SECONDARY MOTOR VEHICLE FINANCE AGREEMENT AND SECURITY AGREEMENT

LENDER:		Today's Date:	Contract #:			
		Maturity Date:				
Borrower: SS#		Co- Borrower:	Motor Vehicle:			
			Make:			
			Model:			
			Year:			
			VIN:			
			License:			
Disclosures Made in Compliance with Federal Truth in Lending <u>Itemization of Amount Financed</u>						
Disclosures made in Comphanice with rederal fruithin Lending <u>itemization of Amount Financed</u>						

FINANCE AMOUNT ANNUAL TOTAL OF PERCENTAGE CHARGE **FINANCED PAYMENTS** RATE The dollar amount The amount of The amount you will the credit will cost credit provided to The cost of your have paid after you you on your behalf credit at a yearly you have made all rate payments as scheduled

Security: you are giving a security interest in the above described motor vehicle.

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 required prepayment in full before the scheduled

date, and prepayment refunds and penalties.

Itemization of Amount Financed of:

Amount given to you directly:

Amount paid to others on your behalf:*

Amount paid for lien fees to Department of Motor Vehicles:

*To the extent permitted by law, we may retain or receive a portion of these amounts.

Payment Schedule:

FILING FEES:

Annual Secondary Motor Vehicle finance rate applicable to this transaction:

This Secondary Motor vehicle finance Agreement and Security agreement ("Agreement") is executed by and between BORROWER and LENDER on the date set forth above.

- 1. Promise to Pay. This is a loan for a period of 30 days. BORROWER promises to pay LENDER in immediately available United States currency, the TOTAL of payments shown above the LENDER's address when due in accordance with the payment schedule shown above until the Amount Financed together with accrued and unpaid finance charge has been fully repaid together with any costs incurred by LENDER in foreclosing upon its lien. All sums due hereunder shall be paid without prior demand, notice or claim of set off. BORROWER, without penalty, has the right to fully prepay the Amount Financed at any time prior to maturity. In the event of repayment, borrower shall be responsible to pay only the Amount Financed, plus the finance charge actually earned on a daily pro-rata basis.
- 2. Interest calculation; payment Applications. Interest under this agreement will be calculated on a simple interest basis and shall accrue at a daily rate of 1/360th the Annual Secondary motor Vehicle Finance rate disclosed above, multiplied by the unpaid balance (the Amount financed less the amount it has been reduced by payments) for each day that any amount remains due to LENDER. All payments shall be

applied first to accrued interest, then any costs due to LENDER other than the unpaid principal amount, and finally to the unpaid principal

3. Collateral. To secure the BORROWER's Obligations under this Agreement and any extensions or renewals thereof, BORROWER hereby grants to LENDER a security interest in the Motor Vehicle described above, all accessories and accessions to the Motor vehicle, and all proceeds related thereto, including all insurance all insurance proceeds or refunds of insurance premiums related to the Motor vehicle (all such property referred to as "Collateral"). BORROWER to reimburse LENDER, upon its request, for any costs incurred by LENDER in perfecting its lien or enforcing its rights against collateral.

