

LOAN AGREEMENT

This loan agreement (the “**Agreement**”), entered into as of Month Day, Year, is hereby made by and between the Parties stated below (each a “**Party**”).

WITNESSETH:

WHEREAS, Lender intends to provide, and Borrower intends to receive, a loan upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises made, the Parties agree as follows:

1. **Parties.** The Parties to this Agreement are as follows (each a “**Borrower**” and “**Lender**,” respectively):

BORROWER

Name: _____

Address: _____

BORROWER

Name: _____

Address: _____

LENDER

Name: Sleepite Thermal Bedbug Extermination, LLC.

Address: 600 North Stevenson Street

Gibsonburg, Ohio 43431

2. **Promise to pay.** FOR VALUE RECEIVED, Borrower promises to pay Lender a total principal amount of \$ _____ USD in return for receiving the following from Lender: Thermal Bedbug Extermination with a 30 day warranty. Thermal heat treatment, heating the selected areas or entire premises, eradicate bed bugs at all stages of life, including eggs, thus eliminating bed bug infestation from the same nesting.
3. **Interest.** Interest will begin to accrue on Date: _____, 2017. Interest will be calculated as compound interest on unpaid principal and unpaid interest amounts and will be paid at a fixed rate of 8% per annum. In no event will interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate will be applied to reduce the principal balance. Interest will be computed on the basis of a year of 365 days and the actual number of days elapsed.
4. **Payment Terms – Monthly Payments.** Payments will be applied first to outstanding late fees, if any, next to interest, if any and thereafter to the unpaid principal balance of the loan. Payments will be made of \$ _____ will be due on the first day of each month during the term of the contract. The first monthly payment is due Date: _____, 2017.
 - a) **Monthly Payments.** A monthly payment of \$ _____ will be due on the first day of each month during the term of the contract. The first monthly payment is due Date: _____, 2017.
 - b) **Term of Contract.** The final payment of all outstanding monies owed is due Date: _____, 2018 (the “**Due Date**”), and for a contract term of 12 months.
 - c) **Balloon Payment.** A final balloon payment for the full outstanding amount of any principal, fees, and interest accrued must be paid on or before the Due Date. Lender will provide Borrower with an itemized writer statement specifying the total amount of any monies due prior to the Due Date.
 - d) **Late Monthly Payments.** Payment will be considered late if not paid by the close of business on the third day of the month. Borrower’s failure to make a monthly payment on or before the third day of the month for whatever

reason will be considered an event of default under this Agreement. A late fee of \$15.00 will apply to all late payments unless Lender waives the late fee in a signed writing. No one will constitute waiver of any subsequent late fees.

