

An:

Donna Ross
Oxfordshire County Council

Von / From

EUROHYPO
Europäische Hypothekenbank S.A.
Dublin Branch
Commerzbank House
Guild Street
International Financial Services Centre
Dublin 1
IRELAND



Oxfordshire County Council

Ihr Geschäftspartner / Your Contact

Roger Duggan

Fax

+44 1865 815903

Fax

00-353-1-6491622

Seitenzahl inkl. Deckblatt / Total pages incl. Cover sheet

3

Telefon / Phone

00-353-1-6491609

Datum

20/04/2005

E-mail

roger.duggan@eurohypo.com

*** URGENT ***

Dear Donna,

We are writing to confirm that we have placed at your disposal an advance facility available to you on the following terms and conditions:

1. Borrower: Oxfordshire County Council ("the Council")
2. Amount: Five million pounds sterling (GBP5,000,000) ("the Loan")
3. Purpose: Authorised borrowing under Section 1 of the Local Government Act 2003.
4. Lender: EUROHYPO Europäische Hypothekenbank S.A., Dublin Branch ("the Bank")
5. Term: The Loan will be for a period of 50 years from 27th April 2005
6. Availability: Subject to the Bank having received:
 1. the acceptance copy of this letter duly signed by an authorised signatory of the Borrower,
 2. confirmation that the mortgage bond or loan certificate referred to in paragraph 12 will be executed on behalf of the Borrower (given the short timing, a faxed copy will be sufficient for drawdown),
 3. evidence that authority to sign has been delegated to the signatory on the mortgage bond or loan certificate and that he/she had the power to commit the authority to the Loan

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EUROHYPO
Europäische Hypothekenbank S.A.
Airport Center - 5, rue Heinenhaff
L-1738 Senningerberg/Luxembourg
Incorporated in Luxembourg with
limited liability
Registration no. B 30469

Board of Directors: Henning Rasche,
chairman (German), Bernd Knobloch,
vice-chairman (German), Reinold Dibus
(German), Wolfgang Groth (German).

Telephone +353 1 649 1618

Branch registered in Ireland
Registration no. E 4350

4. a document confirming:

- a) the Borrower's Prudential Borrowing Limits as set by the Council,
- b) that the borrowing of the Loan by the Borrower will not cause the Council's Prudential Borrowing Limits be exceeded,

you will be able to drawdown the Loan on 27th April 2005.

7. Interest Rate:

Interest will be charged at the rate of 4.29% per annum calculated on the basis of a 365-day year and actual days (including in all cases 29 February) within each interest period and will be payable semi-annually in arrears on 27th October and 27th April each year.

In the event that such payment date is not a Business Day then payment will be made on the next successive Business Day, provided that if such payment date shall fall into the succeeding month, the payment date shall be the preceding business day. ("Modified Following" payment convention)

All interest shall be paid gross of any withholding tax.

8. Business Day:

London business day convention

9. Special Features:

The Lender has the option, (giving three business days notice) on 27th April 2014 and every six months thereafter to alter the Interest Rate at its discretion. If the Borrower does not accept this new rate, the Borrower can prepay the Loan without penalty. If the Lender does not alter the Interest Rate, the Borrower may not prepay the Loan.

10. Repayment:

The Loan will be repaid on 27th April 2055.

11. Payments:

All payments of interest in respect of this loan and the repayment of the principal will be made by CHAPS to Code [REDACTED] (Deutsche Bank AG, London for account of EUROHYPO Europäische Hypothekenbank S.A., Dublin Branch account number [REDACTED]).

12. Security:

Security for the Loan will be in the form of a mortgage bond or loan certificate issued by the Borrower in favour of the Bank, its successors and/or assignees. The security created by the mortgage bond or loan certificate is to rank pari passu with all your other borrowings.

13. Transferability: The rights and obligations under this letter shall be transferable by means of an instrument in writing in accordance with the Stock Transfer Act, 1963 delivered to the Council's Registrar.

We shall be pleased if you will confirm your acceptance of these terms by signing and returning to us the attached copy of this letter.

Yours sincerely,



Roger Duggan
General Manager



Peter Casey
General Manager

EUROHYPO Europäische Hypothekenbank S.A., Dublin Branch

We, Oxfordshire County Council, hereby agree and accept the terms and conditions contained in your letter of the 20th April 2005 of which the above is a true copy. We also confirm that we will issue either the mortgage bond referred to in paragraph 12 or alternatively our own form of loan instrument before drawdown.

For and on behalf of Oxfordshire County Council:

Name:

Title:

Date:

Name:

Title:

Date:

FAX MESSAGE

Danske BankLondon Branch
75 King William Street
London
EC4N 7DT

22 April 2005

To: Oxfordshire County Council

Fax No: 01865 815903

Company:

Department: Financial Service Department

Attention: Mr David Cripps

From: Niels Tang

Department: Credit Department

Fax No: 020 7410 8005

Telephone No: 020 7410 8179

Reference: Niels Tang

Message: CONFIRMATION

Dear Sirs

The purpose of this letter is to set forth the terms and conditions of the above transaction entered into between us on the Trade Date referred to below.

1. Trade Date : 20th April 2005
2. Trade Type : Prime Step Up LOBO
3. Coupon : 27/04/05-27/04/08 at 2.65% - Semi Annually on 27 October and 27 April
27/04/08-27/04/65 at 4.50% - Semi Annually on 27 October and 27 April
4. Value Date : 27th April 2005
5. Nominal : GBP 5,000,000.00
6. LOBO Details : Lobo effective from 27/04/08 and 6 monthly thereafter
7. Maturity : 27th April 2065
8. Lender : Danske Bank A/S London Branch
9. Borrower : Oxfordshire County Council

10. Settlement Details:

Danske Bank London (from the 04.4.05)**HSBC PLC (MIDLGB22)**

For Account Danske Bank Copenhagen sort code [REDACTED] account number [REDACTED]

For further credit to: Danske Bank London

Oxfordshire County Council :**Lloyds Bank Plc**

Sort Code: [REDACTED]

Account number: [REDACTED]

11. Required
Documentation:

1. Loan Instrument and Certificate.
2. Certified copy of the Councils Treasury Management Policy Statement/Practices, confirming that the Council is authorised in accordance with the Local Government and Housing Act, 1989, to enter into LOBOs (Lenders Option, Borrowers Option).
3. Certified copy of the Minutes of the Cabinet meeting where the Treasury Management Policy Statement/Practices was/were formally adopted
4. Confirmation of the identity and specimen signature of the Officer who is acting on behalf of the Council duly certified
5. Specimen signatures of any other officers appointed/authorised by the delegated officer to act on his/her behalf duly certified

12. Warranty:

By the signature(s) on this Confirmation, the signatory(ies) for the Oxfordshire County Council warrant(s) that :

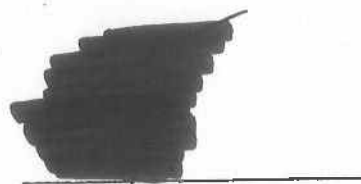
(i) Oxfordshire County Council is authorised in accordance with the Local Government and Housing Act 1989 to enter into LOBOs in general and in particular the LOBO represented by this Confirmation ; and

(ii) They have full and binding authority to execute this Confirmation for and on behalf of Oxfordshire County Council.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of the Confirmation and returning it to Credit Department 0044207 4108005.

Danske Bank

Authorised Signature



Authorised Signature

Mrs Donna Ross
Treasury Manager
Treasurer's Department
Oxfordshire County Council
Treasurer's Department
County Hall
Oxford, OX1 1TH

Local Authority Unit
54 Lombard Street
London
EC3P 3AH

Tel +44 (0)20 7699 5000
Fax +44 (0)870 242 2754

www.barclays.com

23rd May 2005

BARCLAYS

Dear Mrs Ross,

Barclays Bank PLC ("the Bank") has pleasure in confirming the following loan facility that was executed on 18th May 2005 with Oxfordshire County Council ("the Council"):

Amount: £5,000,000. (Five Million Pounds).

