

NZ-LDGloa18

Loan agreement: person to person; secured by guarantee

Dated: [date]

This agreement is dated: [date]

Of [■ ■ ■ ■] (" ■ ■ ■ ■ ")

And [Borrower name]

Of [■ ■ ■ ■] (" ■ ■ ■ ■ ")

And [Guarantor name]

Of [■ ■ ■ ■] (" ■ ■ ■ ■ ■ ")

The terms of this agreement are:

1. Definitions

"Financial Information" means all information relating to the financial affairs of the Borrower including the Borrower's [audited financial statement as on [date] / statement of income and expenditure for [REDACTED] [REDACTED]]

"Higher Rate" means a rate of interest five per cent ■ ■ ■ ■ ■ ■ ■ ■

“Default” means the one of the circumstances as set ■ ■ ■ ■

2. Purpose of Loan

3. Sum of Loan and when Advanced

- 3.1. The total sum offered by the Lender and available for [REDACTED]
[REDACTED] \$ [REDACTED].
 - 3.2. The Loan shall be drawn down in [REDACTED] \$ [REDACTED]
[REDACTED].

QR

AND/OR

OR

AND/OR

[List items of info required].

4. Repayment conditions

- 4.1. The Loan shall be repaid [] [] / [] / [].

OR

OR

- 4.3. The Loan shall be [REDACTED]
[REDACTED] :

[REDACTED] *[here set out the trigger events,* [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].]

AND/OR

5. Interest payable

- 5.1. Interest at the [REDACTED] [REDACTED].
 - 5.2. Interest shall be [REDACTED] [REDACTED] [REDACTED] / [REDACTED].
 - 5.3. Interest shall be paid on the Interest Date.

6. Early repayment of part

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



.....

7. Method of payment

All payments due to the Lender of both capital and interest shall be [REDACTED]
[REDACTED], [REDACTED].

8. Event of Default

An "Event of Default" occurs when:

9. Notice of Default

10. Consequences of Default

At any time after issue of a valid [REDACTED]
[REDACTED], [REDACTED] / [REDACTED]
[REDACTED];

11. Borrower's warranties

The Borrower represents that:

12. Assignment

OR

13. The Guarantor

.....

14. Guarantor's continuing liability

14.2.4 the assignment of the agreement; or

，
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15. Rights waived

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）
。

16. Miscellaneous matters

16.6. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

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

It shall be deemed to have been delivered:

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

16.8. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

Signed by the Lender, [full personal name]

Signed by the Borrower, [full personal name]

Signed by the Guarantor, [full personal name]

Schedule 1: form of financial statement

[■].

Explanatory notes:

Loan agreement: person to person; secured by guarantee

Paragraph specific notes

Notes relating to the numbered paragraphs

1. Definitions

2. Purpose of Loan

3. 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

4. Repayment conditions

5. Interest payable

6. Early repayment of part

We have no comment.

7. Method of payment

Leave as is or specify this precisely.

8. Event of Default

We have no comment.

9. Notice of Default

Precise procedural matters. we ██████████
█ .

10. Consequences of Default

A simple statement to avoid dispute

11. Borrower's warranties

Insofar as the lender has relied on any information provided by ██████████
███████████, ██████████ ██████████, ██████████ ██████████, ██████████
███████████, ██████████ ██████████, ██████████ ██████████, ██████████
███████████.

12. Assignment

We have no comment.

13. The Guarantor(s)

We have no comment.

14. Guarantor's continuing liability

This paragraph covers a list of ██████████
███████████, ██████████ ██████████, ██████████ ██████████.

15. Rights waived

Leave this paragraph in place. Without it ██████████
███████████, ██████████ ██████████, ██████████ ██████████,
███████████.

16. Miscellaneous matters

A number of ██████████
██████████.

Schedule 1: form of financial statement

End of notes