

Loan agreement: company; secured by guarantee

Dated: [Date]

It is made between

[Name] of [full █ █ █ █] (" █ █ █ █ ").

OR

And

And

[Guarantor name] of [address] (" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ").

The terms of this agreement are:

1. Definitions

OR

“Higher Rate”	means a rate of interest five per cent ■■■■■ .
“Interest Date”	means [date] in each month when ■■■■■ .
“Loan”	means the sum of \$ [amount] or such greater sum as shall in fact have been lent by the Lender to the Borrower at any time this agreement subsists, or such lesser sum ■■■■■ .
The terms “Lender”, “Borrower” ■■■■■ “ ■■■■■ ” ■■■■■ ”	include in the case of a corporation, ■■■■■ .

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.6. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or ██████████ ██████████ ██████████
█████████████████████, ██████████ ██████████ ██████████
█.

3. Purpose of Loan

The Loan shall be used only to:

[give precise details of reason for loan].

4. Sum of Loan and when Advanced

- 4.1. The total sum offered by ██████████ ██████████ ██████████
██████████ \$ [██████].
- 4.2. *The Loan shall be advanced in ██████████ ██████████*
█████████████████████
██████.

OR

- 4.3. *The Loan shall be drawn ██████████ ██████████*
█████████████████████.

OR

- 4.4. *The Loan shall be ██████████ ██████████*
██████████ [██████].

AND/OR

- 4.5. *The Loan shall be drawn down ██████████ ██████████*
█████████████████████
██████████████.

OR

- 4.6. *The initial draw down of the Loan shall be made only ██████████*
█████████████████████
█████████████████████, ██████████ ██████████ ██████████
█████████████████████.

AND/OR

[specify the information required].

5. Repayment conditions

5.1. The Loan shall [REDACTED] [REDACTED] [REDACTED]
[REDACTED].

OR

[list of dates and amounts].

6. Interest payable

6.2. Interest shall be [] [] [] [] [] [] [] [] [] [] [] [] [] [] [].

6.3. Interest shall be paid on the Interest Date.

7. Early repayment of part

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

8. Method of payment

9. Event of Default

An “Event of Default” occurs when:

- 9.1. the Borrower fails to [REDACTED] ; [REDACTED]
[REDACTED] 3 [REDACTED]; [REDACTED]
 - 9.2. the Borrower fails to pay in full and on the due date [REDACTED] [REDACTED]
[REDACTED]; [REDACTED]
 - 9.3. a petition is presented [REDACTED]
[REDACTED]; [REDACTED]
 - 9.4. in the opinion of the Lender, [REDACTED], [REDACTED]
 - 9.5. a receiver is appointed to the Borrower; or
 - 9.6. notice is given of [REDACTED]
[REDACTED]; [REDACTED]
 - 9.7. a petition is presented for the [REDACTED]
[REDACTED]

10. Notice of Default

11. Consequences of Default

12. No change to capital structure

Until the

13. Borrower's warranties

The Borrower represents that:

- 13.1. it is authorised to enter into this agreement;
- 13.2. every subsidiary and associated company is ██████████
███████████ ██████████ ██████████ ██████████ ██████████
███████████ ;
- 13.3. the execution of this agreement, the borrowing, and the performance
by the Borrower of its obligations are ██████████
███████████ , ██████████ ██████████ ██████████
███████████ , ██████████ ██████████ ██████████
███████████
███████████
███████████
███████████
████.
- 13.4. the Financial Information fairly represents the financial state of ██████████
███████████ ██████████ ██████████ ██████████
███████████ ;
- 13.5. ██████████
███████████ ██████████ ██████████ ██████████
███████████ , ██████████ ██████████
███████████
███████████ .
- 13.6. the Borrower has no undisclosed contingent obligations;
- 13.7. ██████████ , ██████████ ██████████
███████████ ;
- 13.8. ██████████
███████████ ██████████ ██████████
███████████ ;
- 13.9. ██████████ , ██████████ ██████████
███████████ , ██████████ ██████████
███████████ , ██████████ ██████████
███████████ ;
- 13.10. ██████████
███████████ , ██████████ :
 - 13.10.1 ██████████
███████████ ██████████ ██████████
███████████ ;

- 13.10.2 [REDACTED]
[REDACTED]
;
13.10.3 those in favour of the Lender;
13.10.4 those identified in Schedule 1 of this agreement.

14. Assignment

- 14.1. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

OR

- 14.2. [REDACTED]
[REDACTED].
14.3. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

15. Promise to provide information

- [REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]:

- 15.1. [REDACTED] [REDACTED] / [REDACTED],
[REDACTED]
[REDACTED]
[REDACTED] 2;
15.2. [REDACTED] [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED] [REDACTED / [REDACTED]] [REDACTED]
[REDACTED]

16. The Guarantor

17. Guarantor's continuing liability

17.2.4 the assignment of the agreement; or

18. Rights waived

，
（

.....)
.....

19. Miscellaneous matters

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED] : [REDACTED] 24 [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED].

19.8. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

19.9. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

Signed by [Lender name]

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED].

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

Signed by [named Guarantor]

Schedule 1: Debts and goods over which some third party has a charge or lien

Schedule 2: form of financial statement

[■].

Explanatory notes:

Loan agreement: company; secured by guarantee

General notes

Paragraph specific notes

Notes relating to the numbered paragraphs

1. Definitions

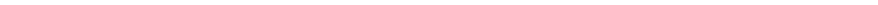
Note that the definition of “Loan” includes all money outstanding, which may of course [REDACTED] .

2. Interpretation

Specific points which strengthen the agreement and prevent “■ ■ ■ ■ - ■ ■ ■ ■ ■ ”

3. Purpose of Loan

4 Sum of Loan and when advanced

Provides for alternative draw down arrangements and provision of information to the lender. Edit to the precise draw down arrangement you have agreed.
Use a .

5. Repayment conditions

" .

6. Interest payable

7. Early repayment of part

We have no comment.

8. Method of payment

Leave as is or specify this precisely.

9. Event of Default

We have no comment.

10. Notice of Default

11. Consequences of Termination

A simple statement to avoid dispute.

12. No change to capital structure

Provides further safeguard to lender.

13. Borrower's warranties

14. Assignment

We have no comment.

15. Promise to provide information

16. The Guarantor

We have no comment.

17. Guarantor's continuing liability

18. Rights waived

19. Miscellaneous matters

End of notes