

CAPITAL CAMPAIGN FOR THE CONSTRUCTION OF THE CULTURAL CENTER & MUSEUM

FRIENDLY LOAN-NO INTEREST

THIS LOAN AGREEMENT is made on ____ day of _____ 2007

BETWEEN

(1) _____ of _____
[name of lender] [lender's address]
(hereinafter referred to as the "Lender") of the one part;

AND

(2) Laotian Community Center, 88 Limerock Road; Smithfield, RI 02917 (hereinafter referred to as the "Borrower") of the other part.

WHEREAS

We need to raise between \$150,000 to \$180,000 by the end of this year to start on the superstructure, framing, and roofing. Each year, inflation will raise the cost of construction higher if we are delayed on the start of the project. When you give out the LCC Friendly loan of the amount of \$500.00 or more, we will match you 100% with tax-deductible funds. For this reason, we need to avail ourselves in the most urgent way of the above named capital. The more quickly we can begin the project, the better we can use the money provided for our goals. If we wait too long to begin the project, inflation may cause prices to rise in such a way that the requested sum would no longer be sufficient. For this reason, we ask your cooperation in achieving our goals. Be helping us, with your support and financial contribution, you will make possible the building of a vital cultural community center for both Laotian-Americans and non-Asian Americans, and make possible our mission and dreams of cultural preservation and community development.

Be assured that through your funding, you will be making a positive difference in the community development, and a gift for generations to come. This is our legacy for the future.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. The Lender shall, upon the terms and subject to the conditions contained in this Loan Agreement, make available the Loan to or for the benefit of the Borrower provided the Lender shall not be under any obligation to ensure that the Loan is utilized by the Borrower for the purpose it was requested for.

2. The Lender's obligations to make available the Loan shall be subject to the following conditions precedent:

(a) This Loan Agreement is duly executed and stamped.

(b) The Lender shall have received a post dated check from the Borrower

for the sum of _____ only.
[amount of loan and currency in words] ([amount of loan in numbers and currency symbol])

3. The Borrower shall repay the Loan by [date of repayment] when the completion of the construction project or when the Lender repayment. The Loan shall be repaid in full and shall not carry any interest. However the Borrower may repay the Loan or any part thereof early but may not re-borrow any amount repaid.

4. The Borrower shall make payment to the Lender in respect of the Loan without any deduction or set-off.

5. Notwithstanding anything herein contained, the Loan will become due and payable or repayable forthwith on demand by the Lender if:

(a) the Borrower is in breach of any of the provisions of this Loan Agreement; or

(b) the Borrower is in default of any other financial obligation to any person or party; or

(c) the Borrower makes or seeks an arrangement with its creditors, or

(d) any distress or execution is levied on or affects any of the Borrower's property or assets; or

(e) any legal action or proceeding is commenced against the Borrower.

6. Any demand or notice in respect of this Loan Agreement and/or the Loan shall be in writing and may be served on the Borrower personally or by post to the address as stated above. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted, even if returned undelivered.

7. Time shall be of the essence in respect of the Borrower's obligation under or in respect of the Loan but no failure by the Lender to exercise or delay by the Lender in exercising any right or remedy under or in respect of this Loan Agreement shall operate as a waiver of it, nor shall any single partial or defective exercise by the Lender of any such right or remedy preclude any other or further exercise of that or any other right or remedy.

8. All amendments to this Loan Agreement must be in writing and signed by the Borrower and the Lender. This Loan Agreement represents the entire agreement about this subject matter, and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the Borrower and the Lender about the subject matter of this Loan Agreement merge into this Loan Agreement.

9. This Loan Agreement shall be binding upon the heirs, personal representatives and successors in title of the Borrower and the Lender.

10. The Borrower and the Lender hereby agree that this Loan Agreement shall be governed by the laws of Rhode Island without regard to the principles of conflicts of law. The Borrower and the Lender each submit to the exclusive jurisdiction of the courts of Rhode Island.

AS WITNESS WHEREOF the Borrower and the Lender have hereunto caused this Loan Agreement to be executed as of the date first above written.

SIGNED

by _____
the BORROWER
in the presence of _____

Date _____

[name of witness]

SIGNED by _____
the LENDER
in the presence of _____

Date _____