIOR TO THE CLOSE OF BUSINESS ON THE BUSINESS DAY IMMEDIATELY FOLLOWING THE EXECUTION OF THIS AGREEMENT. YOU ARE PLEDGING YOUR MOTOR VEHICLE AS COLLATERAL FOR THIS LOAN. IF YOU FAIL TO REPAY THE LOAN PURSUANT TO THIS AGREEMENT, WE MAY REPOSSESS YOUR MOTOR VEHICLE. UNLESS YOU CONCEAL OR INTENTIONALLY DAMAGE THE MOTOR VEHICLE, OR OTHERWISE IMPAIR OUR SECURITY INTEREST BY PLEDGING THE MOTOR VEHICLE TO A THIRD PARTY OR PLEDGING A MOTOR VEHICLE TO US THAT IS ALREADY SUBJECT TO AN UNDISCLOSED EXISTING LIEN, YOUR LIABILITY FOR DEFAULTING UNDER THIS LOAN IS LIMITED TO THE LOSS OF THE MOTOR VEHICLE. IF YOUR MOTOR VEHICLE IS SOLD DUE TO YOUR DEFAULT, YOU ARE ENTITLED TO ANY SURPLUS OBTAINED AT SUCH SALE BEYOND WHAT IS OWED PURSUANT TO THIS AGREEMENT ALONG WITH ANY REASONABLE COSTS OF RECOVERY AND SALE.

BORROWER _____ LENDER _____
 Signature Date Signature (By its authorized representative) Date

CO - BORROWER _____
 Signature Date