

### **Welcome Letter**

We are glad you are happy with the terms negotiated on your behalf by Mrs. Abigail Dewitt, your lending representative.

You can rest assured knowing that you made the right decision by choosing Novinger Lending Group to act on your behalf, in finding an appropriate solution to your financial needs. Novinger Lending Group has been committed to helping our clients achieve their financial goals since our inception. Our C.E.O. and Co-founder, Mr. George Schacht's vision is to win loyal clients through excellent customer service and thus 100% satisfaction.

At Novinger Lending Group, we realize carefully planned budgets may not always stretch as far as you may need them to. Borrowing is always an option taken, yet for some; it may make life more complicated. Here at Novinger Lending Group we welcome any questions or concerns you may have. We will work hard with you exploring all financial options available to you. Our company is committed to treating our clients with courtesy, professionalism, and respect.

We respect your privacy and guarantee the information you have provided us with will remain confidential.

Here at Novinger Lending Group we abide by all laws governing document handling for identification purposes, with accordance to the laws of the state of California. All documents provided to us are solely for the purpose of obtaining your loan. This information is confidential as it cannot be released without the verbal and or written consent of Ms. Erica M. McCurley.

Based on the information you have provided we were able to obtain funding in the amount of \$5,000.00 USD via a third party source, on a secured basis. Mrs. Abigail Dewitt has outlined options in which you may secure your loan. The method you have selected is COLLATERAL PAYMENT which gives you a 3 month cushion in times of need throughout your 3 year loan term.

Novinger Lending Group would like to take this time to congratulate you and inform you that we have received all necessary identification and documentation necessary to proceed with your loan approval. Welcome to the Novinger Lending Group family, we have adjusted your terms to suite your personal and financial needs. We look forward to working with you and meeting your future financial needs.

Thank you for your patronage,

Mrs. Abigail Dewitt

a. DeWitt

Lending Representative
Phn #: (859) 777-7452
Novinger Lending Group
2345 Alexandria Dr. #401
Lexington, KY 40504
a.dewitt@novingerlgroup.com
www.novingerlgroup.com



## **Commitment Letter**

Novinger Lending Group is pleased to facilitate the following credit with the terms and conditions outlined hereunder.

BORROWER:	Ms. Erica M. McCurley
-----------	-----------------------

LOAN TYPE: Personal
AMOUNT: \$5,000.00 USD

**INTEREST RATE:** Eight Percent (8.00%) Per Annum

**TERM:** 36 Months / 3 Years

MONTHLY PAYMENT: \$150.00 USD

**SECURITY:** 

#### **Collateral Payments**

- Ms. Erica M. McCurley must make 3 monthly payments in the amount of \$ 150.00 USD, totaling the amount of \$ 450.00 USD.
- II. The total sum of the collateral payments will be applied directly to the principal of the loan and will not act as a fee in any way, with accordance to the laws of the State of Kentucky.

**REPAYMENT SCHEDULE:** 

### **Monthly Payments**

- **I.** Monthly payments will be payable on the first day of each month.
- **II.** With the applied security, repayment of the loan will begin April 11, 2022 approximately 4 months after the day the loan is disbursed.

**AVAILABILITY:** 

# Funds will be released to Ms. Erica M. McCurley within 1 hour from the completion of the following prerequisites:

- **I.** Security to be received in a form satisfactory to the third party source.
- **II.** Copy of executed and completed loan agreement (page 2) and loan disbursement form W39-b to be returned to lending representative via fax or email.

Please sign and complete the following copy of the loan agreement signifying your compliance in principle to the terms and conditions provided. Return all required documentation to your loan representative on or before December 21, 2021 which is 7 business days from this date of December 11, 2021 after which if not received this agreement will be deemed null and void.



## **Loan Agreement (page 1)**

This Loan Agreement (hereinafter the "Agreement") is made and effective on this date of December 11, 2021.

