*Here are the two document needed to for a line of credit type loan (separated by a page break). A "Revolving Line of Credit Loan Agreement" and a "Promissory Note" - DELETE THIS YELLOW HIGHLIGHTED NOTE AFTER READING and insert the missing information where indicated by the yellow highlighted prompts below*

**REVOLVING LINE OF CREDIT**

**LOAN AGREEMENT**

THIS REVOLVING LINE OF CREDIT LOAN AGREEMENT ("Agreement") is made as of the Effective Date by and between by and between <<\*\*enter name here\*\*>> ("Lender"), and <<\*\*enter name here\*\*>> ("Borrower") both of which are Florida corporations. In consideration of the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. 1. DEFINITIONS
	1. "Advance" means any advance of the proceeds of the Loan made by Lender pursuant to the terms of Section 2.
	2. "Borrower" means <<\*\*enter name here\*\*>>, a Florida corporation
	3. "Draw Request" means a disbursement request submitted to the Lender by the Borrower.
	4. "Effective Date" means the earliest date upon which both parties have executed this Agreement in their names by their duly authorized officers.
	5. "Event of Default" has the meaning set forth in Section 4.
	6. "Loan" means the revolving line of credit in the Maximum Loan Amount and as described in Section 2.
	7. "Loan Documents" means, collectively, this Agreement and the Note and any other documents, instruments and agreements executed in connection therewith or contemplated thereby.
	8. "Line of Credit" means the loan made pursuant to this Revolving Line of Credit.
	9. "Maximum Loan Amount" means $<<\*\*enter dollar amount\*\*>>.
	10. "Note" means the promissory note executed by Borrower in favor of Lender as such Note may be amended and/or amended and restated and/or substituted from time to time evidencing the debt that has resulted from the Loan.
	11. "Maturity Date" means that date that is one year after the Effective Date.
2. REVOLVING LINE OF CREDIT.
	1. On the terms and subject to the satisfaction by Borrower of the conditions set forth in this Agreement, Lender agrees to make a Loan to Borrower, which Loan will be in the form of Advances made from time to time as provided in this Agreement. The outstanding aggregate principal amount of the Loan shall not exceed the Maximum Loan Amount at any time. So long there has been no Event of Default the Borrower may borrow, repay and reborrow, from the Effective Date until the Maturity Date, an amount up to the Maximum Loan Amount.
	2. To receive an Advance the Borrower shall submit a Draw Request to the Lender.
	3. Simultaneously with the execution and delivery of this Agreement, Borrower shall execute and deliver to Lender the Note. The obligation of Borrower to pay the outstanding aggregate principal amount of all Advances plus accrued interest thereon shall be evidenced by the Note.
	4. Borrower irrevocably authorizes Lender to make or cause to be made, at or about the time of any Advance or at the time of Lender's receipt of any payment of the principal amount of the Note, an appropriate notation in Lender's records reflecting the amount of such Advance or payment, as applicable. The outstanding aggregate principal amount of the Note plus accrued interest thereon set forth in Lender's records maintained with respect to the Note (which may include computer records) shall, absent manifest error, be prima facie evidence of the outstanding aggregate principal amount plus accrued interest thereon due and owing to Lender, but the failure to record, or any error in so recording, any such amount on Lender's records shall not limit or otherwise affect the obligations of Borrower under the Note to make payments when due.
	5. Lender's obligation to fund each Advance shall be subject to the satisfaction of the following conditions precedent:
		1. no event shall have occurred which is an Event of Default;
		2. the outstanding principal balance of the Loan, together with the amount of the requested Advance, must not exceed the Maximum Loan Amount; and
		3. there shall have been no material adverse change in Borrower's business, operations, assets or financial condition since the Effective Date, as determined by Lender in its reasonable discretion.
	6. The Loan shall bear interest at the rate of interest as set forth in the Note. No periodic payment shall be required. Borrower shall have the right to prepay (without premium or penalty) the Note in whole or in part at any time. Borrower shall pay on the Maturity Date, and there shall become absolutely due and payable on the Maturity Date, the outstanding principal amount of the Loan and all accrued but unpaid interest thereon (if any).
3. TRANSACTION CHARACTERIZATION. This Agreement is a contract to extend a financial accommodation for the benefit of Borrower. It is the intent of the parties hereto that the business relationship created by this Agreement and the Note is solely that of creditor and borrower and has been entered into by both parties in reliance upon the economic and legal bargains contained in this Agreement and the Note. This Agreement is not intended, nor shall the same be deemed or construed, to create a partnership between Borrower and Lender, to make them joint venturers, to make Borrower an agent, legal representative, partner, subsidiary or employee of Lender, nor to make Lender in any way responsible for the debts, obligations or losses of Borrower.
4. DEFAULT AND REMEDIES.
	1. Each of the following shall be deemed an event of default by Borrower, after notice, to the extent required hereunder, and after the expiration of any applicable grace or cure period without the cure thereof (each, an "Event of Default"):
		1. If any principal, interest or other monetary sum due under the Note is not paid within five days from the date when due and Lender shall have given notice of such failure to Borrower and such failure shall not have been cured by Borrower within five days from the delivery of such notice;
