**LOAN AGREEMENT**

This Loan Agreement ("Agreement") is made and effective the [DATE],

**BETWEEN: [LENDER NAME]** (the "Lender"), a stockholder of [COMPANY], having [HIS/HER] ma*in re*sidence located at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Borrower"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**RECITALS**

WHEREAS, Borrower desires to obtain from Lender a loan in the principal amount of [AMOUNT] (the "Loan"); and

WHEREAS, Lender is a stockholder of [COMPANY] and, Lender desires to grant Borrower the Loan to [BRIEFLY EXPLAIN HOW THE LOAN WILL BE USED].

WHEREAS, Borrower's obligation to repay the Loan shall be evidenced by a promissory note substantially in the form attached as Exhibit A hereto (the "Note"). Borrower shall execute and deliver to Lender the Note concurrently with execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PROMISE TO PAY**

Within [NUMBER] months from today, Borrower promises to pay to Lender the sum of [AMOUNT]. (OPTIONAL: and interest and other charges stated below).

1. **BREAKDOWN OF LOAN**

**Amount of Loan:**

**Total of payments:**

**Annual Rate:**

1. **REPAYMENT**

Borrower will repay the amount of this loan in [NUMBER] equal uninterrupted monthly instalments of [AMOUNT] each on the [DAY] of each month starting on the [DATE], and ending on [DATE].

1. **PREPAYMENT**

Lender grants Borrower the right to prepay the whole outstanding amount at any time.

1. **RESPONSIBILITY**

Although this Agreement may be signed below by more than one person, Borrower warrants to Lender that the stockholders of [COMPANY] (except Lender himself) are each as individuals responsible for paying back the full amount.

1. **LATE CHARGE [OPTIONAL]**

Any instalment not paid within [NUMBER] days of its due date shall be subject to a late charge of [%] of the payment, not to exceed [AMOUNT] for any such late instalment.

1. **SECURITY**

To protect Lender, Borrower gives what is known as a security interest or mortgage in:

[DESCRIBE]

1. **DEFAULT**

If for any reason Borrower fails to make any payment on time, Borrower shall be in default. The Lender can then demand immediate payment of the entire remaining unpaid balance of this loan, without giving anyone further notice. If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge me interest on the unpaid balance at [%] per year.

1. **RIGHT OF OFFSET**

If this loan becomes past due, the Lender will have the right to pay this loan from any deposit or security Borrower has with Lender without further notice.

IN WITNESS WHEREOF, the undersigned has caused this Loan Agreement to be duly executed as of the date first written below.

LENDER BORROWER (Signing for [YOUR COMPANY NAME])

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**PROMISSORY NOTE**

This Promissory Note (the "Note") is made and effective the [DATE],

**BETWEEN:** **[LENDER NAME]** (the "Lender"), a stockholder of [COMPANY], having [HIS/HER] ma*in re*sidence located at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME ]** (the "Borrower"), a company operating under the laws of [STATE/PROVINCE], located:

[YOUR COMPLETE ADDRESS]

