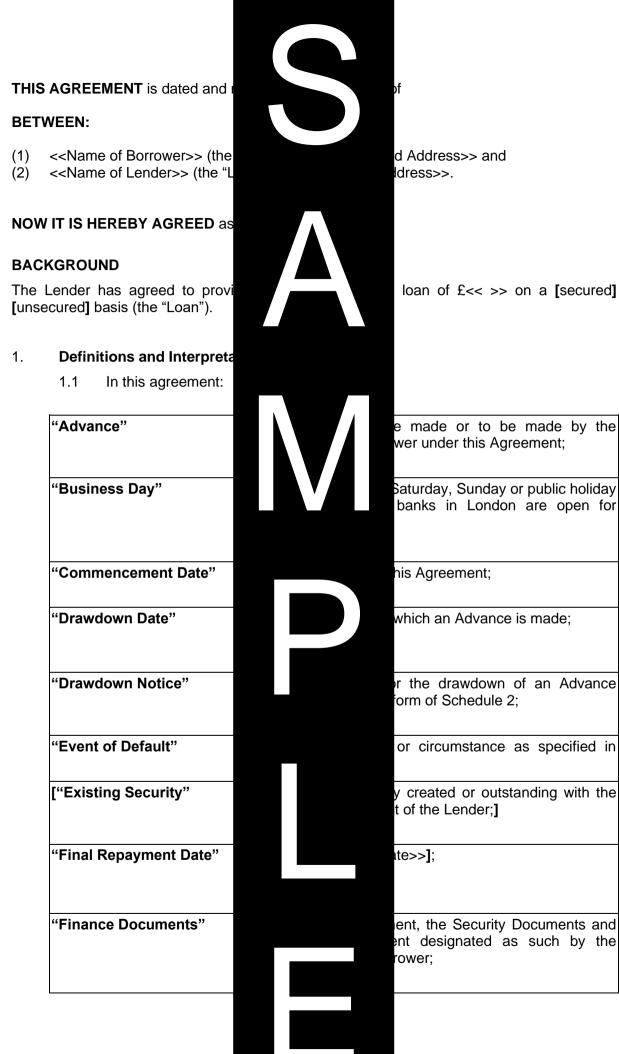
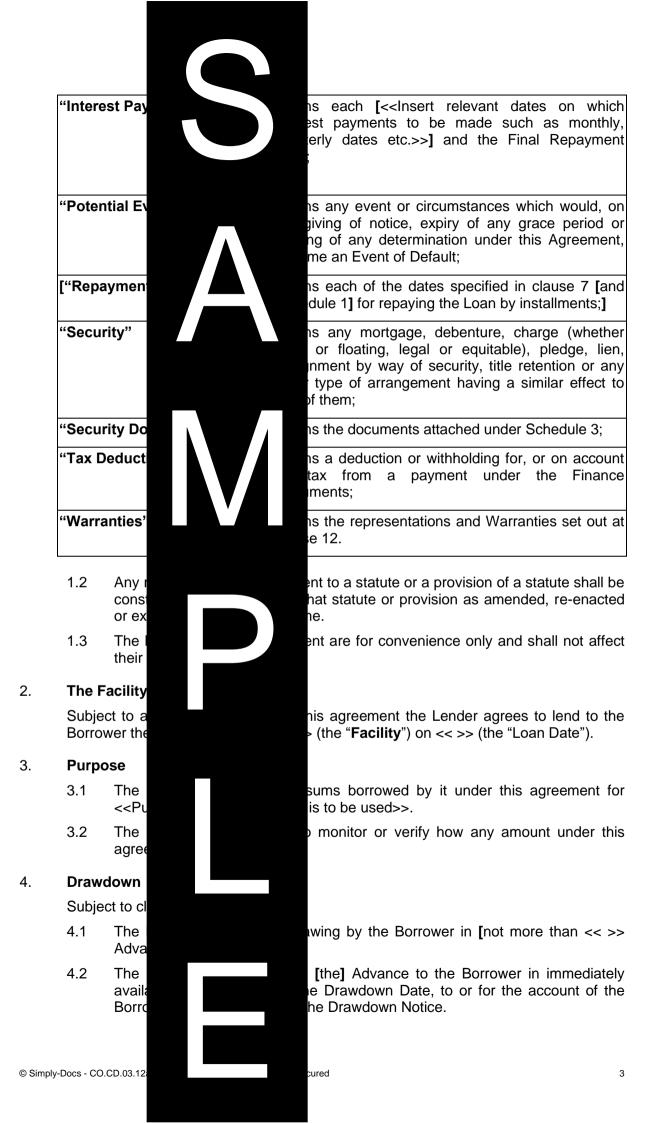
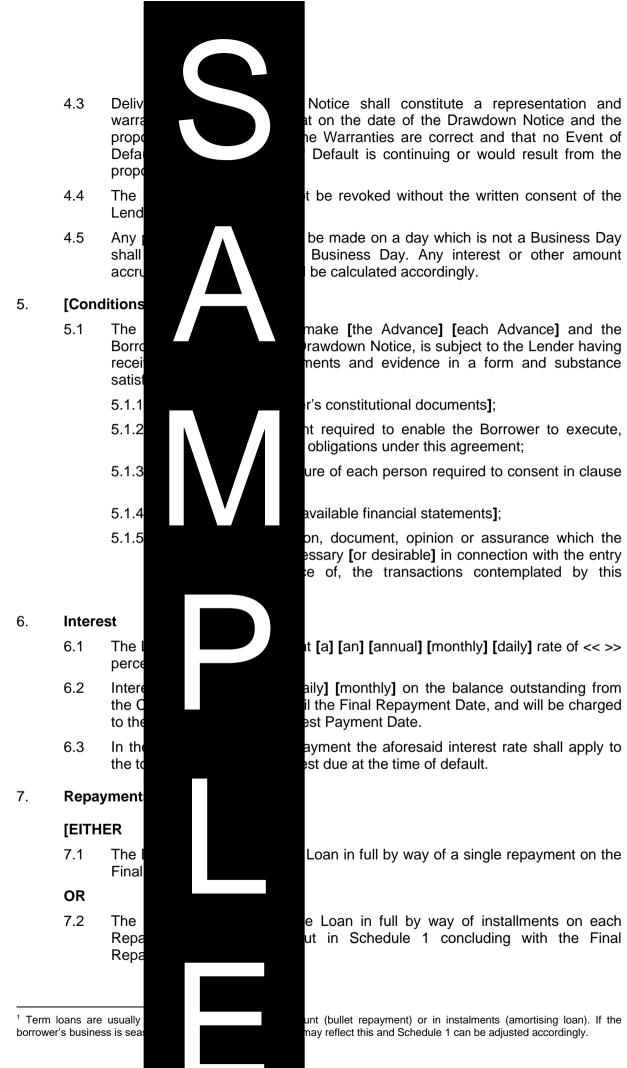


