

# VIRGINIA PAYDAY LOAN AGREEMENT

In this Payday Loan Agreement, the words 'I', 'you' and 'your', mean the Borrower and all who signed as borrower. The words 'we', 'us', and 'our' mean the Lender listed on this Agreement."

Borrower's Name	TIFFANY JONES	Creditor	Alpha Omega Consulting Group	SSN	XXX-XX-6799
Address	155 WINDWARD WAY TESTCITY, TN 37221	Address	716 Vauxhall Drive Nashville TN 37221	Contract No:	CA100
				Date Made	3/3/2009

## FEDERAL TRUTH-IN-LENDING

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
<i>The cost of your credit as a yearly rate</i>	<i>The dollar amount the credit will cost you</i>	<i>The amount of credit provided to you or on your behalf</i>	<i>The amount you will have paid after all scheduled payments are made</i>
<b>391.07%</b>	<b>\$30.00</b>	<b>\$200.00</b>	<b>\$230.00</b>

Your payment schedule will be 1 payment in the amount of **\$230.00** due on **3/17/2009**

**SECURITY:** Your 123 is security for this loan.

**LATE CHARGE:** If you don't pay the entire balance due on or by the Due Date of the loan, interest will begin to accrue on the unpaid balance at the rate of 6% per annum and will continue until the full unpaid balance is paid and additional charges are paid in full. All payments received will be applied first to any returned check charges, then accrued interest charges, then to the unpaid principal balance of your loan.

**PREPAYMENT:** If you pay off early, you may be entitled to a refund of part of the Finance Charge. See the rest of the loan agreement for any additional information about nonpayment, default, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED OF \$200.00

PRINCIPAL AMOUNT OF LOAN \$200.00

AMOUNT GIVEN TO YOU DIRECTLY \$200.00

AMOUNT OF CHECK \$230.00

**AGREEMENT:** You promise to pay to us the amount set out above as the Total of Payments in accordance with the above Payment Schedule. We (a) hereby give you \$200.00 in cash or check, and (b) will not present the check for payment until the Due Date as set out above. If you have not redeemed the check on or before the due date, we are authorized to deposit the check to satisfy the obligation.

**TRUTH OF APPLICATION:** You certify that the information stated on this loan agreement is true and correct. You also warrant and represent that you are not a debtor under any proceeding in bankruptcy, insolvency, or reorganization and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You understand we are relying upon the application and this loan agreement. You authorize us to verify any information by the use of a credit report.

**METHOD OF PAYMENT:** your personal check in the amount of the Total of Payments stated in our disclosures will be held by us until the Due Date as security for this loan. If you have not paid us in cash or by other good funds instrument in the amount of the Total of Payments on or before the Due Date, you Agree that we may deposit this check. If payment is made prior to the deposit of your personal check we will return the check to you at the time we receive payment.

**TIME :** It is essential that you make your payment on time and keep all your promises under this loan agreement.

**RETURNED CHECK CHARGE:** If your check is returned unpaid for any reason by your financial institution a \$40.00 fee will be applied to your account.

**CANCELLATION:** You have the right to cancel this loan transaction at any time before the close of business on the next business day following the date of this transaction by paying to Lender/licensee, in the form of cash or other good funds instrument, the amount advanced to you.

**PREPAYMENT:** You have the right to prepay this loan prior to maturity by paying the Lender/Licensee the principal amount advanced and any accrued and unpaid fees. If you prepay this loan in full, you shall be responsible for the pro-rata portion of the total interest and fees based upon the number of days that have elapsed between the loan disbursement date and the date of prepayment. You may make partial prepayments of this loan in increments of not less than five (\$5) at any time without charge. If you make partial prepayments you shall only be responsible for the pro-rata portion of the initial interest and fees based upon the time and amount of such partial prepayments.

**LOAN FEE:** You agree to pay a loan fee of 0.00% of the Amount Financed.

**VERIFICATION FEE:** Your loan was assessed a \$5.00 verification fee.

**INTEREST RATE:** Your loan has a simple annual interest rate of 365.00%.

**DEFAULT:** You will be in default under this agreement if: (a) you stop payment on the check or otherwise fail to pay the Total of Payments on or before the Due Date stated on this loan agreement, or (b) you provide false or misleading information about yourself, your employment or your financial condition prior to entering this loan agreement.

\_\_\_ (initial here) I acknowledge that I have received copies of the 'Borrower Rights and Responsibilities' pamphlet and the 'Payday Warning' notice. By signing this Agreement you acknowledge that this agreement was filled in before you signed and that you have received a completed copy. You further acknowledge that you have read it, understand it and that you agree to all of its terms. I, the Presenter and Borrower shown above, here attest the check being presented for this loan is drawn on legitimate, open and active account, the check is not altered, forged, stolen, or obtained through fraudulent or illegal means, and that it is not negotiated without proper legal authority and does not represent the proceeds of illegal activity.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lender's Authorized Agent

\_\_\_\_\_  
Date

**Alpha Omega Consulting Group**  
**AGREEMENT TO ARBITRATE DISPUTES**

PLEASE READ THIS PROVISION CAREFULLY. By signing below and to induce us to process and consider your application for a loan, you and we agree to resolve any and all "disputes" between you and our servicers, agents, directors, officers, employees or us, regardless of when the dispute arose, by mandatory arbitration, according to the terms of this Agreement to Arbitrate Disputes ("Agreement"). As a limited exception, you and we each retain the right to resolve any dispute in a Virginia General District Court, but only such disputes that are within the jurisdiction of such courts.

In this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, any claim, controversy or dispute brought under any law that in any way relates to or concerns this Agreement or the Loan Agreement, or that arises out of your application, the collection of loan, or any other provision of services or products, including any claims for monetary damages and/or equitable or injunctive relief.

Disputes shall be submitted to final, binding arbitration by the National Arbitration Forum ("NAF") under its Code of Procedure. NAF rules and forms are available (a) by mail to National Arbitration Forum P.O. Box 50191, Minneapolis, MN 55405, (b) by calling the NAF at 1-800-474-2371 or (c) at the NAF website, www.arb-forum.com. Disputes must be filed either in-person at the NAF Office, by mail or on the internet. We will pay all NAF filing, administration and arbitrator fees, unless your dispute is so improper as to be subject to sanctions under Federal Rule of Civil Procedure 11(b). If the arbitrator awards you the amount of your demand or more, we will reimburse you for your reasonable attorneys' fees and expenses incurred in bringing the dispute to arbitration. Any arbitration hearing, if one is held, will take place at a location near your residence.

You and we acknowledge that this Agreement affects interstate commerce and that the Federal Arbitration Act (9 U.S.C. §§ 1-16) and federal arbitration law apply to arbitrations under this Agreement (despite the choice of law provision). Judgment on the award may be entered in any court having jurisdiction. The arbitration provisions of this Agreement shall survive the closing and repayment of your transactions. All statute of limitations that are applicable to any dispute shall apply to any arbitration between you and us. This Agreement shall be governed by and construed in accordance with Virginia law. Except as expressly provided otherwise, the provisions of this Agreement shall be severable.

NOTICE: EXCEPT AS NOTED ABOVE, YOU AND WE HAVE AGREED NOT LITIGATE DISPUTES IN COURT BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION. **Borrower Initials** \_\_\_\_\_

CLASS ACTION WAIVER. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING DISPUTES AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. Notwithstanding anything to the contrary, if a court or arbitrator determines in a dispute between you and us that your waiver of any ability to participate in class or representative actions is unenforceable under applicable law, this Agreement will not apply, and you and we agree that such disputes will be resolved by a court of appropriate jurisdiction, other than a small claims court. **Borrower Initials** \_\_\_\_\_

JURY TRIAL WAIVER. WHETHER ANY DISPUTE IS IN ARBITRATION OR IN COURT, YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY DISPUTES BETWEEN YOU AND US. **Borrower Initials** \_\_\_\_\_

\_\_\_\_\_  
Borrower Date Lender's Authorized Agent Date