

Date: 05/07/2010

Cobalt Financial Corporation Consumer Agreement

Important: If you paid by credit card, the charge will appear as **Cogent Road, Inc.**

A. This is an agreement between Cobalt Financial Corporation and Client as signed below. The AVAIL System is designed to be used under the supervision of a professional mortgage originator as a tool to assist you in qualifying for a new or improved mortgage. AVAIL is designed to help Cobalt Financial Corporation track your mortgage qualifying ability for a new or improved mortgage loan.

B. You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor Cobalt Financial Corporation has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

C. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

D. AVAIL will attempt to detect legitimate reporting errors, misrepresentations and outdated information within your mortgage credit report. **It is your responsibility to validate the error(s) BEFORE mailing any dispute letter.** AVAIL may also provide suggestions for modifying the way you are using your current credit cards in order to improve your overall credit health. Suggestions may include making payments on credit card balances, opening new credit cards or transferring money from one credit card to another.

E. You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau. If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

F. Client understands that AVAIL works over the course of twelve months, with a new mortgage credit report analyzed each quarter. Client also authorizes Cobalt Financial Corporation to use AVAIL to retrieve the Client's mortgage credit report at least three but no more than four times throughout the twelve month period.

G. The fee for the AVAIL service is \$199.00 (*charges will appear on your statement as **Cogent Road, Inc.***)

H. Client understands that by law, Cobalt Financial Corporation cannot offer any promises of qualifying for a mortgage or guarantees as to the outcome or length of time to achieve results.

I. Client understands that due to the nature of this service, Cobalt Financial Corporation our select staff may view your file in order to provide accurate service, answer questions or assess mortgage qualifying ability. We understand the importance of your privacy and Cobalt Financial Corporation agrees to comply with all federal privacy requirements mandated by the Fair Credit Reporting Act.

By signing below, I, Client agree to the above terms and conditions.

Date: 05/07/2010

By law, allows you to cancel this contract within three (3) business days from the date you signed the contract. To cancel this contract, mail or deliver a signed, dated copy of this agreement with the words CANCEL THIS AGREEMENT, or any other written notice to **Cobalt Financial Corporation, 10251 Vista Sorrento Pkwy #350, San Diego, CA 92121** before midnight on 05/10/2010.