

SCHEDULE PART 30

This is the Schedule Part 30 comprising the Ancillary Rights referred to in the Project Agreement relating to the design, financing, and construction of, and the provision of services at

the Stobhill Local Forensic Psychiatric Unit

between

Greater Glasgow Health Board

and

Stobhill Healthcare Facilities Limited

SCHEDULE PART 30 ANCILLARY RIGHTS

In this Part 30 to the schedule, Capitalised terms defined in the Licence shall have the same meaning where used in this Part 30

In this Part 30 of the Schedule, references to "the Retained Land" mean the relevant part or parts of Stobhill General Hospital so far as situated outwith the Site and over which the following rights are stated to be exercised:-

PART 1: CONSTRUCTION PHASE

- 1 The Licensor grants in favour of Project Co and the Project Co Parties the following rights during the construction phase, being the period from the Commencement Date until the Actual Completion Date (the "Construction Phase") for the Authorised Purpose:-
 - 1.1 a right of access over, to, through, from and to carry out works on, under and over the Retained Land for the purposes of installing and laying telecommunications wires, cables, appliances and other necessary apparatus serving the Facilities to and from the clock tower (the "Clock Tower") shown marked as such on the Plan contained in Part 3 of this Part 30 of the Schedule ("the Plan") along the route shown marked by a dashed line, and coloured blue and marked 'route to clock tower' on the Plan or such other route as may be agreed between Project Co, the Board and the Licensor, each party acting reasonably;
 - 1.2 a right of pedestrian and vehicular access for all necessary purposes to and from the Site over and across the internal roadways within the Retained Land by the most direct route from the nearest public road to either of the points marked 'Alternative access through existing hospital' as marked on the Plan, and from those points to and from the Site provided that such right:-
 - 1.2.1 may only be exercised in the event that the main entrance to the Site is at any time blocked in whole or in part or access otherwise impeded due to protestor action; and
 - 1.2.2 is subject to obtaining the prior agreement of the Board as to the timing, manner and extent to which such alternative access may be used by Project Co.
- 2 The Licensor grants in favour of Project Co and the Project Co Parties a right of pedestrian and vehicular access over and across those parts of the Retained Land extending to a distance of 15 metres from the northmost and eastmost boundaries of the Site as such parts are shown hatched on the Plan for the purpose of enabling vehicles and other machinery to manoeuvre and operate adjacent to the boundary of the Site for all necessary purposes in connection with the Works and carrying out the Works provided that such right:-
 - 2.1 may only be exercised by Project Co or any Project Co Party for the period specified in the Programme under activity 7 ; and
 - 2.2 shall, in the event of commencement of works by the Licensor in connection with the development of those parts of the Retained Land over which the

