

**STATEMENT OF LOAN • FEDERAL DISCLOSURES  
PROMISSORY NOTE AND SECURITY AGREEMENT**

Borrower Name and Address Calvin Brazier 1111 11th Ave. South Nashville TN 11111-	Lender Name and Address Alpha Omega  Phone: Fax: Cal. Fin. Lender License No:
Co-Borrower Name and Address	Loan No. TL102
	Loan Date: 9/25/2014
	Maturity Date: 10/25/2014

In this Promissory Note and Security Agreement ("Agreement"), Borrower and Co-Borrower are referred to as "you" and "your" and Lender is referred to as "we", "us" and "our". The Federal Truth in Lending Act Disclosures are part of this Agreement. On the Date shown opposite your signature(s) below, we have loaned you money and you have granted to us a security interest in your motor vehicle described below ("Vehicle") as collateral to secure repayment.

Vehicle Description	Year: 2011	Make: Honda	Model: Accord
Odometer: 0	VIN: 1234567890123456	Color: Black	
Transmission:	License No.	Body Style: Coupe	

**FEDERAL TRUTH IN LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <b>121.6667%</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <b>\$50.00</b>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  <b>\$500.00</b>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  <b>\$550.00</b>
Your payment schedule will be: <b>Next payment due on</b>			
Number of Payments	Amount of Payments	When Payments are Due	
1	\$550.00	Next payment due on starting on 10/25/2014	

Security: You are giving a security interest in your Vehicle.  
 Late Charge: The following late charge applies to you:  
 If any payment is not made within 15 days after it is due, you will be charged \$15, or, if the amount in the "Amount Financed" above is \$5,015 or more, then if any payment is not made within 4 days after it is due, you will be charged ten percent (10%) of the amount of the payment that is late, with a minimum of \$25.  
 Prepayment: If you pay off early, you will NOT have to pay a penalty.  
 See your contract documents for any additional information about nonpayment, default, any requirement for repayment in full before the scheduled date, and prepayment refunds.  
 "e" means an estimate

Itemization of Amount Financed	Important Notice to Borrower(s)
A. Amount Given to You Directly \$500.00 B. Amount Paid on Your Account \$0.00 C. Amount Paid to Others on Your Behalf \$0.00 1. DMV Filing Fees 2. To _____ \$0.00 3. To _____ \$0.00 D. Administrative Fee \$0.00 E. Total Loan Amount F. Amount Financed (E minus D)	<b>THIS IS A HIGH-COST LOAN. YOU MAY BE ABLE TO OBTAIN A LOAN FROM SOMEONE ELSE AT A LOWER RATE OF FINANCE CHARGE. THINK CAREFULLY BEFORE YOU DECIDE TO TAKE THIS LOAN. See High Cost Loan Disclosure. I/We acknowledge that I/we received, read and understood the High Cost Loan Disclosure.</b>  Borrower: X _____ Co-Borrower: X _____

**This is a High-Cost Loan.** The interest rate is very high; much higher than interest rates you may receive from banks, credit cards, family, friends, a credit union or your employer. We encourage you to seek a loan from any of these sources, or any other source, before accepting a loan from us, because you will save money if you can find a loan from these sources which bears interest at a lower rate. If you still decide to accept a loan from us, we encourage you to pay it off as soon as you can, even if that means taking out a loan somewhere else at a lower interest rate (there is no prepayment penalty).

For value received, you promise to pay to our order at our office address shown above the Total Loan Amount ("Principal") shown above and finance charge on the unpaid Principal at the simple interest rate of 121.67% per year (10.14% per month), in equal bi-weekly installments, or only if checked here\_\_\_\_, equal monthly installments of Principal and interest as shown in the payment schedule above, until you have paid us all that you owe us. If more than one of you signs this Agreement, each of you will be individually and jointly liable to us for repayment.

## Simple Interest Loan - Your Payments

This is a simple interest loan. Finance charge will accrue on the unpaid Principal balance on a daily basis. We may, at our option, apply all payments, including but not limited to regular payments or prepayments, received by us first to fees and other charges permitted under this agreement (including without limitation any late charges, repossession costs, storage fees and/or agreed upon extension fees, if any), then to accrued interest and the balance, if any, to principal except as otherwise required by law. If you pay late, more finance charge will accrue. If you pay early, less finance charge will accrue. If you make more than one payment before it is due, you will still owe the payments due as scheduled (advance payments are applied to the Principal balance). The Finance Charge, Total of Payments and Payment Schedule disclosed in the Federal Truth in Lending Disclosures may differ from the actual amount you pay if your payments are not received by us on their exact due dates, or we advance amounts under this Agreement to fulfill your obligations, which we may add to the unpaid Principal balance. Your final payment may be different than the amount disclosed under the Payment Schedule if you make your payments after the date they are due, or if we added amounts we advanced to the Principal balance.

