

PART 6 OF THE SCHEDULE

This is Part 6 of the Schedule comprising the Funders Direct Agreement referred to in the Project Agreement relating to the design, financing and construction of, and the provision of services at Gartnavel Royal Hospital

between

Greater Glasgow Health Board

and

Robertson Health (Gartnavel) Limited

Funders Direct Agreement

THIS AGREEMENT is made

AMONG:

- 1 **GREATER GLASGOW HEALTH BOARD** of Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow (the "**Board**")
- 2 **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND** acting through its office at New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN (the "**Agent**" for the Senior Funders) on behalf of itself and the Senior Funders; and
- 3 **ROBERTSON HEALTH (GARTNAVEL) LIMITED** a company incorporated in Scotland under the Companies Act (registered number SC271565) and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin IV30 6AE ("**Project Co**")

IT IS AGREED AS FOLLOWS:

1 INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"Affiliates"	in relation to any body corporate means another body corporate in the same group in each case as the first body corporate, and group shall have the meaning set out in section 53(1) of the Companies Act 1989;
"Appointed Representative"	means a Representative that has been notified to the Board pursuant to a Step-In Notice;
"Bank Compensation Sum"	means any amount of compensation calculated by the Board to be payable in terms of Part K and/or Part 23 of the Schedule to the Project Agreement in respect of the Senior Debt as a result of the occurrence of the Termination Date;
"Board Project Documents"	means the Project Agreement and all other documents to which the Board and Project Co are parties pursuant to the Project Agreement;
"Collateral Agreement Counterparty"	means the parties to a Collateral Agreement (other than the Board and Project Co);
"Enforcement Event"	means following the occurrence of an Event of Default any enforcement action taken by the Agent pursuant to clause 13.2 of the loan agreement forming one of the Senior Funders Agreements;

"Enforcement Event Notice"	has the meaning given to that term in Clause 3.3;
"Event of Default"	is as defined in the loan agreement forming one of the Senior Funders Agreements;
"Final Payment Date"	means the Senior Debt Discharge Date as defined in the loan agreement forming one of the Senior Funders Agreements;
"Loan Life Cover Ratio"	has the meaning given to it in the loan agreement forming one of the Senior Funders Agreements;
"Project Agreement"	means an agreement dated on or about the date hereof between Project Co and the Board relating to the development of the Site and the provision of Services;
"Representative"	means: <ul style="list-style-type: none">(a) the Agent, any Senior Funder and/or any of their Affiliates;(b) an administrative receiver, receiver or receiver and manager of Project Co appointed under the Security Documents;(c) an administrator of Project Co;(d) a person directly or indirectly owned or controlled by the Agent and/or any Senior Funders; or(e) any other person approved by the Board (such approval not to be unreasonably withheld or delayed);
"Required Period"	means the period starting on the date of a Termination Notice or an Enforcement Event Notice and: <ul style="list-style-type: none">(a) prior to the Payment Commencement Date, ending eighty (80) Business Days later; and(b) following the Payment Commencement Date, ending sixty (60) Business Days later;
"Security Documents"	has the meaning given to that term in the loan agreement forming one of the Senior Funders Agreements;
"Step-In Date"	means the date on which the Agent gives the Board a Step-In Notice;
"Step-In Notice"	means the notice given by the Agent to the Board pursuant to Clause 6 stating that the Agent is exercising the step-in rights under this Agreement and identifying the Appointed Representative;
"Step-In Period"	means the period from the Step-In Date up to and including the earlier of: <ul style="list-style-type: none">(a) the Step-Out Date;

	(b) the date of any transfer under Clause 9;
	(c) the date of any termination for breach under Clause 7; and
	(d) the date of expiry of the Project Agreement;
"Step-Out Date"	means the date falling twenty (20) Business Days after the date of a Step-Out Notice;
"Step-Out Notice"	means a notice from the Agent or Appointed Representative to the Board pursuant to Clause 8.1 (Step Out);
"Suitable Substitute Contractor"	means a person approved by the Board (such approval not to be unreasonably withheld or delayed) as: (a) having the legal capacity, power and authority to become a party to and perform the obligations of Project Co under the Board Project Documents; and (b) employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations of Project Co under the Board Project Documents;
"Termination Notice"	means a notice given by the Board to the Agent under Clause 3.1.