Date of Drawdown: 31st May 2005

Date of Repayment: 31st May 2065

Period: 60 years.

Interest Rate: (a) 3.95% 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 7699 4721) 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 _____

Print Name _____

Position _____

For & on behalf of Oxfordshire County Council

Form of Loan Instrument

LOCAL AUTHORITY LOAN INSTRUMENT CERTIFICATE NUMBER _____

Oxfordshire 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: £5,000,000 (Five Million Pounds)

DATE ACCEPTED: 18th May 2005DATE OF DRAWDOWN: 31st May 2005

INTEREST: Interest on the Principal shall accrue at 3.95% 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 30th November and 31st May 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:31st May 2065AMOUNT OF REPAYMENT
OF PRINCIPAL:

£5,000,000 (Five 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 31st May 2010 and each period of five years thereafter.

EXECUTED on behalf of Oxfordshire County Council on the day of May, 2005.

By:

Authorised Signatory

Authorised Signatory

Name and Title of
Authorised Signatory

Name and Title of
Authorised Signatory

To be drawn up on Council headed notepaper and to be signed by one of the following Principal Officers at the Council, namely; Chief Executive, Deputy Chief Executive, Director of Finance, Borough Treasurer or Chief Accountant

Head of Local Authority Unit
Barclays Bank PLC
1st Floor
54 Lombard Street
London
EC3V 9EX

Date

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.
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 banking details for receipt of the Amount of Principal on the Date of Drawdown are: -

Name of Account -

Bank address -

Sorting Code No. -

Account No. -

Yours faithfully



<p>An / To:</p> <p>Oxfordshire County Council Treasury Department County Hall Oxford OX1 1TH</p>	<p>Von / From:</p> <p>EUROHYPO Europäische Hypothekenbank S.A. Airport Center 5, rue Heienhaff 1736 SENNINGERBERG LUXEMBOURG</p>
<p>Zu Händen von / Attention:</p> <p>Katy Morris</p>	<p>Ihr Geschäftspartner / Your Contact:</p> <p>Frank-Henry Neugebauer</p>
<p>Fax:</p> <p>0044 1865 815 903 /</p>	<p>Tel.:</p> <p>0044 1865 815 684</p>
<p>Seitenzahl inkl. Deckblatt / Total pages incl. Cover sheet:</p> <p>3</p>	<p>Fax:</p> <p>++352 263 455-333</p>
<p>Datum / Date:</p> <p>17 November 2005</p>	<p>Telefon / Phone:</p> <p>++352 263 455-403</p>
	<p>E-mail:</p> <p>Frank-Henry.Neugebauer@eurohypo.com</p>

*** URGENT ***

Dear Mr. Tomlinson,

We are writing to confirm that we have placed at your disposal an advance facility available to you on the following terms and conditions:

1. Borrower: Oxfordshire County Council ("the Council")
2. Amount: ~~Five~~ million pounds sterling (GBP 5,000,000) ("the Loan")
3. Purpose: Authorised borrowing under Section 1 of the Local Government Act 2003.
4. Lender: EUROHYPO Europäische Hypothekenbank S.A., Luxembourg ("the Bank")
5. Term: The Loan will be for a period of 60 years from 23rd November 2005
6. Availability: Subject to the Bank having received:
 1. the acceptance copy of this letter duly signed by an authorised signatory of the Borrower,
 2. confirmation that the mortgage bond or loan certificate referred to in paragraph 12 will be executed on behalf of the Borrower (given the short timing, a faxed copy will be sufficient for drawdown),
 3. evidence that authority to sign has been delegated to the signatory on the mortgage bond or loan certificate and that he/she had the power to commit the authority to the Loan,

4. a document confirming:
- a) the Borrower's Prudential Borrowing Limits as set by the Council,
 - b) that the borrowing of the Loan by the Borrower will not cause the Council's Prudential Borrowing Limits be exceeded,

you will be able to drawdown the Loan on 23rd November 2005.

7. Interest Rate: 3,68% per annum calculated on the basis of a 365-day year and actual days (including in all cases 29 February) within each interest period and will be payable semi-annually in arrears on 23rd May and 23rd November.

In the event that such payment date is not a Business Day then payment will be made on the next successive Business Day, provided that if such payment date shall fall into the succeeding month, the payment date shall be the preceding business day. ("Modified Following" payment convention)

All Interest shall be paid gross of any withholding tax.

8. Business Day: London business day convention.

9. Special Features: The Lender has the option, (giving two business days notice) on 23rd November 2010 and every five years thereafter to alter the Interest Rate at its discretion. If the Borrower does not accept this new rate, the Borrower can prepay the Loan without penalty. If the Lender does not alter the Interest Rate, the Borrower may not prepay the Loan.

10. Repayment: The Loan will be repaid on 23rd November 2065.

11. Payments: All payments of interest in respect of this loan and the repayment of the principal will be made to Deutsche Bank London () CHAPS () for further credit to Deutsche Bank Frankfurt () account no. () for account of EUROHYPO Europäische Hypothekenbank S.A., account number () (Swift ())

12. Security:

Security for the Loan will be in the form of a mortgage bond or loan certificate issued by the Borrower in favour of the Bank, its successors and/or assignees. The security created by the mortgage bond or loan certificate is to rank pari passu with all your other borrowings.

13. Transferability:

The rights and obligations under this letter shall be transferable by means of an instrument in writing in accordance with the Stock Transfer Act, 1963 delivered to the Council's Registrar.

We shall be pleased if you will confirm your acceptance of these terms by signing and returning to us the attached copy of this letter.

Yours sincerely,



Reinolf Dibus
Administrateur Délégué



Walter Siemann
Managing Director

EUROHYPO Europäische Hypothekenbank S.A.
5, rue Heienhaff
L - 1736 Senningerberg
Luxembourg

We, Oxfordshire County Council, hereby agree and accept the terms and conditions contained in your letter of the 17th November 2005 of which the above is a true copy. We also confirm that we will issue either the mortgage bond referred to in paragraph 12 or alternatively our own form of loan instrument before drawdown.

For and on behalf of Oxfordshire County Council:



Name: SUSAN E. SCANE
Title: HEAD OF FINANCE & PROCUREMENT
Date: 18/11/05

Name:
Title:
Date:

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Oxfordshire County Council
County Hall PO Box 12
Oxford
OX1 1TH

Attention of: David Cripps

11 July 2006

Local Authority Loan Confirmation

Dear Sir/Madam

We are pleased to confirm the Terms and Conditions (the "TaC") of the Loan Transaction (the "Loan") entered into by DEPFA ACS BANK (the "Bank") and Oxfordshire County Council ("the Borrower") as follows:

DEPFA Trade Reference:	273287DS
Trade Date:	11 July 2006
Principal Amount:	GBP 5,000,000.00 (Five million pounds)
Purpose of Loan:	As hereinafter described
Drawdown Date:	31 July 2006
Repayment Date:	Bullet repayment on the 31 July 2006 In the event of a Change Event (as hereinafter described), the Borrower may prepay the Loan in whole (but not in part only) without penalty on the Interest Payment Date relevant to such Change Event.
Change Event:	On 31 July 2011 (the "Change Event Date") and semi-annually thereafter the Bank may change the Interest Rate to a new interest rate by giving notice to the Borrower before 10.00 (London time) five Business Days before that Interest Payment Date. The Borrower shall notify the Bank of its acceptance of the new rate or of its intention to prepay the Loan before 12.00 (London time) four business days before that Interest payment Date in writing.
Interest Rate:	Unless and until a Change Event occurs 3.80% per annum, payable semi-annually in arrears from and including 31 July 2006 up to and excluding the Repayment Date. (Any interest period shall include the first day of that period and exclude the last day of that period).
Interest Payment Dates:	Semi-annual in arrears on the 31 January & 31 July commencing 31 January 2007, subject to the Adjusted Modified Following Business Day Convention.
Interest Calculation Basis:	Actual / 365; Adjusted
Status and Security:	The Borrower's obligations in respect of the Loan will be secured by a Statutory charge under Section 13(3) of the Local Government Act 2003 (which amends and supersedes the Local Government and Housing Act

1989) and such obligations and charge will rank at least pari passu with all its other lenders.

