

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "Agreement") is made and entered into by and between Borrower Name, a Texas Ownership Structure ("Borrower"), and the _____ **Community Development Financial Institution**, ("Lender"), a Texas Non-Profit Corporation.

Borrower has applied to Lender for a loan in the principal amount of Loan Amount and XX/100 Dollars (\$XXX,XXX.XX), (the "Loan"). In consideration of the mutual covenants and agreements herein contained, Lender and Borrower agree as follows:

WITNESSETH:

1.01 DEFINITIONS. The terms used in this Agreement shall have the following meanings:

- 1.1. Casualty Insurance Policies shall mean fire insurance, comprehensive property damage, public liability, worker's compensation, and other insurance deemed necessary or otherwise required by Lender.
- 1.2. Collateral shall mean the Personal Property and the Real Property.
- 1.3. Commitment Fee shall mean a fee equal to XX percent (XX%) of the loan amount (\$XXX.XX) payable to Lender and is due at the time of the loan closing.
- 1.4. Deed of Trust shall mean that certain Deed of Trust, Security Agreement and Assignment of Rents executed and delivered by Borrower unto Margo Weisz, Trustee for the benefit of Lender, covering the Real Property.
- 1.5. Financing Statements shall mean and include all such Uniform Commercial Code financing statements and continuation statements as Lender shall require, duly executed by the Borrower or others to give notice of and to perfect or continue perfection, of Lender's security interest in the Collateral or other security for the Loan.
- 1.6. Governmental Authority shall mean any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.
- 1.7. Guaranty shall mean a guaranty agreement duly executed by the Guarantor, whereby the Guarantor, primarily and unconditionally, guarantees to Lender payment of the Loan and performance of Borrower's obligations under the Loan Documents on a continuing basis.

1.8. Legal Requirements shall mean (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Borrower, any Guarantor or the Collateral, including, but not limited to, those respecting the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) Grantor's sole proprietorship, (iii) any and all leases and other contracts (written or oral) of any nature to which Grantor or any Guarantor may be bound, and (iv) any and all restrictions, reservations, conditions, easements or other covenants or agreements of record affecting the Real Property.

1.9. Loan Documents shall include this Agreement, the Note (including all renewals, extensions, modifications and rearrangements thereof), the Deed of Trust, the Security Agreement, the Financing Statements and all other instruments contemplated to be executed pursuant to or in connection with the Loan.

1.10. Note shall mean those (1) certain Promissory Note in the stated principal amount of Loan Amount and XX/00 Dollars (\$XX,XXX.XX), in the form and substance as prescribed by Lender, and all renewals, extensions and rearrangements thereof or substitutions therefore, permitted by the Lender, duly executed by Borrower.

1.11. Personal Property shall mean the following described property, together with any and all additions, accessions, replacements, accessories, amendments and modifications thereto, extensions, renewals, enlargements, products and proceeds thereof, substitutions therefore, and income and profits there from:

(a) All present and future accounts, chattel paper, contract rights, documents, instruments, deposit accounts and general intangibles (including any right to payment for goods sold or services rendered arising out of the sale or delivery of personal property or work done or labor performed by Borrower), now or hereafter owned, held, or acquired by Borrower, together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods.

(b) All present and hereafter acquired inventory (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of service, in whole or in part, by Borrower wherever located, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(c) All equipment, vehicles and fixtures of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Borrower and used or usable in Borrower's business (including, without limiting the generality of the foregoing, those certain items set forth on the additional sheets, if any, attached hereto and made a part hereof by reference as Annex 1), together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

3.1. Real Property: Borrower Pledging Property is pledging personal property located at Physical Address ____ City, Texas 7XXXX. Legal description: To Be Taken From Warranty Deed.

3.2. Security Agreement shall mean that certain Security Agreement covering the Personal Property and securing the Note, duly executed by Borrower and such others (if any) as shall be required to create a security interest in the Personal Property.

3.3. Security Instrument shall mean the Deed of Trust and/or the Security Agreement, as applicable.

1.04 LOAN COMMITMENT AND REPAYMENT. Subject to the terms and provisions of this Agreement:

4.1. Loan Commitment. Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, the amount Loan Amount and XX/100 Dollars (\$XX,XXX.XX). Interest on the sums advanced under the Loan shall accrue at the rate of X.XX% per annum and shall be calculated at a daily rate equal to 1/360th of the annual percentage rate, based on the actual number of days elapsed.

