LLC MEMBER LOAN AGREEMENT

Company Name: ______________________ State of Formation: ____________

Lender Information:

Full Name: ______________________

Address: ______________________

Phone/Email: ______________________

Borrower Information:

LLC Name: ______________________

Principal Office Address: ______________________

State of Formation: ______________________

Loan Details:

Loan Amount: ______________________ USD

Interest Rate: ____________ % per annum

Term of Loan: ______________________

Payment Schedule: ______________________

Recitals

WHEREAS, Lender is a member of Borrower, a limited liability company organized under the laws of the State of Formation; WHEREAS, Borrower desires to borrow from Lender, and Lender desires to loan to Borrower, the principal amount set forth below pursuant to the terms and conditions of this Agreement.

Section 1 – Loan Amount and Disbursement

Lender agrees to loan Borrower the principal sum set forth above ("Loan Amount"), to be disbursed to Borrower on execution of this Agreement or as otherwise mutually agreed in writing.

Section 2 – Interest

The Loan Amount shall bear interest at the fixed rate set forth above, computed on the basis of a 365-day year and actual days elapsed, payable as specified under the Payment Schedule.

Section 3 – Payment Terms

Borrower shall repay the Loan Amount and accrued interest in accordance with the Payment Schedule, without offset, deduction, or withholding, except as required by law.

Section 4 – Prepayment

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

Section 5 – Use of Loan Proceeds

Borrower shall use the Loan Amount solely for lawful business purposes of the LLC as designated in its operating agreement or as otherwise authorized by Lender.

Section 6 – Member Status and Rights

Nothing in this Agreement shall be construed to alter Lender’s status as a member of Borrower or to affect the rights and obligations under the LLC Operating Agreement.

Section 7 – Default

A default shall occur upon the failure of Borrower to make any payment when due, insolvency, bankruptcy, or breach of any material term of this Agreement. Upon default, Lender may declare the entire unpaid principal and accrued interest immediately due and payable.

Section 8 – Remedies

Upon default, Lender shall have all rights and remedies available at law or equity, including but not limited to pursuing collection, enforcing security interests, or seeking specific performance.

Section 9 – Security

This loan is unsecured unless otherwise agreed in writing. If security is provided, a separate security agreement shall govern the collateral.

Section 10 – Representations and Warranties

Each party represents and warrants it has full power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

Section 11 – Governing Law

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

Section 12 – Amendment and Waiver

Any amendment or waiver of any provision of this Agreement must be in writing and signed by both parties to be effective.

Section 13 – Notices

All notices, requests, consents, and other communications shall be in writing and delivered by hand, mail, overnight courier, or electronic means with confirmation, at the addresses set forth herein or as updated by written notice.

Section 14 – Severability

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

Section 15 – Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

Section 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means.

Section 17 – Waiver of Jury Trial

To the maximum extent permitted by law, each party waives any right to a trial by jury in any litigation relating to this Agreement.

Section 18 – Binding Effect

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

Section 19 – No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns and shall not confer any rights on any third party.

Section 20 – Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

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