**TERMS**

1. FOR VALUE RECEIVED, the Borrower promises to pay to the order of Lender the principal sum of [AMOUNT], together with all charges and interest herein provided, payable at the rate and in the manner hereinafter set forth:
2. Borrower shall make monthly payments of principal and interest at the rate of [%] per annum based upon an amortisation of [NUMBER] months. Monthly payments shall be due on or before the first day of each month with the first payment being due on or before [DATE]. If not sooner paid, all amounts due under this Note, including principal, interest and other charges shall be due and payable in full on or before the first day of [MONTH], [YEAR] (the “Maturity Date”). Time is of the essence of the payment obligations hereunder and each monthly payment shall be due and payable on or before the first day of each month.
3. This Note is and will be secured by a certain first priority security interest in all of the tangible and intangible property of the Borrower, to be recorded in all applicable governmental offices. The parties shall execute a separate security agreement, in form and substance acceptable to the Lender in all respects. Borrower agrees to execute any such security agreements presented by the Lender or other documents required by the Lender in order to perfect its security interest in the above-described property. Said Security Agreement and any other instruments and documents executed in connection with or given as security for this Note shall hereinafter be referred to collectively as the “Loan Documents.” All of the terms, covenants, Conditions, representations and warranties contained in the Loan Documents are hereby made part of this Note to the same extent and with the same force and effect as if fully set forth herein.
4. If all or any portion of any payment due hereunder is not received by the Lender within [NUMBER] calendar days after the date when such payment is due, Borrower shall pay a late charge equal to [%] of such payment, such late charge to be immediately due and payable without demand by Lender.
5. Borrower shall have the right to prepay all (but not a portion) of the indebtedness evidenced by this Note at any time, by paying the Lender an amount equal to the sum of (I) the principal balance then outstanding, (ii) all interest accrued to the date of such prepayment, (iii) all interest calculated through the Maturity Date, and (iv) any late charge or charges then due and owing.
6. If any payment under this Note is not paid in full by the [DAY] of any month during the term hereof or if the entire amount due as represented by this Note is not paid in full on or before the Maturity Date, or should default be made in the performance or observation of any of the terms, covenants, or conditions contained in the Loan Documents, or if any representation or warranty contained in the Loan Documents is breached or is or becomes untrue, this Note shall be in default, and the entire principal amount outstanding hereunder, accrued interest thereon, all late charges, if any, and any and all other charges due hereunder, shall, at Lender’s option, immediately become due and payable, without further notice, the giving of such notice being expressly waived by the Borrower. Lender may exercise this option to accelerate during any default by the Borrower, regardless of any prior forbearance. In the event of any such default, and if the same is referred to an attorney-at-law for collection, or if any action at law or in equity is brought with respect hereto, Borrower shall pay to Lender, in addition to all other charges required pursuant to the terms hereof or pursuant to the terms of the Loan Documents, all costs and expenses of the Lender. From and after the maturity date, or during default, if such default should occur prior to the Maturity Date, the outstanding principal amount hereunder and accrued interest and other charges shall bear interest at the highest rate allowed by law.
7. From time to time, without affecting the joint and several obligations of all makers, sureties, guarantors and endorsers hereof, and their respective successors and assigns, (I) to pay the outstanding principal balance herein and accrued interest thereon, (ii) to observe the covenants contained herein, (iii) to observe the terms, covenants and conditions of the Loan Documents or any instrument govern to secure the performance hereof, and without giving notice to or obtaining the consent of any maker, surety, guarantor or endorser hereof, or their successors or assigns, and without liability on the part of the holder hereof, the holder hereof may, at its option, extend the time for payment or any part thereof, release anyone liable for payment herein, renew this note, modify the terms or times for payment herein, join in any extension of subordination hereof, release any security given here fore, take or release additional security, modify the rate of interest herein or agree in writing with the undersigned to modify the terms, covenants and conditions of any instrument given to secure performance hereof.
8. ANY RIGHT OF TRIAL, PRESENTMENT, NOTICE OF DISHONOR, AND PROTEST ARE HEREBY WAIVED BY ALL MAKERS, SURETIES, GUARANTORS AND ENDORSERS HEREOF. This Note shall be the joint and several obligations of all makers, sureties, guarantors, and endorsers hereof and shall be binding upon them and their respective heirs, executors, administers, successors and assigns.
9. Borrower shall pay the costs of all documentary, revenue, tax or other stamps now or hereafter required by any law at any time to be affixed to or which are otherwise made necessary as a result of this Note or any of the Loan Documents, and if any taxes be imposed with respect to debts secured by mortgages and or deeds of trust with respect to notes evidencing debts so secured, Borrower agrees to pay to Lender the full amount of any such taxes, and hereby waives any contrary provisions if any laws or rules of court now or hereafter in effect.
10. Lender and Borrower intend that the relationship created and evidenced by this Note and the Loan Documents shall be solely that of debtor and creditor. Nothing in this Note shall be construed as creating a joint venture, partnership, tenancy in common, or joint tenancy between Lender and Borrower.
11. The remedies of this Note are cumulative and concurrent and may be pursued singularly or successively together, at the sole discretion of the holder, and may be exercised as often as occasion therefore shall occur. The waiver by Lender or failure to enforce any term, covenant or condition of this Note or to declare any default hereunder, shall not operate as a waiver of any subsequent default or affect the right of the holder to exercise any right or remedy not expressly waived in writing by the holder.
12. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid. This note and all of the Loan Documents shall be construed under the laws of the [State/Province] of [STATE/PROVINCE].

IN WITNESS WHEREOF, the undersigned has caused this Promissory Note to be duly executed as of the date first written below.

LENDER BORROWER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

(Corporate seal)