

HOMEOWNER ACKNOWLEDGMENT AND CONSENT TO PROGRAM TERMS

The Homeowner Acknowledgment and Consent to Program Terms is executed by the undersigned (jointly and severally if more than one, "Owner") in favor of RENOVATION FUNDING GROUP, LLC, a Georgia limited liability company ("Company"). Owner certifies to Company and acknowledges and agrees as follows:

1. Owner is the fee simple owner of residential real property commonly known as _____, which is located in _____ County, Georgia (the "Property"), and desires to participate in the EquimaxitSM program (the "EquimaxitSM Program") offered by Company. Owner acknowledges and consents to all of the terms and conditions of the EquimaxitSM Program. Owner's true and correct social security number is set forth below.

2. Owner has entered into an agreement with _____ ("Realtor") to market and sell the Property, but is considering in connection with or anticipation of sale making the following repairs, remodeling or improvements to the Property (the "Project") using a contractor approved by Company for the EquimaxitSM Program: _____

3. In connection with the Project, and provided that Owner engages an approved contractor and all of Company's other underwriting criteria are satisfied, Owner desires to take advantage of financial accommodations available through Company under the EquimaxitSM Program, whereby Company purchases or otherwise acquires the account receivable owed by Owner to such approved contractor for the Project (the "Factor Transaction") for a sum and on other terms agreed by Company and such contractor. Owner consents to contractor placing a claim of lien against the Property pursuant to O.C.G.A. § 44-14-360 *et seq.* immediately upon execution of a construction agreement for the Project or at any time thereafter. In connection with the Factor Transaction, Owner consents to the contractor assigning, transferring, selling and conveying to Company its right to payment for the Project, together with all mechanic's, materialman's and other lien rights that such contractor may now or hereafter have against the Property, whether such lien rights arise by statute, contract or otherwise; *provided*, however, that Company will have no obligation or liability whatsoever under any construction agreement between Owner and the contractor for the Project, including without limitation no obligation to perform or provide the labor and materials necessary to complete the Project, and Company does not give any warranty, express or implied, in connection with the Project, including without limitation warranties with respect to any materials, appliances, equipment or other goods of the merchantability thereof or the fitness thereof for any particular purpose.

4. Notwithstanding any discount obtained by Company from the contractor in connection with the Factor Transaction, Owner is required to pay Company or its assignee in full for the Project in immediately available funds, without interest, upon the earlier of (a) the date Owner sells the Property, with such sum to be paid at closing from the sale proceeds, or (b) six (6) months after the date Owner and such contractor enter into a construction agreement for the Project. If Owner fails to pay Company in full when due, interest on the unpaid principal balance shall accrue at the rate of fifteen percent (15.0%) per annum commencing on the earlier of the date of such closing or six month anniversary calculated on a simple interest basis over a 365-day year. In the event that any sum due from Owner for the Project is collected by or through an attorney-at-law, Owner agrees to pay all costs of collection including, but not limited to, fifteen percent (15%) of the entire unpaid balance as attorneys' fees. Time is of the essence of this Homeowner Acknowledgment and Consent to Program Terms.

5. Owner will, upon completion of the Project, execute and deliver a certificate of acceptance that will be deemed to mean that Owner has accepted the Project in full and without dispute, claim or setoff of any kind or nature. Company shall be permitted to rely upon any such certificate of acceptance as a material inducement for entering into the Factor Transaction.

6. Owner consents to release of all information needed to check Owner's credit history and banking information, including but not limited to obtaining consumer credit reports on the undersigned. Owner authorizes Company or its designee to obtain credit reports on Owner in connection with determining whether to enter into the Factor Transaction and knowingly consents to the use of such report in any manner consistent with the Fair Credit Reporting Act as contained in 15 U.S.C. § 1681, et seq. Owner agrees to hold Company harmless from any and all losses and damages related to information herein solicited or disseminated by Company.

IN WITNESS WHEREOF, the undersigned have executed under seal this Homeowner Acknowledgment and Consent to Program Terms this _____, 20_____.

Owner:

Witness

(Seal)

Print Name: _____
Social Security No. _____

Witness

(Seal)

Print Name: _____
Social Security No. _____