1.2 Interpretation

- 1.2.1 Capitalised terms defined in the Project Agreement shall have the same meaning in this Agreement.
- 1.2.2 The clause and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2.3 Unless the context otherwise requires:
 - 1.2.3.1 a reference in this Agreement to any clause, sub-clause, paragraph, schedule or annex is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule or annex of this Agreement;
 - 1.2.3.2 references to this Agreement or to any other such document shall include any permitted variation, amendment or supplements to such document;
 - 1.2.3.3 references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended or re-enacted;

1.2.3.4 references to a person includes firms and corporations and their successors and permitted assignees or transferees;

1.2.3.5 words in this Agreement importing any one gender include both other genders and may be used interchangeably; and

1.2.3.6 words in this Agreement importing the singular meaning, include the plural meaning and vice versa.

2 CONSENT TO SECURITY AND PAYMENT INSTRUCTION

- 2.1 The Board acknowledges notice of, and consents to, the security interest granted over Project Co's rights under the Board Project Documents and the Insurances effected by Project Co in favour of the Senior Funders under the Security Documents.
- 2.2 The Board confirms that it has not received notice of any other security interest granted over Project Co's rights under the Board Project Documents or the Insurances.
- 2.3 Except as specifically provided for in this Agreement the Board has no obligations (whether express, implied, collateral or otherwise) to the Agent and/or the Senior Funders in connection with this Agreement or the Board Project Documents or the Project.
- 2.4 The Board acknowledges notice of and consents to the security interest granted by HoldCo in favour of the Agent over the entire issued share capital of Project Co.
- 2.5 For the purposes of Clause 35.3 of the Project Agreement, Project Co and the Agent hereby authorise and instruct the Board (and the Board agrees) to pay all sums payable to Project Co under the Board Project Documents to the account of Project Co entitled "Proceeds Account" numbered 06200250, sort code 80-26-43 or to such other account or accounts as the Agent may by not less than 14 days' prior written notice to the Board designate from time to time, except for those sums payable in accordance with Clauses 2.6, 2.7 and 2.8 below.
- 2.6 All other amounts received by the Board and/or Project Co in respect of any insurance policy (other than as referred to at Clause 36.18 of the Project Agreement) maintained by or on behalf of Project Co pursuant to the Project Agreement shall be paid to the credit of the account of Project Co entitled "Insurance Account" numbered 06200293, sort code 80-26-43.
- 2.7 Any sums payable by the Board pursuant to Part K and/or Part 23 of the Schedule to the Project Agreement shall be paid directly to the credit of the account of Project Co entitled "Compensation Account" numbered 06200306, sort code 80-26-43, or to such other account as the Agent may from time to time designate by not less than 14 days prior written notice to the Board of the same. Project Co agrees that payments to the Compensation Account in accordance with this Clause 2.7 shall constitute a good discharge of the Board's obligations to Project Co in respect of such payments.
- 2.8 The Board shall not be obliged to make any enquiry as to the authority of the Agent in doing any act or entering into any document or making any agreement under of in connection with this Agreement and the Board shall be entitled to assume that the Agent

is duly authorised by each of the Senior Funders to assume the obligations expressed to be assumed by it under this Agreement and to undertake on behalf of each Senior Funder in the terms of this Agreement so as to bind each Senior Funder as if it were a party hereto.

- 2.9 The rights of the Agent under this Agreement shall be extinguished upon the Final Payment Date.

3 NO TERMINATION WITHOUT NOTICE

- 3.1 Subject only to Clause 3.2, the Board may serve notice terminating the Project Agreement at any time if it is entitled to do so under the terms of the Project Agreement.

