

LOAN INSTRUMENT NUMBER – UGBYCS2

Northumberland County Council ("The Council") acknowledges that, in connection with the provision of funds to the Council, payments and repayments are due from the Council in accordance with this loan instrument.

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| REGISTERED HOLDER | Nortrust Nominees Ltd Account BAEP1 |
| AMOUNT OF PRINCIPAL BORROWED | £7,000,000 (7 million pounds) |
| PRINCIPAL REPAYMENT DATE(S) | 19/08/2046 or next good business day - subject to clause 4 |
| AMOUNT(S) OF PRINCIPAL TO BE REPAYED ON PRINCIPAL REPAYMENT DATE(S) | £7,000,000 – (7 million Pounds) |
| INTEREST COMMENCEMENT DATE | 19 February 2012 |
| INTEREST PAYMENT DATES | 19 February and 19 August each year or next good business day. |
| INTEREST RATE | 3.98% Subject to section 4 below |
| METHOD OF CALCULATING INTEREST | Semi-Annual on a 365 day basis to include 29th February in a leap year. Interest calculated to day of payment and to be paid net of any applicable taxes. |

1. The amount of principal borrowed is repayable by the Council to the Registered Holder in the amount(s) and on the principal repayment date(s) specified above.
2. Interest is payable by the Council to the Registered Holder on the interest payment dates, calculated from the interest commencement date at the interest rate and in accordance with the method of calculating interest specified above.
3. The rights of the Registered holder under this Loan Instrument are transferable by the Registered Holder by means of an instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Council and the Council shall acknowledge and register any such transfer. Any such transfer will be for a minimum of £7,000,000 of the Principal borrowed only, no transfer for any smaller partial amount of the Principal borrowed will be accepted by the Council.

4. The Lender only has the option to propose a change in the interest rate. If the borrower does not accept the revision, the loan may be repaid without penalty. If the new terms are accepted they will become effective after a period of one month. This does not prejudice the lender's right to propose further changes and the borrower's right to repay.
5. Where the Interest Payment Date above falls on a normal bank working day, interest will be paid by CHAPS as calculated above. Where the Interest Payment Date is a non working day the payment will be made on the next bank working day unless that day falls in the following month in which case the payment shall be made on the previous working day.
6. I certify pursuant to regulation 9(7) of the Local Authorities (Borrowing) Regulations 1990 (as amended) that the Register of Loans maintained by the Council contains the above particulars in respect of money borrowed by the Council by means of this Loan Instrument.

EXECUTED on behalf of Northumberland County Council Council

By

Authorised Signatory

Name Steven Mason

Title Corporate Director of Finance