

Copy from



# ALNWICK DISTRICT COUNCIL *Barclays*



INVESTOR IN PEOPLE

Allerburn House, Alnwick, Northumberland. NE66 1YY

Tel. No.: (01665) 510505 Fax No.: (01665) 605099 DX 67809 Alnwick

Website: [www.alnwick.gov.uk](http://www.alnwick.gov.uk)



Your Ref:

Our Ref:

ED/JAS

4<sup>th</sup> August, 2005

Head of Local Authority Unit  
Barclays Bank PLC  
27<sup>th</sup> Floor  
1 Churchill Place  
London  
E14 5HP

Dear Sir

Following the Council's recent agreement to enter into a Loan Instrument with Barclays Bank, I can confirm that the following documents, which satisfy the Conditions Precedent as set out in the Loan Confirmation Letter, are enclosed:-

1. The original of the Loan Confirmation Letter duly signed on behalf of the Council.
2. The Loan Instrument duly executed by authorised signatories of the Council.
3. A copy of the authorised signatories of the Council who are able to execute the Loan Instrument. *awaiting return of audit staff who hold documents.* *c/s.*
4. Certified copies of the appropriate documents (e.g. Council Minutes, Standing Orders) evidencing the power of the signatories to the Loan Instrument to execute the document.

In addition, I can confirm that the Council's bank details for receipt of the Amount of Principal on the Date of Drawdown are:-

Name of Account -	ADC General Account
Bank Address -	Barclays Bank, Alnwick Branch, Northumberland Group, P.O. Box 36, Morpeth, Northumberland. NE61 3XY
Sorting Code No.	20-58-17
Account No.	30110264

Yours faithfully

  
E. Dent  
Head of Financial Services

3<sup>rd</sup> August 2005

Mr Eddie Dent  
Head of Finance  
Alnwick District Council  
Allerburn,  
Alnwick,  
NE66 1YY

Tel 020 7116 5021  
Fax 020 7116 7636

[www.barclays.com](http://www.barclays.com)

Dear Mr Dent,

Barclays Bank PLC ("the Bank") has pleasure in confirming the following loan facility that was executed on 3<sup>rd</sup> August 2005 with Alnwick District Council ("the Council"):

Amount: £1,100,000. (One Million One Hundred Thousand Pounds).

Date of Drawdown: 5<sup>th</sup> August 2005

Date of Repayment: 5<sup>th</sup> August 2065

Period: 60 years.

Interest Rate: (a) 4.29% fixed per annum,

or

(b) In the event of the Bank exercising its option to increase the rate on any Lender's Option Date (as defined in the Loan Instrument), the rate per annum notified to the Council by the Bank prior to such Lender's Option Date.

*Please note that the nature of this loan is that the interest rate may increase at a time that you may consider disadvantageous to you.*

Interest Payment: Six-monthly, in accordance with provisions of a Loan Instrument in the attached form.

Prepayment: In the event of any proposed increase in the rate of interest, the Council may prepay the Loan in whole without penalty on the date of such proposed increase and not otherwise.

Terms and Conditions: In accordance with a Loan Instrument in the attached form.

Funding Costs: The terms and conditions referred to above include in Condition 4 an obligation on the Council to pay the Bank an amount which

preserves the economic equivalent of the interest payments if (i) the proposed loan is not drawn down or (ii) the loan is repaid or prepaid (otherwise than on (a) the date specified above or (b) any date permitted following a proposed increase in the rate of interest) or (iii) the Bank makes a demand for early repayment following a default.

Conditions Precedent:

- (a) The original of this Loan Confirmation Letter duly signed on behalf of the Council.
- (b) Execution of a Loan Instrument in the attached form.
- (c) A list of authorised signatories of the Council who are able to execute the Loan Instrument.
- (d) Certified copies of appropriate documents (e.g. Council minutes, Standing Orders) evidencing the power of the signatory to the Loan Instrument to execute such instrument on behalf of the Council.
- (e) A copy of the covering letter, in the attached form, drawn up on Council headed notepaper.

Please indicate your confirmation of the above terms and your commitment to provide a signed Loan Instrument in the attached form, by signing and returning a copy of this letter by fax (020 7116 7636) with the originals to follow by post.

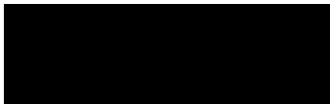
Yours sincerely,



For & on behalf of  
Barclays Bank PLC

- (a) I confirm acceptance of the loan, the terms of which shall be in accordance with this letter and by signing this letter I agree that the provisions of Condition 4 of the Loan Instrument will apply as if they were set out in full in this letter.
- (b) I confirm that the Council will execute a Loan Instrument in the attached form and will post it to you prior to drawdown.

Signature



Date

4/8/05

Print Name

A M JAMES

Position

Director of Learning  
& Resources

For & on behalf of Alnwick District Council

To: Loan Operations  
7<sup>th</sup> Floor, 10 South Colonnade  
Canary Wharf  
London E14 4BB

**NEW FACILITY ADVICE**  
With effect from: 5<sup>th</sup> August 2005

<b>Borrower's Name:</b> Alnwick District Council	SDS ID: [8 digit BarCap no.]
<b>Additional Borrower's Names:</b> N/A	SDS ID: N/A
Status: Local Authority	GCIS Facility/Sub-Facility Key:
Stock Exchange: N/A	WRA Weighting - Drawn: 20% - Undrawn: 10%
<b>Country of Residence:</b> England	<b>Country of Incorporation:</b> N/A
Institutional Code: 02	Grouping Code: BLF
Barclays Industry Code (BIC): 7510	
<b>Guarantor(s):</b> N/A	Amount / % Guaranteed: N/A
Guarantor Status: N/A	
Country of Residence: N/A	<b>Cost Centre No:</b> 24105 (Housing Association Unit)
Barclays Industry Code (BIC): N/A	ACBS Portfolio No: G2 (Business Bank)

Total Facility (Currency & Amount): GBP 1, 100, 000 (One Million One Hundred Thousand Pounds)

Interest Rate definition/calculation: Fixed rate @ 4.29 % until 5<sup>th</sup> August 2015. Margin: 17 bps ✓

Barclays Participation Amount: GBP 1, 100, 000 (One Million One Hundred Thousand Pounds) Committed: Yes

We are: Sole Lender

If Sole Lender - to be syndicated?: No

Borrower address & contact for confirmations: Alnwick District Council, Mr Eddie Dent, Head of Finance, Allernburn House, Alnwick, NE66 1YY, TEL: 01665 510 505, FAX: 01665 605 099.

Where we are Participant, Agents name: N/A Address: N/A

Facility Final Maturity Date: 5<sup>th</sup> August 2065

Drawdown Termination Date: 5<sup>th</sup> August 2005

Facility Type: 60 Year fixed rate term loan with lenders' option to re-price after 10 years, and each subsequent 6 monthly interest period.

Initial Fee details (FASB or Cash): Brokerage Fee to be paid by Barclays Capital Swaps direct to broker.

Other fees: None

Repayment schedule/criteria: Bullet

Special Conditions: Loan hedged by interest rate swap between BarCap Swaps and Barclays Local Authority Unit. LAU pay 4.12 % fixed until 5<sup>th</sup> August 2015, (semi-annual interest). Swaps pay floating 6 month LIBOR. Swap Trade ID: To follow separately on Interest Rate Swap Confirmation.

**REQUIRED ATTACHMENTS:**

- ☐ Credit Sanction  
☐ Final Copy of Loan Agreement  
☐ Interest Rate Swap Confirmation. To follow separately.

*By submitting this handover document we hereby certify the following in respect of this borrower/investor (customer and additional obligors):*

- 1. The customer has been known to us since: 03/08/2005*
- 2. We have verified the customer's identity and address to Barclays Group standards. This includes, inter alia, establishing, and verifying the identity of, the ultimate beneficial owners of all such customers.*
- 3. We are unaware of any activities on the part of the above customer, which lead us to suspect that the customer is or has been involved in criminal conduct or Money Laundering. Should we subsequently become suspicious of any such activity we will inform the Group Money Laundering Reporting Officer.*
- 4. The underlying documentary evidence will be maintained on file in line with Barclays Group policy (for a minimum of 5 years after cessation of the client relationship)*
- 5. The appropriate credit sanction has been obtained.*