**Prepayment.** You may pay us all that you owe us at any time without penalty. If there is more than one of you, you agree that we may release our lien interest in the certificate of ownership to any one of you.

**Late Fee.** You agree to pay a late fee (late charge) for late payment as disclosed above.

**Returned Payment Item Fee.** If any check, negotiable order of withdrawal or share draft you give us is returned by a depository institution, you agree to pay a returned payment item fee of \$20.00 for each such item returned.

**Security Interest.** You grant us a security interest in (1) the Vehicle and all parts or accessories (including without limitation radio, tape player, CD player, navigation system, transmitter and telephone) attached to the Vehicle, as well as any other Vehicle registered in your name, (2) all money or goods received for the Vehicle (proceeds), and (3) all proceeds or refunded insurance premiums or charges for optional products or services financed in the loan, which secure all sums due or to become due under this loan as well as any modifications, extensions, renewals, amendments or refinancing of this loan. You will do all acts necessary to ensure our lien interest appears on the certificate of ownership to the Vehicle.

**Use of Vehicle.** You agree to keep the Vehicle free of all liens and encumbrances, including tax liens, except the lien in our favor, and to not use the Vehicle or permit the Vehicle to be used illegally, improperly or for hire, or to expose the Vehicle to misuse, seizure, confiscation, forfeiture or other involuntary transfer, even if the Vehicle is not the subject of judicial or administrative proceedings. You agree not to make or allow any material change to be made to the Vehicle. You agree to allow us to inspect the Vehicle at any reasonable time. You agree not to remove the Vehicle, or allow the Vehicle to be removed, from California for a period in excess of 30 days without our express permission. You agree not to remove the vehicle from the U.S. or Canada. You agree not to sell, rent, lease or transfer any interest in the Vehicle. You agree to keep the Vehicle in good working condition and make all necessary repairs. Although we are not obligated to do so, if we pay any liens, fees, maintenance or taxes in connection with the Vehicle, or advance any other amount to protect our interest in the Vehicle, ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, you will reimburse us, at our option, within 5 days of our demand upon you to do so, or we may add the amount of any such liens, fees, maintenance or taxes or other charges we pay to the Principal balance. Such amounts will accrue finance charge at the rate set forth above. Unless you have paid us such amounts prior to maturity, they will be due at the maturity of this Agreement.

**Insurance.** You agree to keep the Vehicle insured in our favor with a policy and insurance provider satisfactory to us, with comprehensive fire, theft and collision coverage, insuring the Vehicle in an amount sufficient to cover the value of the Vehicle, and providing for a deductible of not more than \$500. YOU MAY OBTAIN THE INSURANCE FROM ANY INSURER OR BROKER YOU CHOSE THAT IS ACCEPTABLE TO US. You agree to obtain and deliver to us a loss payable endorsement on such insurance. You agree that we may (1) contact your insurance agent to verify coverage or to have us added as a loss payee, (2) make any claim under your insurance policy for physical damage or loss to the Vehicle, (3) cancel the insurance if you default in your obligations under this Agreement and we take possession of the Vehicle, and/or (4) receive any payment for loss or damage, or return premium, and apply amounts we receive, at our option, to replacement of the Vehicle or to what you owe under this Agreement, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, obtain such insurance to protect our interest in the Vehicle. This insurance we purchase may not cover your interests. You understand that the insurance premiums may be higher if we must purchase such insurance than if you had purchased the insurance yourself. Whether the Vehicle is insured, you must pay us all that you owe us if the Vehicle is lost, stolen, damaged or destroyed. If your insurance is cancelled or lapses for any reason, we may repossess the vehicle without notice, and you will be responsible for all repossession charges.

