**TERM LOAN AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, [*year*], by and among [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a [*state*] nonprofit corporation, [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a [*state*] nonprofit corporation, and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a [*state*] nonprofit corporation, (the “Foundations”), [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a [*state*] nonprofit corporation (the “Borrower”).

RECITALS:

1. The Borrower has requested a loan from the Foundations for the purpose of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], through which the Borrower will [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. The proceeds of the loan made under this Agreement shall be used solely for the above-described purpose, as more fully set forth in the Borrower’s loan request to the Foundation and the attachments thereto (the “Permitted Purpose”), on which the Foundations have relied in entering into this Agreement and which are hereby incorporated herein and made a part hereof.
2. The Foundation has conducted an inquiry concerning the Borrower to determine that the Borrower is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), and that the loans made hereunder will be used for proper purposes. The Foundation’s primary purpose in entering into this Agreement and making the loan to the Borrower is to significantly further the accomplishment of the Foundations’ charitable purpose, and the Foundations would not be making the loans, respectively, to the Borrower but for the relationship between the loans and the accomplishment of such purpose.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, the parties agree as follows:

# **LOAN**

## **Term Loan.**

Subject to all of the terms and conditions of this Agreement and in reliance on the representations and warranties contained herein, the Foundations shall make a loan to the Borrower in the amount of *$XXX,XXX*, which shall be evidenced by a single promissory note (the “Note”) payable to the order of the Foundation in the principal amount advanced, dated as of the date hereof, in the form attached hereto as Exhibit 1.01.

## **Use of Proceeds.**

The Borrower represents, warrants and agrees that the proceeds of the loan made hereunder will be used solely for the Permitted Purpose.

## **Optional Prepayment.**

The Note may be prepaid in whole or in part at the option of the Borrower on any interest payment date without premium or penalty.

## **Computations; Non-Business Days.**

All fees, and all interest payable on the Note, shall be computed for the actual number of days elapsed, using a daily rate determined by dividing the annual rate by 365. Whenever any payment to be made hereunder or under the Note shall be stated to be due on a Saturday, Sunday or a public holiday under the laws of the State of [\_\_\_\_\_], such payment may be made on the next succeeding business day, and such extension of time shall be included in the computation of interest under the Note.

# **REPRESENTATIONS AND WARRANTIES**

In order to induce the Foundation to make the loan as provided herein, the Borrower represents and warrants to the Foundation as follows, as of the date of this Agreement:

## **Organization.**

The Borrower is a corporation duly organized and existing in good standing or active status under the laws of the State of [\_\_\_\_\_\_\_\_\_] and has all requisite power and authority, corporate or otherwise, to conduct its business and to own its properties. The Borrower is tax-exempt under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. The Borrower has no subsidiary. The Borrower is duly licensed or qualified to do business in all jurisdictions in which such qualification is required and failure to so qualify could have a material adverse effect on the property, financial condition or business operations of the Borrower.

## **Authority.**

The execution, delivery and performance of this Agreement and the Note are within the corporate powers of the Borrower, have been duly authorized by all necessary corporate action and do not and will not (i) violate any provision of the articles of incorporation or by-laws of the Borrower or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Borrower; (ii) require the consent or approval of, or filing or registration with, any governmental body, agency or authority; or (iii) result in a breach of or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property of the Borrower pursuant to, any indenture or other agreement or instrument under which the Borrower is a party or by which it or its properties may be bound or affected. This Agreement constitutes, and the Note when executed and delivered hereunder will constitute, legal, valid and binding obligations of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the enforceability of creditors’ rights generally.

## **Financial Statements.**

The balance sheet of the Borrower as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the statement of profit and loss and cash flow of the Borrower for the year ended on that date, as heretofore furnished to the Foundation (the “Financial Statements”), are correct and complete and truly represent the financial condition of the Borrower as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the results of its operations for the fiscal year ended on that date. Since such date there has been no material adverse change in the property, financial condition or business operations of the Borrower.

