TABLE CHARGE)

LOAN DEED (INC

(1) << Nam

Borrower'

(2) << Nan

e Lender'

1

THIS DEED IS MADE the << day

BETWEEN:

- (1) << Name of Director >> (the
- << Name of Company >> (th (2) with company number << Co at << Registered Address >>

NOW IT IS HEREBY AGREED as

BACKGROUND

The Borrower is [connected provide the Borrower with a

1. **Definitions and Interpreta**

In this Deed:-1.1

"Advance"

"Commencement Date"

"Event of Default"

"Existing Security"

"Occupation Leases"

"Potential Event of Default

"Property"

"Rents"

<Year>>

ss >> and ncorporated in England & Wales vhose registered office is situated

ender. The Lender has agreed to on a secured basis.

ade or to be made by the r under this Deed and onstrued accordingly:

Deed:

rcumstances as specified in

utstanding which has been prior to the execution of this created with the prior written following the execution of the

the leases or tenancies and/or or tenancies and each and all r occupational interest and any htal thereto including any rent e Property has the benefit of or to time:

rcumstances which would, on sult in the expiry of any grace ny determination under this ent of Default;

ecified at Schedule 1:

her sums (other than the sums count of insurance premiums, he like) payable under any luding without limitation any able on or in respect of the





"Repayment Date"

"Repayment Instalment"

"Security"

"Unpaid Amount"

"Warranties"

- 1.2 Any reference in this construed as a refere extended at the relev
- 1.3 The headings in this interpretation.

2. The Loan

Subject to and in accordan Borrower on the Commend "Loan").

3. **Purpose**

- 3.1 The Borrower shall u for which the loan is t
- The Lender is not ob is used.

4. Drawdown

- 4.1 The Loan is available >> Advances] [one A
- 4.2 The Lender shall pay available cleared fun account of, the Borro
- 4.3 [The Advances are p amounts and on the t

e moneys payable in respect of

tes specified in clause 7 where ent becomes due:

talments specified in clause 7

debenture, charge (whether or equitable), pledge, lien, security, title retention or any nent having a similar effect to in as created by this Deed);

nount of the Loan which has not te it falls due under this Deed;

set out at clause 10.

ovision of a statute shall be vision as amended, re-enacted or

e only and shall not affect their

nder agrees to lend to the sum of £<< amount >> (the

it under this Deed for << purpose

how any amount under this Deed

wer in [not more than << number

the Borrower in immediately vant Advance to, or for the

y the Lender in the following

<< Date >>

Total:

5. Interest

- 5.1 The Loan shall bear i percentage >> perce
- 5.2 Interest will be calcul Commencement Date Borrower [monthly] [6]
- 5.3 In the event of a defa total of principal and

6. Repayments

- 6.1 The Borrower shall re 2.
- 6.2 The Borrower may no

7. Value Added Tax

All consideration expressed Lender shall be deemed to

8. Security

The Borrower as legal own the security so constituted respect of the Unpaid Amo

- 8.1 by way of equitable
- 8.2 by way of fixed chararising and/or veste
 - a) any resident
 - b) any compan determinatio Property is h
- 8.3 by way of mortgage Leases and the Rer indemnities, rent de

unt >>
unt >>)

al] [monthly] [daily] rate of <<

ınt >>

the balance outstanding from the in full, and will be charged to the

aid interest rate shall apply to the f default.

ents in accordance with Schedule

e Loan which is repaid.

Deed by the Borrower to the

hereby charges (to the intent that ecurity) in favour of the Lender in

fit and advantages at any time

any connected with the Property; mmediately expectant upon the any lease under which the

d to and in the Occupation of tof any guarantees, eld from time to time in respect of



any of the Occupati

ccupati e Lende

nothing in this sub-clause shall

9. Warranties

The Borrower warrants as

- The Borrower is the I Property and no Secu Security.
- 9.2 The Borrower has tal desirable consents to under this Deed. Any
- 9.3 The information, in w Lender in connection supplied, to the best
 - 9.3.1 complete, true supplied; an
 - 9.3.2 not misleadi failure to dis

except to the extent t recent information su

- 9.4 There has been no m Borrower since the in by the Borrower to th
- 9.5 No Event of Default h

10. Covenants

The Borrower covenants w

- 10.1 The Borrower shall n the Existing Security) thereof nor agree to o
- 10.2 The Borrower shall n of Default (and the st becoming aware of it

11. Events of Default

- 11.1 Each of the events
 - 11.1.1 Non-paymer (including in Date;
 - 11.1.2 Any of the V or incorrect;
 - 11.1.3 Commencer or the Borrov

r of and has good title to the erty except for the Existing

and obtained all required or iver and perform its obligations in full force and effect.