		2. If Borrower fails to observe or perform any of the other covenants, conditions, or obligations of this Agreement
		3. If there is filed by or against Borrower a petition in bankruptcy or a petition for the appointment of a receiver of trustee of the property of Borrower, and such petition is not dismissed within sixty (60) days of the date of filing, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or of any similar state or federal law, or if Borrower makes a general assignment for the benefit of creditors or makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction
	2. Upon and during the continuance of an Event of Default Lender shall have no obligation to fund any Advance to Borrower and Lender may declare all obligations of Borrower under the Note, this Agreement and any other Loan Document to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as expressly provided herein. Thereafter, Lender may exercise, at its option, concurrently, successively or in any combination, all remedies available at law or in equity, including without limitation any one or more of the remedies available under the Note. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every remedy to which Lender may be entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender.
5. MISCELLANEOUS PROVISIONS.
	1. Waiver and Amendment. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
	2. Captions. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.
	3. Lender's Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Lender, that (i) there shall be absolutely no personal liability on the part of any shareholder, director, officer or employee of Lender, with respect to any of the terms, covenants and conditions of this Agreement or the other Loan Documents, (ii) Borrower waives all claims, demands and causes of action against Lender's officers, directors, employees and agents in the event of any breach by Lender of any of the terms, covenants and conditions of this Agreement or the other Loan Documents to be performed by Lender and (iii) Borrower shall look solely to the assets of Lender for the satisfaction of each and every remedy of Borrower in the event of any breach by Lender of any of the terms, covenants and conditions of this Agreement or the other Loan Documents to be performed by Lender, such exculpation of liability to be absolute and without any exception whatsoever.
	4. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
	5. Construction Generally. This is an agreement between parties who are experienced in sophisticated and complex matters similar to the transaction contemplated by this Agreement and is entered into by both parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Borrower and Lender were each represented by legal counsel competent in advising them of their obligations and liabilities hereunder.
	6. Other Documents. Each of the parties agrees to sign such other and further documents as may be reasonably necessary to carry out the intentions expressed in this Agreement.
	7. Attorneys' Fees. In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. References in this Agreement to the attorneys' fees and/or costs of a party shall mean both the reasonable fees and costs of independent outside counsel retained by such party with respect to this transaction and the reasonable fees and costs of the party's in-house counsel incurred in connection with this transaction.
	8. Entire Agreement. This Agreement and the other Loan Documents, together with any other certificates, instruments or agreements to be delivered in connection therewith, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Borrower and Lender with respect to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by Borrower and Lender, the Commitment shall be deemed null and void and of no further force and effect and the terms and conditions of this Agreement shall control notwithstanding that such terms may be inconsistent with or vary from those set forth in the Commitment.
	9. Forum Selection; Jurisdiction; Venue; Choice of Law. Borrower acknowledges that this Agreement was substantially negotiated in the State of Florida, the Agreement was signed and delivered by Lender and Borrower in the State of Florida, all payments under the Note will be delivered in the State of Florida and there are substantial contacts between the parties and the transactions contemplated herein and the State of Florida. For purposes of any action or proceeding arising out of this Agreement or any of the other Loan Documents, the parties hereto hereby expressly submit to the jurisdiction of all federal and state courts located in the State of Florida and Borrower consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida in accordance with applicable law. Furthermore, Borrower waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. It is the intent of the parties hereto that all provisions of this Agreement shall be governed by and construed under the laws of the State of Florida.
	10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
	11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and permitted assigns, including, without limitation, any United States trustee, any Borrower in possession or any trustee appointed from a private panel.
	12. Survival. All representations, warranties, agreements, obligations and indemnities of Borrower and Lender set forth in this Agreement shall survive the execution of this Agreement and each Advance.
	13. WAIVER OF JURY TRIAL AND PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM LENDER WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY BORROWER AGAINST Lender OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY BORROWER OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

