

**This Is Your
Revolving Credit Contract
And
Truth-In-Lending Disclosures**

THIS IS A CONTRACT—BE SURE TO READ IT.

It spells out the terms and conditions of your Revolving Credit Plan with Express Check Advance of Virginia, LLC d/b/a Express Credit Loans. It sets out your rights and duties as well as ours.

The wording has been kept as clear and simple as possible. Even so, you may have questions. If you do, please call or write us.

In this Revolving Credit Contract (this "Contract"), the word "you" and "your" means each and every borrower who signs this Contract. "We," "us" or "our" refers to Express Check Advance of Virginia, LLC d/b/a Express Credit Loans.

Account Holder(s) information:

Name: Ron W Johnson and Shirley R Martin
Shirley Martin

Address: 1015 West Booby Court
White House, TN 37188

Account information:

Account NO.: CA101

Line of Credit Limit: _____

TRUTH-IN-LENDING DISCLOSURES

There is a law called the Truth-in-Lending Act. It requires a lender to tell a borrower certain things about consumer loans the lender makes to the borrower—in other words, to make a disclosure. This document is not only a contract—it is also a Truth-in-Lending disclosure.

1. How You Get a Loan Under This Contract

You have applied for a Revolving Credit loan plan (the "Account"). Your application must be approved before you can get loans under the plan. If you are approved, you can ask for a loan or loans under this Contract up to the Line of Credit Limit we have set as your credit limit (the "Line of Credit Limit"), which may be adjusted from time to time (as described in Section 12) by coming to the office where you signed this Contract.

2. Promise to Pay Back with Finance Charge, Etc.

By signing this Contract, you promise (i) to pay back to us all money that you borrow under this Contract and, if applicable, you agree to pay **FINANCE CHARGES** on the money borrowed from us figured at a rate of #Error per day, which corresponds to an **ANNUAL PERCENTAGE RATE** of , and late charges, if due, and you make this promise not only for yourself but jointly with each other person who signs this Contract and (ii) to comply with all other obligations imposed on you under this Contract.

3. Line of Credit

- (a) The Line of Credit Limit on this Contract is initially set at . You may obtain one or more loans from us so long as (i) the total unpaid principal balance of all such loans does not exceed this Line of Credit Limit, (ii) you are not in default under this Contract (see Section 11) and (iii) you wait at least three (3) days after you have paid off a loan before you reborrow. If all three of these conditions have been satisfied, you may reborrow principal balances you have repaid up to the Line of Credit Limit.
- (b) Payments are due on the due date specified in the statements we will send to you (See Section 4.)
- (c) If a payment is eight (8) or more days late, we can charge you a late fee equal to \$25.00 or five percent (5%) of the monthly payment due, whichever is less (See Section 7).

4. Monthly Payments

Each month you will receive a statement from us by U.S. Mail showing your Account Information, including loans, accrued Finance Charges, the New Balance and the Minimum Payment Due. Each month you must pay, in cash, money order or certified funds, at least the Minimum Payment Due shown on your statement by the Payment Due Date indicated on the statement. The Minimum Payment Due shall include (a) the entire Finance Charge that has accumulated through the end of the monthly billing cycle, (b) an amount equal to five percent (5%) of the principal balance of the loans outstanding on this Account, and (c) any late charges or other amounts previously due and still outstanding. You may, of course, pay more frequently, pay more than the Minimum Payment Due, or pay the New Balance in full. If you make extra payments or larger payments in one month, you are still required to make at least the Minimum Payment Due each month your Account has a balance. BECAUSE THIS LINE OF CREDIT HAS A HIGH INTEREST RATE, YOU ARE ENCOURAGED TO PAY AS MUCH AS YOU CAN EACH MONTH TO REDUCE THE AMOUNT YOU OWE. As you repay loan amounts, you may request new loans as described in Section 3(a).

5. Free Period

In any billing cycle, if you pay the New Balance shown on your statement in full on or before the Payment Due Date shown on your statement (which Payment Due Date shall be at least 25 days from the prior billing date), then no Finance Charges will be imposed for that billing cycle. If you fail to do so, periodic Finance Charges will accrue on all loans from the date each loan is posted to your Account.

6. Calculation of Periodic Finance Charges

We figure the periodic **FINANCE CHARGE** on your Account by applying the daily periodic rate of #Error (which corresponds to an **ANNUAL PERCENTAGE RATE** of 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. Extra Charge for Late Payment

We have the right to make an extra charge if you don't make your payment on time. If we do, the maximum charge will be as indicated in Section 3(c). You should ALWAYS make your payments on time. That way you will avoid any chance of having to pay a late charge.

8. Other Fees.

Returned Check Fee. If you present to us a check or similar instrument to make your monthly payment or other payment and that check or similar instrument is returned unpaid, we will impose a fee of TWENTY dollars (\$20.00).

Membership Fee. We will impose an annual membership fee in the amount of \$0.00 for the availability of the Account. This fee will be imposed on the date that the Account is opened, and will be imposed every twelve months for as long as the Account remains open. If you close the Account and pay all amounts owed on the Account before the due date shown on the first statement you receive, this membership fee will be refunded to you.

9. How Your Payments Are Applied

Each time you make a payment on your Account under this Contract, it goes FIRST, to pay late charges, if any, on your Account; SECOND, to pay Finance Charges then owing on your Account; and THIRD, to reduce the balance on your Account.

10. Cancellation or Suspension of Account

You may cancel your Account at any time by notifying us in writing at Express Check Advance of Virginia, LLC d/b/a Express Credit Loans, 5959 Shallowford Road, Suite 405, Chattanooga, Tennessee 37421 Attention: President 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 MAKING ADDITIONAL LOANS ON YOUR ACCOUNT AT ANY TIME AND IN OUR SOLE DISCRETION IF WE IN GOOD FAITH BELIEVE THAT WE ARE IN JEOPARDY OF NOT BEING REPAID AS AGREED by giving written notice to you at the last address we have for you in our records, provided that if such suspension is made pursuant to this Section 10, you will be allowed to repay all amounts owed on the Account as provided in this Contract.

11. Events of Default

If you (a) fail to pay any payment according to this Contract, or (b) if a proceeding in bankruptcy, receivership or insolvency is started by you or against you, or (c) if you break any of the agreements in this Contract, or (d) if any representation or warranty made by you to us is false or misleading, or (e) if you die (each of these events, a "default"), we can accelerate all amounts owed under the Account and demand that you pay all you owe on this Contract at once. If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fees and expenses.

12. Right to Request Income Information and Duty to Inform About Change in Circumstances

The Line of Credit Limit established for your Account is based upon your income and other factors. You agree we have the right to demand proof of your current income from time to time upon reasonable notice. You further agree we have the right to increase or lower your Line of Credit Limit based upon your current income. You further agree immediately to inform us of any significant change in circumstances regarding your income.

13. Joint Liability

If more than one person signs this Contract, each of you is jointly and severally liable for performing all of the obligations under this Contract, and each person may give us instructions regarding the Account without the agreement of the others. 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.

14. What Happens in the Case of Default

When you are in "default" as described in Section 11, we have certain rights which are designed to help us collect what you owe us. These rights are set out in this Section and Section 11.

(a) Lawsuit

When you are in "default," we can sue you in a court of law.

(b) Full Payment Due Immediately

If you are in "default," we can also demand that you IMMEDIATELY pay us the entire amount then still unpaid on ALL your loans under this Contract, plus interest and late charges, if any. We don't have to give you any advance notice if we decide to do this.

Once we have done this, you lose your right to request any additional loans under this Contract, you lose the right to make monthly payments under the Contract and you must pay us in full all amounts you owe us right away.

15. Miscellaneous Provisions

(a) Additional Representations, Warranties and Agreements

You represent and warrant that (a) you have the right to enter into this Contract and (b) you are at least 18 years of age. You agree that: (i) you will notify us immediately in writing at Express Check Advance of Virginia, LLC d/b/a Express Credit Loans, 5959 Shallowford Road, Suite 405, Chattanooga, Tennessee 37421 Attention: President 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; and (ii) you will not use the proceeds of any loan under this Contract to pay any fee, finance charge, or other amount that you owe to any third party in connection with any payday loan.