**Forced Place Insurance.** Although we require that the Vehicle be insured we will not require you to obtain coverage through us or anyone to whom we may refer you. You may purchase the required insurance through an agent or company of your choice, but such insurance must remain in force throughout the entire term of the loan until it is paid in full. If, for any reason, you do not provide or maintain the full coverage physical damage insurance required by this Agreement, you hereby authorize us to apply for single interest insurance (also known as "forced placed" insurance) to protect our interest in the Vehicle. The cost of such coverage and any finance charges will be added to the balance of the loan and will accrue interest at the rate set forth on the first page of this Agreement. You understand that in this event, the single interest insurance will be obtained by us on our behalf as a result of you not providing or maintaining the required insurance. This coverage does not provide you any protection, nor does it fulfill the requirement of any state "financial responsibility," "no fault," or "minimum liability insurance" laws. It does not afford you any personal injury liability, property damage liability, uninsured or underinsured motorist or medical payment coverage, and furthermore, such insurance protects only us and does not protect your equity in the Vehicle. You acknowledge that you understand that you may request that single interest insurance be obtained by us, and that we may or may not do so at our option.

**Default.** If you fail to pay us what you owe when it is due or when we demand you to pay, you will be in default of this Agreement. You will also be in default of this Agreement if: (1) you gave us false information in connection with this loan; (2) you fail to keep your promises or fulfill your obligations under this Agreement; (3) you die and there is no surviving Co-Borrower; (4) you become insolvent or file a petition in bankruptcy, or a petition in bankruptcy is filed against you; or (5) the Vehicle is stolen, damaged, destroyed, impounded, seized, confiscated or forfeited.

**Remedies.** If you are in default, we may: (1) declare all that you owe us to be immediately due and payable; (2) file suit against you for all unpaid sums you owe under this Agreement; (3) take immediate possession of the Vehicle where we may find it, provided we do so peacefully; and (4) exercise any other legal or equitable remedy. If the Vehicle is equipped with a tracking device, you agree that we may locate the Vehicle by use of that device. If we must reactivate the starter interrupt device following late payment, we may charge you a fee of \$50.

**If you have disconnected or otherwise made the device inoperable, we may charge you a fee of \$500.** If we take possession of the Vehicle, any accessories, equipment or replacement parts will stay with the Vehicle. If any of your personal items are in the Vehicle when we take possession, they will be stored for you at your expense. California law provides for the period of time these items must be held. If you do not ask for these items back within that time, we may dispose of them as permitted by law. Our remedies under (1) and (2) above are subject to any right you may have to reinstate the Agreement or redeem the Vehicle by paying what you owe in full as provided in the California Finance Lenders Law and the California Uniform Commercial Code. Upon taking possession of the Vehicle, subject to any right you may have to reinstate or redeem, we will sell the Vehicle at a public or private sale. We will give you notice of the sale as required by law. We will add the costs of retaking, holding, preparing for sale, and disposing of the Vehicle to what you owe, as permitted by law. The proceeds of sale will be applied first to these costs, and the remainder will be applied to unpaid sums you owe under this Agreement. If there is any money left over (surplus), we will pay it to you unless we must pay it to someone else who has a subordinate lien or encumbrance on the Vehicle, as permitted by law. If a balance remains due us, you promise to pay it when we make demand. After we accelerate the unpaid Principal balance, you will pay interest on what you still owe us at the rate of Finance Charge shown in this Agreement, until you pay us all that you owe, or until judgment is entered in our favor. Our remedies are cumulative, and our taking any action will not be deemed a waiver of or prohibition against us taking any other action.

**Extensions or Deferrals.** We may agree from time to time to extend or defer payments or amounts you owe us. If we do so, such extension or deferral does not mean we must or will extend or defer any other payment, and does not affect your liability for what you owe. If you request an extension and we agree to grant it, we will be required to generate a new payment code for the ignition interrupt device installed in the Vehicle. In the event you fail to make your payment on time and you request an extension, if we grant to you an extension at your request, we may assess an extension fee of between \$20 and \$100, depending on the amount of the payment being postponed, the length of the extension, and other factors such as payment history, loan to value and total loan amount. Unless we agree to the contrary, the extension fee will be equal to fifteen percent of the amount of the payment that is extended, with a minimum of \$20 and a maximum of \$100.

**Power of Attorney.** Until you have paid us all that you owe us, you hereby appoint us, and anyone of our designated officers or employees or agents, as your attorney-in-fact, with full power of substitution, to sign in your name any and all applications for certificate of ownership to secure our lien in the Vehicle, and any affidavits or the certificate of ownership to transfer and convey the title or our interest in the Vehicle.

**Other Terms.** If we agree to an extension of the due date for payment, agree to extend or defer payment(s) you owe us, accept money in amounts less than is due, or waive a right we have, our doing so will not be a waiver of any other right or later right to enforce the terms of this Agreement. • If any provision of this Agreement is held invalid, the remaining provisions will continue to be valid and enforceable. • You waive the right to presentment, protest, notice of dishonor and notice of protest. • If the DMV Filing Fee is more than the amount shown above, you will pay the difference to us upon demand. If it is less, we will refund the difference to you. • You must notify us in writing of any change of your name, address or employment within 30 days.

**Confidentiality.** We will abide by our Privacy Policy. We may report your payment experience with us to credit reporting agencies and others who may lawfully receive that information. By signing this Agreement, you waive the confidentiality under the provisions of California Vehicle Code Section 1808.21 and authorize us to obtain from the California Department of Motor Vehicles your current residence address, and obtain a credit report, until we are paid in full. Notwithstanding anything to the contrary in this Agreement or any related documents, upon the request of any law enforcement officer, we may disclose any information we have about you, and you hereby consent to such disclosure.

**Governing Law.** This loan is governed by California law. This loan is not subject to California's usury limit, Cal. Const. art. XV, Section 1. If the Total Loan Amount is a bona fide principal amount of more than \$2,500, this loan is not subject to the rate limitations in the California Finance Lenders Law. This loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code.

**Disclosures/Estimates.** We have disclosed the annual percentage rate and other information required under the Truth in Lending Act on the front page of this document using a computer program that calculates and determines this information. In the event either you or we discover any error in calculation, you or we will inform the other party promptly upon discovery. If the APR actually charged to and paid by you is less than the APR that is disclosed in this Agreement, and you have already paid the principal in full your collateral, then any interest that would otherwise have been due from you and not previously paid will be waived. The actual APR charged to you (excluding any charges or fees not required to be disclosed in the APR, such as potential repossession fees, late fees and other default-related charges) will not exceed that which is disclosed in this Agreement, and any interest or other fee charged to you in error prior to our receipt of written notice of an error or other discrepancy which would cause the actual APR to have been underdisclosed shall be applied to principal, or, if the entire principal and accrued interest amount has already been paid, you will be entitled to a refund of one hundred twenty-five percent of any interest or other fee charged that is in excess of the APR disclosed (other than default fees or other charges not required to be included in the APR disclosure). This refund shall be the exclusive remedy to which the you will be entitled, to the maximum extent permitted by law. If, for any reason, we charge to or collect from you any amount that is in excess of the amount which is permitted by applicable law given the disclosures we provided, then such amount received by us shall be held by us in trust for you, and shall, at our option, be either (i) applied toward the principal balance of any outstanding loan you have with us, or any other obligation from you in our favor at the time such error is discovered, or (ii) refunded to you within thirty days following the date you give us written notification of the error or the date we first discover the error, whichever is earlier. However, if there is a dispute as to whether or not there was an overcharge, the refund will be paid to you within thirty days following final determination of such dispute through the arbitration or court procedure described elsewhere herein.

**FOR INFORMATION, CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.**

**Broker.** A broker has not performed any act in connection with the making of this loan unless the following box is checked:  Broker has participated Spanish Language Agreement. Alpha Omega has translation of this Agreement, including all addendums and all related disclosures, written in Spanish. We will provide a copy of this Spanish translation to your upon your request. In addition, if any part of the negotiation of the Agreement, addendum or any of the related disclosures, was conducted in Spanish, the Borrower acknowledges that Alpha Omega provided to Borrower a copy of the Spanish language translation of the Agreement, addendum and related disclosures prior to the Borrower signing or executing the English language version of such documents. The parties acknowledge that the English language documents are controlling and shall govern the relationship between the parties in the event of any legal action or proceeding between the parties.

**Translation of the previous paragraph in Spanish:**

Alpha Omega tiene una copia del Acuerdo, el contrato y todo otro documento relacionado, que a sido traducido al Espanol. Le proveremos una copia de esta traduccion a su peticion. Tambien, si alguna parte de la negociacion de este contrato o el acuerdo, o cualquier otro documento relacionado, fue conducido en Espanol, el acreedor reconoce que Alpha Omega le he proporcionado al Acreedor una copia de la traduccion del Acuerdo, contrato y cualquier otro documento relacionado, antes de que el Acreedor haga firmado o ejecutado cualquier documento del mismo escrito en Ingles. Los participantes interesados aqui reconocen que los documentos escritos en el idioma de Ingles son los que controlan y gobierna la relacion y el acuerdo entre los interesados, en el evento de cualquier procedimiento o acion legal.

