

FLEX LOAN PLAN DISCLOSURE AND ACCOUNT AGREEMENT

Account #: TL102

Credit Limit: \$700.00

Alpha Omega Consulting Group, Inc. 716 Vauxhall Dr, Nashville, TN, 37221-4646		
Telephone: 615-555-1082		
Borrower Name: Justin Keebaugh Telephone: 615-555-8888 Address: 106 Anywhere Blvd		
Motor Vehicle Year / Make / Model: 2012 / Kia / Sorento		
License Plate Number: 123-HGC	Color: Blue	VIN: 12345678910111213

Interest Rate and Interest Charges	
APR for Cash Advances	The APR is based on the Periodic Interest Rate and Customary Fee rate used to compute finance charges on the Cash Advances.
Paying Interest	You will be charged periodic interest and the Customary Fee from the date of each transaction.

Fees	
Annual Fee	None
Penalty Fees	None

How We Will Calculate Your Balance: We use a method called "average daily principal balance (including current transactions)." See your account agreement below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided below in your account agreement.

ACCOUNT AGREEMENT

This Flex Loan Plan Disclosure and Account Agreement ("Agreement") is our contract with you. Please read it carefully. By signing this Agreement and/or accepting a cash advance ("Cash Advance") from us, you are agreeing to all of the terms and conditions in this Agreement.

Definitions. In this Agreement, the words "you" and "your" mean the person who signs this Agreement. The words "we," "us," and "our" mean Alpha Omega Consulting Group Inc. The word "Collateral" means the personal property described above securing your obligations under this Agreement. The word "Account" means the flex loan plan established and governed by this Agreement and offered pursuant to the Flexible Credit Act (Tenn. Code Ann. §§ 45-12-101, et seq.).

Complaints. Should you wish to file a complaint regarding this Account, you may contact the Tennessee Department of Financial Institutions by phone at 615-774-2236 or in writing at 400 Deadrick Street, 6th Floor, Nashville, TN 37243.

Promise To Pay. You promise to pay to us all Cash Advances, interest, fees and all other amounts owing to us in accordance with this Agreement.

Account. Your Account is an open end line of credit in the amount of your Credit Limit secured by the Motor Vehicle, including all accessories and all proceeds related thereto, including all insurance proceeds or refunds of insurance premiums. You agree to provide us with the Motor Vehicle Certificate of Title, which we will hold in accordance with

this Agreement as long as your Account remains open or the Account has an outstanding balance. You agree to use your Account only to obtain Cash Advances from time to time in accordance with the terms of this Agreement.

Requesting Cash Advances. You may request Cash Advances from your Account, up to the Credit Limit, provided that no portion of any Minimum Payment Due is past due. The minimum Cash Advance amount is fifty dollars (\$50.00).

Credit Limit. You may obtain total Cash Advances on your Account only up to the amount of your current Credit Limit. Your initial Credit Limit is stated above. We may reduce your Credit Limit at any time and for any reason in our sole discretion, including reducing the Credit Limit to zero. If we reduce your Credit Limit, we will provide you with notice, but the effective date of the reduction may be prior to your receipt of the notice. Any Cash Advances will reduce the amount of your Credit Limit available to you at a given time. If we allow you to take Cash Advances that exceed your Credit Limit, you promise to repay the excess immediately upon demand.

Right to Rescind. Pursuant to Tenn. Code Ann. § 45-12-112, you have the right to rescind any requested Cash Advance within two business days after the date the Cash Advance is made. To exercise this right, you must notify us in writing at our address listed above of your desire to rescind and return the proceeds of the Cash Advance. We must receive such notice along with any proceeds before the close of business on the second business day following the date the Cash Advance is made.

Interest and Customary Fee. We will charge simple interest on the average daily principal balance of your Account at a "daily periodic rate" equal to divided by 365 ("Periodic Interest Rate"). You will also be charged a customary fee at the rate of \$30.00 per day of the average daily principal balance of your Account each billing cycle ("Customary Fee"). The Customary Fee covers our costs associated with underwriting and documenting the Account, securing and maintaining Account information, validating your information, offering electronic and phone access to the Account, processing Account transactions, responding to inquiries, providing periodic billing statements, and all other services or activities we conduct under this Agreement. The Customary Fee is not interest for purposes of Tennessee law. However, the Customary Fee is disclosed as "Interest" for federal disclosure purposes above and on your periodic statement. The combined Periodic Interest Rate and Customary Fee rate is equivalent to an **ANNUAL PERCENTAGE RATE** of 300%.

How We Will Calculate Your Balance. We calculate the finance charges on your Account by applying the Periodic Interest Rate and Customary Fee rate to the "average daily principal balance" of your Account (including current transactions) for the number of days in the billing cycle. To get the "average daily principal balance" we take the outstanding principal balance of your Account each day and add any new Cash Advances and subtract any principal payments received that day. This gives us the daily principal balance. Then, we add up the daily principal balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily principal balance."

