



Hampshire Trust Bank

55 Bishopsgate
London EC2N 3AS

t: 020 7862 6200
e: info@htb.co.uk
w: htb.co.uk

Our Ref: APP613/01/GB

Date: 12 February 2019

Wymondham Abbey Project Ltd
Studio 9 Netherconesford
93-95 King Street
Norwich
Norfolk
NR1 1PW

Mortgage Application Number: APP613

Dear Sirs

Mortgage Facility

We are pleased to offer You, the Borrower, a loan facility on the terms set out in this Letter and the Bank's Standard Terms and Conditions - November 2018 (the "**Standard Conditions**") a copy of which is enclosed (together the "**Facility**").

This Letter contains some of the terms of the Facility and the enclosed Standard Conditions contain further terms that apply to the Facility and which supplement the terms of this Letter. **This Letter and the Standard Conditions must be read together because, together, they set out the full terms and conditions of the Facility. In particular, there are definitions in section 2 of the Standard Terms that expand and explain the meaning of terms used in this Letter and the provisions of the Standard Terms expand on the summary information in this Letter.**

The Bank's current **Tariff** is also enclosed.

This Letter can be accepted by signing and returning it to the Bank within 30 days of the date of this Letter, after which it may only be accepted with the Bank's written consent.

Borrower / You	Wymondham Abbey Project Ltd Studio 9 Netherconesford 93-95 King Street Norwich Norfolk NR1 1PW
Bank	Hampshire Trust Bank plc
Guarantor(s)	Benjamin James Smith of Hill House Hotel, 10 Church Street, Wymondham, Norfolk, NR18 0PH. Principal amount of Guarantee: £1,453,500.00 (each a "Guarantor")
Property	The freehold property at Hill House Hotel, 10 Church Street, Wymondham, NR18 0PH
Purpose	To remortgage the Property and to let the Property
Drawdown Deadline	The Facility must be drawn in full within 30 days of the Drawdown Conditions being satisfied or waived by the Bank. The Facility will cease to be available if not drawn by 14 March 2019
Drawdown Conditions	See Schedule 1 to this Letter
Facility Limit	£1,453,500.00
Gross amount of the first Advance	£1,453,500.00 (including Arrangement Fee)
Deductions from first Advance	Arrangement Fee of £28,500.00
Net Amount of the First Advance	£1,425,000.00
Interest Rate	A fixed rate of 4.59% per annum for 60 months and thereafter a Margin of 5.00% per annum over LIBOR giving a current rate of 5.91% per annum The Standard Conditions set out important conditions for how and when the Interest Rate and the Interest Base can change. In particular, your attention is drawn to paragraph 7.5 of the Standard Conditions. Please read the Standard Conditions carefully.

Default Interest Rate	2% per annum over the Interest Rate
Interest Payments	Monthly from Drawdown Date
Type of Facility	Interest Only
Payment Date(s)	Monthly. First payment date one month after first Drawdown
Monthly Payments	£5,559.64 (Interest Only)
Final Repayment Date	120 months from first drawdown
Fees payable by the Borrower	<p>Arrangement Fee: £28,500.00 payable on first Drawdown. This will be added to the Loan Amount.</p> <p>Early Repayment Fee: 4.00% of the amount so repaid if repaid at any time before the second anniversary of the first Drawdown of the Facility and thereafter (ii) 3.00% of the amount so repaid if repaid at any time before the fifth anniversary of the first Drawdown of the Facility and thereafter (iii) a fee of 1% of the amount so repaid</p> <p>Other fees are set out in our Tariff Sheet</p>
Maximum Loan to Value	Loan Amount not to exceed 70% of Value of Property
Debt Service Cover Covenant	Debt Service Cover not to be less than 200% of Debt Service Costs
Minimum Property Value	£1,900,000.00
The intermediary	Real Property Finance Ltd
Intermediary commission	£14,250.00

SCHEDULE

Drawdown Conditions

Part 1: Drawdown Conditions

Prior to the first drawdown of the Facility the Bank must have received in a form satisfactory to it the following:-

1. A redemption statement to be received from Hope Capital for an amount of £1,400,000.00;
2. Solicitor to check the recently instructed Asbestos report and confirm it is satisfactory;
3. A certified copy of the Borrower's Certificate of Incorporation, any Certificate of Change of Name;
4. A certified copy of a Board Resolution of the Borrower authorising a named person to countersign this Letter, any Security or other relevant Finance Document and approving the acceptance of this Letter, any Security or other relevant Finance Document and its terms;
5. Such information as the Bank's solicitor shall require to be able to complete its customer identification checks, for preventing fraud and money laundering and loan administration purposes;
6. The Security referred to in Part 2 of this Schedule below;
7. Such information and such searches as shall be required to enable the Bank's solicitors, in accordance with their instructions from the Bank, to provide a report in respect of the Property confirming that the Obligor granting the Security over the Property will have a good and marketable title to the Property at completion and the Property will form acceptable security for the Bank and that all rights, consents, approvals, planning and other permissions which, in the opinion of the Bank, are necessary or desirable have been obtained or will be obtained on acceptable terms;
8. A report and valuation of the Property from the Bank's valuer (no earlier than 3 months prior to the date of the first drawdown of the Loan) confirming among other things that the Property has a minimum value specified in section Minimum Property Value in this Letter;
9. Satisfactory confirmation that the environmental status of the Property will not have any adverse effect on the value or marketability of the Property;
10. The Borrower is to provide to the Bank an Energy Performance Certificate confirming that the Property has a minimum EPC rating of E;
11. Insurance for the Property in such form as the Bank may require and to cover all usual commercial risks and index-linked in a sum of at least the minimum reinstatement value recommended by the Bank's valuer and which complies with the requirements of the Standard Terms;

