LOAN AGREEMENT

1. 1. Parties

This Loan Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [LENDER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [LENDER ADDRESS] (the "Lender"), and [BORROWER NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [BORROWER ADDRESS] (the "Borrower"). The Lender and the Borrower are referred to individually as a "Party" and together as the "Parties." Each Party represents that the person signing below has full authority to enter into this Agreement. Notices under this Agreement are effective when delivered to the addresses above or to [LENDER EMAIL] and [BORROWER EMAIL].

2. 2. Loan Amount and Disbursement

The Lender agrees to lend the Borrower the principal sum of [PRINCIPAL AMOUNT] (the "Loan"). The Loan will be disbursed on [DISBURSEMENT DATE] by [DISBURSEMENT METHOD, e.g., wire transfer, ACH, certified check] to [BORROWER ACCOUNT OR PAYEE]. If the Loan is advanced in more than one installment, the schedule of advances is set out in Exhibit A and each advance becomes part of the principal on the date it is funded. The Borrower will use the Loan proceeds only for [LOAN PURPOSE] and will provide reasonable documentation of that use on written request. The Lender has no obligation to make any advance if an Event of Default has occurred or if the Borrower has made a material misstatement in connection with the Loan.

3. 3. Promise to Repay

The Borrower unconditionally promises to pay the Lender the principal sum stated above, together with all accrued interest, fees, and costs described in this Agreement, in accordance with the repayment schedule in Section 5. The obligation to repay is absolute and is not conditioned on the success of the purpose for which the Loan was made, on any expected income of the Borrower, or on any other event. All payments will be made in [CURRENCY] in immediately available funds to [PAYMENT ADDRESS OR ACCOUNT DETAILS], without set-off, counterclaim, or deduction of any kind. If a payment falls due on a day that is not a business day, it is due on the next business day.

4. 4. Interest Rate

Interest accrues on the unpaid principal balance at a fixed annual rate of [INTEREST RATE] percent, computed on the basis of a [DAY COUNT CONVENTION, e.g., 365-day year and actual days elapsed], beginning on the disbursement date. Interest is [SIMPLE OR COMPOUNDED] and, if compounded, compounds [COMPOUNDING FREQUENCY, e.g., monthly]. Notwithstanding any other provision, the total interest and charges collected under this Agreement will never exceed the maximum rate permitted by applicable law, and any amount received in excess of that maximum will be applied to reduce principal or refunded to the Borrower. If no rate is stated above, the Loan is interest-free and only the principal is repayable. The Parties acknowledge that a below-market rate on certain loans may carry tax consequences that each Party is responsible for evaluating on its own.

5. 5. Repayment Schedule

The Borrower will repay the Loan in [NUMBER OF PAYMENTS] consecutive [PAYMENT FREQUENCY, e.g., monthly] installments of [PAYMENT AMOUNT] each, beginning on [FIRST PAYMENT DATE] and continuing on the [PAYMENT DAY] day of each [PERIOD] until the entire balance of principal and interest is paid in full. The final payment is due on [MATURITY DATE] and, if the scheduled installments do not fully amortize the

Loan, that final payment will be a balloon payment of all remaining principal, accrued interest, and other amounts then outstanding. An amortization schedule showing the allocation of each payment between principal and interest is attached as Exhibit B. The Borrower may request a change to the payment date only in writing and only with the written consent of the Lender.

6. 6. Application of Payments

Each payment received will be applied first to accrued and unpaid late charges and collection costs, then to accrued and unpaid interest, and then to the reduction of outstanding principal, unless the Lender elects in writing to apply it differently. Any payment marked as payment in full, or accompanied by a restrictive endorsement or similar notation, may be accepted and applied by the Lender without waiving any right to collect the remaining balance. The Lender will provide the Borrower with a statement of the outstanding balance within [STATEMENT PERIOD, e.g., ten days] of a written request, and no more than [STATEMENT LIMIT, e.g., twice] per calendar year without charge. Both Parties will keep records of every payment made and received under this Agreement.

7. 7. Prepayment

The Borrower may prepay all or any part of the outstanding principal at any time without penalty, unless a prepayment charge is stated here: [PREPAYMENT PENALTY, e.g., none / 2 percent of the amount prepaid during the first 12 months]. Interest is charged only through the date the prepayment is received, so an early payoff reduces total interest owed. A partial prepayment will be applied to principal and will not postpone or reduce any scheduled installment unless the Lender agrees in writing to re-amortize the Loan. The Borrower will give the Lender at least [PREPAYMENT NOTICE, e.g., five days] written notice of an intended payoff so a final payoff figure can be calculated. On payment in full, the Lender will promptly deliver a written payoff acknowledgment and release any security interest created under Section 9.

8. 8. Late Fees, Returned Payments, and Default Interest

If any payment is not received within [GRACE PERIOD, e.g., ten days] after its due date, the Borrower will pay a late charge of [LATE FEE, e.g., 5 percent of the overdue installment or $25, whichever is less], to the extent permitted by applicable law. A payment returned for insufficient funds or a closed account is subject to a returned payment fee of [RETURNED PAYMENT FEE], and the Lender may require that future payments be made by certified funds. From and after an Event of Default, interest accrues on the entire unpaid balance at the default rate of [DEFAULT INTEREST RATE] percent per year or the maximum rate permitted by applicable law, whichever is less. Late charges and default interest compensate the Lender for administrative cost and lost use of funds and are not a penalty. The acceptance of a late payment does not waive the right to enforce the same terms on any later payment.

9. 9. Security and Collateral

Select one. Unsecured: this Loan is unsecured, and no property of the Borrower is pledged as collateral. Secured: to secure repayment, the Borrower grants the Lender a security interest in the following property: [COLLATERAL DESCRIPTION, including make, model, serial or VIN number, and location] (the "Collateral"). The Borrower represents that it owns the Collateral free of any other lien except [EXISTING LIENS], will not sell, transfer, or further encumber the Collateral without the prior written consent of the Lender, and will keep it insured against loss for at least [INSURANCE AMOUNT] with the Lender named as loss payee. The Borrower authorizes the Lender to file a UCC-1 financing statement or record any lien notation necessary to perfect the security interest, and will sign any further document reasonably requested for that purpose. On payment in full, the Lender will file the termination statements and lien releases needed to clear the Collateral.

10. 10. Representations of the Borrower

The Borrower represents and warrants that it has full legal capacity and authority to enter into this Agreement and to incur the debt, that all financial information provided to the Lender is accurate and complete in all material respects, and that entering into this Agreement does not breach any other contract, court order, or obligation binding on the Borrower. The Borrower further represents that there is no pending or threatened lawsuit, judgment, tax lien, or bankruptcy proceeding that would materially impair its ability to repay the Loan, other than [DISCLOSED MATTERS]. The Borrower will notify the Lender in writing within [NOTIFICATION PERIOD, e.g., ten days] of any material adverse change in its financial condition, any change of address, or the filing of any insolvency proceeding. These representations are made as of the Effective Date and are treated as repeated on the date of each advance under the Loan.

11. 11. Events of Default

Each of the following is an "Event of Default" under this Agreement: (a) the Borrower fails to make any payment when due and does not cure within [PAYMENT CURE PERIOD, e.g., ten days] after written notice; (b) the Borrower breaches any other obligation in this Agreement and does not cure it within [GENERAL CURE PERIOD, e.g., 30 days] after written notice; (c) any representation made by the Borrower proves to have been materially false when made; (d) the Borrower becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed against it a bankruptcy or receivership proceeding that is not dismissed within [BANKRUPTCY PERIOD, e.g., 60 days]; (e) any Collateral is sold, seized, levied on, destroyed without adequate insurance, or materially diminishes in value; or (f) any guarantor of this Loan revokes or disputes the guaranty or suffers any of the events described above. The Lender will give written notice of an Event of Default whenever notice is required by this Section or by applicable law.

12. 12. Acceleration and Remedies

On the occurrence of an Event of Default that remains uncured, the Lender may declare the entire unpaid principal balance, all accrued interest, and all other amounts owed under this Agreement immediately due and payable without further demand or presentment, and the Borrower waives notice of intent to accelerate and notice of acceleration to the extent permitted by law. The Lender may also exercise every remedy available at law or in equity, including suing on this Agreement and, if the Loan is secured, taking possession of and disposing of the Collateral in a commercially reasonable manner in accordance with the Uniform Commercial Code as adopted in the governing state. Proceeds from the disposition of Collateral will be applied to enforcement costs, then to accrued interest and charges, then to principal, and any deficiency remains the obligation of the Borrower. No delay or partial exercise of a remedy waives that remedy or any other, and all remedies are cumulative.

13. 13. Costs of Collection, Waivers, and Assignment

If this Agreement is placed in the hands of an attorney or a collection agency after an Event of Default, or if the Lender otherwise incurs cost to enforce or protect its rights, the Borrower will pay all reasonable costs of collection, including attorney fees, court costs, filing fees, appraisal and storage costs for any Collateral, and the fees of any collection agency, to the extent permitted by applicable law. Those amounts are added to the balance owed and accrue interest at the same rate as the Loan until paid. If the Borrower prevails in any action brought under this Agreement, the Borrower may recover its reasonable attorney fees and costs on the same basis. Notices to either Party are effective when delivered to the address stated in Section 1 or to any updated address provided in writing, and each Party will give the other written notice of a change of address within [ADDRESS CHANGE PERIOD, e.g., ten days]. The Borrower waives presentment for payment, demand, protest, and notice of dishonor, to the extent permitted by applicable law. No waiver by the Lender of any right under this Agreement is effective unless it is in writing and signed by the Lender, and a waiver given once does not apply to any later event. The Lender may assign or transfer this Agreement and its rights under it to any third party without the consent of the Borrower, and the Borrower will make payments to the assignee once given written notice of the assignment. The Borrower may not assign this Agreement or delegate any obligation under it without the prior written consent of the Lender, and any attempted assignment without that consent is void. This Agreement binds and benefits the Parties and their heirs, personal representatives, successors, and permitted assigns.

14. 14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules, including the usury and consumer credit laws of that state. Before starting any formal proceeding, the Parties will attempt in good faith to resolve the dispute through direct negotiation for at least [NEGOTIATION PERIOD, e.g., 30 days], and this step does not delay the right of the Lender to accelerate or to protect Collateral. Any dispute not resolved that way will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE], and each Party consents to personal jurisdiction and venue there. The prevailing Party in any proceeding may recover its reasonable attorney fees and costs to the extent allowed by law.

15. 15. Entire Agreement and General Provisions

This Agreement, together with its exhibits, any promissory note evidencing the Loan, and any security agreement or guaranty signed in connection with it, is the entire agreement between the Parties regarding the Loan and replaces all prior discussions, term sheets, and understandings. Any amendment must be in writing and signed by both Parties, and no oral modification or course of dealing changes these terms. If any provision is held unenforceable, the rest of the Agreement remains in effect and the unenforceable provision will be narrowed only as far as necessary, particularly any provision that would otherwise exceed a lawful interest rate. Time is of the essence with respect to every payment obligation. This Agreement may be signed in counterparts, and electronic signatures have the same effect as originals.

16. 16. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. LENDER: [LENDER NAME]. Signature: ______________________. Printed Name: [LENDER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. BORROWER: [BORROWER NAME]. Signature: ______________________. Printed Name: [BORROWER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. WITNESS OR NOTARY (optional but recommended for larger loans): Signature: ______________________. Printed Name: [WITNESS NAME]. Date: [DATE].

17. Disclaimer

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