Billing Cycle. Your billing cycle will be monthly. Note that the initial billing cycle may be different than the regular billing cycle. The initial billing cycle will be from the date of this agreement until your next scheduled date to receive income that is at least thirteen (13) days after the date of this Agreement.

Periodic Billing Statements. We will deliver to you a periodic billing statement at the end of each billing cycle. The periodic billing statement will show your Account balance at the beginning of the billing cycle ("New Balance"), your Minimum Payment Due and other Account information. Unless you notify us of a billing error as provided below, you accept your periodic billing statement as an accurate statement of your Account.

Minimum Payment Due. Each billing cycle you agree to pay us, in cash, money order, or certified funds, at least the Minimum Payment Due shown on your periodic billing statement by the indicated due date ("Payment Due Date"). If a Payment Due Date is scheduled for a Sunday, legal holiday, or any other date on which we are not open for business, then we will credit any payment received on our next business day as if it were received on the scheduled Payment Due Date. Your "Minimum Payment Due" will be calculated to include all interest accrued and unpaid as of the last day of the most recent billing cycle ("Closing Date"), plus any other fees, including customary fees, incurred and outstanding as of the Closing Date, plus an amount equal to of the principal balance outstanding as of the Closing Date. You may pay more frequently, pay more than the Minimum Payment Due, or pay your Account balance in part or in full at any time without penalty. If you make extra payments or larger payments in any billing cycle, you will still be required to make at least the Minimum Payment Due each billing cycle, unless you have paid your entire Account balance in full. If you make only the Minimum Payment Due each billing cycle, you will pay more in interest and it will take longer to pay off your balance.

Application of Payments. We will apply all payments we receive in the following order: first to accrued and unpaid interest, then to accrued and unpaid customary fees, then to any other fees owing, and then to principal.

Security. The Account is secured by the Collateral. You hereby grant us a security interest pursuant to a Uniform Commercial Code in the Collateral. **YOU COULD LOSE THE COLLATERAL, AND ANY MONEY YOU HAVE PUT INTO IT, IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS AGREEMENT.** We maintain our security interest in the Collateral as long as this Account remains open or there is an outstanding balance. If your Account is

closed and there is no outstanding balance on the Account, then we will release any lien we have against the Collateral and return any Certificate of Title to you. Pursuant to the Federal Reserve Board Official Staff Commentary to Regulation Z, if you have agreed to make payment by ACH Authorization, then we are also disclosing to you that our interest in the ACH Authorization is a security interest for Truth-in-Lending purposes only, because federal and Tennessee law do not clearly address whether such interest is a "security interest." This disclosure is not intended to create a security interest in the ACH Authorization under Tennessee law.

Right to Reappraise Collateral, Request Income Information, and Duty to Inform About Change in Circumstances. Your Credit Limit is primarily based upon your income and the value of the Collateral. You agree we have the right to reappraise the Collateral and/or demand proof of your current income from time to time. You understand and acknowledge that your Credit Limit may be affected by the reappraisal and/or current income information. You agree to provide access to the Collateral at the location where you sign this Agreement, or some other location we designate, during normal business hours and within a reasonable amount of time after demand. You also agree to maintain insurance on the Collateral as required by law. You further agree to immediately inform us of any significant change in circumstances regarding your income, the value or condition of the Collateral, including but not limited to, any damage to the Collateral or any significant change in its condition, and any change in the insurance maintained on the Collateral.

Income Information and Duty to Inform About Change in Circumstances. Your Credit Limit is primarily based upon your income. You agree we have the right to demand proof of your current income from time to time. You understand and acknowledge that your Credit Limit may be affected by your current income information. You further agree to immediately inform us of any significant change in circumstances regarding your income.

Additional Representations and Warranties. 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 (c) the Collateral is not stolen; (d) you will not attempt to transfer any interest in or seek a duplicate Certificate of Title to the Collateral until any balance is paid in full; (e) you will not permanently remove the Collateral from your current state of residence while any balance remains unpaid on your Account; and (g) you will notify us immediately in writing of any change of your address or telephone number.

Default and Cure. We may declare you to be in default under this Agreement: (a) if we fail to receive a Minimum Payment Due on or before its scheduled Payment Due Date; (b) if you fail to timely comply with or perform any other obligation under this Agreement; (c) if any representation or warranty made by you to us is false or misleading; or (d) if you begin, or if any other person puts you in, a bankruptcy, insolvency or receivership proceeding. You may cure default by paying all past due amounts and fees or by paying your balance in full.

Our Rights in the Event of Default. If we declare you to be in default under this Agreement, we may, at our option and as permitted by law do any one or more of the following: (i) declare your entire Account balance immediately due and payable and proceed to collect it; (ii) close your Account or lower your Credit Limit; (iii) exercise all other rights, powers, and remedies given by law; (iv) take possession of and sell the Collateral according to law, including using self-help repossession; and (v) recover from you all charges, costs and expenses, including all collection costs, court costs, and reasonable attorney's fees as allowed by law. We may charge and collect interest following default or judgment in our favor at a rate of \$120.00 per annum.

Repossession/Redemption/Sale of the Motor Vehicle. Repossession means that, if we declare you in default under this Agreement, we can take the Collateral from you. To take the Collateral, we can enter your property or the property where the Collateral is stored, so long as it is done without breach of the peace. If the Collateral is repossessed, you have the right to get it back (redemption) by paying the entire amount you owe under this Agreement (not just the past due amounts) plus the cost of taking and storing the Collateral and any other expenses that we have incurred. If you do not redeem the Collateral by the date shown on such notice, we can sell it. We will use the net proceeds of the sale to pay all or part of your indebtedness to us. To calculate net proceeds, any charges for taking and storing the Collateral, cleaning and repairing (if necessary), advertising, and any reasonable attorney's fees and court costs will be subtracted from the selling price. If you owe more than the net proceeds of sale, you will not owe this amount and your Account will be closed. If you owe less than the net proceeds of sale, we will return the excess funds to you within a reasonable time. To the extent any personal property is found in the Collateral we will retain the property for 14 days during which time you may reclaim it at no charge.

Cancellation. You may cancel your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying us the entire Account balance in full. If you cancel your Account and pay the entire outstanding Account balance, then we will release any lien on the Collateral, and return any Certificate of Title to you. We may cancel your Account or suspend making future Cash Advances on your Account at any time and in our sole discretion, provided that if such suspension is made pursuant to this paragraph and so long as you are not in default of this Agreement, you will be allowed to repay any remaining balance over time pursuant to this Agreement.

Credit Reporting. You agree that we may obtain information about you from third parties, including, but not limited to, consumer reporting agencies at any time while your Account is open. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Amendments. You agree that we may change any of the terms of this Agreement, including the amount and method of computing the Periodic Interest Rate and Customary Fee, and the Credit Limit, at any time. We will provide you with 45 days prior notice of such changes as and when required by law. If we notify you of changes to this Agreement and you do not agree with these changes, you must notify us of your decision to opt-out of the changes in writing within 45 days of the date we give you notice of the changes. If you opt-out we will automatically close your Account, and you will be permitted to pay any remaining balance on your Account under the terms of the version of this Agreement in effect prior to the changes.

General. You bear the entire risk of loss or damage to the Collateral except while it is in our possession. 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. Time is of the essence of this Agreement. 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 in writing and signed by all parties. You may not assign this Agreement without our prior written consent. We may assign this Agreement without your consent. If any provision in this Agreement is determined by a court or arbitrator to be unenforceable, all other provisions will remain in full force and effect.

Notice of Grievance. You agree that prior to initiating litigation for any grievance or dispute you may have with us you must notify us of the grievance or dispute in writing at 716 Vauxhall Dr, Nashville, TN 37221-4646 and grant us 30 days in which to communicate with you for the purpose of reaching a reasonable resolution.

Governing Law. This Agreement will be construed, applied and governed by the laws of the State of Tennessee.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at:

Alpha Omega Consulting Group, Inc.
716 Vauxhall Dr
Nashville, TN 37221-4646

You may also contact us by email at: aocg@gmail.com

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we think the bill is correct. **While we investigate whether or not there has been an error:**
 - We cannot **cancel the account** or **report you as delinquent** on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

AUTHORIZATION TO OBTAIN INSURANCE INFORMATION

If an insurance policy covers the Collateral, you agree that we may obtain information concerning such insurance. By signing your initials below, you hereby authorize Alpha Omega Consulting Group, Inc. **to communicate with your insurance company and to obtain information concerning any insurance policy covering the Collateral, including but not limited to the amounts and dates of coverage. You further authorize your insurer to notify** Alpha Omega Consulting Group, Inc. **if your insurance coverage is about to expire, has expired, or has been cancelled.**

Borrower Initials

When signing this Agreement, you represent and acknowledge that:

- (1) It was filled in before you signed it.
- (2) You have no outstanding flex loan plans under the Flexible Loan Act.
- (3) You have read, understand, and agree to all of the disclosures above and other terms of this Agreement, including the "Jury Trial Waiver and Arbitration Clause."
- (4) You have received a copy of our Privacy Policy.

Borrower:

By: _____
Signature

Date 09/17/2015

Title: _____