

LOAN AGREEMENT, PROMISSORY NOTE AND SECURITY AGREEMENT

LENDER: Alpha Omega	CONTRACT DATE: 12/5/2014
	LOAN NUMBER: TL101
BORROWER: Calvin Brazier 1111 11th Ave. South Nashville, TN 11111	VEHICLE: VIN: 1234567890123456 MAKE: Honda 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 1 Payment(s) of \$1,000,100,000.00 will be due Next payment due beginning on 1/5/2015			
Itemization of Amount Financed of \$ 100,000.00		Amount given to you directly \$100,000.00	
\$0.00		Amount paid on your prior account	
\$0.00		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.

1. 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.

2. 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.

3. 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.

4. 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.

5. Security. To secure BORROWER's obligations under this Agreement, BORROWER hereby grants to LENDER a security interest in the Vehicle and all accessories and appurtenances 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 any one 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 giving this Agreement to a third party without LENDER's written consent.

11. 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.

12. 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.

13. 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.

14. ARBITRATION PROVISION. This Arbitration Provision describes when and how a Claim (as defined below) 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 the Arbitration Provision, the terms "we," "us" and "our" mean the LENDER (listed on the top of the first page of this Agreement), its parent companies, wholly or majority-owned subsidiaries, affiliates, successors, assigns and any of their employees, officers and directors, and "you" means BORROWER (listed on the top of the first page of this Agreement). These terms for purposes of this Arbitration Provision also mean any third party providing any goods and services in connection with the origination, servicing and collection of this Agreement if such third party is named as a party by you in any lawsuit between you and us.

(a) Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which contains all of the following: (i) the date of this Agreement and a description of the Vehicle; (ii) the names, addresses and phone numbers of each of the Borrowers for this Agreement; and (iii) a statement that all of the Borrowers reject the Arbitration Provision of this Agreement. The rejection notice must be sent to LENDER at: Alpha Omega . . . A rejection notice is only effective if it is signed by all Borrowers and cosigners and if we receive it within fifteen (15) days after the date of this Agreement. If you reject this Arbitration Provision, that will not affect any other provision of this Agreement or the status of your Agreement. If you don't reject this Arbitration Provision, it will be effective and binding as of the date of the Agreement.

(b) What Claims Are Covered: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Vehicle (excluding either party's right to file and maintain a claim in an appropriate small claims court) securing this 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 Provision or this Agreement. However, "Claim" does not include: (i) our right to enforce our security interest and to obtain possession of the Collateral by seeking a replevin judgment or by using self-help, provided such an action seeks only possession of the Collateral and not a personal monetary judgment against you, or (ii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. The parties agree that this Arbitration Agreement is not applicable to "small claims" meaning those claims that either party is entitled to file and maintain in an appropriate small claims court, or your State's equivalent. However, if that small claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

(c) How Arbitration Is Started: Either you or we 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. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, 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 335 Madison Avenue, New York, NY 10017, (800) 778-7879 ("AAA") (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. However, no arbitration may be administered by an arbitration organization that will not follow, or has in place a formal or informal policy that is inconsistent with or purports to override, the terms of this Arbitration Provision. If for any reason the chosen arbitrator 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 Provision.

(e) Court and Jury Trials Prohibited and Other Limitations on Legal Rights: If Arbitration is chosen with respect to a Claim, all of the following apply:

- There will be no right to try that Claim in court.
- There will be no jury trial on that Claim.
- There will be no discovery, except as allowed by the arbitration rules of the Administrator or this Arbitration Provision.
- We and you are prohibited from participating in a class action or class-wide arbitration with respect to that Claim (the "Class Action Waiver"). This means that neither we nor you 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.
- 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.
- Except as allowed by this Arbitration Provision and the Federal Arbitration Act, the arbitrator's decision will be final and binding.
- Other rights that you or we would have in court may also not be available in arbitration.

(f) Effect of Class Action Waiver: Regardless of anything else in this Arbitration Provision, the validity and effect of the Class Action Waiver must be determined only by a court and not by an arbitrator or by any policies or procedures of the Administrator. If the Class Action Waiver is invalidated or not enforced, then this entire Arbitration Provision (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 nonenforcement of the Class Action Waiver.

(g) Location of Arbitration: Any arbitration hearing that you attend must take place at a location reasonably convenient to your residence.

(h) Cost of Arbitration: Each Administrator charges fees to administer an arbitration proceeding. This may include fees not charged by a court. When you choose an Administrator, you should carefully review the fees charged by the Administrator. If either we or you require a Claim to be arbitrated, you may tell us in writing that you can't afford to pay the fees charged by the Administrator or that you believe those fees are too high. If you do so, we will pay or reimburse you for up to all of the fees that would otherwise be charged to you by the Administrator if your request is reasonable and in good faith. We will always pay the fees if applicable law requires us to. We will not ask you to pay or reimburse us for any fees we pay the Administrator. 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 and/or this Arbitration Provision and/or this Agreement gives a party the right to recover any of those fees from the other party.

(i) Governing Law: This Arbitration Provision is governed by the Federal Arbitration Act, 9 V.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. 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 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 Provision 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, we will consider any good faith, reasonable request for us to pay all or any part of those fees if you are the appealing party.

(l) Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, any legal proceeding, or any use of a self-help remedy by us to collect a debt owed by you to us, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If any portion of this Arbitration Provision (other than the Class Action Waiver referred to in paragraph f) is deemed invalid or unenforceable, it shall not invalidate this Agreement or the remaining portions of this Arbitration Provision. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern. This Arbitration Provision supersedes any other arbitration provision between the parties or that may otherwise be applicable.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT, INCLUDING THE ARBITRATION PROVISION, OR IF IT HAS ANY BLANKS. YOU WILL RECEIVE A COPY OF THIS AGREEMENT.

Borrower's Initials: _____

Lender's Initials: _____

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 A 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 DEFAULT 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 AND ANY REASONABLE COSTS OF RECOVERY AND SALE.

LENDER: _____

BORROWER: _____

REMINDER TO BORROWER

- This is an installment loan. It is repaid by making a series of approximately equal payments. * The finance charge assessed is calculated using an annual interest rate of 1000000.00%**
 - Although the loan is structured as an installment loan, we encourage you to pay more than your scheduled payment each month so that you pay-off your loan more quickly.**
 - All interest due must be paid before any payment will be credited toward the reduction of principal.**
 - Your automobile has been pledged as security for the loan. If the loan is not repaid in full, including the finance charge, you are subject to losing your automobile.**
 - Please note, this is a higher interest loan. You should go to another source if you have the ability to borrow at less than the annual rate of interest shown above. I have read the above "REMINDER TO BORROWER" and I understand its contents. I understand that if I do not pay the amount due each month that I am placing continued ownership of my automobile at risk.**
- BORROWER:** _____
- DATE:** _____
- CO-BORROWER:** _____

NOTICE WARNING: A motor vehicle title loan is not intended to meet your long-term financial needs. The interest rate on a motor vehicle title loan is high and you are pledging your motor vehicle as collateral for the loan. If you fail to repay your loan in accordance with your loan agreement, we may repossess and sell your motor vehicle. You should consider whether there are other lower cost loans available to you. If you obtain a motor vehicle title loan, you should request the minimum loan amount required to meet your immediate needs.

I acknowledge that I have received a copy of this notice and the pamphlet entitled "Motor Vehicle Title Lending in the Commonwealth of Virginia - Borrower Right and Responsibilities."

Borrower Signature _____

Date _____

Borrower Name _____