4.2. Security. Payment of the indebtedness evidenced by the Note and the other Loan Documents shall be guaranteed by the Guarantor and secured by the Security Instrument and the liens, security interests and collateral assignments created or evidenced by the other Loan Documents.

4.3. Repayment of the Term Loan of \$XX,XXX.XX. Borrower will repay the Loan to Lender as follows:

(a) Interest on this Note shall accrue at the rate of X.XX% per annum and shall be calculated at a daily rate equal to 1/360th of the annual percentage rate that this Note bears, based on the actual number of days elapsed.

- (b) A payment representing interest only from the date hereof through the month of Month of Closing shall be due and payable on the 1st day of Month After Closing Month 20XX.
- (c) Installments of principal and interest in the amount of Monthly P & I Payment and XX/100 Dollars (\$X,XXX.XX), shall be due and payable monthly commencing on the 1st day of Month, 20XX, with a like installment due and payable on the first day of each succeeding month thereafter to maturity. All payments made as scheduled on this Note shall be applied, to the extent thereof, first to accrued but unpaid interest and the balance to unpaid principal.
- (d) On the Maturity Date, the entire outstanding principal amount of the original loan amount of Loan Amount and XX/100 Dollars (\$X,XXX.XX) shall be due and payable in one balloon payment on Maturity Date - Month, Day, 20XX.

1.05 REPRESENTATIONS AND WARRANTIES OF BORROWER. Borrower represents and warrants that:

- 5.1. Organization. Borrower is a Ownership Structure duly organized, validly existing and in good standing under the laws of the State of Texas and all other states where it is doing business, and has all requisite power and authority to execute and deliver this Loan Agreement and the other Loan Documents; and
- 5.2. Due Execution of Loan Documents. This Agreement, the Note, the Security Agreement and the other Loan Documents have been or will be duly executed, issued and delivered by Borrower and constitute or, when executed and delivered to Lender, will constitute valid and legally binding obligations of Borrower, enforceable in accordance with their respective terms.
- 5.3. Consent Not Required. No consent of any person and no consent, license, approval or authorization of, or registration or declaration with, any governmental body, authority, bureau or agency is required in connection with the execution and delivery of this Agreement, the Note, the Security Agreement and the other Loan Documents to which Borrower is a party.
- 5.4. No Conflict. Neither the execution and delivery of this Agreement, the Note, the Security Agreement and the other Loan Documents, the consummation of the transactions contemplated therein, nor compliance by Borrower with this Agreement, the Note, the Security Agreement and the other Loan Documents will conflict with or result in a breach of any of the terms, conditions or provisions of any law, regulations, order, writ, injunction or decree of any court or governmental instrumentality, of any agreement or instrument to which Borrower is a party or by which it is bound or to which it is subject, constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the

property of Borrower pursuant to the terms of any such agreement or instrument.

5.5. No Pending or Threatened Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Borrower threatened, against or affecting Borrower, the Guarantor or the Collateral, or involving the validity or enforceability of the Loan Documents or the priority of the liens or security interests created thereby, and there are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting Borrower or any Guarantor which could have a material adverse affect on the ability of each or any of such parties to perform their respective obligations under the Loan Documents; and further, no event has occurred (including specifically Borrower's execution of the Loan Documents and its consummation of the loan represented thereby) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time, or both) a default under, any Legal Requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's or any of Guarantor's property other than the lien and security interest created by the Loan Documents.

5.6. Financial Matters. Borrower is solvent, is not bankrupt and has no outstanding liens, suits, garnishments, bankruptcies or court actions that could render Borrower insolvent or bankrupt. There has not been filed by or against Borrower a petition in bankruptcy or a petition or answer seeking an assignment for the benefit of creditors, the appointment of a receiver, a trustee, custodian or liquidator with respect to Borrower or any substantial portion of Borrower's property, reorganization, arrangement, rearrangement, composition, extension, liquidation or dissolution or similar relief under the United States Bankruptcy Code or any state law. All reports, statements and other data or applications for credit supplied to Lender by or on behalf of Borrower or the Guarantor prior to, contemporaneously with or subsequent to the execution of this Agreement are true and correct in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading. Any and all financial statements and applications for credit have been prepared in accordance with generally accepted accounting principles consistently applied, and fully and accurately present the financial condition of the subject thereof as of the date thereof and no material adverse change has occurred in the financial condition reflected therein since the respective dates thereof.

5.7. No Existing Violation or Default. Borrower is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority, or in the payment of any indebtedness for borrowed money or under the terms or provisions of any agreement or instrument evidencing or securing any such indebtedness.

5.8. No Verbal Agreements. Borrower has not made any verbal or written contract or arrangement of any kind, the occurrence, performance or recordation of which would give rise to a lien or security interest in the Collateral.

5.9. Taxes. Borrower has filed all federal, state and local tax reports and returns required by any law or regulation to be filed by it, including, without limitation, any and all payroll taxes, and has either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provision for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

5.10. Compliance with Applicable Laws. The location, construction, occupancy, operation and use of the Collateral and the intended use thereof by Borrower comply with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions (all of the foregoing hereinafter sometimes collectively referred to as "Applicable Laws"). Borrower has obtained all requisite zoning, utility, building, health and operating permits from the applicable Governmental Authority.

1.06 AFFIRMATIVE COVENANTS AND AGREEMENTS OF BORROWER.
Until the Note and all other obligations and liabilities of Borrower under this Loan Agreement and the other Loan Documents are fully paid and satisfied, Borrower covenants and agrees with Lender as follows:

6.1. Access to Records. Borrower shall maintain its books and records in accordance with generally accepted accounting principles, applied on a consistent basis, and permit Lender to visit its properties and installations to examine, audit and make and take away copies or reproductions of Borrower's books and records, at all reasonable times. Further, Borrower shall furnish Lender with such additional information and statements, lists of assets and liabilities, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may request from time to time.

6.2. Proceedings Affecting Loan. Lender may (but shall not be obligated to) commence, appear in or defend any action or proceeding purporting to affect the Loan, the Collateral or the respective rights and obligations of Lender and Borrower pursuant to this Agreement. Lender may (but shall not be obligated to) pay all necessary expenses, including reasonable attorneys' fees and expenses, incurred in connection with such proceedings or actions, which Borrower agrees to repay to Lender upon demand.

6.3. Further Assurances. Borrower will execute such additional instruments as may be requested by Lender in order to correct any errors or omissions in the Loan

Documents, to carry out the intent of the Loan Documents and to perfect or give further assurances of any of the rights, titles, liens or security interests granted or provided for in any of the Loan Documents.

6.4. Payment of Taxes. Borrower shall pay and discharge when due all of its indebtedness and obligations, including without limitation, all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Borrower shall furnish Lender with receipts of tax statements marked "Paid" to evidence the payment of all taxes levied on the Collateral and the Property on or before thirty (30) days prior to the date such taxes become delinquent. Lender shall have the right at any (but shall have no obligation) to take, in its name or in the name of Borrower, such action as Lender may at any time determine to be necessary or advisable to cure any default or to protect the rights of Borrower or Lender thereunder. Lender shall incur no liability of any action so taken by it or in its behalf shall prove to be inadequate or invalid, and Borrower agrees to hold liability or expense (including, but not limited to, attorney's fees) incurred in connection with any such action.

6.5. Reporting Requirements. Borrower shall provide Lender:

- (a) As soon as possible and in any event within two (2) days after the occurrence of each Event of Default, as defined herein, or each event which, with the giving of notice or lapse of time or both, would constitute an Event of Default, continuing on the date of such statement, the written statement of the president of Borrower setting forth the details of such Event of Default or event and the action which Borrower proposes to take with respect thereto;
- (b) As soon as available, and in any event within thirty (30) days after the end of each quarter, financial statements of Borrower, including, but not limited to, a balance sheet and income statement of Borrower as of the end of such quarter, all in form and substance and in reasonable detail satisfactory to Lender and duly certified by the president of Borrower (i) as being true and correct in all material aspects to the best of his or her knowledge and (ii) as having been prepared in accordance with generally accepted accounting principles, consistently applied;
- (c) As soon as available, and in any event within ninety (90) days after the end of the fiscal year of Borrower, financial statements of Borrower, including, but not limited to, a balance sheet and income statement of Borrower as of the end of the preceding fiscal year and filed federal and state corporate tax returns for the preceding year, all in form and substance and in reasonable detail satisfactory to Lender and duly certified by the president of Borrower (i) as being true and correct in all material aspects to the best of

his or her knowledge and (ii) as having been prepared in accordance with generally accepted accounting principles, consistently applied;

- (d) Notice of (i) any and all material adverse changes in Borrower's financial condition, and (ii) all claims made against Borrower that could materially affect the financial condition of Borrower;
- (e) Upon demand of Lender, evidence of payment of all assessments, taxes, charges, levies, liens and claims on or against Borrower's properties, income or profits, and authorize the appropriate governmental official to deliver to Lender at any time a written statement of any assessments, taxes, charges, levies, liens and claims against Borrower's properties, income or profits; and
- (f) Such other information respecting the business, properties or condition or the operations, financial or otherwise, of Borrower as Lender may from time to time reasonably request.
- (g) As soon as available and in any event within 30 days after the end of each fiscal quarter of Maker, a job creation report in form and substance acceptable to Payee.