- 3.2 The Board shall not terminate or serve notice terminating the Project Agreement in respect of a Project Co Event of Default without giving to the Agent:

3.2.1 at least the Required Period of prior written notice (a "Termination Notice") stating:

3.2.1.1 that a Project Co Event of Default has occurred and the proposed Termination Date; and

3.2.1.2 the grounds for termination in reasonable detail, and

3.2.2 not later than the date falling 20 Business Days after the date of a Termination Notice or an Enforcement Event Notice a notice containing details of any amount owed by Project Co to the Board, and any other liabilities or obligations of Project Co of which the Board is aware (having made proper enquiry) which are:

3.2.2.1 accrued and outstanding at the time of the Termination Notice; and/or

3.2.2.2 which will fall due on or prior to the end of the Required Period, under the Project Agreement; and/or

3.2.2.3 which involve disputes between the Board and Project Co and which have been submitted to but not determined in accordance with the Dispute Resolution Procedure.

- 3.3 On becoming aware of an Enforcement Event the Agent shall give notice thereof (an "Enforcement Event Notice") to the Board stating that an Enforcement Event has occurred and giving reasonable details thereof whereupon the provisions of Clause 3.2.2 shall apply as if references therein to a Termination Notice were to an Enforcement Event Notice provided that the Board shall first be entitled to receive its reasonable estimated costs and expenses which it may incur in complying with this Clause 3.3. All reasonable costs and expenses additional to those estimated shall be reimbursed on demand and on an indemnity basis by ProjectCo.

4 NO LIQUID MARKET

- 4.1 At any time during the Required Period the Agent may issue a written notice (the "No Liquid Market Notice") to the Board setting out the reasons why the Agent does not believe that a Liquid Market exists.
- 4.2 On or before the date falling fourteen (14) days after the date on which a No Liquid Market Notice is received by the Board, the Board shall notify the Agent of its opinion as to whether or not a Liquid Market exists. Where the Board believes that a Liquid Market does exist, such notice shall set out the reasons for the Board's belief. If the parties do not agree whether or not a Liquid Market exists, then either party may refer the dispute to be determined in accordance with Clause 16 (Dispute Resolution).
- 4.3 If the parties agree or it is determined in accordance with Clause 16 (Dispute Resolution) that no Liquid Market exists, the Project Agreement shall automatically terminate and the provisions of paragraph 4 of Part B of Part 23 of the Schedule to the Project Agreement (*No Retendering Procedure*) shall apply.
- 4.4 If any dispute relating to this Clause 4 is determined under Clause 16 (Dispute Resolution Procedure), the Required Period shall be extended by the period of time spent determining such dispute under Clause 16 (Dispute Resolution).

5 ECONOMIC REINSTATEMENT TEST

- 5.1 If all the Facilities are destroyed or substantially destroyed in a single event and the insurance proceeds (when taken together with any other funds available to Project Co) are equal to or greater than the amount required to repair or reinstate the Facilities, then Project Co shall calculate the Loan Life Cover Ratio (on the assumption that the Facilities are repaired or reinstated in accordance with Clause 36.19 of the Project Agreement (Application of Proceeds)).
- 5.2 If the calculation referred to in Clause 5.1 above shows that the minimum Loan Life Cover Ratio is greater than or equal to 1.10:1 then Project Co shall be subject to the procedure set out in Clauses 36.19 to 36.21 of the Project Agreement (Application of Proceeds).
- 5.3 If the calculation referred to in Clause 5.1 above shows that the minimum Loan Life Cover Ratio is less than 1.10:1 then an amount equal to the lesser of:
- 5.3.1 the insurance proceeds; and
- 5.3.2 the Base Senior Debt Termination Amount or the Revised Senior Debt Termination Amount (whichever is the greater);
- shall be released from the Insurance Proceeds Account to Project Co.
- 5.4 The Agent on behalf of the Senior Funders confirms that it will release monies from the Insurance Proceeds Account, to allow Clause 36.19A of the Project Agreement to be complied with.

