 **OR** **SUPPLEMENTAL AGREEMENT (02/25)**



**THIS SUPPLEMENTAL AGREEMENT CHANGES YOUR EXISTING LOAN AGREEMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.**

**Customer:** [ ] (registered number [ ])

**Bank:**

 [The Royal Bank of Scotland plc / National Westminster Bank Plc]

1. Agreement
	1. The Bank and the Customer entered into an **Agreement** dated [ ],[[1]](#footnote-1)[as subsequently amended] for a Loan of [£xxx].
2. Preconditions
	1. This Supplemental Agreement will take effect when the Bank is satisfied with:
		1. this Supplemental Agreement signed by the Customer.
		2. the authority to sign this Supplemental Agreement.
	2. The Bank may notify the Customer immediately, that the terms of this Supplemental Agreement will not take effect if:
		1. the Preconditions are satisfied more than 28 days from the date this Supplemental Agreement was signed by the Bank.
		2. an Event of Default has occurred since the date this Supplemental Agreement was signed by the Bank.
3. Amendment
	1. The Bank and the Customer agree to change the Agreement as follows:

[*Insert clause heading*]

Clause [ ] is to be replaced with the following:

[ ]

* 1. All other terms of the Agreement continue unchanged.
1. Fee
	1. The Customer will pay a fee of £ [ ] to the Bank following the Bank's receipt of this signed Supplemental Agreement.

Signed for the Bank

Date

Signed for the Customer in accordance with the authority held by the Bank

Date

**Document Reference: [ ]**

**Extract** from the Minutes of a Meeting of the Directors of  (the **"Company"**)

"After due consideration of all the circumstances and on being satisfied that it is for the benefit of the Company and in the interests of the Company for the purpose of carrying on its business to enter into a supplemental agreement (the **"Supplemental Agreement"**) in the form now produced in respect of the loan of [£ ] from [The Royal Bank of Scotland plc / National Westminster Bank Plc] (the **"Bank"**), **it was resolved** that \*                                                        be authorised to sign on behalf of the Company the Supplemental Agreement and any other documents required by the Bank in connection with the Supplemental Agreement."

**I certify**

1. that this is a true extract from the Minutes of a Meeting of the Directors of the Company at which (all appropriate interests having been declared) a quorum entitled to vote was present duly held on the \*\*             and that a true copy of the Agreement has been retained by the Company.

2. there are no limitations on the powers of the Company constitution or otherwise to grant this resolution.

**Signature of Chairperson\*\*\***

**Date:** \*\*\*\*

\* Please insert the full name of the person authorised at the Meeting by the Directors of the Company to sign the Agreement.

\*\* Insert the date of the Meeting of the Directors of the Company. (Please include the date, month and year)

\*\*\* The Chairperson of the Meeting of the Directors of the Company at which the Resolution was passed should sign here. The Chairperson of the Meeting must be an active listed Director of the Company on Companies House at the date of signing this certification.

\*\*\*\* Insert the date this Resolution was signed by the Chairperson which should be on or after the date the Meeting was held.

1. If a previous Supplemental Agreement was issued for this loan [↑](#footnote-ref-1)