COMBINED INVESTMENT AND ESCROW AGREEMENT

This Combined Investment and Escrow Agreement (the "Agreement") is made and entered into as of [Date], by and between:

1. **Harvest Lending, LLC**, a [State of Incorporation] limited liability company, with its principal office located at [Address] ("Company");

2. **[Investor Name]**, an individual/entity with an address at [Address] ("Investor"); and

3. **[Escrow Agent Name]**, a duly appointed independent third party with its principal office at [Address] ("Escrow Agent").

Collectively, the "Parties."

ARTICLE I – PURPOSE

The Investor desires to provide investment capital to the Company, the Company agrees to repay the Investor with a fixed surplus return, and the Escrow Agent agrees to hold and disburse funds in accordance with this Agreement.

ARTICLE II – INVESTMENT AMOUNT & RETURN

2.1 **Investment.** The Investor shall deposit the sum of **$[Amount]** (the "Investment") into the Escrow Account designated by the Escrow Agent.

2.2 **Return.** The Company agrees to repay the Investor **120% of the Investment** (the "Return") within **six (6) months** of the Effective Date.

2.3 **Obligation.** The Company's obligation to repay the Return is absolute and unconditional.

ARTICLE III – ESCROW ARRANGEMENT

3.1 **Escrow Account.** The Escrow Agent shall establish and maintain an account (the "Escrow Account") solely for the purposes described herein.

3.2 **Deposit.** The Investor shall deposit the Investment into the Escrow Account within [X] business days of executing this Agreement.

3.3 **Disbursement.**

- The Escrow Agent shall release the Investment to the Company upon written authorization signed by both the Company and the Investor.

- At maturity (six months from the Effective Date), the Company shall deposit repayment (Principal + Surplus Return) into the Escrow Account. The Escrow Agent shall then disburse funds directly to the Investor.

3.4 **Escrow Agent Duties.** The Escrow Agent shall act solely as a neutral custodian, with no responsibility for verifying the underlying obligations or transactions.

3.5 **Compensation.** The Parties agree to compensate the Escrow Agent with customary fees, shared equally between the Company and the Investor.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

4.1 **Company.** The Company is duly organized, validly existing, and authorized to enter into this Agreement.

4.2 **Investor.** The Investor has full power and authority to make the Investment, and the funds are free of liens and encumbrances.

4.3 **Escrow Agent.** The Escrow Agent is duly authorized and capable of performing custodial functions described herein.

ARTICLE V – DEFAULT

5.1 **Failure to Repay.** If the Company fails to repay the Return in accordance with Section 2.2, the Investor may pursue all available remedies, including legal enforcement and release of funds from escrow.

5.2 **Investor Remedies.** The Investor shall have priority claim on any repayment deposits held in escrow.

ARTICLE VI – LIMITATION OF LIABILITY

The Escrow Agent shall not be liable for any act performed in good faith in reliance on written instructions from the Parties, except for gross negligence or willful misconduct.

ARTICLE VII – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to conflict of law principles.

ARTICLE VIII – ENTIRE AGREEMENT

This document represents the full and final agreement among the Parties and supersedes any prior agreements, oral or written.

ARTICLE IX – AMENDMENTS

Any amendments or modifications to this Agreement must be in writing and executed by all Parties.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Combined Investment and Escrow Agreement as of the Effective Date.

Harvest Lending, LLC
By: _____
Name: [Authorized Representative]
Title: [Title]
Date: _____

Investor
By: _____
Name: [Investor Name]
Title (if applicable): _____
Date: _____

Escrow Agent
By: _____
Name: [Escrow Agent Name]
Title: [Title]
Date: _____

ARTICLE XI – ARBITRATION

11.1 **Agreement to Arbitrate.** Any dispute, controversy, or claim arising out of or relating to this Agreement, including its breach, termination, enforcement, or validity, shall be resolved exclusively by binding arbitration administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules then in effect.

11.2 **Location and Law.** Arbitration shall take place in [City, State], and the proceedings shall be conducted in English. The arbitration panel shall apply the laws of the State of [State].

11.3 **Arbitrators.** The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties, or, failing such agreement, appointed by the AAA.

11.4 **Final and Binding.** The arbitrator's award shall be final and binding upon the Parties, and judgment upon the award may be entered in any court having jurisdiction.

11.5 **Confidentiality.** All arbitration proceedings shall be private and confidential, and no information relating to such proceedings shall be disclosed without the written consent of both Parties, except as required by law.

SCHEDULE A

REPAYMENT SCHEDULE (Illustrative Example)

Investment Amount: $100,000 (for example purposes)
Surplus Return (20%): $20,000
Total Due at Maturity: $120,000

Date	Payment Obligation	Description	Payee
[Date of Deposit]	$100,000	Investor deposits principal into escrow	Escrow Agent
[Effective Date + 6 months]	$120,000	Company deposits repayment (principal + surplus return) into escrow	Escrow Agent → Investor

Notes:

1. Repayment shall occur in a single lump sum at maturity, unless otherwise agreed in writing.

2. Amounts in this schedule are illustrative; actual figures depend on the Investment stated in Article II.

3. If the Investor contributes a different principal amount, the Surplus Return and Total Due shall adjust proportionally (20% surplus return applied).