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- 8. **Re-borrowi**
- 9. **Payments**

All payment made in ful payment in <<Insert Act any other act

10. Value Adde All consider Borrower to

11. [Security

The Borrow security doc shall deliver may deman reasonably r

12. Representa

The Borrowe

- 12.1 [The its ju asse delive trans
- 12.2 [The asset
- 12.3 The desir unde its ju effec
- 12.4 The i Lend was s 12.4.



relev

exce recer

12.5 Each prepa stand and



part of the Loan which has been repaid.

r to the Lender under this agreement shall be Deduction and paid on the due date for that ly cleared funds to the account of the Lender at Account Number, Sort Code and Address>> or notify the Borrower.

payable under a Finance Document by the ned to be exclusive of any VAT.

e repayment of the Loan by executing those as Schedule 3 (the "Security Documents") and on the Loan Date. From time to time the Lender Il execute, additional loan documents which are ender's security interests.]

ts as follows:

orated company validly existing under the law of n; and] The Borrower has the power to use its ness as it is being conducted, and to execute, ations under the Finance Documents and the them.

d beneficial owner of and has good title to all its over its assets except for the Existing Security.]

necessary action and obtained all required or it to execute, deliver and perform its obligations make this agreement admissible in evidence in n. Any such authorisations are in full force and

electronic format, supplied by the Borrower to the Facility and this agreement was, at the time it e Borrower's knowledge:

curate in all material respects at the time it was

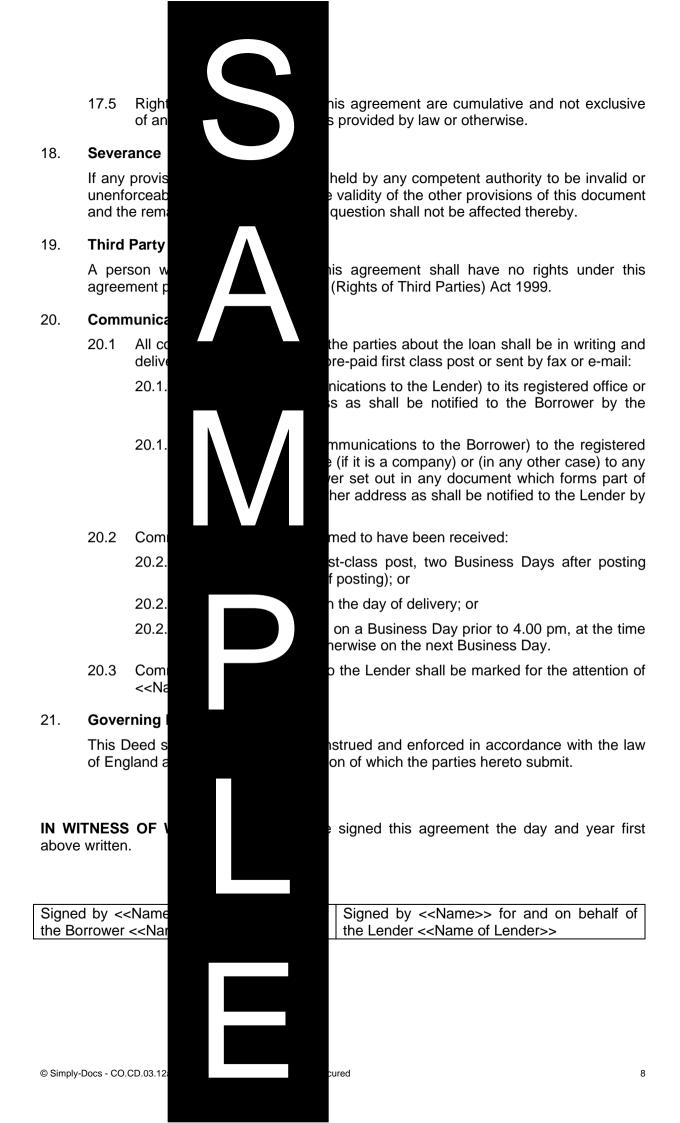
material respect, nor rendered misleading by a rinformation,

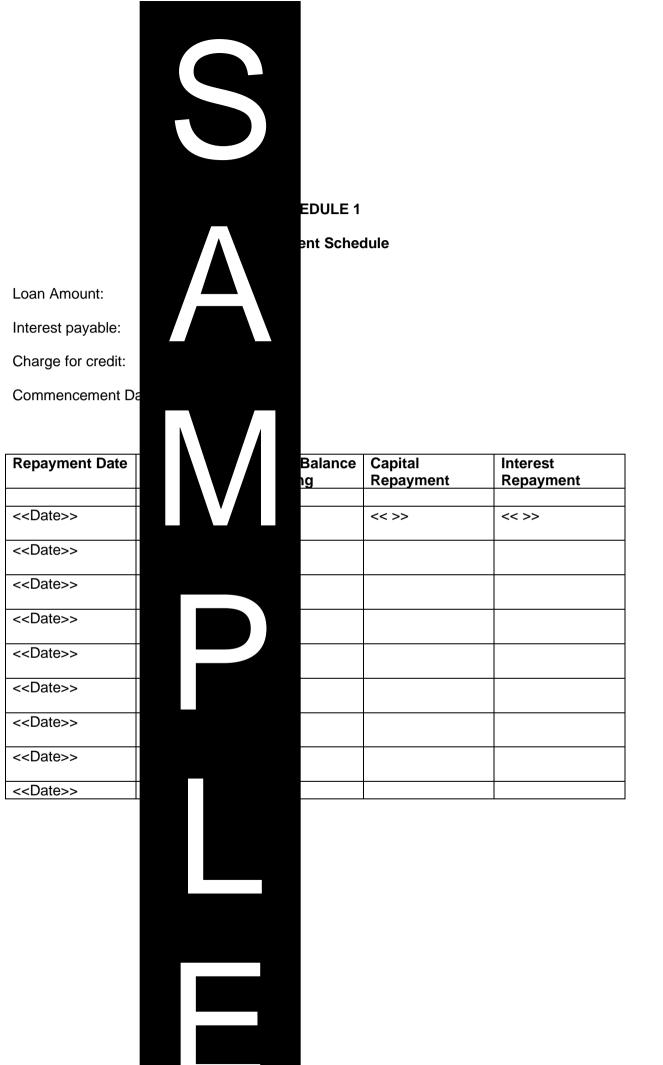
vas amended, superseded or updated by more the Borrower to the Lender.