, supplied by the Borrower to the eed was, at the time it was dge:

terial respects at the time it was

t, nor rendered misleading by a

erseded or updated by more the Lender.

n the financial condition of the r Sub-clause 10.3 was provided

ing at the date of this Deed.

r, create any Security (except for se of the Property or any part cts without the Lender's consent.

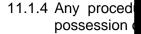
ptential Event of Default or Event
p remedy it) promptly on

below is an Event of Default.

nstalment due under this Deed er >> days from the Repayment

to have been) incomplete, untrue

proceedings against the Borrower ent with creditors;



- 11.1.5 Any Security discharged v
- 11.1.6 The Borrowe reason:
- 11.1.7 The death of
- 11.1.8 Where any e reasonable of affect the ab under, or oth
- 11.2 The Borrower shall b steps to obtain paym

the Borrower to attach or take ent of a debt;

becomes enforceable and is not ment commencing;

tor of the Lender ceases for any

ances exist) which, in the ikely to materially and adversely form all or any of its obligations terms of this Deed.

rred by the Lender in taking any this Deed.

12. Enforcement

The Unpaid Amount plus in of notice and/or the obtate payable without further not shall become immediately without the Lender needing

nount shall (subject to the service r) become immediately due and he security created under clause 9 currence of any Event of Default ayment.

13. Power of sale

- 13.1 Section 103 of the L
 the security constitu
 and the power of sa
 of Property Act 192
 immediately exercis
 becomes due and r
 as to the giving of n
- 13.2 Notwithstanding and the Loan shall be demeaning of Section execution of this De
- 13.3 The restriction of the contained in Section Deed.
- 13.4 For the purpose of \$
 "Mortgagor" shall in and subsection (18) apply.

14. Receivers

14.1 At any time after ha occurrence of any o

shall not apply to the Loan and come immediately enforceable ferred on mortgagees by the Law by this Deed shall become Loan or any part thereof e restrictions contained in that Act

this Deed or any other document, ue and payable within the erty Act 1925 immediately on the

ortgage securities which is ty Act 1925 shall not apply to this

Property Act 1925 the expression deriving title under the Borrower of Property Act 1925 shall not

o do by the Borrower or after the clause 12, the Lender may

appoint one or more part of the Property

- 14.2 The Lender may (a)

 Deed and (b) appoil
 either in the place of act or to act jointly with the place of the act of th
- 14.3 If at any time and by persons shall hold of such receivers shall the deed(s) or other and discretions here of the other or other
- 14.4 Every such appoint removal by the Lengremove delegates or instrument in writing authorised in writing
- 14.5 Every receiver for the made by the Lender restrictions express Borrower are a community wound up or an adragainst the Borrower Property or as the cois appointed:
 - a) all the power conferred by 1925 and on Administrate under those
 - b) power in the all the power anything whi irrespective arrangement
- 14.6 In addition and with receiver for the time the Lender under th
 - a) power to tak
 - b) power to der modify, refur and fitting th completion of in which the appointment improvemen rebuilding, of any part their

r or receivers of the whole or any

eviously appointed under this er persons as receiver or receivers or who has otherwise ceased to as previously appointed under this

intment(s) any two or more same assets or income each one contrary shall be stated in any of them) to exercise all the powers is individually and to the exclusion

ry delegation appointment or right to delegate its powers or to by be made either by deed or by f our officers or any person ch officer;

ce by virtue of an appointment ubject to any limitations or strument appointing him but if the at the Borrower may have been solved) have in relation to the he Property in respect of which he

ed by the provisions hereof) and the Law of Property Act gees in possession, strative Receivers appointed

t the Borrower's cost to exercise te owner and do or omit to do as an absolute owner and administration, voluntary

rality of the foregoing every rirtue of an appointment made by llowing powers;

nd get in the Property:

velop, complete, construct, rt of the Property and the fixtures undertake or concur in the thout modification) of any project d or interested in prior to his lemolition, alteration, on, construction, modification, ment, or repair of the Property (or fittings thereon;