Borrowers' I	nitials:
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- 4. Renewals. Unless the BORROWER has repaid all obligations under this Agreement in full, surrendered the Motor Vehicle, has been sent notice of LENDER's intention not to renew this Agreement, or has defaulted under this Agreement, this Agreement may be renewed for additional 30-day periods with the payment by Borrower of at least the outstanding accrued finance charge on or before the Maturity Date, as extended.
- 5. BORROWER's Representations and Warranties. BORROWER represents and warrants the BORROWER has the right to enter into this agreement, is at least 418 years of age, and understands that no credit insurance is offered with this Agreement. BORROWER represents and warrants the Motor Vehicle is not stolen, has no liens or encumbrances against it, that BORROWER will not attempt to transfer any interest in the Motor Vehicle until all obligations under this agreement have been paid in full, and that the Motor Vehicle will not be moved from BORROWER's state of residence. BORROWER further warrants that until such time all amounts due hereunder are fully repaid, BORROWER will not attempt to seek a duplicate title to the Motor Vehicle.
- 6. Events of Default. The following constitute the events of default under this Agreement: (a) BORROWER does not pay the full amount of any payment when due; (b) BORROWER fails to keep any of BORROWER's promises under this Agreement; or (c) any representation or information given to the LENDER by BORROWER is false or misleading. PURSUANT TO A.R.S. 13-1813(F), UNLAWFUL FAILURE TO RETURN A MOTOR VEHICLE SUBJECT TO A SECURITY INTEREST IS A CLASS 6 FELONY WHICH CARRIES A MAXIMUM PENALTY OF 2 YEARS IN PRISON (A.R.S. 13-702.01) AND A MAXIMUM FINE OF \$150,000 (A.R.S. 13-801 (A)).
- 7. LENDER's Rights in the Event of Default. Upon the occurrence of any event of default, the LENDER may at its option, and without notice or demand, do any one or more of the following: (a) declare the whole outstanding balance due under this Agreement due and payable at once and proceed to collect it; (b) foreclose upon its lien and liquidate any Collateral securing this Agreement according to law, including by using self-help repossession; (c) exercise all other rights, powers and remedies given by law, in the event of default, the interest shall continue to accrue until the Amount Financed, together with all accrued and unpaid interest and costs, is fully repaid. (e) BORROWER hereby authorizes LENDER to debit BORROWER's account by ACH, or charge BORROWER's Visa/Master or debit card full or partial payment. BORROWER authorizes the bank or lending institution to honor the credit card/debit card or ACH debit transaction. BORROWER understands the BORROWER's performance under this agreement is secured by Creditor's security interest in my Motor Vehicle.
- 8. Notices. Any notice the LENDER is required to provide under this Agreement or applicable law will be declared reasonable if sent to BORROWER at the address set forth above via regular mail.
- 9. General. (a) BORROWER will deposit a duplicate set of keys to the Motor Vehicle upon execution of this Agreement (b) BORROWER shall bear the entire risk of loss or damage to the Motor Vehicle while it is in BORROWER's possession and agrees to indemnify and hold LENDER harmless from any and all claims for property damages or personal injuries arising from the operation of the Motor Vehicle, including but not limited to, all judgments, attorney's fees, court fees, court costs and any incurred expenses; (c) if more than one BORROWER executes the Agreement; and (d) this Agreement constitutes the entire Agreement between parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by both parties.
- 10. Governing Law; Enforceability. This Agreement shall be construed, applied and governed by the laws of the State of Arizona, and specifically the Arizona Motor Vehicle Time Sales Disclosure Act (A.R.S. § 44-281, et seq.). The unenforceability or invalidity of any portion of this Agreement shall not render unenforceable or invalid the remaining portions hereof.
- 11. Arbitration and Waiver of Jury Trial and Limitation on Class Action Participation. BORROWER and any CO-BORROWER Agreement involve "commerce" under the Federal Arbitration Act ("FAA) (9 U.S.C. 1 et. Seq.). Any and all disputes, controversies or claims (collectively, "claims" or "claim"), whether preexisting, present or future, between the BORROWER and LENDER, or between BORROWER and any of LENDER's officers, directors, employees, agents, affiliates, or shareholders, arising out of or related to this agreement (including LENDER's right to seek a money judgment against BORROWER in the event of default, but excluding LENDER's right to seek possession of the Collateral in the event of default, by judicial or other process including self-help repossession) shall be decided by binding arbitration under FAA. Any and all claims subject to arbitration hereunder, asserted by any party, will be resolved by an arbitration proceeding, which shall be administered by the American Arbitration Association. However, in the event BORROWER initiates arbitration, BORROWER shall pay the first \$1250.00 of the filing fee required by the American Arbitration Association, and LENDER will pay the remaining amount of such fee, as well as any required deposit. In the event LENDER initiates arbitration, LENDER shall pay the entire amount of such filing fee and any required deposit. The parties agree to be responsible for their own expenses, including fees for attorneys, experts and witnesses. The parties agree to be bound by the decision of the arbitrator(s). any issue as to whether this Agreement is subject to arbitration shall be determined by the arbitrator. The arbitration shall take place, at the option of BORROWER, in either the county where this Agreement was executed, or in the county of the BORROWER's residence. This agreement to arbitrate will survive termination of this agreement.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGAT THROUGH A COURT AND TO HAVE A JUDGME OR JURY DECIDE THEIR CASE, BUT THEY CHOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. BINDING ARBITRATION MEANS NEITHER I NOR CREDITOR WILL HAVE THE RIGHT TO LITIGATE IN COURT OR TO HAVE A JURY TRIAL OR TO ENGAGE IN PRETRIAL DISCOVERY EXCEPT AS MAY BE PROVIDED IN THE APPLICABLE CODE OF PROCEDURE OF AAA. THE ARBITRATOR'S DESCICION WILL GENERALLY BE FINAL AND BINDING OTHER RIGHTS THAT WOULD BE AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE

ARBITRATED ON A CLASS ACTION BASIS AN ARBITRATION HELD PURSUANT TO THIS AGREEMENT CAN DECIDE ONLY CLAIMS MADE PURSUANT TO THIS AGREEMENT, AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PARTIES WHO MAY HAVE SIMILAR CLAIMS.

Your title and Lien release will be mailed to you within 10 business days after the loan has been paid in Full.

Co-Borrower

The Title will be mailed to the address on the Vehicle Title.

Borrower

If you would like to have the Title mailed within 5 business days of the loan payoff, there will be a \$250.00 expediting fee.

If you would like to have the title mailed within 1 business day of the loan payoff, there will be a \$500.00 expediting fee.
All expediting fees must be Paid in Full at the time the expedited service is requested.
Borrower's Initials:
IMPORTANT NOTICE REGARDING CUSTOMER PRIVACY
We collect non-public personal information about you from the following sources:
Information we receive from you on your applications or other forms; Information about your transactions with, our affiliates, or others; 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 our affiliates and nonaffiliated third parties working our behalf to provide products and services to you, to administer your account, or to collect any money or collateral due us. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard this non-public personal information.
LIABILTY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THIS TRANSACTION.
NOTICE TO BORROWER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. BY SIGNING BELOW BORROWER AND COBORROWER ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

LENDER By: Its Authorized Representative

REMINDER TO BORROWER

- 1. This is a loan for a period of 30 days. At the end of the loan, the amount that you borrow, plus a finance charge will be due. The finance charge will depend on the size of the loan, but it can be as high as 206.84% APR. Please review your loan agreement to determine the exact amount of the finance charge you will have to pay.
- 2. We encourage you to pay your debt on the maturity date listed on the contract. If you are unable to pay the entire amount due on the maturity date, interest charges will continue to accrue in full until the principle is repaid in full.
- 3. You should plan to pay your loan off as quickly as possible to avoid excess charges.
- 4. All interest due must be paid before any payment will be credited toward the reduction of principle.
- 5. Your automobile has been pledged as security for the loan. If the loan and finance charges are not repaid in full, you are subject to losing your automobile.
- 6. It is important to that you plan your finances so that you can repay your debt. If you choose to extend your loan, with each monthly payment you should try to reduce the principle amount by at least 25%. This means for each \$100 that you borrow; you should be prepared to pay at least \$25.00 in principle, plus the finance charges on the maturity date, any time you extend your loan for an additional period.
- 7. Please note this is a high interest loan. You should go to another source if you have the ability to borrow at a rate of interest below 206.84% APR.

I have read the above "Reminder"	to Borrower' and I understand its contents. I
have borrowed the sum of and I u	understand that at the end of my
loan, I am due to repay. I unders	tand that if I do not pay the
amount due that I am placing con-	tinued ownership of my vehicle at risk.
Borrower	Date

EMPLOYMENT VERIFICATION AUTHORIZATION

I hereby authorize my current and past employers to release information to Alpha Omega Consulting Group ("NCC") regarding my employment, including dates of hire and termination, pay/salary rates, pay dates, job position, supervisor name, and work schedule.

