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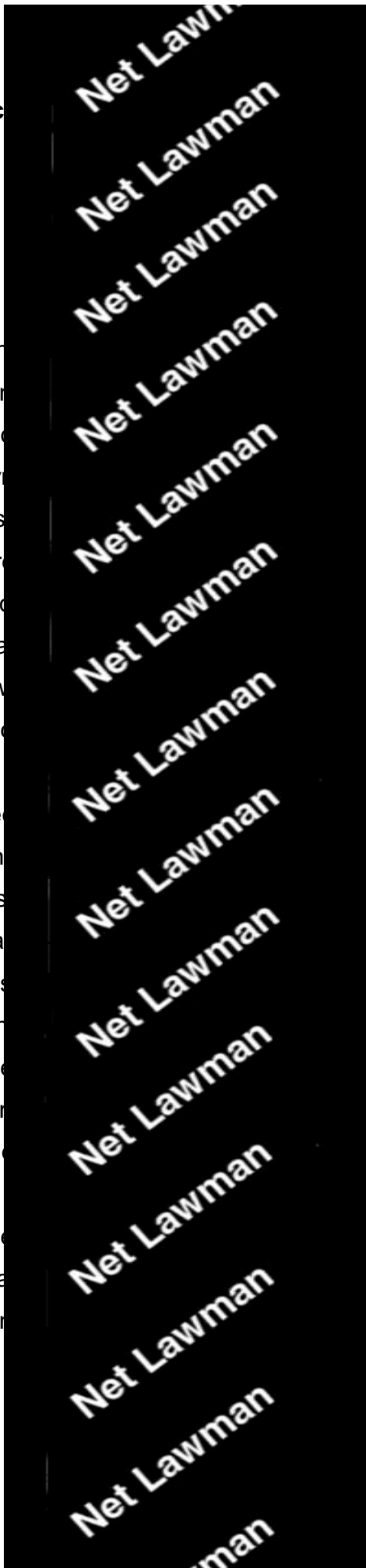
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Schedule 1 Loan repayme

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COM511

guaranteed loan agreement

This agreement is dated:

It is made between  
The "Lender"  
of

and  
The "Borrower"  
of

and  
The "Guarantor"  
of

[  
**Background**

The purpose of this agreement is to set out the terms under which the Lender will lend and the Borrower will accept the guarantee which the Guarantor provides in relation to the Loan.

terms under which the Lender will lend and the Borrower will accept the guarantee which the Guarantor provides in relation to the Loan.

**The terms of this Agreement**

**1 Definitions that apply to this Agreement**

"Advance"

the amount of the Loan drawn down by the Borrower

"Basic rate"

the rate of [number] per cent per annum

"Financial Information"

information relating to the financial affairs of the Borrower, including the Borrower's audited financial statements as on [date], consisting of a balance sheet as at that date and a statement of profit and loss for the period ending on that date

“Higher Rate”

“Interest Date

“Loan”

The terms “Lender”,  
any associated or su

**2 Amount of the Loan**

The Loan is in the s  
lent by the Lender  
lesser sum as shall b

**3 Guarantor(s)**

The guarantor agre  
incurred as a result  
this agreement. Inse  
by the Tenant dur  
immediate payment  
Borrower extra time  
upon its strict terms,

**4 Advances**

4.1 The Loan sha  
shall from time  
OR

3.1 The Loan sha  
has been sign  
OR

3.1 The loan sha

things for the twelve months  
of all of which have been

erest five per cent higher than

nth when interest is payable.

the total amount of money  
date than today, the amount  
of the Borrower to the Lender  
st.

e in the case of a corporation,

sum as shall in fact have been  
agreement subsists, or such  
nt has been made.

the Lender against all losses  
omply with any of the terms of  
ense as a result of any breach  
, the Guarantor must make  
Even if the Lender gives the  
this lease, or does not insist  
ve.

or amounts as the Borrower  
dvances").

m as soon as this agreement

orrower has provided certain

information to  
OR  
3.1 The initial dra  
provided cert  
Thereafter, fu  
the Borrower

4.2 Before any ne  
Lender the fol

## 5 Repayment conditi

The Loan shall be re  
OR  
The Loan shall be re  
[list of dates and am  
OR  
The Loan shall be re  
[here set out the trig  
to be repaid accordi

## 6 Interest payable

6.1 Interest at the  
OR  
5.1 Interest at the  
to time of [Ba  
6.2 Interest shall  
6.3 Interest shall

## 7 Early repayment of

The Borrower may r  
provided that not les  
Lender specifying th  
Borrower to make th

## 8 Method of payment

All payments due to

the Lender.

only when the Borrower has  
the satisfaction of the Lender.  
such amount or amounts as  
writing ("the advances").

the Borrower shall send to the  
y:

day.

isions set out in Schedule 2:

ts and in the sums stated  
profit or sales, and the amount  
odule]

loan

above the base rate from time  
n the loan.

ated [annually]

re the due date for repayment  
s given by the Borrower to the  
d. This notice then binds the  
ecified.

interest shall be paid in pounds

sterling by bankers of  
the Lender may from

within the United Kingdom as

**9 No change to capital**

Until the Loan is repaid

9.1 shall not make any issue by way of capital

of the Lender any issue by

9.2 shall not issue any new share capital or increase the share capital

rights attaching to its existing share capital or of reducing any right attaching

9.3 shall not reduce the amount of any share premium

liability in respect of it, or any share premium reserve fund.

**10 Borrower's warranties**

The Borrower represents

10.1 It / he is authorised

10.2 every subsidiary company and its liabilities set out in Schedule 1

is authorised to accept the obligations of this party;

10.3 the execution and performance by the Borrower of his obligations under the Loan are not in breach of any law or agreement not contravened by the law of the jurisdiction binding upon the Borrower

, and the performance by the Borrower of his obligations under the Loan, are within the Borrower's legal authority, are not in breach of any law or agreement of the Borrower, and do not and will not contravene any law or agreement of law or of any agreement binding upon the Borrower

10.4 the Financial Statements of the Borrower at the date of the Loan and at the date of granting the Loan are true and correct

financial state of the Borrower and the Lender has relied on it in

10.5 the Financial Statements of the Borrower have been prepared in conformity with generally accepted accounting practice and on a basis consistent with that of the preceding financial statements and there has been no material change in the accounting policy of the Borrower

in conformity with generally accepted accounting practice and on a basis consistent with that of the preceding financial statements and there has been no material change in the accounting policy of the Borrower.

10.6 the Borrower has not been subject to any investigations;

investigations;

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