## **Contingent Liabilities.**

The Borrower does not have any guarantees or other contingent liabilities outstanding (including, without limitation, liabilities by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in a debtor or otherwise to assure a creditor against loss), except those permitted by section 3.11 hereof.

## **Taxes.**

Except as expressly disclosed in the Financial Statements, the Borrower does not have any material outstanding unpaid tax liability (except for taxes which are currently accruing from current operations and ownership of property, which are not delinquent), and no tax deficiencies have been proposed or assessed against the Borrower.

## **Absence of Litigation.**

The Borrower is not a party to any litigation or administrative proceeding, nor so far as is known by the Borrower is any litigation or administrative proceeding threatened against it, which in either case (i) relates to the execution, delivery or performance of this Agreement or the Note, or (ii) could, if adversely determined, cause any material adverse change in its property, financial condition or the conduct of its business.

## **Absence of Default.**

No event has occurred which either of itself or with the lapse of time or the giving of notice or both, would give any creditor of the Borrower the right to accelerate the maturity of any indebtedness of the Borrower for borrowed money. The Borrower is not in default under any other lease, agreement or instrument, or any law, rule, regulation, order, writ, injunction, decree, determination or award, non-compliance with which could materially adversely affect its property, financial condition or business operations.

## **No Burdensome Agreements.**

The Borrower is not a party to any agreement, instrument or undertaking, or subject to any other restriction, (i) which materially adversely affects or may in the future so affect the property, financial condition or business operations of the Borrower, or (ii) under or pursuant to which the Borrower is or will be required to place (or under which any other person may place) a lien upon any of its properties securing indebtedness either upon demand or upon the happening of a condition, with or without such demand.

## **Leases.**

The Borrower is not a party to any lease or similar arrangement, except as disclosed in the Financial Statements.

## **Partnerships; Joint Ventures.**

The Borrower is not a member of any partnership or joint venture.

## **Full Disclosure.**

No information, exhibit or report furnished by the Borrower to the Foundation in connection with the negotiation or execution of this Agreement contained any material misstatement of fact as of the date when made or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading as of the date when made.

## **Fiscal Year.**

The fiscal year of the Borrower ends on \_\_\_\_\_\_\_\_\_\_ of each year.

# **NEGATIVE COVENANTS**

While any part of the principal of or interest on the Note remains unpaid, the Borrower shall not do any of the following, without the prior written consent of the Foundation:

## **Use of Loan Proceeds.**

Use the loan proceeds or any earnings therefrom for any purpose other than the Permitted Purpose.

## **Restrictions under Internal Revenue Code.**

Use the loan proceeds or any earnings therefrom:

### To carry on propaganda, or otherwise attempt, to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code);

### To attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code);

### To provide a grant to an individual for travel, study, or similar purpose;

### To make a grant to another organization without prior written approval of the Foundation;

### For other than charitable or educational purposes (within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code).

## **Restriction of Indebtedness.**

Create, incur, assume or have outstanding any indebtedness for borrowed money or the deferred purchase price of any asset (including obligations under Capitalized Leases), except:

### the Note issued under this Agreement; and

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## **Amendments and Prepayments.**

Agree to any amendment, modification or supplement, or obtain any waiver or consent in respect of compliance with any of the terms of, or call or redeem, or make any purchase or prepayment of or with respect to, any instrument or agreement evidencing or relating to any indebtedness for borrowed money or for the deferred purchase price of any asset, including Capitalized Leases.

## **Restriction on Liens.**

Create or permit to be created or allow to exist any mortgage, pledge, encumbrance or other lien upon or security interest in any property or asset now owned or hereafter acquired by the Borrower, except Permitted Liens.

## **Restriction on Sale of Property.**

Enter into any agreement to sell, or sell, the property purchased with proceeds of the loan made hereunder, unless notice is provided to the Foundation in compliance with section 6.08.

## **Sale and Leaseback.**

Enter into any agreement providing for the leasing by the Borrower of property which has been or is to be sold or transferred by the Borrower to the lessor thereof, or which is substantially similar in purpose to property so sold or transferred.