Taxes:

The Borrower will pay the gross amount of all payments due in respect of the Loan to the Bank. In particular it will make payment free and clear of UK Taxes, subject to the Bank procuring evidence from the UK Inland Revenue that the Bank is entitled to receive such payments gross.

Transferability:

The rights and obligations under the Loan are transferable by instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Borrower, which shall acknowledge and register same.

Loan Instrument:

The Borrower shall, as soon as practical after confirming this letter, issue a formal Loan Instrument in the form set out in Schedule 1 (unless we agree otherwise) which shall be governed by the Terms and Conditions of this letter.

**Events of Default/
Prepayment:**

The Bank shall be entitled (by notice in writing) to call in the loan if the Borrower: (a) fails to pay any sum due; (b) is in breach of any other obligation and has failed to remedy same within 30 days of being requested to do so; (c) is unable to pay its debts as they fall due; (d) enters into any composition with its creditors; (e) is dissolved; (f) is deprived of or ceases to exercise, own or be responsible for all or any material part of its powers, functions, duties, or assets; (for the avoidance of doubt the disposal by the borrower of it's housing in the terms disclosed to the Lender prior to the Drawdown date shall not constitute an event of default) or (g) transfers (or attempts to transfer) all or any of its obligations hereunder to any other person or body, or ceases to be directly responsible for the discharge of any of those obligations.

Conditions Precedent:

The bank will require the borrower to provide (pre-drawdown) the following documents:

- (a) evidence that the person(s) signing this letter in acceptance have the full power and authority to bind the Borrower, together with relevant sample signature(s);
- (b) a copy of the borrower's Treasury Management Strategy Statement;

Please confirm your acceptance of these Terms and Conditions by signing and returning a copy of this letter after completing the "Additional Information Requested" section, including the Borrower's payment details, which will act as payment instructions to the Bank.

Please note that the Bank's obligation to make payment under the Loan is conditional on receiving the Borrower's confirmation and acceptance of this letter no later than two Business Day prior to the Drawdown Date.

By its confirmation and acceptance of this letter, the Borrower hereby represents and warrants to the Bank that:

- (1) the purpose of the Loan is as set out below and is a bona-fide, lawful purpose and is that the money is not borrowed for the purpose of an external fund (*please specify the purpose in your acceptance below, and quote the relevant statutory authority authorising this purpose*);
- (2) the Borrower has the power and capacity to borrow the Loan and has taken all steps and obtained all consents and authorisations necessary to authorise such borrowing;
- (3) the Loan; (i) conforms to and complies with all applicable laws and governmental regulations; (ii) will not cause the Borrower to be in breach of any of its by-laws or other constitutive documents or any agreement or other arrangement with any other party; and (iii) represents valid and legally binding obligations of the Borrower enforceable in accordance with the terms hereof;
- (4) the person(s) signing this letter in acceptance has the full power and authority to bind the Borrower;
- (5) that the loan is within the Borrower's authorised limits; and

- (6) the Borrower has the consent of the Treasury to borrow in EUR *(In case borrowing in other currency than GBP).*

Please note that although DEPFA ACS BANK asks for the aforementioned representations and documentation related to it, DEPFA ACS BANK does not acknowledge any kind of obligation to enquire as to whether these representations are correct, nor will the obligation of the local authorities towards DEPFA ACS BANK be affected in the case of a misrepresentation.

It is a further condition of our continuing to make the Loan available that the Borrower continues during the term of the Loan to provide the Bank with its most recently published Statement of Accounts.

Please note that all payments to the Bank in respect of the Loan should be made as follows:

Pay to:	Citibank London (CITIGB2L)
Sort code:	[REDACTED]
A/C number:	[REDACTED]
IBAN:	[REDACTED]
For A/c of:	DEPFA ACS BANK (DPFAIE3X)

We are very pleased to have concluded this transaction with you. Should you have any queries on the above please do not hesitate to contact us directly.

Yours faithfully,

[REDACTED]

Michael Deeny
Managing Director
DEPFA ACS BANK

Confirmed and accepted for and on behalf of
Oxfordshire County Council

By [REDACTED] Date 21/7/06

Title/Signing
Capacity Head of Finance + Procurement

Additional Information Requested:Borrower's Reference No.:
(if any)BOND NO 10

Purpose of Loan:

TO FINANCE CAPITAL EXPENDITUREStatutory Authority
for such purpose:
(attach copy)OXFORDSHIRE COUNTY COUNCILBorrower's Payment Details:
(Please provide details)

Bank :

LLOYDS TSB BANK PLC

Sort code :

[REDACTED]

A/c name :

COUNTY FUND MAIN AC

A/c no :

[REDACTED]

Tax District:

SOUTH WALES AREA + OXON AND BUCKS AREA

Tax Reference:

015 /A 9000S20 027 646

SCHEDULE 1.**Oxfordshire County Council****LOAN INSTRUMENT NUMBER 10**

The Oxfordshire 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.

REGISTERED HOLDER:	DEPFA ACS BANK
AMOUNT OF PRINCIPAL BORROWED:	GBP 5,000,000
PRINCIPAL REPAYMENT DATE(S):	31 July 2066
AMOUNT(S) OF PRINCIPAL TO BE REPAYED ON PRINCIPAL REPAYMENT DATE(S):	GBP 5,000,000
INTEREST COMMENCEMENT DATE:	31 January 2007
INTEREST PAYMENT DATES:	31 January and 31 July
INTEREST RATE/ METHOD OF CALCULATING INTEREST:	3.80%, Actual / 365, Adjusted
PURPOSE OF LOAN:	TO FINANCE CAPITAL EXPENDITURE

- A 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.
- B 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.
- C 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.
- D This Loan Instrument is also subject to the terms and conditions of the letter from the Registered Holder addressed to the Council dated *[insert date of letter]* and in the event of any inconsistency or conflict between the terms of the letter and this Loan Instrument the letter will prevail.

Oxfordshire County Council ("the Council")
Certificate of particulars of a loan

This is to 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 following particulars in respect of money borrowed by the Council by means of Loan Instrument number 10 as referred to in the Register:-

Name or description of person to whom payments are due:	DEPFA ACS BANK
Address of person to whom payments/repayments are due:	1 Commons Street, Dublin 1, Ireland
Amount of principal:	GBP 5,000,000
Principal Repayment Date(s):	31 July 2066
Principal amount(s) to be repaid on the Principal Repayment Date:	GBP 5,000,000
Interest Payment Dates:	31 January and 31 July
Interest amounts (or method of calculating the same) to be paid on each Interest Payment Date:	3.80%, Actual / 365, Adjusted

EXECUTED on behalf of Oxfordshire County Council on the 21 day of July 2006

By:


Authorised Signatory

SUE SCANE
Name of Authorised Signatory

Head of Finance + Procurement
Title of Authorised Signatory

Oxfordshire County Council
County Hall PO Box 12
Oxford
OX1 1TH

Attention of: David Cripps

11 July 2006

Local Authority Loan Confirmation

Dear Sir/Madam

We are pleased to confirm the Terms and Conditions (the "TaC") of the Loan Transaction (the "Loan") entered into by DEPFA ACS BANK (the "Bank") and Oxfordshire County Council ("the Borrower") as follows:

DEPFA Trade Reference: 273291DS

Trade Date: 11 July 2006

Principal Amount: GBP 5,000,000.00 (Five million pounds)

Purpose of Loan: As hereinafter described

Drawdown Date: 31 July 2006

Repayment Date: Bullet repayment on the 31 July 2066
In the event of a Change Event (as hereinafter described), the Borrower may prepay the Loan in whole (but not in part only) without penalty on the Interest Payment Date relevant to such Change Event.