6 REPRESENTATIVE

- 6.1 Subject to Clause 6.2 and without prejudice to the Agent's rights under the Security Documents, the Agent may give the Board a Step-In Notice at any time:
- 6.1.1 during which a Project Co Event of Default or an Event of Default is subsisting (whether or not a Termination Notice has been served); or
 - 6.1.2 during the Required Period.
- 6.2 The Agent shall give the Board not less than 5 Business Days prior notice of:
- 6.2.1 its intention to issue a Step-In Notice; and
 - 6.2.2 the identity of the proposed Appointed Representative.
- 6.3 On the issue of the Step-In Notice, the Appointed Representative shall assume jointly with Project Co the rights of Project Co under the Board Project Documents and thereafter, until the end of the Step-In Period the Board shall deal with the Appointed Representative and not Project Co.

7 STEP-IN PERIOD

- 7.1 Notwithstanding Clause 3, the Board may terminate the Project Agreement if:
- 7.1.1 any amount referred to in Clause 3.2.2.1 above has not been paid to the Board on or before the Step-In Date; or
 - 7.1.2 any amount referred to in Clause 3.2.2.2 has not been paid on or before the last day of the Required Period; or
 - 7.1.3 amounts, of which the Board was not aware (having made proper enquiry) at the time of the Termination Notice, subsequently become payable and are not discharged on or before the date falling 20 Business Days after the date on which the liability of Project Co for these amounts is notified to the Agent or if later the Step-In Date; or
 - 7.1.4 grounds arise after the Step-In Date in accordance with the terms of the Project Agreement provided that Service Failure Points and/or Warning Notices that arose pursuant to Part 18 of the Schedule to the Project Agreement prior to the Step-In Date shall not be taken into account during the Step-In Period but such Service Failure Points and/or Warning Notices (to the extent applicable under the terms of the Project Agreement) shall be taken into account after the Step-Out Date.
- 7.2 The Board shall not terminate the Project Agreement during the Step-In Period on grounds:
- 7.2.1 that the Agent has served a Step-In Notice or enforced any Security Document; or
 - 7.2.2 arising prior to the Step-In Date of which the Board was aware (having made proper enquiry) and whether or not continuing at the Step-In Date unless:

7.2.2.1 the grounds arose prior to the Actual Completion Date, and the Actual Completion Date does not occur on or before the date 12 months after the date on which the Board would have been entitled to terminate the Project Agreement for non-completion of the Works under Clause 44.1.2 of the Project Agreement; or

7.2.2.2 the grounds arose after the Actual Completion Date, and neither the Appointed Representative nor Project Co is using all reasonable endeavours (including implementation of any remedial programme) to remedy any breach of the Project Agreement that:

7.2.2.2.1 arose prior to the Step-In Date; and

7.2.2.2.2 which is continuing (and capable of remedy); and

7.2.2.2.3 which would have entitled the Board to terminate the Project Agreement; or

7.2.2.3 the grounds (whenever they first arose) did not give rise to any right to terminate until after the Step-In Notice; or

7.2.3 arising solely in relation to Project Co.

8 STEP-OUT

8.1 The Appointed Representative may at any time during the Step-In Period deliver to the Board a Step-Out Notice which shall specify the Step-Out Date.

8.2 On expiry of the Step-Out Period (which is on the Step-Out Date):

8.2.1 the Appointed Representative will be released from all of its obligations and liabilities to the Board under the Board Project Documents arising prior to the Step Out Date and rights of the Appointed Representative against the Board will be cancelled; and

8.2.2 the Board shall no longer deal with the Appointed Representative and shall deal with Project Co in connection with the Board Project Documents.

8.3 Project Co shall continue to be bound by the terms of the Project Agreement, notwithstanding the occurrence of a Step-In Notice, a Step-In Period, a Step-Out Notice, Step-Out Date, any action by the Agent or Appointed Representative or the Senior Funders and/or any provision of this Agreement.