**BETWEEN:** Ms. Erica M. McCurley (hereinafter the "Borrower") an individual existing under the laws of the State of Tennessee,

with permanent residence located at: 917 SE Broad St. Apt A1, Murfreesboro, TN 37130

**AND:** Novinger Lending Group (hereinafter the "Lender") an organization existing under the laws of the State of Kentucky,

with head office located at: 2345 Alexandria Drive #401, Lexington, KY 40504

WHEREAS, the Borrower has applied for a PERSONAL (hereinafter the "Loan"), from the Lender in the aggregate principal amount of FIVE THOUSAND AND 00/100 USD (\$ 5,000.00 USD);

WHEREAS, the Lender will make said Loan available to the Borrower upon and subject to the terms, conditions and provisions set forth;

WHEREAS, it is agreed that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Lender, including all costs, charges and expenses the Lender may incur in enforcing or obtaining payment of amounts due to the Lender from the Borrower either alone or in conjunction with any other person, or otherwise, or attempting to do so;

WHEREAS, this contract shall be construed in accordance with the laws of the State of KENTUCKY and for the purpose of legal proceedings this contract shall be deemed to have been made in said State and to be performed there, and the courts of that State shall have non-exclusive jurisdiction over all disputes which may arise under this contract;

WHEREAS, if any provision of this Agreement is determined to be unenforceable or invalid, it shall be severed from this Agreement solely to the extent of such unenforceability or invalidity and the remainder of such provision and the remainder of this Agreement shall be unaffected thereby;

THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto contract and agree as follows:

- 1. Terms of Loan. The aforesaid Loan shall be for a term of 36 Months / 3 Year(s) from the date of release in accordance to the Commitment Letter. The calculated principal and interest of the Loan shall be payable monthly by the Borrower as required by the terms further established in this Agreement.
- II. Interest Rate. The aforesaid Loan shall have a fixed interest rate of Eight Percent / 8.00% per annum based on an amortization schedule of 36 months.
- III. Draws. The aforesaid Loan will be made available to the Borrower in its entirety and provided or released to said Borrower no later than 1 hour from the time this agreement is executed and security is received.
- IV. Security. Borrower does hereby agree to grant the Lender a Collateral Payment of 3 monthly payments, in the amount of \$ 150.00 USD per month, totaling \$ 450.00 USD in order to secure the Borrower's obligations due under this Agreement and agrees to execute all documents required by the Lender to further establish said Collateral Payment. The Collateral Payment stated herein does not act as a fee in any way in accordance to the applicable laws of the State of TENNESSEE. The full amount of the Collateral will be allocated toward the Borrower's repayment of the principal sum of the Loan.
- V. Repayment. Monthly payments shall be due on the first day of each month and with the application of the 3 month Collateral Payment, the first payment will be due on April 11, 2022. If not sooner paid, all amounts due under this Agreement, including principal, interest and other charges shall be due and payable in full on or before December 11, 2024 which is the completion or maturity date of this Loan.



## **Loan Agreement (page 2)**

- Prepayment. Borrower shall have the right to prepay the indebtedness evidenced by this Agreement at any time, by paying the Lender an amount equal to the sum of (I) the principal balance then outstanding, (ii) all interest accrued to the date of such prepayment, (iii) any late charge or charges then due and owing, there will be no changes made to the due date or to the amount required for monthly payments unless the Lender agrees in writing to those changes.
- II. Default. As used in this agreement, the term 'default' shall mean the violation in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement or in any document executed in connection with this agreement, endorsement, guaranty or other documents evidencing any of the liabilities secured by this agreement, including, without limitations, the Commitment Letter, and any and all other documents executed in connection with the Loan. If all or any portion of any payment due hereunder is not received by the Lender within 15 calendar days after the date when such payment is due, the Borrower shall pay a late charge equal to 9.0 % of due payment, such late charge to be immediately due and payable without demand by the Lender. Upon the occurrence of a default on 4 consecutive monthly payments, the Lender shall have the right without further notice to the Borrower to declare the entire unpaid balance of the Loan, with accrued interest thereon, immediately due and payable.
- III. Termination. Borrower agrees that all information provided to the Lender and in this document is accurate and true and completed to the best ability of the Borrower. Any attempts to undermine or defraud the Lender will release the Lender from any and all obligations in this Agreement. Lender reserves the right to request additional coverage or additional collateral payments pending an independent assessment of client information if coverage purchased by the borrower is deemed inadequate. In the event the Borrower is denied COLLATERAL PAYMENT as a result of such assessment, a refund may take place coinciding with the Lender's monthly billing cycle. Termination by the Lender shall not release the Borrower from any obligation to repay the amount advanced by the Lender under the Loan; nor shall termination prejudice or release any of the collateral or rights to enforce repayment of the Loan.
- IV. Preservation. Upon the occurrence of any such event of default and at any time thereafter, the Lender shall have all of the remedies of a secured party under the Uniform Commercial Code of the State of KENTUCKY, and as provided in this agreement and all other documents executed by Borrower in connection herewith.
- V. Relationship. Both Lender and Borrower intend that the relationship created and evidenced by this Agreement shall be solely that of debtor and creditor. Nothing in this Agreement shall be construed as creating a joint venture, partnership, and tenancy in common, or joint tenancy between Lender and Borrower.
- VI. Supersede. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter of this said Agreement.
- VII. State Law. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the State of KENTUCKY, regardless of (a) where this Agreement is executed or delivered, (b) where any payment or other performance required by this Agreement is made or required to be made, (c) where any breach of any provision of any such instrument occurs or any cause of action otherwise accrues, (d) where any action or other proceeding is instituted or pending, (e) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization or domestication of any party, or (f) any combination of the foregoing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and has duly affixed his signature on the date herein stated.

Mr. George Schacht Chief Executive Officer 2345 Alexandria Drive #401

6. schacht

Lexington, KY 40504

Ms. Erica M. McCurley Borrower 917 SE Broad St. Apt A1 Murfreesboro, TN 37130

## LOAN DISBURSEMENT FORM SCHEDULE 1 - ACCOUNT SETUP

SERIAL NO. NOVINGER LENDING GROUP 5209874 2345 ALEXANDRIA DRIVE #401 INVESTMENT NO. FORM NO. 33269 LEXINGTON KY 40504 W39-B OFFICE DOMICILE CREDIT FACILITY Facility Type Currency PERSONAL \$5,000.00 USD Security COLLATERAL PAYMENT Interest Rate Amortization 3 YEARS 8.00 PERCENT 36 MONTHS Monthly Release Date Maturity Date \$ 150.00 DECEMBER 21, 2021 DECEMBER 11, 2024 **CLIENT INFORMATION** Full Name MS ERICA M. MCCURLEY Street Address 917 SE BROAD ST. APT A1 Zip Code State MURFREESBORO TENNESSEE 37130 Area Code Tel No. (Residence) Area Code Tel No. (Other) Language  $\mathbf{E}$ Preffered (629)335-6934 DEPOSIT OPTIONS (PLEASE SELECT YOUR PREFERRED METHOD TO RECEIVE FUNDS) PAYMENT BY CERTIFIED CHEQUE PAYMENT BY DIRECT DEPOSIT (delivery fees will be deducted from your loan disbursements) Institution Name Federal Express Priority (Fee: \$60.00 USD - 24hr delivery) Account No. Transit No. Federal Express Regular (Fee: \$25.00 USD - 48hr - 72hr delivery) Swift Code (optional) STATEMENT OPTIONS (PLEASE SELECT YOUR PREFERRED METHOD TO RECEIVE STATEMENTS) MONTHLY STATEMENT VIA MAIL. LOAN DETAILS ONLINE (please complete this section if the online option is selected) Password (4-8 characters) PLEASE READ CAREFULLY AND SIGN BELOW I herby confirm that the information recorded on this form is correct. I acknowledge having received, read and understood the terms and conditions attached to this application. **INITIALS** Date (MM/DD/YYYY) Borrower Name (please print) **Borrower Signature** 

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS