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LOAN AGREEMENT FROM

COMPANY (Unsecured Loan)

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(1)

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**THIS AGREEMENT** is dated

**BETWEEN:**

- (1) << Name of Borrower >> (the "Borrower") with registered number << Registered Number >> and << Registered Address >> and
- (2) << Name of Lender >> (the "Lender") a Director/Shareholder >> of the Borrower of << Lender's Address >>

**AGREED TERMS:**

**1. Definitions and Interpretation**

In this Agreement:-

**"Business Day"**

any day other than a Saturday, Sunday or public holiday in London are open for business;

**"Commencement Day"**

the day of the agreement;

**"Default"**

any event or circumstance as specified in clause 4.1

**"Loan"**

the sum of money made available under this agreement

**2. The Facility**

The Lender, being a << Director/Shareholder >> of the Borrower agrees to provide the Borrower with a Loan of << Loan Amount >> in accordance with the Schedule hereto.

<< Name of Lender >> of the Borrower agrees to provide the Borrower with a Loan of << Loan Amount >> in accordance with the Schedule hereto.

**3. Purpose**

3.1 The Borrower shall use the Loan for the purpose for which it is made available to it under this agreement for << Purpose >>.

<< Name of Borrower >> shall use the Loan for the purpose for which it is made available to it under this agreement for << Purpose >>.

3.2 The Lender is not responsible for how any amount under this agreement is used.

<< Name of Lender >> is not responsible for how any amount under this agreement is used.

**4. Drawdown**

The Loan is available for drawdown by the Borrower in one or more tranches on << date of drawdown >> (the "Loan Date") and the Borrower shall pay the Loan amount to the Lender on the Loan Date.

<< Name of Borrower >> shall draw down the Loan in one or more tranches on << date of drawdown >> (the "Loan Date") and shall pay the Loan amount to the Lender on the Loan Date.

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5. **No Security**

Notwithstanding the terms and conditions of the Loan, the sums due to the Lender, the

the Borrower to secure other than the Loan shall be unsecured.

6. **Repayment**

6.1 The Borrower shall repay the Loan in accordance with the Schedule.

accrued interest in instalments in accordance with the Schedule.

6.2 Without any obligation on the part of the Lender to allow the Borrower to vary the terms of the Loan, the Borrower without the consent of the Lender shall not be entitled to vary the terms of the Loan in whole or in part.

do so, the Lender shall be entitled to vary the terms of the Loan or grant any other indulgence to the Borrower, and the Lender shall not be bound by any variation of the rights of the Lender in whole or in part.

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7. **Interest**

7.1 [The Loan shall bear interest at the rate of < >> percent.]

< >> percent.]

OR

[The Loan shall bear interest at the rate of << >> % above the base rate of <<Name of Bank>>]

<< >> % above the base rate of <<Name of Bank>>]

7.2 Interest will accrue on the Loan from the Commencement Date until the Loan is paid in full. Such interest will be payable by the Borrower in instalments < >> <sup>1</sup> in arrears. In the event of a default in payment of interest, the interest rate shall apply to the total of principal and interest due.

of the Loan outstanding from the Commencement Date until the Loan is paid in full. Such interest will be payable by the Borrower in instalments < >> <sup>1</sup> in arrears. In the event of a default in payment of interest, the interest rate shall apply to the total of principal and interest due.

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8. **Default**

8.1 The Loan plus accrued interest shall become immediately due and payable by the Borrower, in so far as it remains unpaid, if any of the following events occurs:-

8.1 The Loan plus accrued interest shall become immediately due and payable by the Borrower, in so far as it remains unpaid, if any of the following events occurs:-

8.1.1 Non-payment of any instalment of principal or interest due (including interest) within <<seven>> days of the date on which it is due.

8.1.1 Non-payment of any instalment of principal or interest due (including interest) within <<seven>> days of the date on which it is due.

8.1.2 Any information provided by or at the request of the Borrower to the Lender is found to be inaccurate.

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8.1.3 The Borrower is declared bankrupt or makes an administration order or makes an arrangement with creditors (within the meaning of the Insolvency Act 1986) or is otherwise insolvent or bankrupt.

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8.1.4 An encumbrance is placed on the property of the Borrower or a receiver is appointed, of any part of the property of the Borrower.

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8.1.5 The Loan is not repaid in accordance with the Schedule specified in this Agreement.

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<sup>1</sup> The interval stated in this clause shall be the interval of instalments set out in the Schedule.

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8.2 The Borrower shall  
steps to obtain paym

curring by the Lender in taking any  
for this Agreement.

9. **Payment**

All payments made by the  
made in full without set-off  
in immediately cleared funds  
including account number,  
Lender may notify the Borr

under this Agreement shall be  
for that payment in sterling and  
Lender at << insert account details,  
> or any other account as the

10. **Set-off**

The Lender may set off a  
owed by the Lender to the

this Agreement against any sums

11. **Assignment**

11.1 The Lender may assign  
or obligations hereu

under, or transfer any of its rights

11.2 The Borrower may  
Agreement.

rights or obligations under this

12. **Communications**

12.1 All communications  
delivered by hand  
registered office ad

out the loan shall be in writing and  
st class post to the other party's

12.2 Communications sh

een received:

12.2.1 if sent by p  
(exclusive of

two Business Days after posting

12.2.2 if delivered b

livery; or

13. **Governing Law and Juris**

The Agreement shall be go  
law of England and Wales

and enforced in accordance with the  
n the parties hereto submit.

**IN WITNESS WHEREOF** this Agre  
before written

ecuted the day and year first

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Borrower's

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SIGNED by

<<Name and Title of the Lender>>

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Loan Amount Schedule

Loan Amount: £<<

Loan Date: <<da

Repayment Date	Capital Repayment Amount	Repayment	Balance of Loan remaining
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			
<< Date >>			