Change Event: On 31 July 2011 (the "Change Event Date") and every five years thereafter the Bank may change the Interest Rate to a new interest rate by giving notice to the Borrower before 10.00 (London time) five Business Days before that Interest Payment Date. The Borrower shall notify the Bank of its acceptance of the new rate or of its intention to prepay the Loan before 12.00 (London time) four business days before that Interest payment Date in writing.

Interest Rate: Unless and until a Change Event occurs 3.84% per annum, payable semi-annually in arrears from and including 31 July 2006 up to and excluding and the Repayment Date. (Any interest period shall include the first day of that period and exclude the last day of that period).

Interest Payment Dates: Semi-annual in arrears on the 31 January & 31 July commencing 31 January 2007, subject to the Adjusted Modified Following Business Day Convention.

Interest Calculation Basis: Actual / 365; Adjusted

Status and Security: The Borrower's obligations in respect of the Loan will be secured by a Statutory charge under Section 13(3) of the Local Government Act 2003 (which amends and supersedes the Local Government and Housing Act

1989) and such obligations and charge will rank at least pari passu with all its other lenders.

Taxes:

The Borrower will pay the gross amount of all payments due in respect of the Loan to the Bank. In particular it will make payment free and clear of UK Taxes, subject to the Bank procuring evidence from the UK Inland Revenue that the Bank is entitled to receive such payments gross.

Transferability:

The rights and obligations under the Loan are transferable by instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Borrower, which shall acknowledge and register same.

Loan Instrument:

The Borrower shall, as soon as practical after confirming this letter, issue a formal Loan Instrument in the form set out in Schedule 1 (unless we agree otherwise) which shall be governed by the Terms and Conditions of this letter.

**Events of Default/
Prepayment:**

The Bank shall be entitled (by notice in writing) to call in the loan if the Borrower: (a) fails to pay any sum due; (b) is in breach of any other obligation and has failed to remedy same within 30 days of being requested to do so; (c) is unable to pay its debts as they fall due; (d) enters into any composition with its creditors; (e) is dissolved; (f) is deprived of or ceases to exercise, own or be responsible for all or any material part of its powers, functions, duties, or assets; (for the avoidance of doubt the disposal by the borrower of it's housing in the terms disclosed to the Lender prior to the Drawdown date shall not constitute an event of default) or (g) transfers (or attempts to transfer) all or any of its obligations hereunder to any other person or body, or ceases to be directly responsible for the discharge of any of those obligations.

Conditions Precedent:

The bank will require the borrower to provide (pre-drawdown) the following documents:

- (a) evidence that the person(s) signing this letter in acceptance have the full power and authority to bind the Borrower, together with relevant sample signature(s);
- (b) a copy of the borrower's Treasury Management Strategy Statement;

Please confirm your acceptance of these Terms and Conditions by signing and returning a copy of this letter after completing the "Additional Information Requested" section, including the Borrower's payment details, which will act as payment instructions to the Bank.

Please note that the Bank's obligation to make payment under the Loan is conditional on receiving the Borrower's confirmation and acceptance of this letter no later than two Business Days prior to the Drawdown Date.

By its confirmation and acceptance of this letter, the Borrower hereby represents and warrants to the Bank that:

- (1) the purpose of the Loan is as set out below and is a bona-fide, lawful purpose and is that the money is not borrowed for the purpose of an external fund (*please specify the purpose in your acceptance below, and quote the relevant statutory authority authorising this purpose*);
- (2) the Borrower has the power and capacity to borrow the Loan and has taken all steps and obtained all consents and authorisations necessary to authorise such borrowing;
- (3) the Loan; (i) conforms to and complies with all applicable laws and governmental regulations; (ii) will not cause the Borrower to be in breach of any of its by-laws or other constitutive documents or any agreement or other arrangement with any other party; and (iii) represents valid and legally binding obligations of the Borrower enforceable in accordance with the terms hereof;
- (4) the person(s) signing this letter in acceptance has the full power and authority to bind the Borrower;
- (5) that the loan is within the Borrower's authorised limits; and

- (6) the Borrower has the consent of the Treasury to borrow in EUR (*In case borrowing in other currency than GBP*).

Please note that although DEPFA ACS BANK asks for the aforementioned representations and documentation related to it, DEPFA ACS BANK does not acknowledge any kind of obligation to enquire as to whether these representations are correct, nor will the obligation of the local authorities towards DEPFA ACS BANK be affected in the case of a misrepresentation.

It is a further condition of our continuing to make the Loan available that the Borrower continues during the term of the Loan to provide the Bank with its most recently published Statement of Accounts.

Please note that all payments to the Bank in respect of the Loan should be made as follows:

Pay to:	Citibank London (CITIGB2L)
Sort code:	[REDACTED]
A/C number:	[REDACTED]
IBAN:	[REDACTED]
For A/c of:	DEPFA ACS BANK (DPFAIE3X)

We are very pleased to have concluded this transaction with you. Should you have any queries on the above please do not hesitate to contact us directly.

Yours faithfully,

[REDACTED]

Michael Deeny
Managing Director
DEPFA ACS BANK

Confirmed and accepted for and on behalf of
Oxfordshire County Council

By [REDACTED] Date 21/7/06

Title/Signing Capacity Head of Finance + Procurement

Additional Information Requested:

Borrower's Reference No.: BOND NO 11
(if any)

Purpose of Loan: TO FINANCE CAPITAL EXPENDITURE

Statutory Authority
for such purpose:
(attach copy) OXFORDSHIRE COUNTY COUNCIL

Borrower's Payment Details:
(Please provide details)

Bank : LLOYDS TSB BANK PLC
Sort code : [REDACTED]
A/c name : COUNTY FUND MAN A/C
A/c no : [REDACTED]

Tax District: SOUTH WALES AREA + OXON & BUCKS AREA
Tax Reference: 075 /A 9000 S20 027646

SCHEDULE 1.**Oxfordshire County Council****LOAN INSTRUMENT NUMBER 11**

The Oxfordshire 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.

REGISTERED HOLDER:	DEPFA ACS BANK
AMOUNT OF PRINCIPAL BORROWED:	GBP 5,000,000
PRINCIPAL REPAYMENT DATE(S):	31 July 2066
AMOUNT(S) OF PRINCIPAL TO BE REPAYED ON PRINCIPAL REPAYMENT DATE(S):	GBP 5,000,000
INTEREST COMMENCEMENT DATE:	31 January 2007
INTEREST PAYMENT DATES:	31 January and 31 July
INTEREST RATE/ METHOD OF CALCULATING INTEREST:	3.84%, Actual / 365, Adjusted
PURPOSE OF LOAN:	TO FINANCE CAPITAL EXPENDITURE

- A 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.
- B 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.
- C 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.
- D This Loan Instrument is also subject to the terms and conditions of the letter from the Registered Holder addressed to the Council dated *[insert date of letter]* and in the event of any inconsistency or conflict between the terms of the letter and this Loan Instrument the letter will prevail.

