

Form of Loan Instrument

LOCAL AUTHORITY LOAN INSTRUMENT CERTIFICATE NUMBER _____

Northumberland County Council ("the Council") acknowledges receipt of the loan on the terms specified in the Schedule below and subject to the Conditions endorsed in this certificate.

THE SCHEDULE

REGISTERED HOLDER: BARCLAYS BANK PLC

AMOUNT OF PRINCIPAL: £13,000,000 (Thirteen Million Pounds)

DATE ACCEPTED: 25th July 2006

DATE OF DRAWDOWN: 25th September 2006

INTEREST: Interest on the Principal shall accrue at 4.40% per annum or (if the Registered Holder notifies the Council not less than two Business Days prior to any Lender's Option Date) at the rate so notified with effect from such Lender's Option Date, interest being payable in arrears on 25th March and 25th September in each year.

In the event that any date on which interest is due to be paid hereunder is not a Business Day, then such interest shall be paid on the next Business Day unless that Business Day is in the following month in which case such interest shall be paid on the Business Day immediately preceding such interest payment date.

DATE OF REPAYMENT
OF PRINCIPAL: 25th September 2071

AMOUNT OF REPAYMENT
OF PRINCIPAL: £13,000,000 (Thirteen Million Pounds)

CONDITIONS:

1. The amount of this Loan Instrument is acknowledged to be a debt payable to the Registered Holder by the Council.
2. Interest is payable from the date of drawdown on the face of this Loan Instrument, shall accrue from day to day and shall be calculated on the basis of a year of 365 days (or on such other day count basis as the Registered Holder considers is consistent with the then applicable market practice) and the actual number of days elapsed. Interest shall be remitted in cleared funds on the dates specified in the above Schedule to the Registered Holder's nominated bank account.
3. Payment default of any part of the debt under this Loan Instrument shall entitle the Registered Holder to call for immediate repayment of the Principal together with all interest then accrued and together with any broken funding costs thereby incurred arising from the early termination of the funding arrangements for this loan.
4. The Council acknowledges that the Registered Holder has agreed the rate of interest on the basis that the Principal will be outstanding until the specified date in the schedule or if earlier, the date of any proposed increase in the interest rate, being a Lender's Option Date, and if:
 - (i) the Principal is repaid by the Council on a day other than on a Lender's Option Date or on the specified date in the Schedule for repayment of Principal; or
 - (ii) the full amount of the loan is not drawn on the drawdown date for any reason, in each case as referred to in the above Schedule (excluding any default by the Registered Holder); or
 - (iii) the Registered Holder makes a demand for repayment pursuant to Condition 3 above, the Council will pay to the Registered Holder on demand any amount which the Registered Holder shall determine (acting in good faith) to be required by the Registered Holder to preserve the economic equivalent of the interest payments that the Registered Holder would otherwise have been entitled to receive from the Council in connection with the loan until the specified date in the schedule for repayment of Principal or, if earlier, the date of any proposed increase in the interest rate, being a Lender's Option Date.
5. All payments required to be made by the Council hereunder shall be calculated without reference to any set-off or counterclaim and shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.
6. The debt acknowledged by this Loan Instrument is fully transferable in whole or in part by the Registered Holder by an instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Council who shall acknowledge and register any such transfer. In the event of a transfer of part of the debt acknowledged by this Loan Instrument, the Council will issue a Loan Instrument to the Registered Holder for the debt under this Loan Instrument as reduced by the amount transferred and will issue a new Loan Instrument to the transferee on the same terms set out in this Loan Instrument for an amount equal to the debt transferred by the Registered Holder. Further, the Council will give effect to and conform to any registration requirements imposed by virtue of statute, practice or otherwise and will provide the Registered Holder with any relevant documentation within the time period imposed by the statute, practice or otherwise.

7. This Loan Instrument is redeemable by remittance of cleared funds to the Registered Holder's nominated bank account on the date for repayment of Principal specified in the above Schedule or on the date for prepayment in accordance with condition 8 below.
8. If the Registered Holder notifies the Council by not less than two business days prior notice that an increase in the rate of interest will occur on a Lender's Option Date, then the Council may, if it has given the Registered Holder prior written notice to that effect by no later than 5.00pm on the Business Day preceding such proposed increase, prepay without penalty the Principal on the date of such proposed increase, together with accrued interest thereon to the day of prepayment. The Council may also, if it has given to the Registered Holder prior written notice to that effect by no later than 5.00pm on the Business Day preceding the proposed day of prepayment, prepay the Principal on the next interest payment date, together with accrued interest and any broken funding costs incurred by the Registered Holder (if any) arising from the early termination of the funding arrangements for this loan and any amount payable pursuant to Condition 4 above. The Council shall not be entitled to prepay the Principal except at the times and in the manner expressly provided in this Loan Instrument.
9. In this Loan Instrument, the following terms shall have the following meanings:-

"**Business Day**" means a day (excluding Saturdays) on which the Bank is ordinarily open to effect transactions of the kind contemplated in this Loan Instrument.

"**Lender's Option Date**" means the 25th September 2007 and each period of five years thereafter.

EXECUTED on behalf of Northumberland County Council,

on the8..... day ofAUGUST....., 2006.

By:

Authorised Signatory

RAY ASHMAN

ASST DIRECTOR OF FINANCE

Name and Title of

Authorised Signatory

Authorised Signatory

CHRIS CRESSEY

CHIEF ACCOUNTANT

Name and Title of

Authorised Signatory

Steve P. Mason

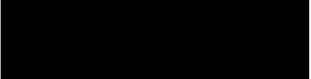
Director of Finance

NORTHUMBERLAND COUNTY COUNCIL

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Director of Finance – Steven Mason FCCA

Northumberland County Council Authorised Bank Signatories:

Name	Signature	Position
Title: <u>MR</u> Forename(s): <u>STEVEN</u> Surname: <u>MASON</u>		Director of Finance
Title: <u>MR</u> Forename(s): <u>RAY</u> Surname: <u>ASHMAN</u>		Assistant Director of Finance
Title: <u>MR</u> Forename(s): <u>COLIN</u> Surname: <u>LOGAN</u>		Head of Financial Services
Title: <u>MRS</u> Forename(s): <u>ALISON</u> Surname: <u>ELSON</u>		Chief Accountant
Title: <u>MR</u> Forename(s): <u>CHRIS</u> Surname: <u>REEDEN</u>		Chief Accountant
Title: <u>MR</u> Forename(s): <u>JOE</u> Surname: <u>BOLLEA</u>		Head of Internal Audit & Risk Management

checked by:

