

LENDING AGREEMENT

Location: _____ Date: _____

Lender Information:

Full Name / Entity: _____

Address: _____

Phone/Email: _____

Borrower Information:

Full Name / Entity: _____

Address: _____

Phone/Email: _____

Loan Details:

Principal Amount: _____ USD

Interest Rate (Annual %): _____

Payment Schedule: _____

Maturity Date: _____

Clause 1 – Loan Amount and Disbursement

Lender agrees to loan Borrower the principal amount identified above, subject to the terms of this Agreement. The Loan shall be disbursed to Borrower upon execution of this Agreement or as otherwise agreed in writing by the parties.

Clause 2 – Interest

The outstanding principal of the Loan shall bear interest at the annual rate specified above, calculated on a 365-day year basis and payable in accordance with the Payment Schedule.

Clause 3 – Payment Terms

Borrower shall make payments of principal and interest according to the agreed Payment Schedule. All payments shall be made in United States Dollars and without deduction or setoff.

Clause 4 – Prepayment

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

Clause 5 – Default

If Borrower fails to make any payment within ____ days after its due date, Borrower shall be in default. Upon default, Lender may declare the entire unpaid principal and accrued interest immediately due and payable and exercise all rights and remedies available under applicable law.

Clause 6 – Security Interest

To secure repayment of the Loan, Borrower grants Lender a security interest in the collateral described in the attached Schedule. Borrower agrees to execute all documents necessary to perfect and maintain the security interest.

Clause 7 – Representations and Warranties

Each party represents and warrants that it has the power and authority to enter into this Agreement, that this Agreement constitutes a valid and binding obligation, and that no consent or approval is required from any other party except as disclosed herein.

Clause 8 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 9 – Notices

All notices relating to this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth above or as otherwise designated by written notice.

Clause 10 – Amendments and Waivers

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

Clause 11 – Entire Agreement

This Agreement, including all Schedules and exhibits, constitutes the entire agreement between the parties regarding the Loan and supersedes all prior negotiations, understandings, and agreements.

Clause 12 – Severability

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

Clause 13 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Clause 14 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Clause 15 – No Waiver

No failure or delay by any party 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.

Clause 16 – Costs and Expenses

Borrower shall pay all reasonable costs and expenses, including attorneys' fees, incurred by Lender in enforcing this Agreement or protecting its rights hereunder.

Clause 17 – Confidentiality

The parties agree to keep the terms of this Agreement and any related information confidential, except as required by law or with the prior written consent of the other party.

Clause 18 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that Lender may assign this Agreement to an affiliate or successor without Borrower's consent.

Clause 19 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, governmental actions, or failures of suppliers or utilities.

Clause 20 – Signatures

The parties have executed and delivered this Agreement as of the date first written above, intending to be legally bound hereby.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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