

COM512
assets

Loan A

m, secured against financial



COM512 Secured loan

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Date

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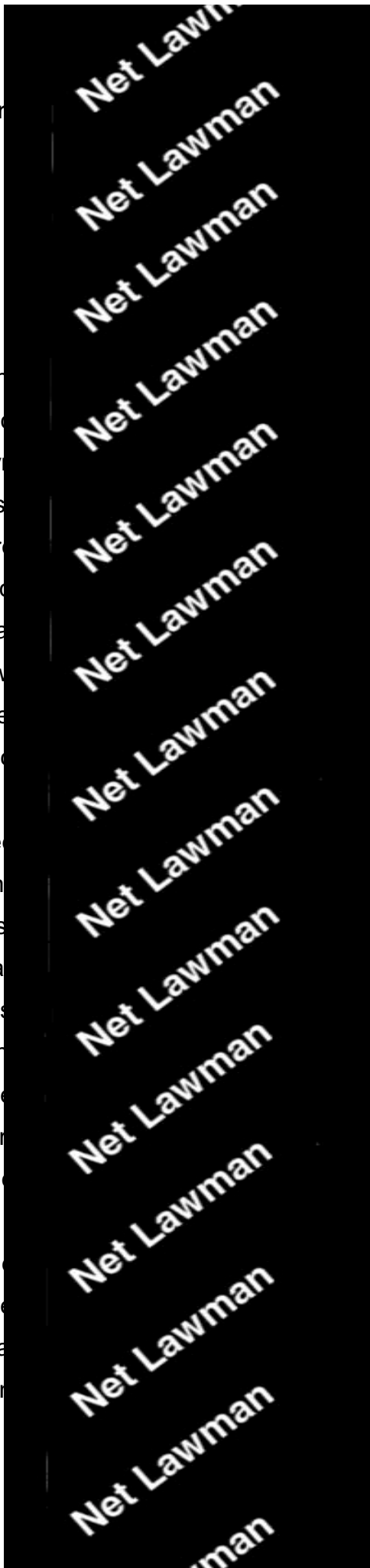
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COM512

ement

This agreement is dated:

It is made between
The "Lender"
of

and
The "Borrower"
of

Background

The purpose of this agreement
will lend and the Borrower will
security which the Borrower

terms under which the Lender
and matters relating to the

The terms of this Agreement

1 Definitions that apply

"Advance"

of the Loan drawn down by

"Basic rate"

the rate of [number] per cent per

"Financial Information"

ing to the financial affairs of
Borrower's audited
ement as on [date], consisting
at date and a statement of
gs for the twelve months
all of which have been

"Higher Rate"

rest five per cent higher than



"Interest Date

month when interest is payable.

"Loan"

the total amount of money
the amount
the Borrower to the Lender
st.

"Security"

items set out in Schedule 1 or

The terms "Lender" and
associated or subsidiary

of a corporation, any

2 Amount of the Loan

The Loan is in the sum
lent by the Lender to the
lesser sum as shall be

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

3 Advances

3.1 The Loan shall be
shall from time to time

amounts as the Borrower
advances").

OR

3.1 The Loan shall be
has been signed by the

as soon as this agreement

OR

3.1 The loan shall be
information to the Lender

er has provided certain
the Lender.

OR

3.1 The initial drawdown
provided certain
Thereafter, further
the Borrower

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

3.2 Before any new
Lender the following

the Borrower shall send to the
y:

4 Repayment conditions

The Loan shall be repaid
OR

day.

The Loan shall be repaid
[list of dates and amounts]

conditions set out in Schedule 2:

any share pre on reserve fund.

9 Borrower's warrant

The Borrower repres

9.1 It / he is autho

9.2 every subsidia
liabilities set o

9.3 the execution
Borrower of h
not in breach
not contraven
binding upon t

9.4 the Financial
at the date of
granting the L

9.5 the Financial
accepted acco
preceding fina
change in the

9.6 the Borrower

9.7 there are no n
commitment c

9.8 the Borrower
at any time pr

9.9 no litigation, a
pending or thr
determined, n
or the Compa

9.10 none of the as

9.10.1 for curr
and by
arising

authorised to accept the
party;

and the performance by the
Borrower's legal authority, are
Borrower, and do not and will
on of law or of any agreement

financial state of the Borrower
ender has relied on it in

conformity with generally
sis consistent with that of
e there has been no material
of the Borrower.

igations;

osses from any present

adverse changes which occur

ental proceedings are
ch would, if adversely
sical condition of the Borrower

any lien, except:

ng contested in good faith
cs', suppliers' or similar liens
for sums not past due;

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