Failure by either Maker or the Guarantor to comply with the requirements of any of the above subparagraphs within sixty (60) days after the respective due date thereof will result in a penalty in the amount of \$30.00 per violation due and payable by maker to Payee on demand.

1.08 NEGATIVE COVENANTS. Until the Note and all other obligations and liabilities of Borrower under this Loan Agreement and the other Loan Documents are fully paid and satisfied, **Borrower will not, without the prior written consent of Lender:** (a) make any material change in the nature of its business as carried on as of the date hereof; (b) liquidate, merge or consolidate with or into any other entity; (c) sell, transfer or otherwise dispose of any of its assets or properties, other than in the ordinary course of business; (d) create, incur or assume any lien or encumbrance on any of its assets or properties, including without limitations, the Collateral; (e) **change its address, location, name, identity or corporate structure**, (f) create, incur or assume any indebtedness for borrowed money or issue or assume any other note, debenture, bond or other evidences of indebtedness, or guarantee any such indebtedness or such evidences of indebtedness of others, other than (i) borrowings from Lender, and (ii) borrowings outstanding on the date hereof and disclosed in writing to Lender; (f) permit the sale or other transfer of any of the ownership interest in Borrower; or (g) permit a change in the management of Borrower.

1.09 INDEMNITY. Borrower hereby agrees to indemnify, defend at its sole cost and expense and hold Lender and its successors and assigns harmless from and against

and to reimburse Lender with respect to, any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, asserted against or incurred by Lender at any time and from time to time by reason of or arising out of (i) the breach of any representation or warranty of Borrower set forth herein, (ii) the failure of Borrower, in whole or in part, to perform any obligation required in any Loan Document to be performed by Borrower, and (iii) the ownership, construction, occupancy, operation, use and maintenance of the Collateral. This indemnity applies, without limitation, to any violation of any Applicable Environmental Law and any and all matters arising out of any act, omission, event or circumstance presently existing or hereafter arising (including without limitation the presence on the Real Property or release from the Real Property of hazardous substances or solid waste disposed of or otherwise released), regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence.

1.010 EVENTS OF DEFAULT AND REMEDIES.

10.1. Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

- (a) A failure of Borrower to pay the principal of or interest on the Note as and when the same becomes due and payable in accordance with the terms of the Note, and such failure shall continue for a period of ten (10) days after receipt of written notice from Lender specifying such failure; provided, however, that Lender shall be obligated to give only one (1) such notice in calendar year and, after the giving of such one notice, Lender shall be entitled to exercise its remedies upon any subsequent default occurring within such calendar year without any requirement of notice.
- (b) A failure of Borrower to perform any of the covenants, obligations or agreements contained in this Agreement, the Note, the Deed of Trust, the Security Agreement or any of the other Loan Documents, other than as set forth in Subsection 7.01 (a) above;
- (c) Any representation contained herein or in any other Loan Document by Borrower or Guarantor is false or misleading in any material respect;
- (d) Any substantial damage to or destruction of the Collateral shall occur so that, in the opinion of Lender, it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time;
- (e) The liquidation, termination or dissolution of Borrower;

- (f) If Borrower or any Guarantor (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver or custodian appointed for, or take possession of, all or substantially all of the assets of such party, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within thirty (30) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within thirty (30) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of thirty (30) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party;
- (g) a writ or warrant of attachment or any similar petition shall be issued by any court or other authority against all or any substantial portion of the properties of Borrower or Guarantor, or against all or any part of the Collateral;
- (h) The holder of any lien or security interest on the Collateral (without hereby implying the consent of Lender to the existence or creation of a such lien or security interest) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;
- (i) If any lien granted under the Loan Documents becomes invalid, unenforceable, or is not, or ceases to be, a first perfected priority lien in favor of Lender against any asset which it is intended to encumber;
- (j) If there shall occur a material adverse change in the assets, liability, financial condition or business operation of Borrower or Guarantor.