Sign Name:	Date:
Print Name:	
SSN:	
ТО ВЕ	E COMEPLETED BY EMPLOYER:
EMPLOYER NAME:	
EMPLOYER ADDRESS:	
DATES OF EMPLOYMENT	7:
PAY/SALARY RATE:	PAY DATES:
POSITION:	WORK SCHEDULE:
SUPERVISOR:	
Notes:	

Fax this form back to

ADDENDUM TO SECONDARY MOTOR VEHICLE FINANCE AGREEMENT AND SECURITY AGREEMENT

Borrower Name:							
Co-Borrower Name:							
Vehicle Information (the "Motor Vehicle"):							
Year: Model:							
Make: VIN:							
I acknowledge that I have read and understand the following:							
It is unlawful to fail to return a motor vehicle subject to a security interest within thirty days after receiving notice of a default.							
If an event of default should occur under the Secondary Motor Vehicle Finance Agreement and Security Agreement between you and Alpha Omega Consulting Group (the "Loan Agreement"), a notice of default may be mailed to your address listed on the the Loan Agreement. It is your responsibility to keep your listed address current.							
If you fail to to return the Motor Vehicle in the event of a default, you may be subject to criminal prosecution.							
Pursuant to A.R.S. § 13-1813, failure to return a motor vehicle subject to a security interest is a class 6 felony, punishable by two years in prison and a fine of \$150,000 and applicable sanctions.							
Borrower: Date:							
Co-Borrower: Date:							

Addendum to Sales Contract And Purchase Money Security Agreement

Name:	
Year	Model
Make	VIN#
I acknowledge that I have rea	d and understand the following:
It is unlawful to fail to return thirty days after receiving no	a motor vehicle subject to a security interest within ice of a default.
Agreement and Security Agreement Group (the "Loan Agreement	ccur under the Secondary Motor Vehicle Finance ement between you and Alpha Omega Consulting ''), a notice of default may be mailed to your address It is your responsibility to keep your listed address
If you fail to return the Motor to criminal prosecution.	Vehicle in the event of a default, you may be subject
- ,	failure to return a motor vehicle subject to a securit ishable by two years in prison and a fine of \$150,000
Buyer	Co-Buyer
Date:	

TITLE REDEMPTION FORM

mailed to me within 10 business days. The Title and Title. If you would like to have the Title mailed with	and acknowledge that the Title and Lien Release will be Lien Release will be mail to the address on the Vehicle in 5 business days of the loan payoff, there will be a Title mailed within one-business day of the loan payoff,
YEAR:	
MAKE:	
MODEL:	Place customer's I.D. here
VIN #:	
WAS KEY RETURNED (IF APPLICABLE) (Keys will ONLY be returned to the owners on the title)	
YES (Key was Returned)	NO (Key was not Returned)
	ER GIVEN A KEY ASE WILL BE MAILED WITHIN all at the time the expedited service is requested)
Please mail my title and lien release within 1	0 business days (No charge)
Please mail my title and lien release within 5	
☐ Please mail my title and lien release within o	ne business day (\$500.00 expediting fee)
Customer Signature:	Date:
CHECK ONE THE	N SIGN & DATE BELOW
REGULAR PAY OFF	DEALERSHIP PAY OFF
☐ REPOSSESSION REDEMPTION	COLLECTION REDEMPTION
Customer Signature:	Date:
Employee Signature:	Date:

THIS FORM MUST BE FILLED OUT COMPLETELY BY THE EMPLOYEE THAT IS DOING THE PAYOFF TRANSACTION. THE CUSTOMERS ID MUST BE ON THE COMPLETED COPIES.