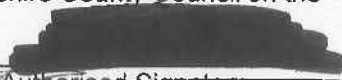
Oxfordshire County Council ("the Council")
Certificate of particulars of a loan

This is to 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 following particulars in respect of money borrowed by the Council by means of Loan Instrument number 11 as referred to in the Register:-

Name or description of person to whom payments are due:	DEPFA ACS BANK
Address of person to whom payments/repayments are due:	1 Commons Street, Dublin 1, Ireland
Amount of principal:	GBP 5,000,000
Principal Repayment Date(s):	31 July 2066
Principal amount(s) to be repaid on the Principal Repayment Date:	GBP 5,000,000
Interest Payment Dates:	31 January and 31 July
Interest amounts (or method of calculating the same) to be paid on each Interest Payment Date:	3.84%, Actual / 365, Adjusted

EXECUTED on behalf of Oxfordshire County Council on the 21 day of July 2006

By:


Authorised Signatory

SUE SCANE
Name of Authorised Signatory

Head of Finance & Procurement
Title of Authorised Signatory

Oxfordshire County Council
County Hall PO Box 12
Oxford
OX1 1TH

Attention of: David Cripps

14 July 2006

Local Authority Loan Confirmation

Dear Sir/Madam

We are pleased to confirm the Terms and Conditions (the "TaC") of the Loan Transaction (the "Loan") entered into by DEPFA ACS BANK (the "Bank") and Oxfordshire County Council ("the Borrower") as follows:

DEPFA Trade Reference: 273768DS

Trade Date: 14 July 2006

Principal Amount: GBP 5,000,000.00 (Five million pounds)

Purpose of Loan: As hereinafter described

Drawdown Date: 2 October 2006

Repayment Date: Bullet repayment on the 2 October 2006
In the event of a Change Event (as hereinafter described), the Borrower may prepay the Loan in whole (but not in part only) without penalty on the Interest Payment Date relevant to such Change Event.

Change Event: On 2 October 2012 (the "Change Event Date") and every five year thereafter the Bank may change the Interest Rate to a new interest rate by giving notice to the Borrower before 10.00 (London time) five Business Days before that Interest Payment Date. The Borrower shall notify the Bank of its acceptance of the new rate or of its intention to prepay the Loan before 12.00 (London time) four business days before that Interest payment Date in writing.

Interest Rate: Unless and until a Change Event occurs 3.825% per annum, payable semi-annually in arrears from and including 2 October 2006 up to and excluding the Repayment Date. (Any interest period shall include the first day of that period and exclude the last day of that period).

Interest Payment Dates: Semi-annual in arrears on the 2 April & 2 October commencing 2 April 2007, subject to the Adjusted Modified Following Business Day Convention.

Interest Calculation Basis: Actual / 365; Adjusted

Status and Security: The Borrower's obligations in respect of the Loan will be secured by a Statutory charge under Section 13(3) of the Local Government Act 2003 (which amends and supersedes the Local Government and Housing Act

1989) and such obligations and charge will rank at least pari passu with all its other lenders.

- Taxes:** The Borrower will pay the gross amount of all payments due in respect of the Loan to the Bank. In particular it will make payment free and clear of UK Taxes, subject to the Bank procuring evidence from the UK Inland Revenue that the Bank is entitled to receive such payments gross.
- Transferability:** The rights and obligations under the Loan are transferable by instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Borrower, which shall acknowledge and register same.
- Loan Instrument:** The Borrower shall, as soon as practical after confirming this letter, issue a formal Loan Instrument in the form set out in Schedule 1 (unless we agree otherwise) which shall be governed by the Terms and Conditions of this letter.
- Events of Default/ Prepayment:** The Bank shall be entitled (by notice in writing) to call in the loan if the Borrower: (a) fails to pay any sum due; (b) is in breach of any other obligation and has failed to remedy same within 30 days of being requested to do so; (c) is unable to pay its debts as they fall due; (d) enters into any composition with its creditors; (e) is dissolved; (f) is deprived of or ceases to exercise, own or be responsible for all or any material part of its powers, functions, duties, or assets; (for the avoidance of doubt the disposal by the borrower of it's housing in the terms disclosed to the Lender prior to the Drawdown date shall not constitute an event of default) or (g) transfers (or attempts to transfer) all or any of its obligations hereunder to any other person or body, or ceases to be directly responsible for the discharge of any of those obligations.
- Conditions Precedent:** The bank will require the borrower to provide (pre-drawdown) the following documents:
- (a) evidence that the person(s) signing this letter in acceptance have the full power and authority to bind the Borrower, together with relevant sample signature(s);
 - (b) a copy of the borrower's Treasury Management Strategy Statement;

Please confirm your acceptance of these Terms and Conditions by signing and returning a copy of this letter after completing the "Additional Information Requested" section, including the Borrower's payment details, which will act as payment instructions to the Bank.

Please note that the Bank's obligation to make payment under the Loan is conditional on receiving the Borrower's confirmation and acceptance of this letter no later than two Business Day prior to the Drawdown Date.

By its confirmation and acceptance of this letter, the Borrower hereby represents and warrants to the Bank that:




- (1) the purpose of the Loan is as set out below and is a bona-fide, lawful purpose and is that the money is not borrowed for the purpose of an external fund (*please specify the purpose in your acceptance below, and quote the relevant statutory authority authorising this purpose*);
- (2) the Borrower has the power and capacity to borrow the Loan and has taken all steps and obtained all consents and authorisations necessary to authorise such borrowing;
- (3) the Loan; (i) conforms to and complies with all applicable laws and governmental regulations; (ii) will not cause the Borrower to be in breach of any of its by-laws or other constitutive documents or any agreement or other arrangement with any other party; and (iii) represents valid and legally binding obligations of the Borrower enforceable in accordance with the terms hereof;
- (4) the person(s) signing this letter in acceptance has the full power and authority to bind the Borrower;
- (5) that the loan is within the Borrower's authorised limits; and

- (6) the Borrower has the consent of the Treasury to borrow in EUR (*In case borrowing in other currency than GBP*).

Please note that although DEPFA ACS BANK asks for the aforementioned representations and documentation related to it, DEPFA ACS BANK does not acknowledge any kind of obligation to enquire as to whether these representations are correct, nor will the obligation of the local authorities towards DEPFA ACS BANK be affected in the case of a misrepresentation.

It is a further condition of our continuing to make the Loan available that the Borrower continues during the term of the Loan to provide the Bank with its most recently published Statement of Accounts.

Please note that all payments to the Bank in respect of the Loan should be made as follows:

Pay to:	Citibank London (CITIGB2L)
Sort code:	
A/C number:	
IBAN:	
For A/c of:	DEPFA ACS BANK (DPFAIE3X)

We are very pleased to have concluded this transaction with you. Should you have any queries on the above please do not hesitate to contact us directly.

Yours faithfully,



Michael Deeny
Managing Director
DEPFA ACS BANK

Confirmed and accepted for and on behalf of
Oxfordshire County Council

By  Date 21/7/06

Title/Signing
Capacity Head of Finance + Procurement

Additional Information Requested:

Borrower's Reference No.: BOND NO 12
(if any)

Purpose of Loan: TO FINANCE CAPITAL EXPENDITURE

Statutory Authority
for such purpose:
(attach copy) OXFORDSHIRE COUNTY COUNCIL

Borrower's Payment Details:
(Please provide details)

Bank : LLOYDS TSB BANK PLC

Sort code : [REDACTED]

A/c name : COUNTY FUND MAIN A/C

A/c no : [REDACTED]

Tax District: SOUTH WALES AREA + OXON AND BUCKS AREA

Tax Reference: 075/A 9000 520 027646

SCHEDULE 1.**Oxfordshire County Council****LOAN INSTRUMENT NUMBER 12**

The Oxfordshire 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.

REGISTERED HOLDER:	DEPFA ACS BANK
AMOUNT OF PRINCIPAL BORROWED:	GBP 5,000,000
PRINCIPAL REPAYMENT DATE(S):	2 October 2066
AMOUNT(S) OF PRINCIPAL TO BE REPAYED ON PRINCIPAL REPAYMENT DATE(S):	GBP 5,000,000
INTEREST COMMENCEMENT DATE:	2 April 2007
INTEREST PAYMENT DATES:	2 April & 2 October
INTEREST RATE/ METHOD OF CALCULATING INTEREST:	3.825%, Actual / 365, Adjusted
PURPOSE OF LOAN:	TO FINANCE CAPITAL EXPENDITURE

- A 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.
- B 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.
- C 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.
- D This Loan Instrument is also subject to the terms and conditions of the letter from the Registered Holder addressed to the Council dated *[insert date of letter]* and in the event of any inconsistency or conflict between the terms of the letter and this Loan Instrument the letter will prevail.

Oxfordshire County Council ("the Council")
Certificate of particulars of a loan

This is to 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 following particulars in respect of money borrowed by the Council by means of Loan Instrument number 12 as referred to in the Register:-

Name or description of person to whom payments are due:	DEPFA ACS BANK
Address of person to whom payments/repayments are due:	1 Commons Street, Dublin 1, Ireland
Amount of principal:	GBP 5,000,000
Principal Repayment Date(s):	2 October 2066
Principal amount(s) to be repaid on the Principal Repayment Date:	GBP 5,000,000
Interest Payment Dates:	2 April & 2 October
Interest amounts (or method of calculating the same) to be paid on each Interest Payment Date:	3.825%, Actual / 365, Adjusted

EXECUTED on behalf of Oxfordshire County Council on the 21 day of July 2006

By:


Authorised Signatory

SUE SCANE
Name of Authorised Signatory

Head of Finance & Procurement
Title of Authorised Signatory

Oxfordshire County Council
County Hall PO Box 12
Oxford
OX1 1TH

Attention of: David Cripps

14 July 2006

Local Authority Loan Confirmation

Dear Sir/Madam

We are pleased to confirm the Terms and Conditions (the "TaC") of the Loan Transaction (the "Loan") entered into by DEPFA ACS BANK (the "Bank") and Oxfordshire County Council ("the Borrower") as follows:

DEPFA Trade Reference: 273882DS

Trade Date: 14 July 2006

Principal Amount: GBP 5,000,000.00 (Five million pounds)

Purpose of Loan: As hereinafter described

Drawdown Date: 2 October 2006

Repayment Date: Bullet repayment on the 2 October 2006
In the event of a Change Event (as hereinafter described), the Borrower may prepay the Loan in whole (but not in part only) without penalty on the Interest Payment Date relevant to such Change Event.

Change Event: On 2 October 2019 (the "Change Event Date") and every five year thereafter the Bank may change the Interest Rate to a new interest rate by giving notice to the Borrower before 10.00 (London time) five Business Days before that Interest Payment Date. The Borrower shall notify the Bank of its acceptance of the new rate or of its intention to prepay the Loan before 12.00 (London time) four business days before that Interest payment Date in writing.

Interest Rate: Unless and until a Change Event occurs 4.01% per annum, payable semi-annually in arrears from and including 2 October 2006 up to and excluding the Repayment Date. (Any interest period shall include the first day of that period and exclude the last day of that period).

Interest Payment Dates: Semi-annual in arrears on the 2 April & 2 October commencing 2 April 2007, subject to the Adjusted Modified Following Business Day Convention.

Interest Calculation Basis: Actual / 365; Adjusted

Status and Security: The Borrower's obligations in respect of the Loan will be secured by a Statutory charge under Section 13(3) of the Local Government Act 2003 (which amends and supersedes the Local Government and Housing Act

1989) and such obligations and charge will rank at least *pari passu* with all its other lenders.

Taxes:

The Borrower will pay the gross amount of all payments due in respect of the Loan to the Bank. In particular it will make payment free and clear of UK Taxes, subject to the Bank procuring evidence from the UK Inland Revenue that the Bank is entitled to receive such payments gross.

Transferability:

The rights and obligations under the Loan are transferable by instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Borrower, which shall acknowledge and register same.

Loan Instrument:

The Borrower shall, as soon as practical after confirming this letter, issue a formal Loan Instrument in the form set out in Schedule 1 (unless we agree otherwise) which shall be governed by the Terms and Conditions of this letter.

**Events of Default/
Prepayment:**

The Bank shall be entitled (by notice in writing) to call in the loan if the Borrower: (a) fails to pay any sum due; (b) is in breach of any other obligation and has failed to remedy same within 30 days of being requested to do so; (c) is unable to pay its debts as they fall due; (d) enters into any composition with its creditors; (e) is dissolved; (f) is deprived of or ceases to exercise, own or be responsible for all or any material part of its powers, functions, duties, or assets; (for the avoidance of doubt the disposal by the borrower of its housing in the terms disclosed to the Lender prior to the Drawdown date shall not constitute an event of default) or (g) transfers (or attempts to transfer) all or any of its obligations hereunder to any other person or body, or ceases to be directly responsible for the discharge of any of those obligations.

Conditions Precedent:

The bank will require the borrower to provide (pre-drawdown) the following documents:

- (a) evidence that the person(s) signing this letter in acceptance have the full power and authority to bind the Borrower, together with relevant sample signature(s);
- (b) a copy of the borrower's Treasury Management Strategy Statement;

Please confirm your acceptance of these Terms and Conditions by signing and returning a copy of this letter after completing the "Additional Information Requested" section, including the Borrower's payment details, which will act as payment instructions to the Bank.

Please note that the Bank's obligation to make payment under the Loan is conditional on receiving the Borrower's confirmation and acceptance of this letter no later than two Business Day prior to the Drawdown Date.

By its confirmation and acceptance of this letter, the Borrower hereby represents and warrants to the Bank that:

- (1) the purpose of the Loan is as set out below and is a bona-fide, lawful purpose and is that the money is not borrowed for the purpose of an external fund (*please specify the purpose in your acceptance below, and quote the relevant statutory authority authorising this purpose*);
- (2) the Borrower has the power and capacity to borrow the Loan and has taken all steps and obtained all consents and authorisations necessary to authorise such borrowing;
- (3) the Loan; (i) conforms to and complies with all applicable laws and governmental regulations; (ii) will not cause the Borrower to be in breach of any of its by-laws or other constitutive documents or any agreement or other arrangement with any other party; and (iii) represents valid and legally binding obligations of the Borrower enforceable in accordance with the terms hereof;
- (4) the person(s) signing this letter in acceptance has the full power and authority to bind the Borrower;
- (5) that the loan is within the Borrower's authorised limits; and

- (6) the Borrower has the consent of the Treasury to borrow in EUR (*In case borrowing in other currency than GBP*).

Please note that although DEPFA ACS BANK asks for the aforementioned representations and documentation related to it, DEPFA ACS BANK does not acknowledge any kind of obligation to enquire as to whether these representations are correct, nor will the obligation of the local authorities towards DEPFA ACS BANK be affected in the case of a misrepresentation.


It is a further condition of our continuing to make the Loan available that the Borrower continues during the term of the Loan to provide the Bank with its most recently published Statement of Accounts.

Please note that all payments to the Bank in respect of the Loan should be made as follows:

Pay to:	Citibank London (CITIGB2L)
Sort code:	[REDACTED]
A/C number:	[REDACTED]
IBAN:	[REDACTED]
For A/c of:	DEPFA ACS BANK (DPFAIE3X)

We are very pleased to have concluded this transaction with you. Should you have any queries on the above please do not hesitate to contact us directly.

Yours faithfully,


Michael Deeny
Managing Director
DEPFA ACS BANK

**Confirmed and accepted for and on behalf of
Oxfordshire County Council**

By  Date 21/7/06

Title/Signing Capacity Head of Finance + Procurement

Additional Information Requested:Borrower's Reference No.:
(if any)BOND NO 13

Purpose of Loan:

TO FINANCE CAPITAL EXPENDITUREStatutory Authority
for such purpose:
(attach copy)OXFORDSHIRE COUNTY COUNCILBorrower's Payment Details:
(Please provide details)Bank : LLOYDS TSB BANK PLCSort code : [REDACTED]A/c name : COUNTY FUND MAIN A/CA/c no : [REDACTED]

Tax District:

SOUTH WALES AREA + OXON AND Bucks AREA

Tax Reference:

075/A 9000520 027646

SCHEDULE 1.

Oxfordshire County Council

LOAN INSTRUMENT NUMBER 13

The Oxfordshire 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.

REGISTERED HOLDER:	DEPFA ACS BANK
AMOUNT OF PRINCIPAL BORROWED:	GBP 5,000,000
PRINCIPAL REPAYMENT DATE(S):	2 October 2066
AMOUNT(S) OF PRINCIPAL TO BE REPAYED ON PRINCIPAL REPAYMENT DATE(S):	GBP 5,000,000
INTEREST COMMENCEMENT DATE:	2 April 2007
INTEREST PAYMENT DATES:	2 April & 2 October
INTEREST RATE/ METHOD OF CALCULATING INTEREST:	4.01%, Actual / 365, Adjusted
PURPOSE OF LOAN:	TO FINANCE CAPITAL EXPENDITURE

- A 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.
- B 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.
- C 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.
- D This Loan Instrument is also subject to the terms and conditions of the letter from the Registered Holder addressed to the Council dated *[insert date of letter]* and in the event of any inconsistency or conflict between the terms of the letter and this Loan Instrument the letter will prevail.

**Oxfordshire County Council ("the Council")
Certificate of particulars of a loan**

This is to 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 following particulars in respect of money borrowed by the Council by means of Loan Instrument number 13 as referred to in the Register:-

Name or description of person to whom payments are due:	DEPFA ACS BANK
Address of person to whom payments/repayments are due:	1 Commons Street, Dublin 1, Ireland
Amount of principal:	GBP 5,000,000
Principal Repayment Date(s):	2 October 2066
Principal amount(s) to be repaid on the Principal Repayment Date:	GBP 5,000,000
Interest Payment Dates:	2 April & 2 October
Interest amounts (or method of calculating the same) to be paid on each Interest Payment Date:	4.01%, Actual / 365, Adjusted

EXECUTED on behalf of Oxfordshire County Council on the ²¹ day of *July* 2006

By:


Authorised Signatory

SUE SCANE
Name of Authorised Signatory

Head of Finance & Procurement
Title of Authorised Signatory



Dresdner Bank AG
London Branch
PO Box 52715
30 Gresham Street
London EC2P 2XY

Telephone +44 (0)20 7623 8000
Telex General 885540 DRES BK G
www.dresdnerkleinwort.com

29 August 2006

Oxfordshire County Council
Financial Services and Procurement
County Council
New Road
Oxford
OX1 1ND

Dear Sirs,

£ 5,000,000.00 Lender Option Borrower Option Loan between Dresdner Bank AG London Branch and Oxfordshire County Council (the "LOBO Loan") – 31 August 2006

We are pleased to confirm the terms and conditions of the LOBO Loan transaction (the "**Terms and Conditions**") entered into between Dresdner Bank AG London Branch ("**Dresdner**") and Oxfordshire County Council (the "**Borrower**").

We understand that you wish to enter into the LOBO Loan as further described below.

In consideration of and subject to you meeting the terms and conditions of this confirmation we confirm that Dresdner will arrange payment to you of the principal amount of the LOBO Loan of £5,000,000.00 on 31 August 2006.

Status and Security:

The Borrower's obligations in respect of the LOBO Loan will be secured by a Statutory charge under Section 13(3) of the Local Government Act 2003 and such obligations and charge will rank at least *pari passu* with all its other lenders.

Taxes:

All amounts payable by the Borrower to Dresdner shall be paid without set-off and free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or



deduction of such taxes or duties is required by UK law.

Transferability:

The rights and obligations under the LOBO Loan are transferable by instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Borrower which shall acknowledge and register same.

Arranger:

Tullett Prebon (UK) Limited

LOBO Loan details:

Lender: Dresdner Bank AG London Branch
Borrower: Oxfordshire County Council
Amount: £ 5,000,000.00
Fixed Rate: 3.82 % p.a. payable semi-annually
Effective Date: 31 August 2006
Maturity Date: 31 August 2066
Coupon Date: The last London business day of February and August in each year on an adjusted modified following basis
LOBO Date: 31 August 2013 and every five year anniversary thereof.

LOBO Conditions:

On each LOBO Date Dresdner has the right to change the Fixed Rate of the LOBO Loan having given no less than 3 London business days prior notice. If Borrower does not accept the new Fixed Rate proposed by Dresdner, then Borrower may repay the LOBO Loan without penalty on the LOBO Date subject to giving prior notice to Dresdner by 5.00 p.m. on the London business day prior to the LOBO Date.

**Conditions
Precedent:**

(i) Execution of a loan instrument in respect of the LOBO Loan substantially in the form of Annex 1 hereto.

(ii) Certified copies of appropriate documents (e.g. board/executive committee minutes, Standing Orders) evidencing the power of the signatory to the loan instrument to execute such instrument on behalf of the Borrower.

**Loan Instrument:**

The Borrower shall, as soon as practical after confirming this letter, issue a formal loan instrument in respect of the LOBO Loan in the form set out in Annex 1 hereto (unless we agree otherwise) which shall be governed by the Terms and Conditions of this confirmation. In the event of any conflict/inconsistency between this confirmation and the loan instrument this confirmation will prevail.

**Events of Default/
Prepayment:**

Dresdner shall be entitled (by notice in writing) to demand repayment of the LOBO Loan if the Borrower: (a) fails to pay any sum due; (b) is in breach of any other obligation and has failed to remedy same within 30 days of being requested to do so; (c) is unable to pay its debts as they fall due; (d) enters into any composition with its creditors; (e) is dissolved; or (f) transfers (or attempts to transfer) all or any of its obligations hereunder to any other person or body, or ceases to be directly responsible for the discharge of any of those obligations except where any reorganisation of local government authorities requires it to transfer its obligations hereunder to a successor body who shall assume such obligations as if it were the primary obligor.

Please confirm your acceptance of these Terms and Conditions by signing and returning a copy of this letter by fax (Attention Zoë Crookes, Legal Services 0870 8896572) after completing the "Additional Information Requested" section. Please note that the Dresdner's obligation to make payment or other delivery in respect of the LOBO Loan is conditional on receiving the Borrower's confirmation and acceptance of this letter within two London business days of the date hereof, or by 10.00am on the Effective Date, whichever is earlier.

Yours faithfully,
For and on behalf of
Dresdner Bank AG London Branch

A black rectangular redaction box covering the signature of Matthew Amies.

Authorised Signatory

MATTHEW AMIES
AUTHORISED SIGNATORY

A black rectangular redaction box covering the signature of Alan Marquard.

Authorised Signatory

ALAN MARQUARD
AUTHORISED SIGNATORY

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By its confirmation and acceptance of this letter, the Borrower hereby represents and warrants to Dresdner that:

- (1) the purpose of the LOBO Loan is as set out below and is a bona-fide, lawful purpose (*please specify the purpose in your acceptance below, and quote the relevant statutory authority authorising this purpose*);
- (2) the Borrower has the power and capacity to borrow the LOBO Loan and has taken all steps and obtained all consents and authorisations necessary to authorise such borrowing;
- (3) the LOBO Loan (i) is within the Borrower's borrowing limits; (ii) conforms to and complies with all applicable laws and governmental regulations and in particular the Local Government Act 2003; (iii) will not cause the Borrower to be in breach of any of its by-laws or other constitutive documents or any agreement or other arrangement with any other party; and (iv) represents valid and legally binding obligations of the Borrower enforceable in accordance with the terms hereof; and
- (4) the person(s) signing this letter in acceptance has the full power and authority to bind the Borrower.