- e) **Unpaid Principal.** Any unpaid portion of the principal still outstanding after the Due Date will accrue at an interest rate of 8% per annum. In no event will interest exceed the maximum amount permitted by law.
5. **Method of Payment.** Acceptable methods of payment are as follows: Credit card, Debit card, Cashier's check, Personal Check, Cash.
6. **Payment and Notice Addresses.** All payments must be delivered to Lender's address (or in person) stated above or any place or in any other manner as may be designated from time to time in writing by Lender. Notices will be in writing and delivered in person, sent by facsimile, or sent by reputable overnight service to each Party's.
7. **Prepayment.** Borrower may prepay monies owed under this Agreement in full or in part at any time. Borrower must pay Lender a prepayment fee of 3% of any portion of the outstanding principal amount owed that is paid in advance of when it would normally have been due under this Agreement, but not to exceed the maximum amount allowable under state and federal law. Borrower will also be responsible for paying any cost or expense, including legal costs, incurred by Lender as a result of any such prepayment. All prepayments will be applied first to outstanding late fees, if any, next to interest, if any and thereafter to the unpaid balance of the loan.
8. **Collateral.** This is an unsecured agreement.
9. **Recourse.** THIS AGREEMENT ALLOWS LENDER TO SEEK RECOURSE AGAINST ANY PERSONAL ASSETS OF BORROWER. The personal assets are therefore subject to payment of this debt.
10. **Events of Default.** In addition to any other event of default specified herein, the following events, without limitation, will constitute a default:
 - a) Borrower's failure to pay all moneys owed in full on or before the Due Date:
 - b) Borrower's failure to make a monthly payment on or before the tenth day of the month for whatever reason or failure to pay any other amount owed as it becomes due in accordance herewith:
 - c) Borrower's failure to cure a breach of this Agreement on or before 10 days after Lender gives Borrower written notice thereof:
 - d) Any material misrepresentation by Borrower of a fact or promise made in this Agreement or any statement, document, or certification delivered to Lender in accordance herewith:
 - e) Any withdrawal, revocation, expiration, or termination of a necessary authorization required by any government or other organization in order to execute, perform, and enforce this Agreement:
 - f) Borrower's filing any voluntary petition for relief under the United States Bankruptcy Code: and
 - g) The death or dissolution of either Party.
11. **Acceleration.** Should Borrower default under or otherwise breach this Agreement and not cure said default or breach on or before 30 days after Borrower written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon will, at the option of Lender, become immediately due and payable to Lender. The date of notice will be the date of delivery or the date of mailing.
12. **No Waiver.** No delay or failure in giving notice of a default or breach will constitute a waiver of the right of Lender to exercise its right of acceleration or any other right Lender may have hereunder in the event of a subsequent or continuing default or breach.
13. **Attorney Fees and Court Cost.** In the event of default or breach under this Agreement, Borrower covenants to pay Lender all collection and/or litigation cost incurred, including reasonable attorney fees and court cost, whether or not a judgment is received and whether or not a lawsuit is filed.
14. **Taxes.** Borrower covenants to make all payments due hereunder to Lender without setoff or counterclaim and without deducting for taxes or withholding of any nature whatsoever that may be imposed by any tax or governmental authority. In the event that law or regulation requires Borrower to make such a deduction or withholding from a payment due hereunder. Borrower covenants to increase the amount of such payment to the extent necessary to necessary to ensure that Lender receives an amount equal to that which it would receive if no such law or regulation were in effect and to provide Lender with official documentation, to Lender's satisfaction, evidencing Borrower's payment of the deduction or withholding.
15. **Borrower Representations and Warranties**
 - a) Borrower represents and warrants that it has the full power and authority to enter into and perform this Agreement according to the terms hereof and has taken, and will take, any and all actions necessary to authorize the execution and performance of this Agreement according to the terms hereof: and
 - b) Borrower represents and warrants that it has obtained all necessary approvals, licenses, permits, and/or other authorization required by any government or other organization in order to execute, perform, and enforce this

Agreement, that all such authorization are in effect, and that it will continue to obtain any such authorization that may become required hereafter.

16. Borrower Covenants

- a) **Cost and Expenses.** Borrower covenants to reimburse Lender for all reasonable out-of-pocket expenses Lender incurs in enforcing this agreement, including reasonable attorney fees and court cost. Additionally, Borrower will pay any stamp or similar duties and taxes to which this Agreement is subject.

- 17. **Guarantor (s). Upon lenders request** The following persons or entities are Guarantors (each a “**Guarantor**”) of Borrower’s debt, and each Guarantor is separately executing a Guarantee Agreement in reference to this Agreement that guarantees full satisfaction of Borrower’s obligations hereunder:

GUARANTOR

Name:

Address:

GUARANTOR

Name:

Address:

18. General Provisions

- a) **Governing Law.** The Parties agree that the laws of the state of Ohio will govern this Agreement without regards to its conflict-of-law provisions. Any claims or disputes concerning this Agreement will, at the sole election of Lender, be adjudicated in Sandusky.

- b) **Successors and Assigns.** Lender may transfer this Agreement to another holder without notice to Borrower; however, Borrower will not be liable to any assignee for any amounts greater than it would otherwise be liable for under this Agreement. Borrower agrees to remain bound under the terms of this Agreement to any subsequent holder of this Agreement. Borrower covenants and warrants not to assign its rights of obligation under this Agreement without Lender’s prior written consent. Each Borrower and Guarantor identified in this Agreement will be jointly and severally liable for the repayment of the debt described herein, and the terms of this Agreement will be equally binding upon and will inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.

- c) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all other prior and contemporaneous agreements and understanding, both written and oral, between the Parties.

- d) **Amendment.** No amendment, modification, termination, or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both Borrower and Lender.

- e) **Time of Essence.** Time is of the essence concerning all provisions contained in this Agreement.

- f) **Waivers.** Borrower hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Agreement.

- g) **No Implied Wavers; Cumulative Remedies.** Lender’s failure to exercise any right or remedy provided in this Agreement will not be construed as a waiver of any future exercise of that right or exercise of any other right or remedy to which Lender may be entitled. No delay or omission on part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Agreement. No right conferred upon Lender by this Agreement will be exclusive of any other referred to herein or now or hereafter available at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.

- h) **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, then that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

- i) **Heading.** The headings used in this Agreement are provided for convenience only and will not be used in construing the meaning or intent of the corresponding provisions.

- j) **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile transmission or by e-mail delivery, each of which when executed and delivered shall constitute an original of this

Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date affixed to each signature.

Borrower

Borrower

Signed: _____ Date: _____

Signed: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

Lender

Witness

Signed: _____ Date: _____

Signed: _____ Date: _____

Print: Sleepitite Thermal Bedbug Extermination, LLC.

Print: _____

Title: _____

Address of Witness: _____

Notary Public (upon request of lender)

State of Ohio
County of Sandusky

On this the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 20____.

(Print name)

(Signature)

NOTARY PUBLIC

My Commission Expires: _____ [Affix seal]

GUARANTEE AGREEMENT

THIS GUARANTEE AGREEMENT (the “**Guarantee Agreement**”), effective as of **Date:** _____, 2017, is hereby made by and between each Guarantor and Lender stated below (each a “**Guarantor**” and “**Lender,**” respectively, and each a “**Party**”) in reference to a certain Loan Agreement (the “**Loan Agreement**”) entered into as of **Date:** _____, 2017 in the total principal amount of \$ _____ UDS by and between each Lender and Borrower (each a “**Borrower**”) stated below.

WITNESSETH:

WHEREAS, Lender intends to provide, and Borrower intends to receive, a loan upon the terms and condition set forth in the Loan Agreement,

WHEREAS, Guarantor intends to guarantee, and Lender intends to receive such assurances pertaining to, the loan made by Lender to Borrower upon the terms and conditions set forth in the Loan Agreement,

WHEREAS, each Party has full authorization to enter into this Guarantee Agreement in the capacity in which it is signing,

NOW THEREFORE, in consideration of the mutual promises made below, the Parties agree as follows:

1. **Parties.** The Parties to this Agreement are as follows:

GUARANTOR

Name: _____

Address: _____

GUARANTOR

Name: _____

Address: _____

LENDER

Name:

Address:

2. **Borrower(s).** Each Borrower to the Loan Agreement is identified as follows:

1st BORROWER

Name:

Address

2nd t BORROWER

Name:

Address

3. **Promise to Pay.** FOR VALUE RECEIVED, and to induce Lender to make the loan to Borrower upon the terms and conditions in the Loan Agreement, in the event that Borrower is unable to pay any amount due or that may become due

under the Loan Agreement, Guarantor unconditionally promises to pay Lender the total principal amount of \$ _____ USD and any and all other monies due or that may become due thereunder, whether absolute or contingent.