<<\*\*enter name here\*\*>>

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 print name and title

<<\*\*enter name here\*\*>>

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 print name and title

**PROMISSORY NOTE**

**REVOLVING LINE OF CREDIT**

FOR VALUE RECEIVED, the undersigned ('Borrower'), promises to pay to <<\*\*enter name here\*\*>> ("Lender"), or order, the aggregate principal amount outstanding on the Revolving Line of Credit Loan Agreement ("Agreement") entered into between the Borrower and the Lender executed on the same date herewith as shown on Lender's records which shall at all times be conclusive and govern with interest payable at <<\*\*interest\*\*>>% per annum. All outstanding principal and interest shall be payable on or before the Maturity Date specified in the Agreement.

It is expressly agreed by Borrower that the maximum outstanding principal at any one time on this Note shall not exceed the Maximum Loan Amount specified in the Agreement and the amount outstanding on this Note at any specific time shall be the total amount advanced hereunder by Lender less the amount of principal payments made hereon from time to time by Borrower. All amounts payable hereunder shall be paid in lawful money of the United States. Should the rate of interest as calculated under this note exceed that allowed by law, the applicable rate of interest will be the maximum rate of interest allowed by applicable law.

Principal and interest shall be payable at <<\*\*enter address here\*\*>> or at such other place as the holder hereof may designate. At Lender's option, any payments may be applied first to accrued interest (if any) and then to principal. This Promissory Note shall become immediately due and payable at the option of the holder hereof without presentment or demand or any notice to Borrower or any other person obligated hereon, upon default in the payment of any of the principal hereof or any interest thereon when due, or in payment under any other agreement between Borrower and Lender. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

In the event any holder hereof utilizes the services of an attorney in attempting to collect the amounts due hereunder or to enforce the terms hereof or of any agreements related to this indebtedness, or if any holder hereof becomes party plaintiff or defendant in any legal proceeding in relation to the property described in any instrument securing this note or for the recovery or protection of the indebtedness evidenced hereby, Borrower, its successors and assigns, shall repay to such holder hereof, on demand, all costs and expenses so incurred, including reasonable attorneys' fees, including those costs, expenses and attorneys' fees incurred after the filing by or against the Borrower of any proceeding under any chapter of the United States Bankruptcy Code, or similar federal or state statute, and whether incurred in connection with the involvement of any holder hereof as creditor in such proceedings or otherwise.

Borrower waives demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notice, filing of suite and diligence in collecting this note or the release of any party primarily or secondarily liable hereon and further agree that it will not be necessary for any holder hereof, in order to enforce payment of this note by any of them, to first institute suit or exhaust its remedies against any maker or others liable herefor, and consent to any extension or postponement of time of payment of this note or any other indulgence with respect hereto without notice thereof to any of them.

Lender and Borrower will establish specific instructions and procedures by which draws against said credit will be presented for disbursement, but nothing contained herein shall create a duty on the part of Lender to make said disbursement if Borrower is in default.

**Borrower: <<\*\*enter name here\*\*>>**

by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 print name and title