10.1. General Remedies of Lender. Upon the occurrence of any Event of Default, Lender shall have the right, at its option, without notice or demand upon Borrower or any other party (except as expressly provided for herein or by applicable law) to do the following: (a) declare the unpaid balance of the Loan (including all principal thereof and all interest then accrued thereon) to be immediately due and payable; (b) cease further advances under the Loan; (c)

enter and take possession of the Collateral to the exclusion of Borrower; and/or (d) enforce or avail itself of any and all remedies provided in any of the Loan Documents, at law or equity.

10.2. Waiver by Borrower. Borrower and all other parties liable for the indebtedness and obligations set forth in the Note and the Loan Documents, hereby expressly waive demand, notice of intent to demand, presentment for payment, notice of nonpayment, protest, notice of protest, grace, notice of dishonor, notice of intent to accelerate maturity, notice of acceleration of maturity, and diligence in collection.

10.3. Remedies Cumulative. All powers, rights and remedies of Lender set forth in this Agreement shall be cumulative and not exclusive of any other power, right or remedy available to Lender under this Agreement, the other Loan Documents or at law or in equity to enforce the performance or observance of the covenants and agreements contained in this Agreement and the other Loan Documents, and no delay or omission of Lender to exercise any power, right or remedy accruing to Lender shall impair any such power, right or remedy, or shall be construed to be a waiver of the right to exercise any such power, right or remedy. Every power, right and remedy of Lender set forth in this Agreement, the other Loan Documents or afforded by law may be exercised from time to time, and as often as may be deemed expedient, by Lender.

1.011 MISCELLANEOUS PROVISIONS.

11.1. Form and Execution of Documents. Each written instrument and Loan Document required by this Agreement or any of the other Loan Documents to be furnished to Lender shall be furnished to Lender in one or more copies as required by Lender; and shall in all respects be in form and substance satisfactory to Lender and to its legal counsel.

11.2. Controlling Agreement. Notwithstanding any provision to the contrary contained in this Agreement or in any of the other Loan Documents, it is expressly provided that in no case or event shall the aggregate of (a) all interest on the unpaid balance of the Note, accrued or paid from the date hereof, and (b) the aggregate of any other amounts accrued or paid pursuant to the Note, the Deed of Trust, the Security Agreement or any of the other Loan Documents, which under applicable laws are or may be deemed to constitute interest upon the Loan from the date hereof, ever exceed the maximum rate of interest which could lawfully be contracted for, charged or received on the unpaid principal balance of the Loan. In this connection, it is expressly stipulated and agreed that it is the intent of Borrower and Lender to contract in strict compliance with the usury laws of the State of Texas and of the United States from time to time in effect. In furtherance thereof, none of the terms of this Agreement, the Note, the Deed of Trust, the Security Agreement or any of the other Loan Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be contracted for,

Attn: Borrower Name(s)

If to the Lender: ___ Community Development Financial Institution
 Physical Address
 ___ City, Texas 7XXXX
 Attn: Executive Director

Each of the parties hereto shall be entitled to specify a different address by giving written notice to the other party hereto in accordance with this section.

11.6. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

11.7. Payment of Fees and Expenses. Borrower shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with (i) the preparation of this Loan Agreement and the other Loan Documents, and any and all extensions, renewals, amendments, supplements, extensions or modifications thereof, (ii) any action required in the course of administration of the indebtedness and obligations evidenced by the Loan Documents, and (iii) any action in the enforcement of Lender's rights upon the occurrence of an Event of Default.

11.8. Principles of Construction. In this Agreement, the singular number shall include the plural and vice versa. All pronouns shall include masculine, feminine and neuter gender, as appropriate, regardless of gender used. Titles of articles and sections are for convenience only and shall not limit the applicability of any provision.

11.9. GOVERNING LAW AND VENUE. THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAW. UNLESS OTHERWISE HEREIN PROVIDED, ALL PAYMENTS AND PERFORMANCES REQUIRED HEREUNDER SHALL BE PAID OR PERFORMED IN TRAVIS COUNTY, TEXAS.

11.10. FINAL AGREEMENT. THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE MATTERS CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

EXECUTED this ____ day of Month 20XX.

LENDER:

____ Community Development Financial Institution,
a Texas Non-Profit Corporation

By: _____
_____, President

BORROWER:

Borrower Name,
a Texas Ownership Structure

By: _____
Borrower Name

By: _____
Borrower Name