## **Acquisitions, Loans and Investments.**

Acquire any other business or make any loan, advance or extension of credit to, or investment in, any other person, corporation or other entity, including investments acquired in exchange for stock or other securities or obligations of any nature, or create or participate in the creation of any subsidiary or joint venture, except:

### investments in (i) savings accounts or certificates of deposit in a financial institution of recognized standing; (ii) obligations issued or fully guaranteed by the United States; and (iii) prime commercial paper maturing within 90 days of the date of acquisition by the Borrower; and

### investments shown on the Financial Statements, provided, that such investments shall not be increased.

## **Liquidation; Merger; Disposition of Assets; Loss of Exemption.**

Liquidate or dissolve; or merge with or into or consolidate with or into any other corporation or entity; or sell, lease, transfer or otherwise dispose of all or any substantial part of its property, assets or business (other than sales made in the ordinary course of business); or lose its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

## **Accounts Receivable.**

Discount or sell with recourse, or sell for less than the face amount thereof, any of its notes or accounts receivable, whether now owned or hereafter acquired.

## **Contingent Liabilities.**

Guarantee or become a surety or otherwise contingently liable (including, without limitation, liable by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in a debtor or otherwise to assure a creditor against loss) for any obligations of others, except pursuant to the deposit and collection of checks and similar items in the ordinary course of business.

## **Salaries and Other Compensation.**

Pay salaries, bonuses, profit-sharing payments or any other compensation of any kind to officers, directors, and other employees having management or executive responsibilities in excess of the fair market value of the services rendered (i.e., reasonable compensation paid by similarly situated tax-exempt organizations for comparable services).

## **Affiliates.**

Suffer or permit any transaction with any Affiliate, except on terms not less favorable to the Borrower than would be usual and customary in similar transactions with non-affiliated persons.

## **Partnerships; Joint Ventures.**

Become a member of any partnership or joint venture.

## **Fiscal Year.**

Change its fiscal year.

## **Derivatives.**

Enter into any interest rate, commodity or foreign currency exchange, swap, collar, cap or similar agreement except to hedge against actual interest rate, foreign currency or commodity exposure.

# **AFFIRMATIVE COVENANTS**

While any part of the principal of or interest on the Note remains unpaid, the Borrower shall, unless waived in writing by the Foundation:

## **Insurance.**

At all times maintain in full force and effect such insurance coverage and in such amounts as is customarily maintained by a corporation conducting similar activities.

## **Corporate Existence; Obligations.**

Do all things necessary to: (i) maintain its corporate existence and all rights and franchises necessary or desirable for the conduct of its business; (ii) comply with all applicable laws, rules, regulations and ordinances, and all restrictions imposed by governmental authorities, including those relating to environmental standards and controls; (iii) maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and its public charity status under Section 509(a) of the Internal Revenue Code; and (iv) pay, before the same become delinquent and before penalties accrue thereon, all taxes, assessments and other governmental charges against it or its property, and all of its other liabilities, except to the extent and so long as the same are being contested in good faith by appropriate proceedings in such manner as not to cause any material adverse effect upon its property, financial condition or business operations, with adequate reserves provided for such payments.

## **Activities.**

Continue to carry on its activities in substantially the manner such activities are conducted on the date of this Agreement and not make any material change in the nature of its business.

## **Properties.**

Keep its properties (whether owned or leased) in good condition, repair and working order, ordinary wear and tear and obsolescence excepted, and make or cause to be made from time to time all necessary repairs thereto (including external or structural repairs) and renewals and replacements thereof.