It is a further condition of our continuing to make the LOBO Loan available that (a) if sent to you by fax, the faxed version of this letter is signed in acceptance by a duly authorised officer of the Borrower and returned to us by fax within the time limit set out above, together with evidence of such officer's authority and signature identification, (b) the hard copy of this letter, which will be posted to you, is signed in acceptance by a duly authorised officer of the Borrower and returned to us, together with hard copy evidence of such officer's authority and signature identification, within ten London business days of the date hereof, and (c) the Borrower continues during the term of the LOBO Loan to provide Dresdner on request with its most recently published Statement of Accounts.

For and on behalf of Oxfordshire County Council

By:.....

Name:

Title:

Date:

**Additional Information Requested:**

Borrower's Reference No.:
(if any)

Purpose of LOBO Loan:

Capital expenditure

Statutory Authority
for such purpose:

Local Government Act 2003

Borrower's Payment Details:

Bank: Lloyds TSB Bank Plc

Sort code: [REDACTED]

A/c name: [REDACTED]

A/c no: County Fund Main A/c

Lender's Payment Details:

Bank: Barclays Bank PLC

Sort code: [REDACTED]

A/c no: [REDACTED]

A/c name: Dresdner Bank AG London
Branch



Annex 1

OXFORDSHIRE COUNTY COUNCIL

LOAN INSTRUMENT NO:

Oxfordshire County Council (the "**Council**") acknowledges the 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:

Dresdner Bank AG London Branch

AMOUNT OF PRINCIPAL:

£5,000,000.00 (Five Million Pounds)

ADVANCE DATE:

31 August 2006

INTEREST:

(a) 3.82% per annum, with interest payable on the last London business day of February and August in each year with the final interest payment date on 31 August 2066 (in the event that such interest payment date falls on a day which is not a London business day, the interest payment date will be on the next London business day unless that day is in the following month in which case it shall be the preceding London business day). Interest to be computed on a 365 days in a year basis (or 366 days in respect of a leap year). Interest will be calculated on the actual number of



days elapsed in each interest period;

(b) the Registered Holder has the right on 31 August 2013 and on every fifth anniversary date thereof, by means of notice to the Council no less than three London business days prior to the effective date, to alter the Interest (to a rate calculated by Registered Holder) and, if notice is given, Condition 6 will apply.

DATE OF REPAYMENT OF PRINCIPAL: 31 August 2066

AMOUNT OF REPAYMENT OF PRINCIPAL: £5,000,000.00 (Five 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 Advance Date specified in the above Schedule and shall be remitted in cleared funds on the dates specified in the above Schedule to the Registered Holder's nominated bank account.
3. All amounts payable by the Borrower to the Registered Holder shall be paid without set-off and free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by UK law.
4. Nothing herein shall prejudice the Registered Holder's right of set-off or any other benefit which the Registered Holder may enjoy.
5. The debt acknowledged by this Loan Instrument is fully transferable by the Registered Holder by an instrument in writing in accordance with the Stock Transfer Act 1963 delivered to the Registrar of Loan Instruments of the Council, who shall acknowledge and register any such transfer.
6. This Loan Instrument is redeemable by remittance of cleared funds to the Registered Holder's nominated bank account on the date specified for repayment in the above Schedule and, save as mentioned below in this paragraph, not on any earlier date. If the Registered Holder exercises the right to alter the Interest then the Council may prepay the amount of Principal and all accrued interest thereon on the date the Interest is altered without penalty, subject to receipt of notice by the Registered Holder no later than 5.00 p.m. on the London business day prior to the date on which the Interest is due to be altered. The amount payable to redeem this Loan Instrument on a date on which the Interest is altered is the Principal and all accrued interest thereon. All notices regarding alteration to the Interest from the Registered Holder will be issued no later than 12.00 noon three London business days prior to the date on which it is altered.



This Loan Instrument is in compliance with the Local Government Act 2003.

By:.....

Name:

Title: Director of Finance and Registrar of Loan Instruments

Registered by:.....

Name:

Examined by:.....

Name:

Date of Issue:



Public Finance Bank

Oxfordshire County Council
PO Box 12
County Hall
New Road
Oxford
OX1 1TH

21 September 2006

Attention: David Cripps

Dear Sir,

Re: Transaction via: Tradition (UK) Limited

We write to confirm details of the loan arranged today:

Borrower:	Oxfordshire County Council
Amount:	£5,000,000 (Five Million Pounds)
Loan Start Date:	13 October 2006
Period:	60 Years
Repayment:	13 October 2066
Interest Rate:	3.72%pa until 13 October 2012 and 3.72% pa thereafter, <u>Subject to (b) below.</u>
Interest Payable on:	13 April, 13 October semi annually.

- a. In the event that such payment date falls on either a weekend or a Bank Holiday the interest payment date will be on the next business day unless that day is in the following month in which case it should be the day prior to the Bank Holiday or weekend. Interest to be computed on a 365-day year basis. When applicable the 29th February is an interest-bearing day. Interest will be calculated on the actual number of days elapsed in each interest period.
- b. The Registered Holder has the right on 13 October 2012 (and on any anniversary of such date falling at five yearly periods thereafter), (each an 'effective date') by means of notice to Oxfordshire County Council to be delivered no later than 11.00am four business days prior to the relevant effective date, to alter the interest (to a rate determined by the Registered Holder) and, if notice is given the rate of interest will change to the rate so notified, but subject to the conditions set out in clause 8 of the Loan Instrument.
- c. Breakage costs and associated funding costs, if applicable, will be due and payable both before (if drawdown does not occur as envisaged) and after drawdown.

Date of First Payment:	13 April 2007
Amount of First Payment:	£92,745.21
Security/Documentation:	<u>Loan Instrument in the form appended.</u> (Original for execution to follow by post)

Your Bank Details:

Bank: Lloyds TSB Bank plc

Sort Code: [REDACTED] A/C Number: [REDACTED]

Our Bank Details:

Bank: Citibank NA, Citigroup Centre, Canary Wharf, London

Sort Code: [REDACTED] A/c Number: [REDACTED]

The address and facsimile number for each party for all notices under or in connection with this Loan are as set out below or any other notified by that party for this purpose to the other party by not less than five business days notice:

The Registered Holder:	Dexia Credit Local - London Branch 4 Battle Bridge Lane London SE1 2RB
Fax:	020 7378 7188
Attention:	Justin Wyatt - Senior Manager - Operations
The Borrower:	Oxfordshire County Council
Address:	PO Box 12 County Hall New Road Oxford OX1 1TH
Fax:	01865 815 903
Attention	David Cripps

Please confirm by return to fax No 020 7378 7188 your concurrence that the above loan details as set out above are correct. When replying please also provide us with (1), (2) and (3) below:

- (1) a list of those persons authorised to "deal" on behalf of the authority;
- (2) a copy of the Standing Order relating to the execution of loan instruments
- (3) specimen signatures of those persons authorised a) to deal and b) to sign loan instruments on behalf of the Council
- (4) a copy of our Loan Instrument duly completed.

Please note that we shall be unable to disburse funds unless this confirmation has been received by ourselves duly signed by an authorised person together with (1), (2), (3) and (4) by 12.00 Noon on the loan start date.

Yours faithfully
For and on Behalf of
Dexia Credit Local - London Branch

[REDACTED]

Authorised Signatories

Date:
Agreed for and on behalf of
Oxfordshire County Council

[REDACTED]

Authorised Signatory

Please note that all telephone conversations are taped as per the Inter-Professional Conduct rules.