(b) General.

You Agree (i) time is of the essence of this Contract; and (ii) this Contract constitutes the entire Contract 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.

(c) Can We Check Your Credit?

Yes. By signing this Contract, you permit us to make such investigation from time to time as we think is necessary concerning your employment, your credit standing and your financial responsibility. Your signature also permits us to tell credit rating bureaus and other creditors about our experience with you, such as, for example, if you make your payments on time.

(d) Who Keeps the Contract?

In order to comply with certain laws, the original of this Contract with your signature(s) on it must be kept by us. However, you have been furnished with an exact signed copy of this Contract to keep for your records. If you lose your copy, give us a call and we will send you another.

(e) Can This Contract Be Changed?

Yes, it can! We need this power because this Contract may last for many years and economic conditions will change during that time. So we can, for example, increase the interest rate (though not above the maximum rate allowed by law), increase the minimum monthly payment, or change the Line of Credit Limit. Changes we make will apply to new loans you get after the date of the change. Changes which affect you adversely (for example, an increase in the interest rate) 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 Express Check Advance of Virginia, LLC d/b/a Express Credit Loans, 5959 Shallowford Road, Suite 405, Chattanooga, Tennessee 37421 Attention: President 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 Contract.

If the law requires an advance notice of a 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.

(f) Do We Have to Enforce Our Rights?

Sometimes, in order to help you over a trouble spot, we may, at our sole option, tell you it's okay to be late with a payment, or skip a payment, or to send in a part-payment, and so on. And sometimes we may simply accept payments a little bit late and not say anything about it. 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 Contract, 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 imposing late charges even though we didn't do that before.

(g) Paragraph Headings; Waiver; Governing Law; Enforceability; Successors and Assigns.

The paragraph headings in this Contract are for convenience only and do not limit any of its provisions. 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 Contract without losing them. This Contract shall be construed, enforced and governed by the laws of the state in which this Contract is executed. The unenforceability or invalidity of any portion of this Contract shall not render unenforceable or invalid the remaining portions hereof. This Contract is binding upon and benefits you, your respective heirs, successors and assigns, and this Contract 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 Contract without our prior written consent. We may assign any of our rights or delegate any of our duties under this Contract without your consent or notice to you.

(h) 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:

(1) 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 Contract (including the Arbitration Provision), the information you gave us before entering into this Contract, 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.

(2) 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 SMALL CLAIMS TRIBUNAL, 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.**

(3) Except as provided in Paragraph (6) 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.

(4) 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 Contract 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.

(5) 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 county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Contract 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.

(6) All parties, including related third parties, shall retain the right to seek adjudication in a General District Court, as defined in Code of Virginia Title 16.1 Chapter 4.1, for disputes within the scope of such tribunal's jurisdiction. If you are successful in an action against us brought in General District Court, then pursuant to the Code of Virginia Title 6.1, Chapter 18, §6.1-469, you shall 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 Contract.

(7) 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.

(8) 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 _____

(i) 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) _____.

(j) 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 additional 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: Express Check Advance of Virginia, LLC d/b/a Express Credit Loans, 5959 Shallowford Road, Suite 405, Chattanooga, Tennessee 37421, Attention: President. Please include your name, address, telephone number, Account number (if known), and social security (tax identification) number. Please allow a reasonable period of time for your request to take effect.

(k) 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 StatementErrors**

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 Express Check Advance of Virginia, LLC d/b/a Express Credit Loans, 5959 Shallowford Road, Suite 405, Chattanooga, Tennessee 37421 Attention: President. (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 is correct.

All of the undersigned hereby acknowledge that they have read the terms and conditions of this Contract 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 Contract, and that this Contract has been signed under seal, all as of Monday, July 07, 2008

Express Check Advance of Virginia,
LLC d/b/a Express Credit Loans

(SEAL)
BORROWER

By: _____ (SEAL)
COMPANY REPRESENTATIVE

(SEAL)
CO-BORROWER