POWER OF ATTORNEY

Vehicle Identification Numb	er	Make)		Body Style				
			•			•			
Attorney-In-Fact (individual or organization you wish to act for you in this matter)									
Mailing Address			City			State		Zip	
	ey-In-Fact above, to sign orse and transfer title th		nd documents required to secure the title, and further grant vehicle described above.						
Buyer/Seller/Owner Name		Driver License Number			Date of Birth				
Mailing Address				City State Zip					
Signature									
	te Notary of MVD agent signatures								
	Date	County		State	Commission Ex	pires			



TITLE AND REGISTRATION APPLICATION

48-1001 R01/	05 ww	w.azdot		Title and gistration	☐ Titl	e Only 🔲 🏻	Ouplicate Re	egistration Onl	ly Dismantle	Salvage
Plate Number	Plate	e Credit N	No. Credit Eff. [ate First Re	gistered	Reg. Eff. Dat	e Reg. Expiratio	n Date U	Jnit Number	Mobile Home W/L
Vehicle Identific	cation Num	nber				Make	Body Style	Year	Model	List Price
GVW	Fuel		Odometer Readi	ng (no tenths)	Odomete	er Codes	Vehicle Constructi	on		Trailer Plate Size
						В□С	Specially Const	ructed	Reconstructed	Full Size Small
Lien Amount			Lien Date		Additional lie	n or lienholders (attach another applicati	ion)		
Lienholder Driver License or EIN* Lienholder Name (if no lien, write NONE) Legal Status Or And And/Or							And/Or			
Mailing Address	S						City	<u> </u>	State	Zip
Lienholder Driv	er License	or EIN*	Additional Lien	nolder				Le	gal Status	
Mailing Address	s						City		Or And State	And/Or Zip
ŭ							J.,		Clair	
Owner Driver L	icense or I	EIN*	Owner Name (Fir	st, Middle Last, Suf	fix)					
Date of Birth			MVD Tax Accoun	t Numer (if applicab	ole)		(if "Or" , Sign Here)	>		
Street Address						City		State	Zip	County
Mailing Address	s (if differe	ent from a	bove			City State Zip County			County	
Owner Driver L	icense or I	EIN*	Owner Name (Fir	st, Middle Last, Suf	fix)					l
Date of Birth			MVD Tax Accoun	t Number (if applica	ıble)	Legal Status	(if "Or" , Sign Here)	•		
Street Address			l			City State Zip County				County
Mailing Address	s (if differe	ent from a	bove			City State Zip County			County	
Owner Driver L	icense or I	EIN*	Owner Name (Fir	st, Middle Last, Suf	fix) Addition	al owners (attac	h another application)		l	
Date of Birth			MVD Tax Accoun	t Number (if applica	ible)	Legal Status	(if "Or", Sign Here))		
Street Address						City	id Mand/Or	State	Zip	County
Mailing Address	s (if differe	ent from a	bove			City		State	Zip	County
Vehicle/Mobile Home Location					City		State	Zip	County	
Service Options * Date Vehicle Acquired					I consent to the release of personal driver license and vehicle record information to any individual or entity that makes proper request. (Consent					
applies to all owners.) I certify that the information above is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and										
understand the requirements of the legal status indicated above. I acknowledge that the odometer reading above is qualified by the seller and that it is not the responsibility of the Motor Vehicle Division to determine the accuracy of the odometer statement. I understand that vehicles registered for use in, or										
used to commute into, Air Quality Control Areas (including greater metro Phoenix and Tucson) may be subject to emission testing. All Owners Sign Here										
MVD Use	Cat		Canceled Plate Nur	nber/State/Agent		С	urrent Title Number	Sta	ate Date Title Is	ssued * See
REG	EIF	<u> </u>	☐ 1 ☐ 2 Plate	AQF	PST	PEN	LOP	SNO	DOR	Reverse
UTX	SPL	,	VLT	CRF	WGT	MCF	PRC		Total Fees	•

Odometer Reading Codes

- A The mileage stated reflects the actual mileage.
- B The mileage stated is in excess of the odometer's mechanical limits.
- C The odometer reading is not the actual mileage. WARNING ODOMETER DISCREPANCY

Legal Status

When ownership of the vehicle is in more than one name, the Legal Status box determines which signatures will be required to transfer ownership of the vehicle, license plates and/or fees, to apply for a refund, or to record loan information.

