BASIC LOAN AMENDMENT AGREEMENT

Between
(1) << Name of Borrower >> 'The Borrower'
and
(2) << Name of Lender >> 'The Lender'

[Signature]

[Signature]
THIS AGREEMENT is dated and made on the _day of _

BETWEEN:

(1) << Name of Borrower >> (the “Borrower”) and
(2) << Name of Lender >> (the “Lender”).

NOW IT IS HEREBY AGREED as follows:

1. BACKGROUND

A. On <<insert date>> a Loan Agreement was entered into between the Borrower and the Lender pursuant to which the Lender agreed to advance sums to the Borrower on the terms and conditions set out in the Loan Agreement.

B. In accordance with <<clause 17.1>>1 of the Loan Agreement, the Borrower and the Lender have agreed to amend the Loan Agreement to <<insert details of proposed amendments>> and propose to document these changes below.

2. Definitions and Interpretation

2.1 In this Agreement:

i. “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 is stated:

i. a term defined in the Loan Agreement has the same meaning in this Agreement;

ii. the principles of construction set out in the Loan Agreement shall have the same effect in this Agreement.

2.3 This Agreement is supplemental to and amends the Loan Agreement.

2.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term under this Agreement.

3. Amendment(s)

3.1 Subject to paragraph 3.2 below, with effect from the date of this Agreement, the Loan Agreement shall be amended so that:

<<insert details of how the loan is being amended with references to relevant clauses of the original Loan Agreement.>>

1 Clause 17.1 refers to the relevant clause of the Simply Docs Long Form Loan Agreement, which states that any amendments should be in writing agreed by both parties.
3.2 The Loan Agreement shall not be amended by this Agreement unless the Lender notifies the Borrower in writing prior to the date falling two Business Days after the date of this Agreement that it has received all (or waived receipt of all or some of) the documents set out in Schedule 1 (Conditions Precedent documents) in form and substance satisfactory to the Lender on or prior to the date falling two Business Days after the date of this Agreement.

4. **Continuity**

   The provisions of the Loan Agreement, as amended by this Agreement, continue in full force and effect from the Effective Date, the Loan Agreement and this Agreement shall be read and construed as one document.

5. **Expenses**

   The Borrower shall pay to the Lender the amount of all costs and expenses reasonably incurred by the Lender in connection with preparing and administering this Agreement.

6. **Counterparts**

   This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were a single copy of this Agreement.

7. **Miscellaneous**

   The Borrower makes the representations and warranties set out in clause 12 (Representations and Warranties) of the Loan Agreement to the Lender on the date of this Agreement, in each case as if references to the Loan Agreement are references to the Loan Agreement and this Agreement as well as with reference to the facts and circumstances then existing.

8. **Governing Law and Jurisdiction**

   This Agreement shall be governed by, construed and enforced in accordance with the law of England and Wales to the jurisdiction of which the parties hereto submit.
IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written.

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

Signed by << Name >> for and on behalf of the Lender << Name of Lender >>
SCHEDULE 1
Conditions Precedent documents

<< Insert relevant agreed conditions >>