- c) power to rep any part thei
- d) power to pro lighting and the occupati
- e) power to ent sub-let or no agreement for otherwise for thereof or ar employ and agents, serv upon such to generally in persons;
- f) without the r the Law of P restrictions of transfer or co accept or co in terminatin or concur in licences in e is appointed conditions as termination, leasing, acce
- g) power to sev separately fr are containe
- h) power to car and other pr assigning or enter into co and so as to
- i) power to acc may conside enhance the surrender ea and to enter
- j) power to ma think fit;
- k) power to effe expedient;
- power to em other persor terms as he his own firm
- m) power to ma receiver sha

, fit out and furnish the Property or nd fittings thereon;

ng without limitation heating deemed expedient in relation to Property;

rescind, vary, modify, assign, ement, option agreement, t, or professional appointment or way to the Property or any part on and to appoint, hire and actors, advisers, professionals, ers, officers, workmen and others fees or remuneration and think fit and to discharge such

ctions imposed by Section 103 of heed to observe all or any of the tion 99 of such Act to sell or rring, lease or concur in leasing, ders of leases, terminate or concur ncur in surrendering leases, grant ate or concur in terminating in respect of which the receiver erally on such terms and any such sale, transfer, leasing, o effect by conveying, assigning, nating, surrendering or licensing;

m the Property and sell the same n they are affixed or in which they

er disposal of any land or buildings fect by conveying, transferring name and for that purpose to ctual obligations in the name of

eal or personal property which he to acquire in order to maintain or any part thereof and to grant or licences and to make exchanges the revision of boundaries;

ompromise of claims as he shall

nces which he shall deem

t such managers, contractors and sers and consultants on such thout limitation power to engage eivership;

ue added tax purposes as the n think fit;

- n) power to rais rank for pays the Loan and any part of it think fit and to enquire as or to see to f
- o) power to app Property inc entering into
- p) power to div maisonettes maisonettes such sales a generality of
 - 14.6.1 to gra renev for su terms and t grour fit:
 - 14.6.2 to for mana comp
- q) power to do incidental or conducive to the Loan.
- 14.7 Every receiver so a to be the Borrower's acts and defaults ar
- 14.8 Every receiver so a at a rate to be fixed agreement to be fix responsibilities invo in accordance with without being limited Law of Property Act

15. Land Registry Notices

- 15.1 Neither party shall ap title to the Property in
- 15.2 The Lender may app in relation to this Dee
- 15.3 "Agreed notice" and " section 34 of the Lan

the Lender or any other person to surity constituted by or pursuant to age or charge on the Property or erms and conditions as he may such moneys shall be concerned use of the exercise of this power nevs so raised or borrowed:

ermissions in respect of the generality of the foregoing ection therewith; and

ty into as many flats and/or hen to sell such flats and/or nbination using any method for ate and without prejudice to the ave power:

es of the Property and to grant of any leases or tenancies at or considerations and upon such provisions for the review of rent at a premium with or without a fall in his absolute discretion think

Iny or companies for the and to grant shares in such transfer the freehold of the companies on any terms which he

hay seem to the receiver to be lower vested in him or to be curity constituted by or pursuant to

d at all times and for all purposes shall be solely responsible for his remuneration.

to remuneration for his services him and the Lender (or failing such riate to the work and arging from time to time adopted current practice of his firm and ecified in Section 109(6) of the

to be entered on the registered

b be entered on the registered title not object to such an application.

e meanings ascribed to them by

16. Land Registry Restriction

16.1 The Borrower conser following restriction in "No disposition of the is to be registered wit (company number << or their conveyancer."

16.2 If requested by the B purposes of the restri

- a) the Loan has been
- b) alternative property charged to the Lend

17. Assignment and Transfer

- 17.1 The Lender may assi obligations by novation
- 17.2 The Borrower may no

18. **Appropriation**

The Lender may appropriate the Lender towards satisfact as the Borrower has with the control of the control of

19. **Set-Off**

- 19.1 The Lender may set Amount.
- 19.2 The Lender shall not clause.

20. Release and Reassignme

Following the date on which unconditionally and irrevoch request and cost of the Born Property from the security all its interests assigned to

21. Cumulative and Continui

21.1 This Deed is a intermediate payme will not be prejudice y to the Land Registry to enter the the the Property:

proprietor of the registered estate gned by << Name of Lender >> r >>) of << Address of Lender >>

provide written consent for the after either:

actory to the Lender has been tion for the Property.

nsfer any of its rights or

or obligations under this Deed.

ents which the Borrower makes to der any accounts or agreements on as the Lender sees fit.

nder this Deed against any Unpaid

ly rights given to it under this

hat all the Loan has been in full the Lender shall, at the ion is necessary to release the and shall reassign to the Borrowered.

the Lender regardless of any hole or any part of the Loan and omission or circumstance which.



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but for this Clause.

21.2 The security constiprejudiced by any rethe Loan including Security.

22. Remedies, Waivers, Ame

- 22.1 Any amendment to th each party.
- 22.2 Any waiver of any rig in writing and signed the circumstances for
- 22.3 No delay or failure to waiver of that right.
- 22.4 No single or partial extension further exercise of the
- 22.5 The parties' rights an exclusive of any othe

23. Severance

If any provision of this Dee unenforceable in whole or i the remainder of the provis

24. Third Party Rights

A person who is not a party pursuant to the Contracts (

25. Communications

- 25.1 All communications b delivered by hand or
 - 25.1.1 (in the case such change Lender; or
 - 25.1.2 (in the case the Borrowe such other a
- 25.2 Communications sha
 - 25.2.1 if sent by pre (exclusive of
 - 25.2.2 if delivered b

s effectiveness.

addition to and is not in any way he Lender may have in respect of rights arising under any other

g and signed by or on behalf of

r this Deed is only effective if it is enting party, and applies only in

this Deed shall operate as a

this Deed shall prevent any under this Deed.

ed are cumulative and not ded by law or otherwise.

nt authority to be invalid or other provisions of this Deed and be affected thereby.

no rights under this Deed at 1999.

the loan shall be in writing and spost or sent by fax or e-mail:

- Lender) to its registered office or tified to the Borrower by the
- the Borrower) to any address of t which forms part of the Deed or d to the Lender by the Borrower.

en received:

Business Days after posting

livery; or

25.2.3 if sent by fax of transmiss

25.3 Communications add << Name of person >

Day prior to 5.00 pm, at the time next Business Day.

all be marked for the attention of

26. Governing Law and Juris

This Deed (including any nassociated therewith) shall aws of England and Wales the Parties relating to this obligations arising therefron the courts of England and V

nd obligations arising therefrom or construed in accordance with, the rsy, proceedings or claim between any non-contractual matters and n) shall fall within the jurisdiction of



IN WITNESS OF WHICH the parti year first above written.

Signed as a deed by <<Name of Borrower>> in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) ____

Address _____

Executed as a deed by <<Lender's directors]

Signature of Director

Signature of [Director] [Secretary]

[Alternative execution clause for

Executed as a deed by affixing the common seal of <<Lender's Name>> in the presence of

Director

Director/Secretary]

S

livered this Deed the day and

A

rector and its secretary] [two

P

seal here>>



[Alternative execution clause for witness)

Executed as a deed by <<Lender's Name>> acting by a director in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) ____

Address _____

S

signature in presence of a

ıre:

 Λ

S

Property Address: Freehold or leasehold? Land Registry title number:

<< Ir

<< Ir

: << lr

of property to be charged >> nold" >>

Loan Amount: £<<

Interest payable: £<<

Commencement Date: << D

Repayment Date Capital Ba remaining

<< Date >>

<< Loan A

- << Date >>

payment **Interest Repayment**