4. **Continuing Obligation.** Guarantor agrees that its obligation under this Guarantee Agreement may not be revoked and will continue and remain in effect until such time Lender receives all monies and debts owed under the Loan Agreement. Guarantor agrees to remain liable for any deficiency that remains after repossession, or foreclosure and sale, of any collateral regardless of whether or not Borrower's debt is legally discharged. Guarantor's obligation herein will continue despite Borrower's insolvency, reorganization, or legal discharge of all or part of Borrower's debt in bankruptcy.
5. **Independent Obligation.** Guarantor agrees that its obligation to pay under this Guarantee Agreement is independent of any other person's entity's obligation to pay Borrower's debt on the same loan, including any obligation of Borrower or another guarantor. Without notice to Guarantor, Lender may release the Borrower or any other person or entity obligated to pay Borrower's debt; impair or fail to perfect any security interest in loan collateral; secure additional loan collateral; add additional guarantors; and renew, extend, modify, or refinance Borrower's obligation on any terms agreed upon between Lender and Borrower—including, without limitation, modifying the interest rate or payment terms—without affecting Guarantor's obligation hereunder. Guarantor agrees not to exercise any right of subrogation, contribution, or reimbursement against another person or entity liable for Borrower's debt, or make a claim to any loan collateral, until such time as Lender has received full satisfaction of Borrower's debt.
6. **Remedies.** In the event Guarantor breaches any provision of this Guarantee Agreement, Lender may choose to make Borrower's debt immediately due and payable in addition to enforcing any other rights Lender may have under state or federal law. In the event of Guarantor's death, incompetence, or insolvency, Lender may choose to make Borrower's debt immediately due and payable.
7. **General Provisions**
 - a. **Governing Law.** The Parties agree that the laws of Ohio will govern this Guarantee Agreement without regards to its conflict-of-law provisions. Any claims or disputes concerning this Guarantee Agreement will, at the sole election of Lender, be adjudicated in Sandusky.
 - b. **Successors and Assigns.** Lender may transfer this Guarantee Agreement to another holder without notice to Guarantor; however, Guarantor will not be liable to any assignee for any amount greater than it would otherwise be liable for under this Guarantee Agreement. Guarantor agrees to remain bound under the terms of this Guarantee Agreement to any subsequent holder of this Guarantee Agreement. Guarantor covenants and warrants not to assign its rights or obligations under this Guarantee Agreement without Lender's prior written consent. The terms of this Guarantee Agreement are binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, successors, and permitted assigns.
 - c. **Entire Agreement.** This Guarantee Agreement constitutes the entire agreement of the Parties and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.
 - d. **Amendment.** No amendment, modification, termination, or waiver of any provision of this Guarantee Agreement will be effective unless it is in writing and signed by both Guarantor and Lender.
 - e. **Time of Essence.** Time is of the essence concerning all contained in this Guarantee Agreement.
 - f. **Waivers.** Guarantor hereby waives presentment for payment, demand, protest and notice of dishonor and protest, and all other demands and notices, in connection with the delivery, acceptance, performance, or other enforcement of this Guarantee Agreement. Guarantor also waives, to the extent permitted by law, any right held by a third party to require Lender to first pursue payment or other remedy from another person or entity as well as all defenses and claims that Borrower may assert except for full satisfaction of the debt.
 - g. **No Implied Waiver; Cumulative Remedies.** Lender's failure to exercise any right or remedy provided in this Guarantee Agreement or any other agreement imposing liability on another for Borrower's debt will not be construed as a waiver of any future exercise of that right or exercise of any other remedy to which Lender may be entitled. No delay or omission on the part of Lender in exercising any right hereunder will operate as a waiver of any other right under this Guarantee Agreement. No right conferred upon Lender by this Guarantee Agreement will be exclusive of any other right referred to herein or now or hereafter available at law, in equity, by statute or otherwise, and all remedies will be cumulative and not in the alternative.
 - h. **Severability.** If any provision of this Guarantee Agreement is held by a court of law to be illegal, invalid or unenforceable, then that provision will be deemed amended to achieve as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Guarantee Agreement will not be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date affixed to each signature.

Guarantor

Guarantor

Signed: _____ Date: _____

Signed: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

Lender

Witness

Signed: _____ Date: _____

Signed: _____ Date: _____

Print: Sleeptite Thermal Bedbug Extermination, LLC.

Print: _____

Title: _____

Address of Wetness: _____

Notary Public (upon request of lender)

State of Ohio

County of Sandusky

On this the ____ day of _____, 20____, before me, the undersigned, a notary public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SWORN TO AND SUBSCRIBED before me this the ____ day of _____, 20_____.

(Print name)

(Signature)

NOTARY PUBLIC

My Commission Expires: _____ [Affix seal]