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BASIC LOAN AMENDMENT AGREEMENT

(1) << Name of the Borrower'

(2) << Name of the Lender'

**THIS AGREEMENT** is dated and made at \_\_\_\_\_ of \_\_\_\_\_

**BETWEEN:**

- (1) << Name of Borrower >> (the "Borrower") of << Borrower Address >> and  
(2) << Name of Lender >> (the "Lender") of << Lender Address >>.

**NOW IT IS HEREBY AGREED** as follows:

**1. BACKGROUND**

- A. On <<insert date>> (<<insert year>>), a Loan Agreement was entered into between the Borrower and the Lender, pursuant to which the Lender agreed to advance <<insert sum>> to the Borrower on the conditions set out in the Loan Agreement.
- B. In accordance with <<insert details of proposed amendments>> to the Loan Agreement, the Borrower and the Lender have agreed to amend the Loan Agreement to <<insert details of proposed amendments>> and to document these changes by this Agreement.

**2. Definitions and Interpretation**

2.1 In this Agreement:-

**"Effective Date"**

means the date on which the Lender informs the Borrower that the conditions precedent have been satisfied in accordance with clause 3.2.

2.2 Unless the contrary appears, a term defined in the Loan Agreement has the same meaning in this Agreement;

- i. a term defined in the Loan Agreement has the same meaning in this Agreement;
- ii. the principles of interpretation set out in the Loan Agreement shall have the same effect in this Agreement.

2.3 This Agreement is subject to the terms and conditions of the Loan Agreement.

2.4 A person who is not a party to this Agreement has no rights under the Agreement to enforce or to enjoy the benefit of any term under the Agreement.

**3. Amendment(s)**

- 3.1 Subject to paragraph 3.2, any amendment to the Loan Agreement shall be made in writing so that:
- <<insert details of proposed amendments>> shall be added with references to relevant clauses of the original Loan Agreement.

<sup>1</sup> Clause 17.1 refers to the relevant Long Form Loan Agreement, which states that any amendments should be made in writing by both parties.

- 3.2 The Loan Agreement shall be amended by this Agreement unless the Lender notifies the Borrower within 10 Business Days of the date of this Agreement that it has received all (or waived all) of the documents set out in Schedule 1 (Conditions Precedent documents) and that the documents are satisfactory to the Lender on or after the date of this Agreement.
4. **Continuity**
- The provisions of the Loan Agreement, as amended by this Agreement, shall continue in full force and effect from the Effective Date, the Loan Agreement and this Agreement shall be construed as one document.
5. **Expenses**
- The Borrower shall pay the amount of all costs and expenses reasonably incurred by the Lender in preparing and administering this Agreement.
6. **Counterparts**
- This Agreement may be executed in counterparts. This has the same effect as if the signatures of all parties were on a single copy of this Agreement.
7. **Miscellaneous**
- The Borrower makes the warranties set out in clause 12 (Representations and Warranties) of this Agreement, in each of the references to the Loan Agreement, as well as with reference to the facts and circumstances.
8. **Governing Law and Jurisdiction**
- This Agreement shall be governed by and enforced in accordance with the law of England and Wales and the parties hereto submit.

**IN WITNESS OF WHICH** the parties to the agreement the day and year first above written.

Signed by << Name >> for and on behalf of the Borrower << Name of Borrower >>

agreement the day and year first

Signed by << Name >> for and on behalf of the Lender << Name of Lender >>

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**SCHEDULE 1**  
**Conditions Precedent documents**

<< Insert relevant agreed conditions

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