

PROMISSORY NOTE (BRIDGE NOTE)

California. 48-month maturity. Draft template.

Principal Amount: \$[_____]

Note Date: [_____]

Borrower: [Company legal name], a [Delaware/California] corporation ('Borrower')

Lender: [Lender name] ('Lender')

1. Promise to Pay

For value received, Borrower promises to pay to the order of Lender the Principal Amount, together with interest, as set forth in this Note.

2. Interest

Interest accrues on the outstanding Principal Amount at a simple interest rate of [__]% per annum, calculated on the basis of a 365-day year and the actual number of days elapsed.

3. Payment Terms

Select and complete one payment structure (strike the others):

- A) Interest-only: Borrower will pay accrued interest monthly on the [__] day of each month; the entire Principal Amount is due at Maturity.
- B) Deferred: No periodic payments are required; the entire Principal Amount plus all accrued interest is due at Maturity.
- C) Amortizing: Borrower will pay equal monthly installments of principal and interest over the term; the first payment is due on [__].

4. Maturity

This Note matures forty-eight (48) months after the Note Date (the 'Maturity Date'). On the Maturity Date, all unpaid principal and accrued interest shall be immediately due and payable.

5. Prepayment

Borrower may prepay this Note, in whole or in part, at any time without penalty. Any prepayment shall first be applied to accrued interest, then to principal.

6. Events of Default

Each of the following is an event of default: (a) failure to pay any amount due under this Note within ten (10) days after written notice; (b) Borrower makes an assignment for the benefit of creditors or becomes subject to bankruptcy or insolvency proceedings; (c) Borrower materially breaches this Note and fails to cure within thirty (30) days after written notice.

Upon an event of default, Lender may declare all amounts due under this Note immediately due and payable.

7. Waivers

Borrower waives presentment, demand, protest, and notice of dishonor. No waiver by Lender is effective unless in writing.

8. Governing Law

This Note is governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles.

9. Miscellaneous

This Note may be executed in counterparts (including via electronic signature), each of which is deemed an original. Headings are for convenience only and do not affect interpretation.

Signatures

BORROWER: [Company legal name] By: _____ Name: _____ Title: _____ Date: _____	LENDER: [Lender name] Signature: _____ Name: _____ Date: _____
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