



FIVESTARS CAPITAL GROUP

CREATIVE FINANCING AT ITS PEAK

www.fivestarscapitalgroup.com

2030 Main Street, Irvine, California 92614

PERSONAL LOAN

This overview will provide you with an in-depth understanding of the various components of our Terms & Conditions. This is not an exhaustive list, and additional terms may be included in your specific Loan agreement. Read and retain this document for future reference.

1. **Purpose:** can be used for any connected activities of the borrower.

2. **Loan Amount:** Up to \$250,000

3. **Loan Term:** Our Maximum Loan Term is 10 years

4. **Interest Rate :** 5.11 (Fixed)

5. **Repayment:**

5.1 The Loan repayment is the Principal +Interest charge on a monthly basis.

5.2 Balloon Payments are accepted.

5.3 The Borrower has the right to repay the Loan in full at any time before the maturity date without incurring any prepayment penalties.

5.4 If early repayment is made, the Borrower must provide written notice to Fivestars Capital Group at least thirty (30) days in advance of the intended repayment date.

6. **Security:** We accept Real Estate, Credit Protection Insurance, Personal Guarantee, as a repayment Security

6.1 **Real Estate:** In the event of Real Estate being the proposed security Fivestars Capital Group will take a first lien over the subject property, with a clear report and certificate of good marketable title attached.

6.2 Credit Protection Insurance: In the event of using Credit Protection Insurance Cover as security, the borrower will ensure that all premiums are paid on time to the insurer to guarantee continuous Loan protection. Borrower can purchase this cover from our Insurance Department as a master policy at a low premium or from any third party insurer.

6.3 Unsecured Promissory Note: An unsecured promissory note is a financial instrument that signifies a borrower's commitment to repay borrowed funds without any collateral backing the loan. It is important to note that all funds borrowed under this repayment security is regarded as a Recourse Loan which means in cases of default, we retain the right to seek to reclaim any tangible assets that can be liquidated to satisfy the debt or initiate a legal proceedings to garnish wages directly from the borrower's paycheck until the debt is settled.

7. Cost

7.1 Appraisal charge: When an independent professional valuation is requested as in the case of using Real Estate, this will be at the borrower's expense prior to Loan Draw Down.

PS: This is the only charge associated with this repayment security.

7.2 Premium: The cost of purchasing a Credit Protection Insurance from our Insurance Department is determined on case by case basis based on different individual risk factors such as age, health history, Loan Amount etc.

Borrower can select a quarterly, Semi- Annual, Annual, and a One-Off payment plan prior to Draw Down. To get an insurance quote, you will have to contact our insurance department.

PS: The Premium is the only cost associated with the Credit Protection Insurance Security. If Borrower purchases this cover from a **3rd party** insurer, No cost will be billed to them by us or our insurance department prior to drawdown.

7.3 Default Prevention Fee: If you intend to use unsecured promissory note as a repayment security, we will charge an amount equal to three (3) monthly repayment (Principal +Interest). which is intended to cover three (3) potential defaults. Payment of this fee demonstrates a commitment from the Loan Applicant and adds an additional layer of protection for both parties involve.

PS: This is the only cost associated with the Unsecured Promissory note option prior to DrawDown.

8. Refund Policy

8.1 Default Preventive Fee: Borrower is entitled to 100% refund of any unused portion of the “Default Preventive Fee” as per the unsecured promissory note option.

8.2 Insurance premium .In the event that you decide to prepay your Loan before the scheduled term, you may be eligible for a refund of a portion of your unused insurance premium. This refund would be calculated based on the remaining term of the Loan.

9. Draw Down: When the borrower has accepted the letter of approval, along with complying with the terms & conditions, Security, Loan Agreement, and pre-drawdown conditions, then the Loan will be disbursed on the date specified on the Loan Approval Letter.

10. Privacy Law: We take reasonable measures to protect the security of your personal information, including implementing physical, technical, and administrative safeguards to protect against unauthorized access or disclosure of personal information. These safeguards include secure servers, firewalls, data encryption, and access control. We will not share your personal information with any third party that is not part of the Loan transaction or servicing except you authorize as part of our testimonial Program.

11. Appeals/ Complaints: Fivestars Capital Group has a process for appeals and complaints. The borrower is to submit a written appeal outlining the basis of their appeal for example, a special condition, a lending decision classifying a borrower as not cooperating etc. The borrower must submit an appeal in writing within 5 working days of the notification of a decision to Fivestars Capital Group , who will review and aim to resolve the appeal.

11.1 Fivestars Capital Group will make all reasonable efforts to resolve a complaint received. Additionally, a borrower may be able to file a complaint to The Consumer Financial Protection Bureau (CFPB) via www.consumerfinance.gov over any unfair practice.

12. Governing Law: The validity, meaning, enforceability, and effect of the Loan Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of California.

FREQUENTLY ASKED QUESTIONS (FAQ)

1. How fast can you Fund?

The key factor in expediting the funding process is the prompt submission of all necessary documents. Once we receive all the required paperwork we can fund as fast as 3 Business Days.

2. Do you Fund Bad Credit?

Yes we do. We are an Alternative Lender

3. Do you do Hard Pulls?

You will be required to submit a copy of your credit report if your credit score is above (580 to 669) and (670 to 739) respectively to attract a lower interest rate other than the one indicated on paragraph 4.

4. Where does your money come from?

Our Funds are pooled from High Net-worth Investors. Each investor contributes a portion of the total amount required, spreading the risk across a broader base. See the Link www.fivestarscapitalgroup.com/investors-portal

5. Do you accept 2ND Lien position for Real Estate Security?

Yes we do.

6. Do you Fund International Deals?

Yes we do. Determined on case-by-case basis