

E-Sign Act Disclosure and Consent Agreement

The following disclosure and consent agreement is required under The Electronic Signatures in Global and National Commerce Act ("E-Sign Act").

E-Sign Consent and Disclosure:

This E-Sign Disclosure and Consent Agreement ("Agreement") applies to all communications between the signator (s) below ("Borrower") and Athas Capital Group, Inc., its successors and/or assigns ("Lender"). By signing this Agreement Borrower is hereby consenting to receive any communication that Borrower would otherwise receive from Lender through the mail including but not limited to notices, changes on terms, conditions, decisions on your loan, legal and regulatory disclosures, privacy policies/notices, notices regarding servicing of your loan and all other information and documents electronically that are related to the Borrower's loan transaction including all communication that are not otherwise governed by the terms and conditions of an electronic disclosure and consent under the E-Sign Act.

Method of Providing Communications in Electronic Form:

All Communications that Lender provides to Borrower in electronic form will be provided either (1) via e-mail, (2) by access to a web site that lender designate in an e-mail notice Lender will send to Borrower at the time the information is available, or (3) to the extent permissible by law, by access to a web site that Lender will generally designate in advance for such purpose.

How to Withdraw Consent:

Borrower may withdraw your consent to receive communications in electronic form by contacting lender at the contact information provided at the bottom of this Agreement. At lender's option, Lender may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Lender will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after Lender has a reasonable period of time to process your withdrawal.

If Borrower withdraws consent Lender will provide all communication to you through the mail such as, but not limited to, notices, changes on terms, conditions, decisions on your loan, legal and regulatory disclosures, privacy policies/notices, notices regarding servicing of your loan and all other information and documents electronically that are related to the Borrower's loan transaction including all communication that are not otherwise governed by the terms and conditions of an electronic disclosure and consent under the E-Sign Act.

How to Update Records:

It is the Borrower responsibility to provide Lender with true, accurate and complete e-mail address and to maintain and update promptly any changes in this information. You can update information by providing the information at the contact information provided at the bottom of this Agreement.

Hardware and Software Requirements:

Communications that Lender make available to Borrower, Borrower must have:

- an Internet browser that supports 128 bit encryption;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic communications programs;
- a personal computer or other device that is capable of accessing the Internet capable of receiving, accessing, displaying, and either printing or storing communications received from Lender in electronic form via a plain text-formatted e-mail.
- Software which permits you to receive, access, print and save Portable Document "PDF", such as Adobe Acrobat Reader.

Requesting Paper Copies:

Lender will not send Borrower a paper copy of any communication, unless Borrower request it or Lender otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that Lender mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, contact Lender at the contact information provided at the bottom of this Agreement. Lender reserves the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized Lender to provide electronically.

Communications in Writing:

All communications in either electronic or paper format from Lender to Borrower will be considered "in writing." You should print or download for your records a copy of this disclosure and any other communication that is important to you.

Termination/ Changes:

Lender reserves the right, in Lender's sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which Lender provides electronic communications. Lender will provide you with notice of any such termination or change as required by law.

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Consent:

By signing below Borrower is agreeing to the terms of an account requiring electronic signature, e-statements, or e-notifications you hereby give your affirmative consent to provide electronic communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you. By giving your consent Borrower can greatly reduce the length of time on federally mandated waiting periods and significantly increase the efficiency and time of the communication process between Borrower and Lender

Borrower Printed Name

Borrower Signature and Date

Borrower Email Address

Co-Borrower Printed Name

Co-Borrower Signature and Date

Co-Borrower Email Address

CONTACT INFORMATION FOR ATHAS CAPITAL GROUP, INC.

MAIL:

Athas Capital Group, Inc.
26901 Agoura Road, Ste #250, Calabasas, CA 91301
Attn: Compliance

Phone:

877.877.1477