

LIMITED LIABILITY COMPANY LOAN AGREEMENT

Lender Name: _____
Borrower LLC Name: _____

RECITALS

WHEREAS, Lender agrees to loan Borrower the principal sum as set forth below, subject to the terms and conditions contained in this Loan Agreement (the "Agreement"); and WHEREAS, Borrower desires to borrow such sum and agrees to repay in accordance with this Agreement.

1. LOAN AMOUNT AND TERMS

Lender agrees to loan to Borrower the principal sum of \$_____ (the "Loan"), which Borrower promises to repay pursuant to the repayment schedule set forth herein. The Loan shall be evidenced by this Agreement and the terms hereof.

2. INTEREST RATE

The Loan shall bear interest at a fixed rate of _____% per annum, calculated on the outstanding principal balance and payable as provided in this Agreement.

3. PAYMENT TERMS

Borrower shall make monthly payments of principal and interest commencing on the _____ day of _____, and continuing thereafter on the same day of each month until the Loan is paid in full. Payments shall be made to Lender at the address specified by Lender or as otherwise directed in writing.

4. PREPAYMENT

Borrower may prepay all or any part of the Loan at any time without penalty. Any prepayment shall first be applied to accrued interest and then to principal.

5. USE OF LOAN PROCEEDS

Borrower shall use the proceeds of the Loan solely for lawful business purposes related to the operation of the Borrower LLC.

6. SECURITY INTEREST

To secure repayment of the Loan, Borrower grants Lender a security interest in all assets of Borrower including, but not limited to, equipment, inventory, accounts receivable, and contract rights. Borrower agrees to execute all documents necessary to perfect such security interest.

7. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants that (a) it is a duly organized and validly existing limited liability company under the laws of the State of _____; (b) it has full power and authority to enter into and perform this Agreement; (c) the execution and delivery of this Agreement have been duly authorized by all necessary company action; and (d) this Agreement constitutes a legal, valid, and binding obligation of Borrower enforceable in accordance with its terms.

8. COVENANTS

Borrower covenants that (a) it will maintain its limited liability company status in good standing; (b) it will promptly notify Lender of any material adverse changes in its financial condition; (c) it will keep accurate financial records and allow Lender reasonable inspection rights; and (d) it will comply with all applicable laws and regulations.

9. EVENTS OF DEFAULT

The following events shall constitute an Event of Default under this Agreement: (a) Borrower fails to make any payment when due; (b) Borrower breaches any covenant or representation herein; (c) Borrower becomes insolvent or subject to bankruptcy or similar proceedings; (d) Borrower fails to maintain its limited liability company status; or (e) any lien or security interest other than Lender's arises against Borrower's assets without Lender's consent.

10. REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal balance, together with all accrued interest and other charges, immediately due and payable. Lender may exercise all rights and remedies available under law and equity, including foreclosure on collateral and enforcement of security interests.

11. WAIVER

No delay or omission by Lender in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

12. NOTICES

All notices, demands, or communications under this Agreement shall be in writing and shall be deemed duly given when delivered in person, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming delivery, to the addresses provided by the parties.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of state and federal courts located in _____ County, _____.

14. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. Any amendments must be in writing and signed by both parties.

16. EXECUTION AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed binding.

LENDER SIGNATURE

BORROWER SIGNATURE

Signature: _____

Signature: _____

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