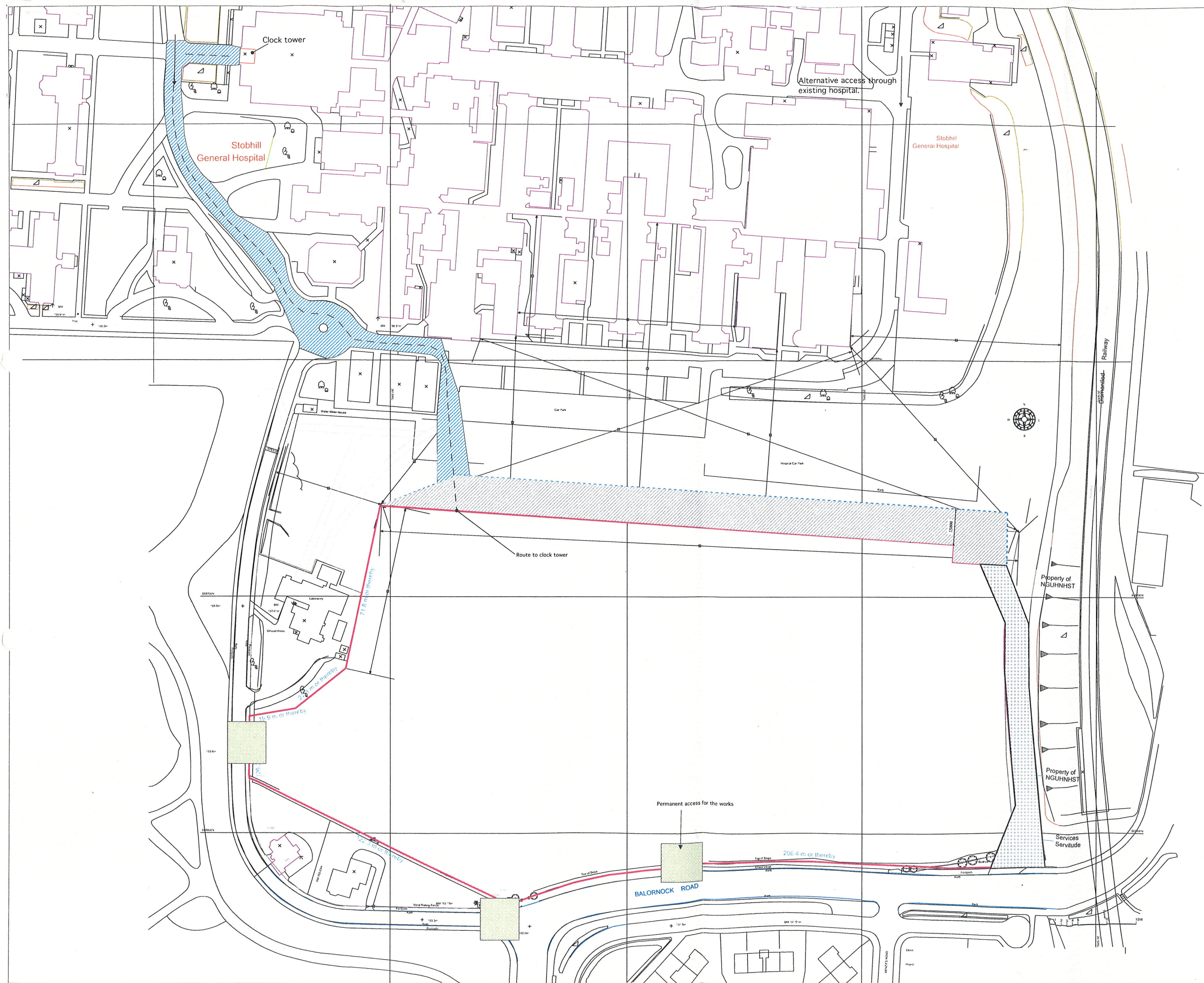
foregoing right is to be exercised prior to completion of the relevant Works, be exercised so as to cause the minimum practicable disruption to the carrying out and progress of such development.

- 3 The Licensor grants in favour of Project Co and the Project Co Parties a right of pedestrian and vehicular access over and across those parts of the private roadway forming part of the Retained Land situated immediately to the west of the Site as shown boxed and coloured green on the Plan for the purpose of enabling vehicles and other machinery to manoeuvre and operate adjacent to the boundary of the Site in order to facilitate the construction of and in order to form the access to the Site provided that such right may only be exercised by Project Co or any Project Co Party for the period specified in the Programme under activity 9.
- 4 In exercising the foregoing rights Project Co and as the case may be the Project Co Parties shall use reasonable endeavours to minimise, in so far as it is reasonably practicable to do so, any disturbance or disruption to the Retained Land, making good all damage which is thereby caused to the Retained Land and shall be entitled to enter upon those parts of the Retained Land which are immediately adjacent to the areas shown hatched and referred to in clause 2 above, only where it is necessary in order to comply with relevant Health & Safety requirements.

PART 2: OPERATIONAL TERM

The Ministers grant Project Co the right (which may be exercised by the Service Provider and Service Provider Subcontractors) during the Operational Term for the Authorised Purpose to use the FM Room/ Office numbered 230 on the drawings forming part of the Contractor's Proposals as at the date of this Agreement or such other equivalent accommodation as shall be required by Project Co for its sole purposes in order for Project Co to perform the Services and the Board acknowledges that it does not require operational use of such accommodation.

PART 3: THE PLAN

[illegible]