9 NOVATION

9.1 Subject to Clause 9.2, at any time:

9.1.1 after an Enforcement Event has occurred; or

9.1.2 during the Step-In Period,

the Agent may, subject to Clause 9.2, on not less than 20 Business Days' prior notice to the Board and any Appointed Representative, procure the transfer of Project Co's rights and liabilities under the Board Project Documents to a Suitable Substitute Contractor in accordance with the provisions of Clause 9.4.

- 9.2 The Board shall notify the Agent as to whether any person to whom the Agent proposes to transfer Project Co's rights and liabilities under the Project Documents is a Suitable Substitute Contractor, on or before the date falling 20 Business Days after the date of receipt from the Agent of all information reasonably required by the Board to decide whether the proposed transferee is a Suitable Substitute Contractor.
- 9.3 The Board shall not unreasonably withhold or delay its decision on whether the proposed transferee is a Suitable Substitute Contractor and it shall, without limitation, be reasonable for the Board to withhold its consent if there are unremedied breaches under the Project Documents and there is no rectification plan reasonably acceptable to the Board in respect of the breaches.
- 9.4 Upon the transfer referred to in Clause 9.1 becoming effective:
- 9.4.1 Project Co and the Board will be released from their obligations under the Board Project Documents to each other (the "discharged obligations");
- 9.4.2 the Suitable Substitute Contractor and the Board will assume obligations towards each other which differ from the discharged obligations only insofar as they are owed to or assumed by the Suitable Substitute Contractor instead of Project Co;
- 9.4.3 the rights of Project Co against the Board under the Board Project Documents and vice versa (the "discharged rights") will be cancelled;
- 9.4.4 the Suitable Substitute Contractor and the Board will acquire rights against each other which differ from the discharged rights only insofar as they are exercisable by or against the Suitable Substitute Contractor instead of Project Co;
- 9.4.5 any then subsisting ground for termination of the Project Agreement by the Board shall be deemed to have no effect and any subsisting Termination Notice shall be automatically revoked;
- 9.4.6 the Board shall enter into a direct agreement with the Suitable Substitute Contractor and a representative of Senior Funders lending to the Suitable Substitute Contractor on substantially the same terms as this Agreement; and
- 9.4.7 any Service Failure Points and/or Warning Notices or Deductions that arose pursuant to Part 18 of the Schedule to the Project Agreement prior to that time shall not be taken into account in determining whether a Project Co Event of Default has occurred.

10 MISCELLANEOUS

- 10.1 The Board shall at Project Co's expense, take whatever action the Agent, an Appointed Representative or a Suitable Substitute Contractor taking a transfer in accordance with

Clause 9.1 may require for perfecting any transfer or release under Clause 6 (Representative), Clause 8 (Step-Out) and Clause 9 (Novation) including the execution of any transfer or assignment, and the giving of any notice, order or direction and the making of any registration which, in each case, the Agent or Appointed Representative or Suitable Substitute Contractor reasonably requires.

10.2 The Board shall not take any action to wind up, appoint an administrator or sanction a voluntary arrangement (or similar) in relation to Project Co.

10.3 This Agreement shall remain in effect until the earlier of:

10.3.1 the date on which all amounts which may be or become owing by Project Co to the Senior Funders under the Financing Agreements have been irrevocably paid in full; or

10.3.2 the date of termination of the Project Agreement; or

10.3.3 the date of transfer of Project Co's rights and liabilities under the Project Documents to a Suitable Substitute Contractor pursuant to Clause 9.1.

10.4 The Agent in respect of clauses 10.4.1, 10.4.2 and 10.4.3 below and Project Co in respect of clause 10.4.4 below shall promptly notify the Board of:

10.4.1 any Event of Default and any action taken in connection with any Event of Default of which the Agent becomes aware or ought to have been aware of (having made reasonable enquiry in accordance with the terms of the Senior Funders Agreements) and any decisions to accelerate the maturity of any amounts owing by Project Co to the Senior Funders under the Senior Funders Agreements and/or any decisions to demand repayment;

10.4.2 the date referred to in Clause 10.3.1 above on or before the date falling 20 Business Days after its occurrence;

10.4.3 the details and amount of any proposed Additional Permitted Borrowing including:

10.4.3.1 the circumstances giving rise to it and reasons for it; and

10.4.3.2 the terms on which it will be borrowed;

10.4.4 on the first Business Day of each calendar month during which any Additional Permitted Borrowing is, or may be, subsisting, the amount outstanding under the Senior Funders Agreements and, to the extent it is aware (having made reasonable and proper enquiry):

10.4.4.1 the amount of any Distribution made by Project Co; and

10.4.4.2 the amount of any credit balance on any account of Project Co.

