

Loan Agreement

This Loan Agreement (this "Agreement"), is executed as of this [date] day of [month], [year] (the "Effective Date")

by and between

[Borrower's Full Name], located at [Borrower's Complete Address], hereinafter referred to as the "Borrower" which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

and

[Lender's Full Name], located at [Lender's Complete Address], hereinafter referred to as the "Lender" which expression unless repugnant to the context shall mean and includes its legal representatives, assignee, nominee(s) and administrator;

WHEREAS at the request of the Borrower, the Lender has agreed to grant a Loan not exceeding a sum of _____ to the Borrower for a period of _____ on terms and conditions hereinafter contained.

The parties agree as follows:

- 1. Loan Amount:** The Lender agrees to loan the Borrower the principal sum of _____ (the "Loan"), together with interest on the outstanding principal amount of the Loan (the "Principal Balance"), and in accordance with the terms set forth below.
- 2. Interest:** The Principal Balance shall bear interest at the rate of _____% per annum, accruing daily. Notwithstanding, the total interest charged shall not exceed the maximum amount allowed by law and the Borrower shall not be obligated to pay any interest in excess of such amount.
- 3. Repayment of Loan:** The Loan, together with accrued and unpaid interest and all other charges, costs and expenses, is due and payable on or before _____ the due date _____.

4. **Guarantee:** Guarantor's Full Name, located at Guarantor's Complete Address (the "Guarantor") promises to unconditionally guarantee to the Lender, the full payment and performance by Borrower of all duties and obligations arising under this Agreement. The Guarantor agrees that this guarantee shall remain in full force and effect and be binding on the Guarantor until this Agreement is satisfied.

5. **Prepayment:** The Borrower has the right to prepay all or any part of the Loan, together with accrued and unpaid interest thereon, at any time without prepayment penalty or premium of any kind.

6. **Costs and Expenses:** Borrower shall pay to the Lender all costs of collection, including reasonable attorney's fees, the Lender incurs in enforcing this Agreement.

7. **Waiver:** The Borrower and all sureties, guarantors and endorsers here of, waive presentment, protest and demand, notice of protest, demand and dishonor and non payment of this Agreement.

8. **Successors and Assigns:** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the Lender and the Borrower.

9. **Amendment:** This Agreement may be amended or modified only by a written agreement, duly signed by both the Borrower and the Lender.

10. **Notices:** Any notice or communication under this Loan must be in writing and sent via In-Person Delivery only.

11. **No Waiver:** Lender shall not be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by Lender of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

12. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

13. **Assignment:** Borrower shall not assign this Agreement, in whole or in part, without the written consent of Lender. Lender may assign all or any portion of this Agreement with written notice to Borrower.

14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

15. **Disputes:** Any dispute arising from this Agreement shall be resolved in the courts of the State of _____.

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

SIGNATURES

Borrower's Signature

Borrower's Full Name

Guarantor's Signature

Guarantor's Full Name

Lender's Signature

Lender's Full Name