

UK-LDGloa15

Loan agreement: company; secured by guarantee

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

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 the Lender and available for call- ■ ■ ■ ■ ■ ■
 ■ ■ £ [■ ■ ■ ■].

4.2 The Loan shall be advanced in such amount or amounts as the Borrower shall

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

[illegible]

[specify the information required].

5. Repayment conditions

5.1 The Loan shall [] .

OR

5.2 The Loan shall :

[list of dates and amounts].

OR

5.3 The Loan shall be repaid subject to the following events and in [, ,] .

6. Interest payable

6.1 Interest at the .

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 .

8. Method of payment

All payments due to the Lender of both capital and interest shall .

13.1 [it /](#) ■ ;

[illegible]

13.3 the execution of this agreement, the borrowing, and the performance by the Borrower of his obligations are fully
,
,

.

[illegible][illegible]

13.6 the Borrower has no undisclosed contingent obligations;

13.7 there are no material,
.....;

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

17. Guarantor's continuing liability

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

17.2.4 the assignment of the agreement; or

17.2.5

[illegible][illegible]

18. Rights waived

[illegible]

19. Miscellaneous matters

[illegible][illegible][illegible]

19.4

, , , ,

[illegible][illegible][illegible]

It shall be deemed to have been delivered:

■■■■■ : ■■■■■
■■■■ :

.....
72 :

XXXXXXXXXXXXXXXXXXXX - XXXXXXXXXXXXXXXXXXXX

19.8

[REDACTED]

[REDACTED]

[REDACTED], [REDACTED].

19.9

[REDACTED] , [REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]/[REDACTED]/[REDACTED]) [REDACTED]
[REDACTED]
[REDACTED].

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

**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

- There is little statutory regulation relating to an agreement of this nature, so the parties can make more ■■■■■■.
- The wording of the agreement will need slight alteration depending upon whether one or the other ■■■■■■.
- To register a charge at Companies House, you should deliver form MR04.All the UK registered companies deliver the same form ■■■■■■.
■■■■■:

<https://www.gov.uk/government/publications/register-particulars-of-a-charge-mr01>

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Paragraph specific notes:

Notes relating to the numbered paragraphs

1. Definitions

of course ■■■■■■

2. Interpretation

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

3. Purpose of Loan

It is important to specify the purpose because by doing so, if the borrower uses _____ , _____ .

4. Sum of Loan and when advanced

Provides for alternative draw down arrangements and provision of information to the lender. Edit to the precise

5. Repayment conditions

This could be a fixed date or several dates or on the happening of a specific event. If you use this last option, make sure that the event

6. Interest payable

The provision for cumulation of interest should have careful attention, particularly if the rate of interest is high. Cumulation has the effect of adding the interest to the capital, so that

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

Precise procedural matters. We ■■■■■■■■■■■■■■■■■■■■■■
■.

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

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

14. Assignment

We have no comment.

15. Promise to provide information

We suggest that you carefully consider

16. Guarantor(s)

We have no comment.


17. Guarantor's continuing liability

This paragraph covers a list of .

18. Rights waived

[illegible]

19. Miscellaneous matters

A number of  .  .
 .

End of notes