

Loan agreement: private borrower; secured on physical assets

Borrower: [\[Name\]](#)

Lender: [\[Name\]](#)

Date: [\[Date\]](#)

2.8 a reference to an act or regulation includes new law of substantially the same ■■.

3. Borrower's warranties

The Borrower represents and warrants that:

[illegible][illegible]

3.3 the Financial Information fairly represents the financial state of his financial

3.4 the Financial Information has been prepared to conform with generally accepted accounting principles applied

3.5 the Borrower has no undisclosed contingent obligations.

[illegible][illegible][illegible]

3.9 none of the assets of the Borrower is subject to a security interest in favor of the Lender, and none of the assets of the Borrower is subject to a security interest in favor of any other lender, and

[illegible]

6.1 Interest at the
 .

[illegible]

6.4 Interest will be [] .

[illegible]

7.1 The Loan will []

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7.2 The Loan will be
..... 2 .

OR

7.3 The Loan will be
..... :

[list the trigger events, such as the level
..... , ,
.....].

7.4 The Loan may be repaid in
..... :

7.4.1 in multiples of \$[number];

7.4.2 a minimum of \$[number];

7.4.3 applied to any instalments
..... .

7.5 The Borrower may, not more than once in every [two calendar months],
demand a statement from the Lender
..... , , ,
.....
.....
.....
..... .

7.6 All payments due to the Lender of both capital and interest must be
paid ,
.....
..... -
..... .

7.7 The Borrower may repay all or part of the Loan before the due date for
Repayment provided that not [.....]
.....
.....
.....
..... .

8. Event of Default

An “Event of Default” occurs when:

14. Miscellaneous matters

[illegible][illegible][illegible]

14.4 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■ .

14.5

[illegible]

14.7

[illegible]

[illegible][illegible][illegible][illegible]

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Signed by [personal name] on behalf of [named Borrower] as its / its representative who personally accepts liability for the proper authorisation by [named Borrower] to enter into this agreement.

Signed by [name of Guarantor]

Schedule 1: the Securities

1

2

3

4

Schedule 2: Loan Repayment

Dates	Amount to paid
dd-mm-yy	\$ xyz
dd-mm-yy	\$ xyz
dd-mm-yy	\$ xyz
dd-mm-yy	\$ xyz
dd-mm-yy	\$ xyz

Schedule 3: example financial report

[.....
.....]

Explanatory notes:

Loan agreement: private borrower; secured on physical assets

General notes

[illegible][illegible][illegible]

<https://www.ppsr.gov.au/registrations>

<https://www.ppsr.gov.au/register-security-interests>

Paragraph specific notes

Notes relating to the numbered paragraphs

1. Definitions

The definition of "Loan" includes all money outstanding, which may of course be

The definition of interest rates is important. It is not lawful to specify a “penalty” in any contract, no matter what you call it. A claimant is only ever entitled to his “**[REDACTED]**”, **[REDACTED]**, **[REDACTED]**
[REDACTED].

[illegible]

The result is of course that the lender gets an additional 5% if he has the problems associated with a defaulting borrower. This could be challenged by

[illegible]

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove.
Each of these items has been carefully considered in the context of this
agreement and has been included for a purpose.

3. Borrower's warranties

The lender will want to be certain that
.

The provision dealing with subsidiaries will prevent a subsidiary from finding a reason to upset the agreement, but will not necessarily make

_____.

_____, _____.

Note that there is an obligation by the Borrower to "_____".

[illegible]

4. The Loan amount and Advances

This paragraph provides options for alternative payment arrangements. The

If the Lender requires further information, _____
_____.

A provision for scheduled repayments by date is usually the simplest to administer. If you go for other trigger events, they should be

5. Security

We have no idea what securities will be lodged as security. Shares in a private company are usually evidenced by a certificate. Shares in public

To strengthen the lender's position, we have provided for the possibility of securities being transferred into the name of the lender for the duration of the loan. This will not always be possible or practical. We have therefore also provided for the lender to be able

6. Interest payable

7. Repayment

8. Event of Default

9. Notice of Default

10. Consequences of Default

11. Assignment

No comment.

12. Promise to provide information

[illegible]

13. Guarantor

[illegible]

14. Miscellaneous matters

[illegible]

Schedule 1: the Securities

List the securities ■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ / ■■■■■■■■■■■■
■■■■■■■■■.

Schedule 2: Loan Repayment

This covers the option mentioned in the agreement.

Schedule 3: example financial report

Delete if not required.

End of notes