- 10.5 Project Co joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not knowingly to do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.
- 10.6 For the avoidance of doubt, and notwithstanding the terms of Clause 62 of the Project Agreement, the parties hereto hereby agree that if there is any conflict or inconsistency between the provisions of this Agreement and the Project Agreement, the provisions of this Agreement shall prevail.
- 10.7 Without prejudice to Clause 10.8, the Board shall not prior to the Final Payment Date:
- 10.7.1 claim, recover, retain or receive (or seek to claim, recover, retain or receive) any amount under the Collateral Agreements (and/or the Construction Contract and/or the Service Contracts) from any Collateral Agreement Counterparty;
 - 10.7.2 petition for or otherwise be a party to any proceedings for winding-up any Collateral Agreement Counterparty or any other insolvency proceedings in respect of any Collateral Agreement Counterparty; or
 - 10.7.3 compete with the Agent's rights on a winding up or other insolvency of any Collateral Agreement Counterparty nor claim to be subrogated to any rights of the Agent or any Senior Funder;
- 10.8 The Board agrees and undertakes that if it receives any amount in contravention of the provisions of Clause 10.7 it will immediately turn the same over to the Agent for the account of the Agent and the Senior Funders and pending such payment hold the same on trust for the Agent and the Senior Funders provided that such trust shall not create any registerable security interest over such amount.
- 10.9 Notwithstanding any provision in the Collateral Agreements, the Board hereby undertakes that it will not, and it will procure that no permitted successor or assignor of it will exercise any rights it may have under or arising out of any of the Collateral Agreements, except as provided in Clause 10.9.1 to Clause 10.9.3 inclusive:
- 10.9.1 Following termination of the Project Agreement in accordance with this Agreement, the Board shall from such date (the "Exercise Date") be entitled to exercise its rights under the Collateral Agreements to step in to and/or novate the Construction Contract(s), and/or the Services Contracts in accordance with the Collateral Agreements.
 - 10.9.2 Until the Final Payment Date, but following the Exercise Date, the Board shall not do anything to prejudice the rights which are not transferred to it pursuant to the Collateral Agreements.
 - 10.9.3 Notwithstanding the terms of the Collateral Agreements and any other provisions of this Clause 10.9, each of the Contractor and the Service Providers (and any guarantors thereof) shall remain responsible, and be liable, to Project Co in respect of all costs, claims, damages, losses and liabilities which shall have arisen out of or in connection with the Construction Contract(s) and/or the Services Contracts in respect of the period prior to the Exercise Date in relation to which the Agent acting on behalf of Project Co or the Senior Funders shall

retain the benefit of all and any rights to all such costs, claims, damage, losses and liabilities.

11 ASSIGNATION

- 11.1 No party to this Agreement may assign or transfer any part of its rights or obligations under this Agreement save as provided in this Clause 11.
- 11.2 The Agent may assign or transfer its rights and obligations under this Agreement and in respect of the Security Documents to a successor Agent in accordance with the Funding Agreements without the consent of the Board and any such assignation novation or transfer shall not constitute a Change of Control for the purposes of Clause 50.8 of the Project Agreement. Without prejudice to Clause 50.10 of the Project Agreement, the Board also agrees that any enforcement by the Agent of the security referred to in Clause 2.4 of this Agreement (and any subsequent transfer of share capital in Project Co) following an Event of Default shall not constitute a Project Co Event of Default under Clause 44.1.5 or 44.1.6 of the Project Agreement.
- 11.3 Any Senior Funder may assign or transfer its rights under the Senior Funders Agreements in accordance with the terms of the Senior Funders Agreements.
- 11.4 The Board may transfer its rights and obligations under this Agreement to any permitted assignee of its interest in the Project Agreement and the Agent and the Senior Funders shall co-operate with the Board in completing the formalities of any transfer or assignation including by executing any additional documents as may be required by the Board.
- 11.5 If Clause 11.2 applies in relation to the Agent, the Board shall enter into a new direct Agreement with the new Agent on substantially the same terms as this Agreement.

12 ENTIRE AGREEMENT

- 12.1 Unless otherwise stated in this Agreement, this Agreement and the Board Project Documents constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any representation except as expressly set out in this Agreement.

13 WAIVER

- 13.1 The failure of any party to exercise any contractual right or remedy shall not constitute a waiver thereof until communication in writing under Clause 13.2.
- 13.2 No waiver shall be effective unless it is communicated in writing to the other party.
- 13.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

14 SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

15 CONFIDENTIALITY

The Agent shall be bound to comply with the obligations on the part of Project Co contained in Clause 52 (Confidentiality) of the Project Agreement in relation to all information and matters obtained from any other party under or in connection with the Project.

16 DISPUTE RESOLUTION

In relation to any dispute between the parties in respect of this Agreement which is not resolved within 21 days or (where specified) such other period for resolution of agreement provided in this Agreement, the matter in dispute shall be determined by reference to the dispute resolution procedure set out in Clause 56 (Dispute Resolution Procedure) of the Project Agreement as if the same were incorporated in this Agreement, with references to the Project Co being treated as references to the Agent.

17 NOTICES CONSENTS AND APPROVALS

17.1 All notices under this Agreement shall be in writing and shall be served by sending the same by first class post or by hand, delivering the same to the address shown at clause 17.2 or 17.3 below.

17.2 Any notice to be given to the Board should be marked for the attention of Anthony Curran or such other person as notified in writing to the Agent and delivered to Board Headquarters, Gartnavel Royal Hospital, 1055 Great Western Road, Glasgow, G12 0XH or such other address as notified in writing to the Agent by the Board.

17.3 Any notice to be given to the Agent should be marked for the attention of Chris Solley or such other person as notified in writing to the Board and delivered to New Uberior House, 11, Earl Grey Street, Edinburgh EH3 9BN (Fax No: 0131 659 0591) or such other address as notified in writing to the Board by the Agent.

17.4 Any consent or approval under this Agreement is required to be obtained before the act or event to which it applies is carried out or done and is to be treated as effective only if the consent or approval is given in writing.

17.5 Any notification required pursuant to this Agreement is to be treated as effective only if given in writing.

18 SURVIVORSHIP

Notwithstanding any other terms of this Agreement, Clauses 2.7, 10.6 to 10.9 (inclusive), 11.2, 11.3 and 11.5 of this Agreement together with any other clauses necessary to give effect to the same shall survive termination of this Agreement.

19 **GOVERNING LAW**

- 19.1 This Agreement is governed by the laws of Scotland. The parties agree that the Court of Session in Scotland shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of that court.

IN WITNESS WHEREOF this Agreement consisting of this page and the preceding pages is executed as follows:

Executed for and on behalf of
GREATER GLASGOW HEALTH BOARD

at
on the day of
by

.....
Authorised Signatory

.....
Signatory Full Name

.....
Authorised Signatory

.....
Signatory Full Name

EXECUTED for and on behalf
of **ROBERTSON HEALTH (GARTNAVEL) LIMITED**

at
on the day of
by

.....
Director
in the presence of this witness

.....
Full Name

.....
Witness

.....
Witness Full Name

.....
Witness Address

EXECUTED for and on behalf
of **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**

at
on the day of
by

.....
Authorised Signatory
in the presence of this witness

.....
Full Name

.....
Witness

.....
Witness Full Name

.....
Witness Address