

INDEPENDENT TESTER VARIED SERVICES LETTER

22 February 2019

Dear Sirs

LOTHIAN HEALTH BOARD ("the **Board**");
IHS LOTHIAN LIMITED ("Project Co");
ARCADIS LLP (previously EC HARRIS LLP) (the **"Independent Tester"**);

Royal Hospital for Sick Children, Child and Adolescent Mental Health Service and the Department of Clinical Neurosciences in a single building adjoining the Royal Infirmary of Edinburgh at Little France at the Site and Off-Site (the "Project")

The Board and Project Co entered into the Project Agreement in respect of the Project. The Board and Project Co have agreed to amend and supplement the Project Agreement (the **"PA Settlement Agreement"**) on or around the date of this letter, and as a result of the PA Settlement Agreement the Board and Project Co have agreed to vary the Services of the Independent Tester.

Terms used in this letter have the meanings given to them in the PA Settlement Agreement. Any references to the Project Agreement shall be deemed to be references to the Project Agreement as amended and supplemented by the PA Settlement Agreement.

1. Pursuant to Clause 3 of the Independent Tester Contract amongst (amongst others) the Board, Project Co and the Independent Tester, we hereby instruct the Independent Tester to perform the following Varied Services:-
 - 1.1 issue the Certificate of Practical Completion pursuant to Clause 17.12 (Completion Certificate) of the Project Agreement when he is satisfied that the Facilities and the Retained Estate Handback Infrastructure are complete in accordance with the Completion Criteria as amended by the Agreed Resolution and the other relevant provisions of the Project Agreement (as amended) notwithstanding:
 - 1.1.1 any requirement to procure the completion of: (a) the Post Completion Works in accordance with Clause 6.11 of the PA Settlement Agreement; (b) the Outstanding Works; and/or (c) the RDD Status C Submitted Items;
 - 1.1.2 the dispute between the Parties regarding the Concrete Specification, De-Watering, Geotechnical Reports, Submains Schedule and the Energy Centre Lighting Calcs;
 - 1.1.3 that there are Snagging Matters;
 - 1.2 certify the relevant works comprising Milestone 2, Milestone 3, and/ or Milestone 4 as the case may be as complete when the Independent Tester is satisfied that the works comprising Milestone 2, Milestone 3 and/ or Milestone 4 (as applicable) are complete in accordance with the relevant Post Completion Works Completion Criteria and all other relevant provisions of the Project Agreement (as amended by SA1) notwithstanding:
 - 1.2.1 any requirement to procure the completion of: (a) the other Post Completion Works (to the extent not yet complete); (b) the Outstanding Works (to the extent not yet complete); and/or (c) the RDD Status C Submitted Items;
 - 1.2.2 the dispute between the Parties regarding the Concrete Specification, De-Watering, Geotechnical Reports, Submains Schedule, the Energy Centre Lighting Calcs and any other disputes which arise after the SA1 Effective Date or any Future Claims;

- 1.2.3 that there are Snagging Matters;
 - 1.2.4 that there are any defects in the Works not forming part of the applicable Post Completion Works;
 - 1.3 issue certificates to the Board and Project Co confirming achievement of Milestone 2, Milestone 3 and Milestone 4 as the case may be; and
 - 1.4 certify the relevant works comprising the Outstanding Works as complete when the Independent Tester is satisfied that the Outstanding Works are complete in accordance with the Outstanding Works Completion Criteria and all other relevant provisions of the Project Agreement (as amended by SA1) notwithstanding:
 - 1.4.1 any requirement to procure the completion of: (a) the Post Completion Works (to the extent not yet complete); (b) the Outstanding Works Exclusions; and/or (c) the RDD Status C Submitted Items;
 - 1.4.2 the dispute between the Parties regarding the Concrete Specification, De-Watering, Geotechnical Reports and Submains Schedule, any other disputes which arise after the SA1 Effective Date or any Future Claims;
 - 1.4.3 that there are Snagging Matters;
 - 1.4.4 that there are any defects in the Works not forming part of the applicable Outstanding Works;
- 1.5 familiarise himself with the PA Settlement Agreement in order to issue a Certificate of Practical Completion in accordance with Paragraph 1.1 above, certify completion of the Outstanding Works in accordance with Paragraph 1.4 above, and certify Milestone 2, Milestone 3 and Milestone 4 in accordance with Paragraph 1.2 above.
2. The Parties have enclosed a copy of Part 1 of the Schedule (Technical Schedule), a copy of Part 2 of the Schedule (Technical Schedule Documentation), a copy of Part 5 of the Schedule (Post Completion Works) and a copy of Part 6 of the Schedule (Outstanding Works) of the PA Settlement Agreement.
3. The Independent Tester acknowledges that no representations or comments concerning compliance of the Works forming part of Part 1 of the Schedule (Technical Schedule) of the PA Settlement Agreement and/ or the Post Completion Works forming part of Part 5 of the Schedule (Post Completion Works) of the PA Settlement Agreement shall be made to the Independent Tester by any party to the Independent Tester's Appointment provided that the Independent Tester is entitled to request or invite any such party to make representations or comments and/or to require information from any of such parties. In the event of such request or invitation and/or requirement for information to the Board or Project Co, the Board or Project Co (as the case may be) shall be obliged to respond to such request or invitation and provide the information required.
4. All oral representations and/or comments to the Independent Tester on compliance of the Works with the Project Agreement (under exclusion of the Works forming part of Part 1 of the Schedule (Technical Schedule) of the PA Settlement Agreement and/ or the Post Completion Works forming part of Part 5 of the Schedule (Post Completion Works) of the PA Settlement Agreement) shall be made at meetings with the Independent Tester, such meetings to take place twice weekly, or on such other date or such frequency as may be agreed at the said meetings, or as may be reasonably requested in writing by the Independent Tester or Project Co or the Board.
5. Any written submissions and/or comments to the Independent Tester concerning compliance of the Works with the Project Agreement (under exclusion of the Works forming part of Part 1 of the Schedule (Technical Schedule) of the PA Settlement

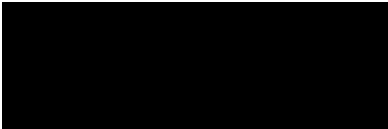
Agreement and/ or Part 5 of the Schedule (Post Completion Works) of the PA Settlement Agreement) shall be discussed at the meeting immediately following issue of the written submission and or comment.

6. Project Co shall procure that the Contractor shall issue commissioning and testing methodology for the Post Completion Works to the Independent Tester and the Board's Representative not less than five (5) Business Days prior to the date when Project Co (acting reasonably) considers that the Contractor shall commence the Post Completion Works commissioning.
7. By signature of this letter Project Co, the Board and the Independent Tester agree that the Services shall be varied as set out above.

Signed for and on behalf of Project Co's Representative



Signed for and on behalf of the Board's Representative



Receipt of Independent Tester Varied Services Letter acknowledged for and on behalf of the Independent Tester

