

CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

Land at Huntingdonshire

Heads of terms - Loan Agreement to Angle Developments (East) Limited

The Borrower:

Angle Developments (East) Limited

FAO: Roger Thompson
Tel: 07796 274906
Email: roger.thompson@cambridgeshirepeterborough-ca.gov.uk

**The Borrower's
Solicitor:**

TBC

FAO:
Tel:
Fax:
Mobile:
Email:

The Lender:

Cambridgeshire & Peterborough Combined Authority

FAO: Jilur Hussain
Tel:
Email: jilur.hussain@cambridgeshirepeterborough-ca.gov.uk

The Lender's Solicitor:

FAO: Peter Geach
Tel: 07825519636
Fax:
Email: peter.geach@cambridgeshirepeterborough-ca.gov.uk

The Property:

The freehold interest in land extending to circa approximately 0.605 hectares

Land Value:

£900,000.00 (Nine Hundred Thousand Pounds)

Current Use:	The Property is currently unused and vacant
Planning:	The Property has the benefit of planning consent.
Proposed Development:	The Borrower shall seek to obtain all relevant permissions including a full Planning Permission for a development at the Property of 24 homes.
Transaction:	The Lender shall provide a total loan facility of £1.4 Million (one million four hundred thousand pounds) to the Borrower who shall then use all reasonable endeavours to acquire the site and to prepare and submit a planning application for the proposed development.
Conditionality:	The Borrower shall determine the approximate cost of site remediation prior to acquiring the site, and it is anticipated that this cost shall not exceed £300,000. If remediation costs are then expected to exceed £300,000 then the Borrower shall produce a development appraisal for further approval by the Lender's representatives prior to acquiring the site.
Imposition of Charge:	<p>A first legal charge is to be placed on title to secure the total loan facility of £1.4m.</p> <p>If there is any difference of opinion or dispute on a statement of value that cannot be resolved between the parties, the matter will be referred to an appropriate independent expert in Valuation, to be appointed by the Lender. The costs of the expert to be shared equally by both parties.</p>
Repayment of the Loan:	The whole of the Loan amount borrowed shall be repaid within a period of 4 years from the first tranche of Loan being made (the loan may be repaid earlier in minimum repayment tranches)
Interest	The Loan Interest Rate shall be 3.14% per annum, compounded and rolled up.
Default Interest Rate	Shall be 7.5% above BOE base
Completion and Determination:	Legal completion of the loan agreement is to occur prior to 1 st July 2020, completion being defined as the time at which the first tranche of the loan agreement will be paid. If the first tranche is not called for and paid by this date, the loan agreement and provision of the facility will determine.
Vacant Possession:	The site is currently unoccupied, vacant and secure

Inventory:

The Property is currently cleared.

VAT:

The current landowner has elected to charge VAT on the sale to the Borrower. It is anticipated that VAT paid can be reclaimed by the Borrower and this shall not affect project viability.

Subjections:

The Parties shall ensure that the transaction does not breach rules surrounding State Aid nor EU Procurement rules.

These Heads of Terms are subject to internal approval processes and formal contract. No agreement is made or implied by approving the same.

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