## **Accounting Records; Reports.**

Maintain a standard and modern system for accounting in accordance with generally accepted principles of accounting consistently applied throughout all accounting periods and consistent with those applied in the preparation of the Financial Statements; furnish to the Foundation such information respecting the business, assets and financial condition of the Borrower as the Foundation may reasonably request; and, without request, furnish to the Foundation:

### Within 45 days after the end of each of the first three quarters of each fiscal year of the Borrower (i) balance sheet of the Borrower as of the close of such quarter and of the comparable quarter in the preceding fiscal year; and (ii) statements of income and cash flow of the Borrower for such quarter and for that part of the fiscal year ending with such quarter and for the corresponding periods of the preceding fiscal year; all in reasonable detail and certified as true and correct (subject to audit and normal year-end adjustments) by the chief financial officer of the Borrower; and

### As soon as available, and in any event within 90 days after the close of each fiscal year of the Borrower, a copy of the audit report for such year and accompanying financial statements of the Borrower, as prepared by independent public accountants of recognized standing selected by the Borrower and satisfactory to the Foundation, which audit report shall be accompanied by an opinion of such accountants, in form satisfactory to the Foundation, to the effect that the same fairly present the financial condition of the Borrower and the results of its operations as of the relevant dates thereof; together with copies of any management letters issued by such accountants in connection with such audit; and

### Promptly after the furnishing thereof, copies of any statement or report furnished to any other holder of obligations of the Borrower pursuant to the terms of any indenture, loan or similar agreement and not otherwise required to be furnished to the Foundation; and

### Promptly, and in any event within 10 business days, after Borrower has knowledge thereof a statement of the chief financial officer of the Borrower describing: (i) any event which, either of itself or with the lapse of time or the giving of notice or both, would constitute a default hereunder or under any other material agreement to which the Borrower is a party, together with a statement of the actions which the Borrower proposes to take with respect thereto; (ii) any pending or threatened litigation or administrative proceeding of the type described in section 2.06; and (iii) any fact or circumstance which is materially adverse to the property, financial condition or business operations of the Borrower; and

### Promptly any notice concerning the loss of the Borrower’s tax-exempt status under Section 501(c)(3) of the Internal Revenue Code or any change in the Borrower’s status under Section 509(a) of the Internal Revenue Code.

## **Inspection of Records.**

Permit representatives of the Foundation to visit and inspect any of the properties and examine any of the books and records of the Borrower at any reasonable time and as often as may be reasonably desired.

# **DEFAULTS**

## **Defaults.**

The occurrence of any one or more of the following events shall constitute an “Event of Default”:

### The Borrower shall fail to pay (i) any interest due on the Note, or any other amount payable hereunder (other than a principal payment on the Note) within five days after the same becomes due; or (ii) any principal amount due on the Note when due;

### The Borrower shall default in the performance or observance of any agreement, covenant, condition, provision or term contained in Article III of this Agreement;

### The Borrower shall default in the performance or observance of any of the other agreements, covenants, conditions, provisions or terms in this Agreement continuing for a period of thirty days after written notice thereof is given to the Borrower by the Foundation;

### Any representation or warranty made by the Borrower herein or any certificate delivered pursuant hereto, or any financial statement delivered to the Foundation hereunder, shall prove to have been false in any material respect as of the time when made or given;

### The Borrower shall fail to pay as and when due and payable (whether at maturity, by acceleration or otherwise) all or any part of the principal of or interest on any indebtedness of or assumed by it, or of the rentals due under any lease or sublease, or of any other obligation for the payment of money, and such default shall not be cured within the period or periods of grace, if any, specified in the instruments governing such obligations; or default shall occur under any evidence of, or any indenture, lease, sublease, agreement or other instrument governing such obligations, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness or other obligation or the termination of such lease or sublease;

### A final judgment which, together with other outstanding final judgments against the Borrower exceeds an aggregate of $50,000 shall be entered against the Borrower and shall remain outstanding and unsatisfied, unbonded, unstayed or uninsured after 60 days from the date of entry thereof; or any judgment which exceeds $25,000 shall be entered against the Borrower;

### The Borrower shall: (i) become insolvent; or (ii) be unable, or admit in writing its inability to pay its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (iv) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or (v) become the subject of a creditor’s petition for liquidation, reorganization or to effect a plan or other arrangement with creditors; or (vi) apply to a court for the appointment of a custodian or receiver for any of its assets; or (vii) have a custodian or receiver appointed for any of its assets (with or without its consent); or (viii) have any of its assets garnished, seized or forfeited, or threatened with garnishment, seizure or forfeiture; or (ix) otherwise become the subject of any insolvency proceedings or propose or enter into any formal or informal composition or arrangement with its creditors.

### This Agreement or the Note shall, at any time after their respective execution and delivery, and for any reason, cease to be in full force and effect or be declared null and void, or be revoked or terminated, or the validity or enforceability thereof or hereof shall be contested by the Borrower or any shareholder of the Borrower, or the Borrower shall deny that it has any or further liability or obligation thereunder or hereunder, as the case may be; or

### The Internal Revenue Service shall revoke the Borrower’s status as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

## **Termination of Commitment and Acceleration of Obligations.**

Upon the occurrence of any Event of Default:

### As to any Event of Default (other than an Event of Default under section 5.01(g)) and at any time thereafter, and in each case, the Foundation may, by written notice to the Borrower, immediately declare the unpaid principal balance of the Note, together with all interest accrued thereon, to be immediately due and payable; and the unpaid principal balance of and accrued interest on such Note shall thereupon be due and payable without further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary herein or in the Note contained;

### As to any Event of Default under section 5.01(g), the unpaid principal balance of the Note, together with all interest accrued thereon, shall immediately and forthwith be due and payable, all without presentment, demand, protest, or further notice of any kind, all of which are hereby waived, notwithstanding anything to the contrary herein or in the Note contained; and

### As to each Event of Default, the Foundation shall have all the remedies for default under applicable law.

# **MISCELLANEOUS**

## **Accounting Terms; Definitions.**

Except as otherwise provided, all accounting terms shall be construed in accordance with generally accepted accounting principles consistently applied and consistent with those applied in the preparation of the Financial Statements, and financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles. As used herein:

### the term “Affiliate” means any person, firm or corporation which, directly or indirectly, controls, is controlled by, or is under common control with the Borrower.

### the term “Capitalized Lease” means any lease which is capitalized on the books of the lessee, or should be so capitalized under generally accepted accounting principles.

### the term “Permitted Liens” means:

#### liens shown on the Financial Statements;

#### liens for taxes, assessments or governmental charges, and liens incident to construction, which are either not delinquent or are being contested in good faith by the Borrower by appropriate proceedings which will prevent foreclosure of such liens, and against which adequate reserves have been provided; and easements, restrictions, minor title irregularities and similar matters which have no adverse effect as a practical matter upon the ownership and use of the affected property by the Borrower;

#### liens or deposits in connection with worker’s compensation or other insurance or to secure customs’ duties, public or statutory obligations in lieu of surety, stay or appeal bonds, or to secure performance of contracts or bids (other than contracts for the payment of money borrowed), or deposits required by law or governmental regulations or by any court order, decree, judgment or rule as a condition to the transaction of business or the exercise of any right, privilege or license; or other liens or deposits of a like nature made in the ordinary course of business; and

#### purchase money liens on property (other than inventory) acquired in the ordinary course of business, to finance or secure a portion of the purchase price thereof, and liens on property acquired existing at the time of acquisition; provided that in each case such lien shall be limited to the property so acquired and the liability secured by such lien does not exceed either the purchase price or the fair market value of the asset acquired.

## **Expenses; Indemnity.**

### The Borrower shall pay or reimburse the Foundation for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses and any fees and expenses of in-house counsel) paid or incurred by the Foundation before and after judgment in enforcing, protecting or preserving its rights under this Agreement, the Note, and other document required hereunder or thereunder, including without limitation the enforcement of rights against, or realization on, any collateral or security therefor or in defending against any claim made against the Foundation by the Borrower or any third party as a result of or in any way relating to this Agreement.

### The Borrower agrees to defend, indemnify, and hold harmless the Foundation, its directors, officers, employees and agents from and against any and all claims, proceedings, actions, damages, or judgments filed or asserted against the Foundation, its directors, officers, employees or agents which arise from or are in any way related to the activities or business of the Borrower or the Permitted Purpose.

### The foregoing agreements and indemnities shall remain operative and in full force and effect regardless of termination of this Agreement.

