LIMITED LIABILITY COMPANY LOAN AGREEMENT

Effective Location: ______________________________ Effective Date: ____________

PARTIES:

Lender (LLC Name): ______________________________

Lender's Principal Place of Business: ______________________________

Borrower (LLC Name): ______________________________

Borrower's Principal Place of Business: ______________________________

RECITALS:

WHEREAS, Lender desires to loan funds to Borrower, and Borrower desires to borrow funds from Lender, all upon the terms and conditions set forth in this Agreement.

1. Loan Amount and Disbursement

Lender agrees to loan to Borrower, and Borrower agrees to borrow from Lender, the principal sum of ________ dollars (USD) (the "Loan Amount"). The Loan Amount shall be disbursed to Borrower upon execution of this Agreement or on such other terms as the parties agree in writing.

2. Interest Rate

The Loan Amount shall bear interest at an annual rate of ______ percent (____%) calculated on the outstanding principal balance, payable as set forth herein.

3. Term of Loan

The term of this Loan shall be ______ months/years commencing on the Effective Date. The entire principal and accrued interest shall be due and payable on the maturity date unless otherwise agreed in writing.

4. Payment Terms

Borrower shall make payments of principal and interest in accordance with the schedule attached as Exhibit A. All payments shall be made to Lender at the address specified herein or as otherwise directed.

5. Prepayment

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

6. Use of Loan Proceeds

Borrower shall use the Loan Amount exclusively for lawful business purposes related to the operation and growth of Borrower's limited liability company and not for any personal, family, or household purposes.

7. Security

This Loan is unsecured / secured by the collateral described in Exhibit B attached hereto. Borrower grants Lender a security interest in such collateral to secure the repayment of the Loan.

8. Representations and Warranties

Borrower represents and warrants to Lender that: (a) Borrower is a duly organized and validly existing limited liability company in good standing under the laws of its formation state; (b) Borrower has full power and authority to enter into this Agreement; (c) this Agreement constitutes a legal, valid, and binding obligation enforceable against Borrower; and (d) no other agreement conflicts with Borrower's obligations under this Agreement.

9. Covenants

Borrower covenants to: (a) maintain its limited liability company status and good standing; (b) keep accurate books and records; (c) provide Lender with financial statements upon request; and (d) notify Lender promptly of any material adverse change in its financial condition.

10. Events of Default

Events of Default include, but are not limited to: (a) failure to make any payment when due; (b) breach of any representation, warranty, or covenant; (c) insolvency, bankruptcy, or dissolution of Borrower; and (d) any material misrepresentation by Borrower.

11. Remedies Upon Default

Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal and accrued interest immediately due and payable, exercise all rights and remedies available at law or equity, and enforce any security interests granted herein.

12. Attorneys' Fees and Costs

Borrower agrees to pay all reasonable attorneys' fees, costs, and expenses incurred by Lender in enforcing this Agreement or collecting amounts due hereunder.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of __________ without regard to conflict-of-law principles.

14. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in __________ County, __________.

15. Waiver of Jury Trial

Each party knowingly, voluntarily, and irrevocably waives any right it may have to a trial by jury in any action or proceeding arising out of or related to this Agreement.

16. Notices

All notices under this Agreement shall be in writing and deemed given when delivered in person, sent by nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation, to the addresses set forth below or such other address as a party may designate by notice.

17. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

18. Entire Agreement

This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

19. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

20. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. 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.

22. Signatures

The parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

LENDER'S SIGNATURE	**BORROWER'S SIGNATURE**
Signature: ___________________________	Signature: ___________________________