**ALTERNATIVE DISPUTE RESOLUTION. This Agreement incorporates an alternative dispute resolution provision. Please read the Alternative Dispute Resolution Agreement carefully. You will waive important rights by entering into the Alternative Dispute Resolution Agreement.**

Any individual dispute (not class actions) arising from or related to this Agreement shall be resolved by binding arbitration as set forth in the Alternative Dispute Resolution Agreement attached hereto and made a part hereof by reference, unless you specifically elect to reject such provisions upon execution of this Agreement or in writing within 30 days after the date of this Agreement. THIS MEANS THAT, TO THE EXTENT PERMITTED BY LAW, BY CHOOSING ARBITRATION OR JUDICIAL REFERENCE, YOU WILL GIVE UP YOUR RIGHT TO HAVE ANY DISPUTE BETWEEN US DECIDED BY A TRIAL BY THE COURT OR A JURY.

Mindful of the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or relate to any aspect of this Agreement, and regardless of which method of alternative dispute resolution the Borrower has chosen herein. In the event of any controversy, claim or dispute arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement or any part or aspect of it, including determination of the scope, applicability or enforcement of this Agreement or any part or aspect of it (a "Dispute"), the parties shall first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules. This is a condition precedent to initiating any litigation, arbitration or judicial reference proceeding or any other dispute resolution procedure. Notwithstanding the foregoing, until an arbitration or judicial reference proceeding is commenced, we can still repossess your vehicle and dispose of it according to applicable law if you do not honor your agreement and you or we may seek provisional remedies from a court. Further, this provision shall not apply to any action filed in Small Claims Court.

This is a High-Cost Loan. The interest rate is very high; much higher than interest rates you may receive from banks, credit cards, family, friends, a credit union or your employer. We encourage you to seek a loan from any of these sources, or any other source, before accepting a loan from us, because you will save money if you can find a loan from these sources which bears interest at a lower rate. If you still decide to accept a loan from us, we encourage you to pay it off as soon as you can, even if that means taking out a loan somewhere else at a lower interest rate (there is no prepayment penalty).

We also strongly encourage you not to request a loan from us, or accept a loan from us, unless it is very important, and not for avoidable expenses such as a vacation, gambling, investments or the like. A high-cost loan like the one provided in this Agreement should only be used to satisfy an immediate and imminent need. If you have any questions or concerns about this loan, or about the availability of an alternative loan from somewhere else, or whether you even should take out any loan, you should consult your attorney, accountant, financial advisor, clergy person, family, friends or a consumer credit counseling

You can find a referral to a non-profit consumer credit counseling agency at <http://www.debtadvice.org/takethefirststep/locator.html> (note: we are not in any way affiliated with this organization and take no responsibility for any action or inaction by them). There are many such consumer credit counseling agencies that can be found with a Google search, or in your local phone book, or at your local chamber of commerce.

You acknowledge that you have read and received a signed copy of this Agreement. You acknowledge that you have read and understand the ALTERNATE DISPUTE RESOLUTION PROVISIONS above and in the attached Alternative Dispute Resolution Agreement.

Borrower Signature X \_\_\_\_\_ Date: 9/25/2014

Calvin Brazier

Co-Borrower's Signature X \_\_\_\_\_ Date: 9/25/2014

Lender Signature: By: \_\_\_\_\_ Date: 9/25/2014

Name:

Title:

Unless you are borrowing money for business or commercial purposes, the following notice applies if the loan is being used in whole or in part to purchase the Vehicle:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

BY SIGNING THIS CONTRACT OR AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIVING A COMPLETELY FILLED-IN CONTRACT OR AGREEMENT IN SPANISH BEFORE SIGNING THE ENGLISH-LANGUAGE CONTRACT OR AGREEMENT.

MEDIANTE SU FIRMA MAS ABAJO, EL CLIENTE RECONOCE HABER RECIBIDO UN CONTRATO O ACUERDO COMPLETAMENTE LLENDO EN ESPANOL. ANTES DE FIRMAR EL CONTRATO O ACUERDO EN INGLES.

## ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

**This Alternative Dispute Resolution Agreement significantly affects your rights in any dispute with us, and it contains a class action waiver. Your choice may result in having disputes resolved without a jury.**

**Please read this Alternative Dispute Resolution Agreement carefully before you sign it.**

1. YOU MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION OR JUDICIAL REFERENCE AND NOT IN COURT.
2. IF A DISPUTE IS ARBITRATED OR RESOLVED BY JUDICIAL REFERENCE, THE MATTER MAY BE RESOLVED BY AN ARBITRATOR OR JUDICIAL REFEREE RATHER THAN A JUDGE AND JURY.
3. IF A DISPUTE IS ARBITRATED OR RESOLVED BY JUDICIAL REFERENCE, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US. BY ACCEPTING THIS ALTERNATIVE DISPUTE RESOLUTION AGREEMENT, TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER, AND YOU AGREE NOT TO BRING ANY ACTION AGAINST US AS A CLASS CLAIM.
4. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT IN COURT. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN JUDICIAL REFERENCE MAY BE MORE LIMITED THAN IN A TRADITIONAL LAWSUIT IN COURT.
5. OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION OR JUDICIAL REFERENCE.
6. UNTIL AN ARBITRATION OR JUDICIAL REFERENCE PROCEEDING IS COMMENCED, WE CAN STILL REPOSSESS YOUR VEHICLE AND DISPOSE OF IT ACCORDING TO APPLICABLE LAW IF YOU DO NOT HONOR YOUR AGREEMENT AND YOU OR WE MAY SEEK PROVISIONAL REMEDIES FROM A COURT.

In this Alternative Dispute Resolution Agreement, "you" and "your" refer to the Borrower(s) signing below, and "we", "us" and "our" refer to the Lender signing below. This Alternative Dispute Resolution Agreement is, by this reference, incorporated into and becomes a part of the Statement of Loan, Federal Disclosures and Promissory Note and Security Agreement ("Agreement") between you and us signed on the date below. You have the choice to choose whether disputes will be resolved by arbitration, judicial reference or by jury trial in the court.

Any claim or dispute, whether in contract, tort or otherwise (including without limitation the interpretation and scope of this clause and the arbitrability of any issue or of the enforceability of this Agreement), between you and us or our employees, agents, successors or assigns, which directly or indirectly arises out of or relates in any manner to the Agreement or any resulting transaction or relationship (including without limitation any such relationship with third parties who do not sign this contract and any transactions contemplated herein) shall be resolved by neutral, binding arbitration or judicial reference, as set forth below just above our signatures, and not by a court action, unless this Alternative Dispute Resolution Agreement is rejected by you below, or in writing within thirty days after the date hereof.





ADDENDUM 1 TO  
STATEMENT OF LOAN, FEDERAL DISCLOSURE,  
SECURITY AGREEMENT AND PROMISSORY NOTE DATED 9/25/2014.

This Addendum is entered into between the undersigned Borrower(s) and Alpha Omega ("Lender"), in connection with that certain Statement of Loan, Federal Disclosure, Security Agreement and Promissory Note dated the date set forth above (the "Loan Agreement").

Borrower(s) agree that if any payment is not made on the date due, the vehicle in which the Borrower granted a security interest to Lender will be REPOSSESSED.

Borrower(s) are aware that, and agree to and authorize the installation of, one or more payment protection and tracking devices that are installed in the vehicle. Borrower(s) are aware that there is no charge for this system however if the systems are not returned or returned broken the Borrower(s) are subject to a charge of Five Hundred Dollars (\$500). This device will stop the vehicle from starting if payment is not received as agreed. Borrower(s) further agree if Lender must travel to the vehicle to reactivate the device due to non-payment, Borrower(s) are subject to a \$50.00 service charge. Borrower(s) further agree that tampering with these devices shall be considered a material breach of the Loan Agreement and Borrower(s) will be considered in Default of the Loan Agreement with all sums immediately due and payable.

Borrower(s) further agree for the entire duration of the loan, Borrower(s) will maintain full coverage insurance on the secured vehicle including comprehensive and collision, and notify the Borrower(s) insurance agent and/or broker to name Alpha Omega as an additional insured lien holder.

If insurance coverage should lapse or be cancelled for any reason whatsoever, this is a material breach of the Loan Agreement and Borrower(s) will be considered in Default. In this event, the vehicle will be repossessed immediately. In this event, Lender will not release the vehicle to Borrower(s) unless and until the Borrower(s) have provided proof of insurance, and prepayment of the insurance premium for a period of not less than six months. This provision shall not limit Lender's rights and remedies under the Loan Agreement, including to declare the principal balance and all other interest, charges and fees to be due and payable immediately, and to sell the vehicle as permitted in the Loan Agreement.

Borrower agrees that as a condition to entering into the Loan, if Borrower has not already provided a spare key (including any device or "clicker" necessary to turn off any car alarm on the Vehicle) to Lender, Borrower will provide to Lender a spare key and device or "clicker," if applicable, within five business days of the date of this Agreement. If Lender does not receive such spare key, it will be a default under the Loan Agreement, and Lender may at its option take any action permitted under the Agreement upon default, as well as obtain a spare key and such device from the manufacturer and add the cost of such spare key and device to the Principal balance. Lender will return any spare key and device Lender receives to Borrower upon payoff of the Loan in full. Borrower(s) further agree that Lender as the lien Holder may get a copy of the vehicle's key and/or remote opening device from the manufacturer, the dealer or a locksmith for the purpose of recovery of said vehicle. The cost of obtaining such key shall be added to the Principal Balance of the loan.

By signing this Agreement Borrower(s) authorize Alpha Omega to obtain a credit report on the Borrower(s) at any time. Should Borrower(s) not make his, her or their payments as promised in the Loan Agreement, Lender may report negative information to a credit reporting agency.

In the event of a Default under the Loan Agreement, Borrower(s) will also be required to pay our administrative fees and charges relating to the repossession of the vehicle, its preparation for sale and the actual sale of the vehicle. These fees and charges include any of the following, to the extent they apply, and then only to the maximum extent permitted by law: (i) a repossession fee of up to \$500 for loans less than \$5000, or for loans of \$5000 or more the charge may be higher, (ii) a fee equal to \$500 for selling the vehicle, (iii) reimbursement of the Lender's actual out-of-pocket cost for advertising the vehicle for sale, if the Lender chooses to so advertise (it has no obligation to do so, however), (iv) reimbursement of any fee charged to Lender by an auction house to sell the vehicle, (v) reimbursement of any commission paid to a salesperson employed by Lender or its affiliates for selling the vehicle, (vi) the cost of preparing the vehicle for sale, including detailing, any repairs or alterations required to make the vehicle safe and/or marketable, (vii) transportation charges to Lender's facility, and from Lender's facility to any auction facility, (viii) any towing charges incurred by Lender, (ix) storage fees equal to the maximum amount permitted by law (but not to exceed \$20 per day, \$40 per day for loans of \$5000 or more), and (x) reimbursement of any fees required to be paid by Lender to any governmental agency relating to the vehicle, including impound fees, unpaid parking citations or other fees, unpaid DMV fees or any other government fees.

Typographical Errors. From time to time, it is possible that we may discover that we inadvertently made a typographical error in the agreement. To the extent permitted by law, you agree that we may correct any error in disclosure or other text that may be required by law, by sending a notice to you with the correct information. The amendment to the agreement set forth in the notice shall be effective unless you send us written notice within thirty days from your receipt of the notice that you do not accept any change, disclosure or other information in the notice. If you do not accept such change, disclosure or other information, then, to the extent permitted by applicable law, we may require you to close your account with us.

I have received a copy of this Addendum, and have carefully read and understand each of the terms and provisions of the Loan Agreement. I have had the opportunity to ask all questions that I have, and all such questions have been answered fully and to my complete satisfaction.

Dated 9/25/2014.

BORROWER(S):

LENDER:

Alpha Omega

Borrower Name: Calvin Brazier

By: \_\_\_\_\_  
Authorized Representative

Co-Borrower Name: \_\_\_\_\_

**IMPORTANT NOTICE CONCERNING OUR PRIVACY POLICY  
A GUIDE TO HOW WE COLLECT, USE AND PROTECT CUSTOMER INFORMATION**

At Alpha Omega maintaining our customers' trust and confidence is a high priority. That's why we want you to understand how we protect your privacy when we collect and use information about you, and the measures we take to safe guard that information. The provisions of this Notice will apply to former customers as well as current customers.

**HOW WE COLLECT CUSTOMER INFORMATION AND THE TYPES OF INFORMATION WE COLLECT**

We obtain these types of customer information from a number of sources such as:

- Information we receive from you on Applications or other forms, such as your name, address, social security number, And telephone number;
- Information we receive from other on your behalf on Applications, forms and other means, such as assets, income and liabilities;
- Information about your transactions with us or non-affiliated third parties such as your account balance, payment history, and account activity;
- Information we receive from a Consumer Reporting Agency, such as your credit bureau reports and other information relating to your credit worthiness ;
- Information from outside sources such as motor vehicle dealers; employers and other involving vehicle financing information, employment status, and verification of information.

**PROTECTING CUSTOMER INFORMATION AND PARTIES TO WHOM WE DISCLOSE CUSTOMER INFORMATION**

Protecting customer information is important to us. We use polices, procedures and systems to maintain the accuracy of customer information and to protect from improper use or loss. Only those persons who need it to perform their job responsibilities in order to effect, administer or enforce a customer's account are authorized to have access to customer information, We provide training and communication programs to educate our personnel about the meaning and requirements of this privacy policy. In addition, we maintain physical, electronic and procedural security measures that comply with State and Federal regulations to safe guard your information, We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted or required by law.

**BORROWER Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Co BORROWER Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_

**HOW WE USE YOUR INFORMATION**

The information we maintain about your relationship helps us identify you and helps prevent unauthorized persons from accessing your information. We use your information to help administer your account. We do not disclose your information to any affiliates, non-affiliated third parties or unrelated companies except as to the administration of your personal account. We do not disclose any of your information to be used on mailing lists or telemarketing for promotional offers.

**FORMER CUSTOMERS**

If your account becomes paid, inactive or is closed for any reason, we will continue to treat and safe guard your information as described in this Notice

**CONCLUSION**

We will attempt to keep your customer files complete, up to date and accurate. We will tell our customers how and where to conveniently access their account information (except when we're prohibited to do so by law) and how to notify us about errors which we will promptly correct.

For purposes of credit reporting, verification and risk management, we will exchange information about our customers with reputable We will attempt to keep your customer files complete, up to date and accurate. We will tell our customers how and where to conveniently access their account information (except when we're prohibited to do so by law) and how to notify us about errors which we will promptly correct.

**QUESTIONS?**

Should you have any questions about this Notice feel free to contact us at: Tel; Or E-mail at

**X** \_\_\_\_\_ **Borrower Signature**                      \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**

**X** \_\_\_\_\_ **Co- Borrower Signature**                      \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Date**



Statement for loan application

By signing below, I certify that all information I supplied on and in addition to this Application (collectively "Application") is true and correct and I confirm that I have read and agree to all of the terms of this Application. I authorize Alpha Omega, to verify its truthfulness. I expressly authorize Alpha Omega, to contact any person identified on this Application during its underwriting process and when servicing my loan and to leave messages. I represent and warrant that I am not currently a debtor in any bankruptcy proceeding and that I do not intent to file a bankruptcy petition within 90 days of receiving my loan. Any false statement I make shall be sufficient basis for rejection of credit. Alpha Omega is authorized to get my consumer credit report and to check my credit and my employment history to determine my credit worthiness, if needed. This Application is Alpha Omega's property and it will not be returned. AS REQUIRED BY LAW, I AM HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF I FAIL TO FULLFILL THE TERMS OF MY CREDIT OBLIGATIONS. By providing my cell phone number, I expressly consent to receiving all types of calls and text messages on my cell phone, whether live or automated, from Alpha Omega, concerning my application and loan. Fox Title Loan will not charge you for such calls and text messages; however, your cell phone provider may.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Co Borrower Signature: \_\_\_\_\_ Date \_\_\_\_\_

Covered Borrower Identification Statement

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer. I AM NOT a dependent of such a member, I AM NOT the member's spouse, the member's child under the age of eighteen years old, I AM NOT an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date: 9/25/2014

To whom it may concern:

I, the undersigned, authorize you to answer any questions that Alpha Omega may ask about me as part of the relationship I have or am about to enter into with them. I have provided your contact information so they can contact you to obtain the information they need. Thank you for providing Alpha Omega with the information they request. Alpha Omega is hereby authorized to leave a message with you.

Last Name Brazier First Name Calvin Date 9/25/2014

Signature \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Date 9/25/2014

Co-Borrower Signature \_\_\_\_\_

This Notice Must Be Provided To Borrower before Accepting a Title Loan Application

Alpha Omega

**NOTICE TO BORROWER**

- 1) Your vehicles title will be pledged as security for the loan. If the loan is not repaid in full, including all finance charges and late fees, or any other charges applied to the loan, you may lose your vehicle.
  
- 2) We offer short term loans. Please read and understand the terms of the loan agreement before signing.
  
- 3) I got all the answers about the loan I needed.
  
- 4) I do understand that THIS TITLE LOAN IS OFFERED AT A HIGH INTEREST RATE (121.67% ANNUALLY / 10.14% MONTHLY).

Alpha Omega representative asks all borrower(s) to seek other alternative sources of financing if at all possible.

I have read the above notice to borrower and I understand that if I do not repay this loan, I may lose my automobile.

Last Name Brazier First Name Calvin Date 9/25/2014

Signature \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Date 9/25/2014

Co-Borrower Signature \_\_\_\_\_