## **Closing Documents.**

As of the date hereof, the Borrower’s counsel shall provide to the Foundation a legal opinion satisfactory to the Foundation as to:

### The organization, existence and good standing of the Borrower in the State of [\_\_\_\_\_\_\_\_\_\_\_\_\_];

### The corporate power of the Borrower to carry on its activities; and;

### The due authorization, execution and delivery and the validity and enforceability of this Agreement and the Note, subject only to bankruptcy, insolvency, reorganization, moratorium or similar laws in effect affecting the enforceability of rights of creditors generally and to the discretion of courts of applicable jurisdiction to enforce equitable remedies.

## **Assignment; Successors; Rights.**

This Agreement may not be assigned by the Borrower. The provisions of this Agreement shall inure to the benefit of any holder of the Note. No delay on the part of the Foundation or any holder of the Note in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which the Foundation or the holder of the Note would otherwise have.

## **Survival.**

All agreements, representations and warranties made herein shall survive the execution of this Agreement, the making of the loan hereunder and the execution and delivery of the Note.

## **[*State*] Law.**

This Agreement and the Note issued hereunder shall be governed by and construed in accordance with the internal laws of the State of [\_\_\_\_\_\_\_\_\_], except to the extent superseded by federal law.

## **Counterparts.**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

## **Notices.**

All communications or notices required under this Agreement shall be deemed to have been given on the date when deposited in the United States mail, postage prepaid, and addressed as follows (unless and until any of such parties advises the other in writing of a change in such address): (a) if to the Borrower, with the full name and address of the Borrower as shown on this Agreement below; and (b) if to the Foundation with the full name and address of the Foundation as shown on this Agreement below, to the attention of the officer of the Foundation executing the form of acceptance of this Agreement.

## **Entire Agreement; No Agency.**

This Agreement and the other documents referred to herein contain the entire agreement between the Foundation and the Borrower with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, undertaking, promise or condition concerning the subject matter hereof shall be binding upon the Foundation unless clearly expressed in this Agreement or in the other documents referred to herein. Nothing in this Agreement or in the other documents referred to herein and no action taken pursuant hereto shall cause the Borrower to be treated as an agent of the Foundation, or shall be deemed to constitute the Foundation and the Borrower a partnership, association, joint venture or other entity.

## **No Third Party Benefit.**

This Agreement is solely for the benefit of the parties hereto and their permitted successors and assigns. No other person or entity shall have any rights under, or because of the existence of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**[*Borrower Organization*]**

By:

Title:

Address:

**[*Foundation*]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

**EXHIBIT 1.01**

PROMISSORY NOTE

$XXX,XXX.XX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20[\_\_]

FOR VALUE RECEIVED, [\_\_\_\_\_\_\_\_\_\_\_\_\_\_], a [*state*] nonprofit corporation, promises to pay to the order of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Foundation”) the principal sum of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] ($XXX,XXX.XX), in [\_\_\_ installments of $XX,XXX each], payable annually on \_\_\_\_\_\_\_\_\_\_, 20[\_\_\_], and continuing until \_\_\_\_\_\_\_\_\_\_, 20[\_\_\_]. The unpaid principal balance hereof shall bear interest computed at a rate equal to [\_\_]% per annum; such interest shall be payable annually commencing on \_\_\_\_\_\_\_\_\_\_\_, 20[\_\_] until \_\_\_\_\_\_\_\_\_, 20[\_\_]. From and after the occurrence and during the continuance of an Event of Default as defined in the loan agreement referred to below (the “Agreement”), the entire outstanding principal amount hereof, and all interest and other amounts due and unpaid hereunder and under the Agreement, shall be immediately payable. All amounts payable under this Note and the Agreement shall be payable in lawful money of the United States of America.

This note constitutes the Note issued under a Term Loan Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20[\_\_], between the undersigned and the Foundation to which Agreement reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made and for a description of the terms and conditions upon which this Note may be prepaid, in whole or in part, or its maturity accelerated.

[*Borrower Organization*]

By:

Title: