

CREDIT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Lender Name: _____

Lender Address: _____

Borrower Name: _____

Borrower Address: _____

Loan Details:

Principal Loan Amount: _____ USD

Interest Rate (per annum): _____

Loan Term (in months): _____

Payment Schedule: _____

1. Loan and Disbursement

Lender agrees to loan Borrower the principal sum set forth above (the "Loan"), subject to the terms and conditions of this Agreement. The Loan shall be disbursed to the Borrower upon execution of this Agreement and satisfaction of any conditions precedent.

2. Interest

Interest on the outstanding principal balance shall accrue at the rate specified above, computed on a 365-day year basis and payable in accordance with the Payment Schedule.

3. Repayment

Borrower shall repay the Loan in accordance with the Payment Schedule. All payments shall be first applied to accrued interest and then to principal. Prepayment of principal may be made at any time without penalty.

4. Default

In the event Borrower fails to make any payment within _____ days of its due date, Borrower shall be in default. Upon default, Lender may declare the entire unpaid principal and accrued interest immediately due and payable.

5. Security Interest

As security for 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 such security interest.

6. Representations and Warranties

Borrower represents and warrants that all information provided to Lender is true and correct, Borrower has full authority to enter into this Agreement, and no other agreements conflict with this Agreement.

7. Covenants

Borrower agrees to maintain the collateral in good condition, keep all payments current, and notify Lender promptly of any material adverse changes in Borrower's financial condition.

8. Governing Law

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

9. Notices

All notices shall be in writing and delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

10. Amendments

Any amendment to this Agreement shall be in writing and signed by both parties.

11. Waiver

No waiver of any provision shall be effective unless in writing signed by the waiving party.

12. Severability

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

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements.

14. Counterparts

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

15. Jury Trial Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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