- Ownership is joint tenancy, with an expressed intent that either of the owners has full authority to transfer ownership, license plates and/or fees, or to record loan information. Names will appear on the title as in this example: JOHN DOE OR JOE ROSS Signature of either party will be accepted. Both signatures are not required. All owners involved must sign in the Legal Status box.
- Ownership is tenancy in common. Names will appear on the title as in this example: JOHN DOE AND JOE ROSS
 Signatures of both parties will be required. In the event of the death of either party, the interest of the deceased party must be handled by probate action, or by completing a Non-Probate Affidavit.
- AND/OR Ownership is joint tenancy with right of survivorship. Names will be on the title as in this example: JOHN DOE AND/OR JOE ROSS Signatures of both parties will be required, if both are living. Upon proof of death, the survivor may sign alone.

Driver License Number or EIN

You are required to provide your driver license number or MVD assigned Customer Number. If in the name of a company, provide your Federal Employer Identification Number (EIN) assigned by the Internal Revenue Service, or MVD assigned Customer Number.

Service Options

In the Service Options box, enter the number for each item that applies to you. Additional documentation may be required.

- 1 Alternative Fuel Vehicle is powered by liquefied petroleum gas (LPG, propane), natural gas (CNG/LNG), a blend of 70% alternative fuel and 30% petroleum-based fuel, hydrogen, solar or electric (excluding golf carts).
- 2. Tribal You are an enrolled member of a tribe and live on a reservation.
- VA Grant You received financial aid from the U.S. Department of Veterans Affairs to purchase your vehicle.
- VA Disability You are certified by the U.S. Department of Veterans Affairs to be 100% disabled and drawing compensation on that basis. The
 exemption also applies to the surviving spouse, until remarriage.
- 5. Widow You receive a widow, widower or totally disabled person, property tax exemption from your county assessor.
- Military You are a nonresident military person.
- Non-Government Emergency Services You are a private provider of ambulance, fire fighter or rescue services, and your vehicle is used solely for emergency services.
- 8. Nonprofit You receive a non-profit, property tax exemption from your county assessor.
- School or Church You receive a non-profit school or church property tax exemption from your county assessor.
- 10. SSI You receive Supplemental Security Income disability payments from the federal government. This is not regular Social Security disability benefits.
- 11 Leased School Bus Vehicle is a bus leased by a school district.
- 12. Health Officer You are a public health commissioned officer assigned to a government clinic or medical center.
- Noncommercial Vehicle will be registered in a company name, but will not be maintained and operated in the furtherance of a commercial enterprise (excluding any vehicle over 3/4 ton).
 - Commercial Use / Motor Carrier Options -
- 14. One-Way Hauling At least 45% of the vehicle mileage during the registration year is traveled without a load.
- 15. Route Truck Vehicle weighs more than 26,000 lbs and begins and ends a trip at the same point without adding to the load. At the midway point, the load must be less than 45% of the full load capacity of the vehicle.
- Agricultural Products Vehicle is used only for transporting agricultural products, such as crops, machinery, supplies or livestock used or produced in farming operations. The products, crops or livestock must be unmanufactured or unprocessed.
- 17. For Hire Vehicle is 12,000 lbs or less and you receive compensation for transporting people or property.
- 18. Farm Vehicle Vehicle is used in commercial farming or stock raising by the farmer, family member or an employee.
- 19. Motion Picture Production Vehicle is used in the production of motion pictures, commercials or films.
- Limited Mileage I Vehicle weighs more than 26,000 lbs and is driven less than 2,000 miles each year.
- 21. Limited Mileage II Vehicle weighs more than 26,000 lbs and is driven 2,000 or more miles, but less than 4,000 miles each year.

Vehicle License Tax Distribution