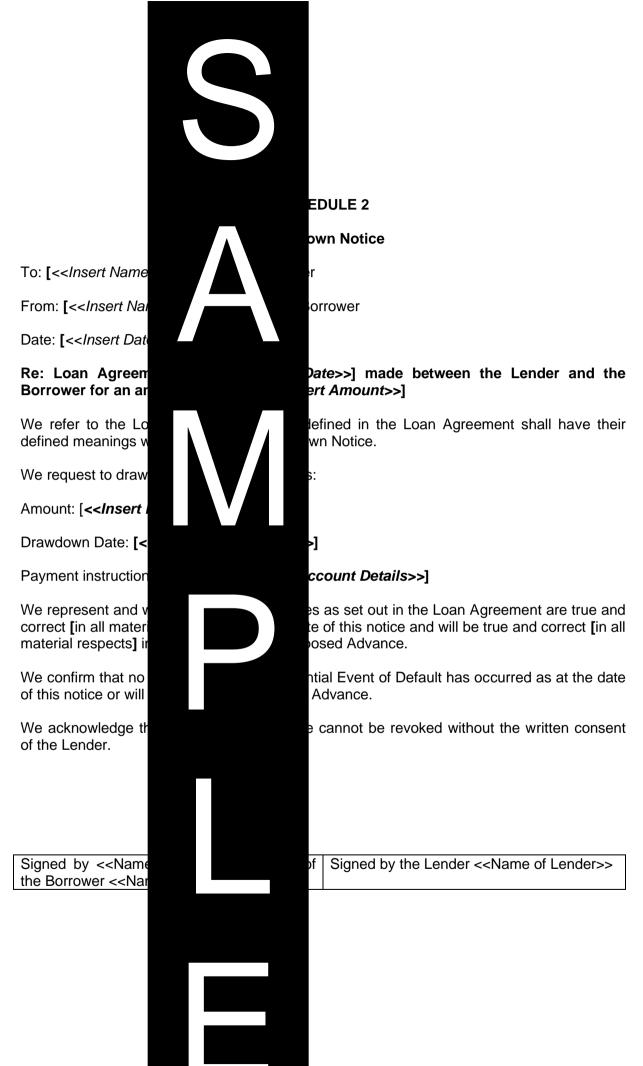
ts delivered to the Lender by the Borrower were th consistently applied accounting principles, rally accepted in its jurisdiction of incorporation, financial condition and operations during the rly and accurately.

	12.6	No I pend asset		administrative proceedings are taking place, s knowledge, threatened against it or any of its
	12.7	No E is ma		rred, is continuing or will occur when an Advance
	12.8	There cond		I adverse change in the business or financial e the date of this agreement.
13.	Covenants			
	The Borrowe			ider as follows:
	13.1	[The asset		ate, or permit to subsist, any Security over its Security.]
	13.2	The l asse		ease, transfer or otherwise dispose of any of its
		13.2.		linary course of business;
		13.2.		value is worth less than $\pounds << >>$.
	13.3	The I of D beco	\mathbf{N}	Lender of any Potential Event of Default or Event eing taken, if any, to remedy it) promptly on ence.
	13.4	[The the fi		the Lender its [audited] financial statements for
	13.5	[The		the Lender:
		13.5.		, arbitration or administrative proceedings which d or pending against the Lender as soon as it m.
		13.5.		on about the financial condition, business and ower that the Lender may reasonably request.]
14.	Events of D			
	The Loan pl to the Borro remaining ur			(subject to the service of notice from the Lender y due and payable by the Borrower, in so far as ult occurs.
	Each of the			set out below is an Event of Default.
	14.1	The B wher or teo due c		sum payable by it under the Finance Documents pay is caused solely by an administrative error ment is made within << >> Business Days of its
	14.2	The I the F the c days		a failure to pay) to comply with any provision of (if the Lender considers, acting reasonably, that edy) such default is not remedied within << >>
		, 14.2.		g aware of the default; or
		14.2.		the Borrower of the default and the remedy
		Whic		
	14.3	Any		or statement made, repeated or deemed made

		by th have or de	ant to, the Finance Documents is (or proves to e, incorrect or misleading when made, repeated	
	14.4	Any i	ower is not paid when due; or	
		14.4.	comes due, or capable of being declared due, rity by reason of default; or	
		14.4.	achment, sequestration, distress, execution or y affects any of the Borrower's assets.	•
	14.5	An e Even >>.	ferred to in Clause 14.4 shall not constitute an ate amount of the indebtedness is less than $\pounds <<$	
	14.6	Any a	edure or step is taken in relation to:	
		14.6.	ments, winding up, dissolution, administration or way of voluntary arrangement, scheme of vise) of the Borrower; or	
		14.6.	liquidator, receiver, administrator, compulsory lar officer in respect of the Borrower or any of its	
	14.7	Any s is not	ssets of the Borrower becomes enforceable and ys of enforcement commencing.	
	14.8	Whei opinio the B with,	circumstances exist) which, in the reasonable y to materially and adversely affect the ability of any of its obligations under, or otherwise comply Documents or any of them.	F
15.	15. Assignmen			
	15.1	The oblig:	y of its rights or transfer any of its rights or	•
	15.2	The I Docu	any of its rights or obligations under the Finance	
16.	6. Set-Off			
	16.1	The sums	amounts due under this agreement against any he Borrower.	,
	16.2	The claus	ged to exercise any rights given to it under this	
17.	Remedies,		and Consents	
	17.1	Any beha	ement shall be in writing and signed by or on	I
	17.2	Any v if it is only i	sent given under this agreement is only effective by the waiving and consenting party and applies which it is given.	
	17.3	No d a wai	e any right under this agreement shall operate as	i
	17.4	No s any f	of any right under this agreement shall prevent ne or any other right under this agreement.	
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