Any other document, report or confirmation that the Bank or its professional advisers may reasonably require.

The Bank shall in its sole discretion have the right to waive, vary or postpone any of the above conditions.

Part 2: Security

You and, where appropriate, any other party to this Letter other than the Bank will provide to the Bank on or before the first drawdown of the Loan in a form acceptable to the Bank:-

1. A first ranking Debenture incorporating a first ranking floating charge over all the Borrower's assets and undertaking;
2. A first fixed Legal Charge over the Property;
3. A personal guarantee from each personal Guarantor specified in the Guarantor(s) section of this Letter limited to the principal amount specified in that section of this Letter plus interest, fees and the cost of collection;

PLEASE READ THE FOLLOWING STATEMENTS AND DECLARATIONS CAREFULLY AND DO NOT SIGN THIS LETTER UNLESS YOU ARE SATISFIED THAT THEY ARE TRUE AND ACCURATE. IF YOU DO NOT FULLY UNDERSTAND THESE DECLARATIONS THEN YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS LETTER

The Borrower confirms that it is entering into this Letter wholly or predominantly for the purposes of a business carried on by it or intended to be carried on by the Borrower.

The Borrower agrees and understands that the Borrower will not have the benefit of the protection and remedies that would be available under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 (as amended) and any of the above legislation if this Letter were a regulated mortgage contract or a regulated credit agreement under those provisions.

You confirm that no Property (or any part of it) provided as Security is occupied by You or any Related Person, has never been so occupied and that neither You nor any Related Person will occupy such Property or any part of it. If this is not the case and the Bank discovers that circumstances that reasonably lead it to believe that the agreement for the Facility was in fact a regulated mortgage contract, then without limiting the other rights of the Bank in any way, the Loan Amount will be repayable to the Bank as if an Event of Default had occurred.

Complaints: If You or any Obligor is unhappy about the service it has received or any matter relating to the Facility, details of how to make a complaint, including for qualifying complainants how to refer the matter to the Financial Ombudsman Service, can be found on our website at www.htb.co.uk/complaints.

Data protection: You can find a copy of our Fair Processing Notice on our website at www.htb.co.uk/policies . We will also provide you with a hard copy by post upon your request. This explains how we will process personal data, your rights to your personal data and how to complain about the processing of your personal data.

Each Obligor accepts this Letter and agrees to be bound by it by signing and returning this Letter to the Bank.

IMPORTANT NOTICE:

THIS IS A LEGALLY BINDING DOCUMENT WHICH INCLUDES OBLIGATIONS ON YOU AND GIVES THE BANK RIGHTS AGAINST YOU. WE STRONGLY RECOMMEND THAT YOU TAKE LEGAL ADVICE BEFORE SIGNING IT.

ONCE YOU HAVE SIGNED, YOU MAY NOT WITHDRAW AND YOU WILL BE COMMITTED TO PAYING ANY COSTS AND FEES WHICH ARE DUE IN ACCORDANCE WITH THIS LETTER.

IF YOU DO NOT UNDERSTAND ANY PART OF THIS LETTER OR THE DOCUMENTS REFERRED TO IN IT THEN PLEASE CONTACT YOUR SOLICITOR OR OTHER INDEPENDENT LEGAL ADVISER BEFORE SIGNING IT.

A DEFAULT BY YOU COULD AFFECT YOUR ABILITY TO OBTAIN CREDIT IN FUTURE AND MAY ALSO LEAD TO YOU LOSING YOUR PROPERTY AND/OR INSOLVENCY OR OTHER LEGAL PROCEEDINGS AGAINST YOU.

THESE WARNINGS APPLY WHETHER YOU ARE SIGNING THIS LETTER AS A BORROWER OR IN ANY OTHER CAPACITY (FOR EXAMPLE WHERE YOU GUARANTEE SOMEONE ELSE'S OBLIGATIONS OR GIVE THE BANK SOME OTHER FORM OF SECURITY FOR THEM).

Yours faithfully



Authorised Signatory

For and behalf of Hampshire Trust Bank Plc

Agreed and accepted for and on behalf of Wymondham Abbey Project Ltd

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Director duly authorised

Date:

Agreed and accepted by Ben James Smith as Guarantor

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Date: