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LOAN AGREEMENT

among

- (1) **THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**, acting through its office at New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN in its own right and as agent, account bank and security trustee (which in its own right and as such agent for the Banks, account bank and security trustee for the Finance Parties, and whose successors and assignees in its own right and/or as such agent and security trustee is/are hereinafter referred to as **the Bank, the Agent, the Account Bank and the Security Trustee** respectively);
- (2) **ROBERTSON HEALTH (GARTNAVEL) LIMITED**, a company incorporated under the Companies Acts with registered number SC271565 and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 6AE (**the Borrower**); and
- (3) **ROBERTSON HEALTH (GARTNAVEL) HOLDINGS LIMITED**, a company incorporated under the Companies Acts with registered number SC275430 and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 6AE (**Holdings**).

WHEREAS:

- (A) The Board has entered into the Project Agreement with the Borrower pursuant to which the Borrower has undertaken to design, build, finance and then operate the Facilities for an initial period of 30 years.
- (B) The Banks have agreed to make the Loan available to the Borrower on the terms and conditions set out in this Agreement.
- (C) Holdings (as the holding company of the Borrower) has agreed to guarantee the obligations of the Borrower under the Financing Documents.

PART 1

INTERPRETATION

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Account Bank means the Governor and Company of the Bank of Scotland or any other person with whom the Project Accounts are maintained under Clause 15;

Advance shall mean the principal amount of each borrowing by the Borrower under this Agreement or the principal amount thereof for the time being outstanding or, as the context may require, each part of such principal amount having a separate Interest Period;

Affiliate means any person's holding company or Subsidiary (or other Subsidiary of a holding company);

Agreed Form means documents either (i) in a form previously agreed in writing by or on behalf of the Agent and the Borrower, or (ii) in a form substantially as set out in any schedule to any Financing Document, or (iii) if not falling into either of these categories, in form and substance satisfactory to the Agent acting reasonably;

Annual Operating Budget means the operating budget dated on or around the Execution Date and approved by the Agent, detailing Operating Costs to be incurred for each six month period following the Completion Date as such budget may be amended from time to time pursuant to the procedure set out at Clause 16 (*Project Forecasts*);

Applicable Margin means, in the case of the Facility:

- (a) 1.05% per annum for the period from the Effective Date to the Actual Completion Date; and
- (b) 1% per annum thereafter,

and, in the case of the DSR Facility, 1.5% per annum;

Application for Interim Payment means an application issued by the Contractor pursuant to and in terms of Clause 30.3 of the Construction Contract;

Architect means MacMon Limited (Company number SC273163) of 113 St. George's Road, Glasgow, G3 6JA or such other architect as may be appointed by the Borrower with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

Assumptions means the Economic Assumptions, the Technical Assumptions and/or such other assumptions as may be agreed between the Borrower and the Agent or as the Independent Expert shall determine in accordance with Clause 16.3 (*Procedures for Determining Assumptions for Project Forecasts*) should be taken into account in the production of the Project Forecasts;

Auditors means KPMG or such other firm of independent auditors as may be appointed as auditors of the Borrower with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

Available Commitment means, at any time, the Commitment less the principal amount of the Loan at such time;

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;

Banks means The Governor and Company of the Bank of Scotland as initial Bank and any assignee or transferee lender becoming a Bank pursuant to Clause 24.3 (*Assignment and Transfer by the Finance Parties*);

Banks Consultants means the Banks Technical Adviser, the Banks Insurance Adviser and the Banks Model Auditors and such other consultants as the Banks may appoint in connection with the Project and/or the Project Documents;

Banks Insurance Adviser means Marsh or such other person as the Agent may at any time appoint to perform such role;

Banks Model Auditors means KPMG or such other person as the Agent may at any time appoint to perform such role;

Banks Technical Adviser means Davis Langdon LLP or such other person as the Agent may at any time appoint to perform such role;

Borrowings means, in respect of any person, all indebtedness and liabilities, whether present or future, actual or contingent incurred in respect of:

- (i) money borrowed or raised from any source;
- (ii) any bonds, notes, loan stock, debenture or similar instruments;
- (iii) acceptance credits, note purchase facilities, discounting facilities, bills of exchange or documentary credits;
- (iv) the capital element of obligations under or in respect of finance leases;
- (v) guarantees, indemnities or other assurances against financial loss; and
- (vi) amounts raised or obligations incurred in respect of any other transaction which has the commercial effect of borrowing (including, without limitation, forward sale or purchase agreements, leases, hire purchase and conditional sale agreements);

Business Day means any day (other than a Saturday or a Sunday) on which clearing banks are open for normal business in London and Edinburgh and on which Sterling deposits may be dealt in on the London interbank market;

Cash Available for Debt Service means in respect of any period, (i) Project Revenues and Liquidated Damages for such period *less* (ii) amounts required or shown in the most recent Project Forecast as being required for the purposes of working capital during such period and (iii) Operating Costs (but excluding the items referred to in (iv) paragraph (iii) of the definition of Operating Costs, (v) any amount required or shown in the most recent Project Forecast as required to be paid pursuant to the Construction Contract, (vi) capital expenditure funded by insurance proceeds applied on rectification or replacement of any asset and (vii) capital expenditure which the Borrower has incurred in implementing a Variation if the additional finance required for such

capital expenditure was obtained by the Borrower and the Service Payments adjusted accordingly under the provisions of Part 22 of the Schedule to the Project Agreement to reflect the costs of that additional finance);

Cash Lock-Up Period means the period from (and including):

- (i) any Reference Date as at which it is determined that the Debt Service Cover Ratio does not or will not exceed 1.10:1 as at that and/or any of the next successive four Reference Dates and/or the Loan Life Cover Ratio does not exceed 1.15 as at that and/or any of the next successive six Reference Dates, until
- (ii) any Reference Date as at which it is determined that the conditions specified in paragraph (i) above no longer apply,

all as determined by reference to a Project Forecast and assuming that any proposed distribution in those periods will be made;

Cash Sweep Amount means, as at each Reference Date during a Cash Sweep Period, the remaining balance of the Proceeds Account (after transfer or payment of all amounts referred to in Clause 15.7.3.1 to 15.7.3.4 inclusive);

Cash Sweep Period means the period from (and including):

- (i) the third Reference Date to occur during a Cash Lock-Up Period; until
- (ii) the end of that Cash Lock-Up Period;

Civil and Structural Engineers means URS Corporation Limited of 243 West George Street, Glasgow, G1 4QE or such other civil and structural engineers as may be appointed by the Borrower with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

Collateral Warranties means the collateral warranties in favour of the Agent from the Architect, the Civil and Structural Engineers, the Planning Supervisor, the Mechanical and Electrical Engineers and the Independent Tester;

Commitment means the aggregate commitment of all the Banks of up to (i) eighteen million eight hundred thousand pounds Sterling (£18,800,000) in respect of the Facility and (ii) one million three hundred thousand pounds Sterling (£1,300,000) less the amount (if any) standing to the credit of the Debt Service Reserve Account in respect of the DSR Facility, or, as the context may require, the Commitment of an individual Bank, during the Commitment Availability Period;

Commitment Availability Period means the period from the Effective Date to (in the case of the Facility) the earlier of (i) the date falling 2 months after the Actual Completion Date and (ii) the Longstop Date and (in the case of the DSR Facility) the date falling 6 months before the Maturity Date;

Compensation Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Compensatory Payments means:

- (i) any sum paid to or for the account of the Borrower in respect of the partial or total nationalisation, expropriation, compulsory purchase or requisition of the Facilities or any interest in them;
- (ii) any sum paid to or for the account of the Borrower in respect of the release, inhibition, modification, suspension or extinguishment of any rights, easements, wayleaves or covenants enjoyed by or benefiting the Facilities, or the imposition of any restrictions affecting the Facilities, or the grant of any easement, wayleaves or rights over or affecting the Facilities; and
- (iii) any sum paid to or for the account of the Borrower in respect of the refusal, revocation, suspension or modification of any consent or other official permission, consent authorisation or exemption subject to conditions, or any other official order or notice restricting the construction or operation of the Facilities;

Compliance Certificate means a certificate of the Borrower substantially in the form of Part 12 of the Schedule duly completed;

Consents means any consent or authorisation required to be obtained for or in connection with:

- (i) the entry into and the performance of each of the Relevant Documents;
or
- (ii) the construction and/or operation of the Project and any of the Works, Car Park Works and Final Works as contemplated by the Relevant Documents;

Construction Bond means the performance bond in the Agreed Form dated on or about the Execution Date granted in favour of the Borrower by a financial institution acceptable to the Agent;

Construction Contract means the contract dated on or about the Execution Date for the design and construction of the Works entered into or to be entered into between the Borrower and the Construction Contractor;

Construction Contractor means Robertson Construction Central Limited (Company No SC249933), or any permitted successor or assignee as the building contractor under the Construction Contract;

Construction Costs means in respect of the Project:

- (i) all costs, expenses and fees properly incurred by the Borrower in connection with the development, design, construction, testing and operation of the Works under the Construction Contract prior to or on the date of issue of the Notice of Completion of Making Good Defects in all respects in accordance with the Relevant Documents;
- (ii) all fees properly paid by the Borrower to secure the Consents in respect of the period prior to or on the Actual Completion Date;

- (iii) all fees properly paid by the Borrower to statutory undertakers and professional advisers prior to or on the Actual Completion Date;
- (iv) premiums paid by the Borrower in respect of the Insurances prior to or on the Actual Completion Date;
- (v) taxes paid by the Borrower prior to or on the Actual Completion Date;
- (vi) Financing Costs and Financing Principal paid by the Borrower prior to or on the Actual Completion Date or, in terms of this Agreement, Financing Costs accrued but unpaid prior to the first Repayment Date;
- (vii) fees and expenses paid in accordance with the Financing Documents prior to or on the Actual Completion Date, including by way of reimbursement of the fees of the Banks Consultants and the legal and other professional advisers of the Bank; and
- (viii) any other costs shown in the Original Financial Model as payable prior to or on the Actual Completion Date or otherwise agreed in writing by the Agent as Construction Costs for the purposes of this Agreement,

together in each case with VAT thereon;

Controls Matrix means the matrix of lender controls of discretions of the Borrower in respect of the Project Documents set out in Part 10 of the Schedule;

Debt Service Cover Ratio means as at any Reference Date and (in the case of current and future Reference Periods) determined by reference to the relevant Project Forecast, the ratio of:

- (i) the Net Cash Flow, or the Net Cash Flow and Projected Net Cash Flow (in the case of the current Reference Period where the relevant Reference Date is the most recent Reference Date), in respect of such Reference Period or the Projected Net Cash Flow alone (in the case of Reference Periods thereafter); to
- (ii) Debt Service Requirement and/or Projected Debt Service Requirement (as the case may be) for such Reference Period;

Debt Service Requirement means, in respect of any historic Reference Period, the aggregate of all amounts paid or payable by the Borrower in respect of (i) Financing Principal and (ii) Financing Costs (other than amounts referred to in paragraph (ii) in the definition of Financing Costs);

Debt Service Reserve Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Debt to Equity Ratio means the ratio of the Loan to the aggregate issued amount of the Equity and the Loan Stock on any given date;

Default Rate means the rate of interest specified in Clause 5.5;

Direct Agreements means:

- (i) the Lenders Board Direct Agreement;
- (ii) the Lenders Construction Direct Agreement; and
- (iii) the Lenders FM Direct Agreement;

Distribution means any payment, repayment, redemption, dividend, discharge by way of set-off, counter-claim or otherwise or other distribution, whether in cash or in kind made by or on behalf of the Borrower to Holdings or any Shareholder or to any holder of the Loan Stock;

Distribution Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Drawdown means the drawing of an Advance under this Agreement;

Drawdown Date means the date or proposed date of an Advance;

Drawdown Notice means a drawdown notice in substantially the form set out in Part 2 of the Schedule;

DSR Advance means an Advance under the DSR Facility;

DSR Facility means the debt service reserve facility made available pursuant to this Agreement;

DSRA Required Level means, as at any Reference Date, a credit balance of not less than the amount of all Projected Debt Service Requirement, but only for the period up to and including the date falling six (6) months after such Reference Date;

Economic Assumptions means those initial economic assumptions set out in Part 7A of the Schedule (*Initial Economic Assumptions*) and any other economic assumptions agreed or determined in accordance with Clause 16.3 (*Procedures for determining Assumptions for Project Forecasts*);

Effective Date means the date notified in writing by the Agent to the Borrower on which all the conditions precedent specified in Clause 3 (*Conditions Precedent*) and Part 1 of the Schedule (*Conditions Precedent*) have been satisfied or waived;

Environmental Law means any common, civil or criminal law, statute, regulation, rule, order, consent, decree, code of practice, circular, guidance notes and the like which relates to or otherwise imposes liability or standards of conduct concerning discharges or releases of any noises, odours, pollutants, contaminants or hazardous or toxic wastes, substances or materials into air, water or land, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleaning, transport or handling of pollutants, contaminants or hazardous or toxic wastes, substances or materials;

Environmental Permits means any consent, approval, ruling, authorisation, exemption, licence or permit required by or pursuant to any Environmental Law;

Equity means the nominal share capital of the Borrower (including any amount on share premium account) or any part thereof (including, without limitation, ordinary, preference, deferred or redeemable shares whether or not voting rights attach thereto);

Event of Default means any of the events described in Clause 13 (*Events of Default*);

Execution Date means the date of execution of this Agreement by all parties;

Facility means the term loan facility made available pursuant to this Agreement;

Facility Period means the period from the Execution Date until no actual or contingent obligations are owed or capable of being owed by the Borrower to any Finance Party under any Financing Document;

Fee Letters means each of the letters from the Agent to the Borrower and agreed and acknowledged by the Borrower dated on or about the Execution Date regarding the arrangement and underwriting, non-utilisation and management fees respectively;

Finance Parties means together the Agent, the Security Trustee, the Banks and the Hedging Counterparty;

Financial Model means the Original Financial Model as amended from time to time in accordance with this Agreement;

Financial Year means the accounting reference period (within the meaning of Part VII of the Companies Act 1985) of the Borrower and Holdings which shall be 1 April to 31 March;

Financing Costs means, in respect of any period, the aggregate of:

- (i) amounts of interest or in the nature of interest under this Agreement (including without limitation default interest and amounts payable under Clauses 8 (*Payments and Illegality*), 9 (*Increased Costs*) and 14 (*Indemnity, Breakage Costs and Mitigation*));
- (ii) all commitment, arrangement and other fees under this Agreement and the Fees Letter; and
- (iii) net payments made by the Borrower under any interest rate hedging agreements entered into by the Borrower with the consent of the Agent less any net payments received by the Borrower under such agreements;

in each case paid or payable (without double counting) during that period;

Financing Documents means:

- (i) this Agreement;
- (ii) the Security Documents;
- (iii) the Direct Agreements;
- (iv) the Subordination Agreement;
- (v) the Hedging Agreement; and
- (vi) the Fees Letter;

and any other agreement, deed, document or letter setting out the terms of or constituting any Indebtedness of the Borrower and/or Holdings to the Banks together with any documents ancillary or relating to all or any of them;

Financing Principal means amounts of principal or in the nature of principal paid or payable (but without double counting and ignoring for this purpose any prepayment or proposed prepayment) under this Agreement in the relevant period;

FM Contract means the contract entitled FM Agreement dated on or around the Execution Date between the Borrower and the FM Contractor in relation to the provision of the Services;

FM Contractor means Robertson Facilities Management Limited (Company No. SC185956) or any permitted successor or assignee as the provider of the Services pursuant to the FM Contract;

Funding Shortfall means a determination by the Agent (acting reasonably in consultation with the Banks Technical Adviser) that, at any time prior to the Actual Completion Date, the amount of all liabilities of the Borrower (projected and estimated by the Agent in consultation with the Banks Technical Adviser) to make future payments in order to ensure that the Actual Completion Date occurs on or before the Longstop Date, exceeds the aggregate at such time of:

- (i) the aggregate of the Available Commitments which are available for Project Costs in accordance with the purpose of the Facility pursuant to Clause 2.2 (*Facility Purpose*);
- (ii) any amount then standing to the credit of the Project Accounts which the Agent determines to be available for funding any such projected and estimated liabilities and which are not required in order to achieve or maintain a credit balance on any Project Account which is required pursuant to Clause 15 (*Project Accounts*); and
- (iii) any other Project Revenues receivable by the Borrower during the period to the Completion Date;

GAAP means, at any relevant time, generally accepted accounting principles and practices in the UK at that time;

Hazardous Substances means any noise, odour, pollutant or any flammable, combustible, explosive, infectious, corrosive, caustic, irritant, sensitising, carcinogenic or radioactive material or hazardous or toxic waste, substance or material which a reasonably prudent person would regard as being or being likely to be hazardous or dangerous or likely to cause harm;

Hedging Agreement means the interest rate hedging agreement (including the counter indemnity granted by the Borrower in favour of The Governor and Company of the Bank of Scotland in relation thereto) entered into by the Borrower in respect of the Loan;

Hedging Counterparty means a person in its capacity as hedging counterparty with whom the Borrower enters into a Hedging Agreement approved by the Agent, and includes the Governor and Company of the Bank of Scotland as guarantor of the obligations of the Borrower owed to HBOS Treasury Services plc and its successors and assigns in that capacity;

Holdings Equity means the nominal share capital of Holdings (including any amount on share premium account) or any part thereof (including, without limitation, ordinary, preference, deferred or redeemable shares whether or not voting rights attach thereto);

Holdings Loan Stock means the £1,419,000 15% Unsecured Subordinated Loan Stock 2035 of Holdings constituted by the Holdings Loan Stock Instrument;

Holdings Loan Stock Instrument means the instrument dated on or around the Execution Date by Holdings constituting the Holdings Loan Stock;

Indebtedness means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent;

Independent Expert has the meaning given in Clause 16.3 (*Procedures for Determining Assumptions for Project Forecasts*);

Independent Tester means Davis Langdon LLP or such other person as may be jointly appointed by the Borrower and the Board to perform such role with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

Insurance Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Insurance Programme means the insurance programme detailed in Part 5 of the Schedule, Appendix 4, revised at any time and from time to time by the Agent in consultation with the Banks Insurance Adviser;

Insurances means the insurances effected or to be effected by the Borrower pursuant to and in accordance with the Insurance Programme and all additional or replacement insurances in respect of the Project or the Borrower and/or any Material Project Party in which the Borrower has an interest;

Intellectual Property means patents, trade marks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trade marks, and service marks, copyrights, designs, know-how and inventions and other intellectual property rights (including rights in computer software), rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing including, without limitation, the Borrower's rights in and to the Financial Model;

Interest Payment Date means the last day of each Interest Period;

Interest Period means any period determined in accordance with Clause 5 (*Interest*) by reference to which interest is to be calculated on each Advance;

Interim Forecast means a Project Forecast prepared by the Borrower pursuant to Clause 16.1 (*Forecasts*);

Interim Reference Date means a Reference Date specified by the Agent for the purposes of an Interim Forecast;

Lenders Construction Direct Agreement means the direct agreement in the Agreed Form among the Agent, the Borrower, the Construction Contractor and RGL dated on or around the Execution Date;

Lenders FM Direct Agreement means the direct agreement in the Agreed Form among the Agent, the Borrower, the FM Contractor and RGL dated on or around the Execution Date;

Lenders Board Direct Agreement means the direct agreement designated Funders Direct Agreement in the Agreed Form among the Board, the Agent and the Borrower dated on or around the Execution Date;

LIBOR means, in relation to any Interest Period, the rate of interest quoted by the Agent to leading banks in the London Inter-bank Market at or about 11.00 am (London time) on the first Business Day of that Interest Period in an amount comparable to the amount for which the rate is to be determined and for a period equal to that Interest Period, as determined by the Agent;

Liquidated Damages means any liquidated damages payable to the Borrower under any Relevant Document at any time;

Loan means the aggregate amount of all Advances (including capitalised interest) for the time being and from time to time outstanding under this Agreement;

Loan Life Cover Ratio means as at any Reference Date and determined by reference to the relevant Project Forecast, the ratio of:

- (i) the sum of (a) the Net Present Value of Projected Net Cash Flow for the remaining period of the Loan as shown in the Project Forecast, (b) the amount (if any) standing to the credit of the Proceeds Account to the extent projected to be available to pay the Financing Principal under Clause 15.7.3.3 and Financing Costs under Clause 15.7.3.2 and

(c) the amount (if any) standing to the credit of the Operating Account, to

(ii) the Loan;

Loan Stock means the £1,419,000 15% Unsecured Subordinated Loan Stock 2035 of the Borrower constituted by the Loan Stock Instrument;

Loan Stock Instrument means the instrument dated on or around the Execution Date by the Borrower constituting the Loan Stock;

Longstop Date means the date falling 12 months after the Completion Date;

Maintenance Reserve Account means the bank account so designated and operated pursuant to Clause 15 (*Project Account*);

Majority Banks means Banks to whom the amount of outstanding Advances attributable to such Banks exceeds 66 2/3% of the total outstanding Advances at that time;

Management Accounts means quarterly management accounts for the Borrower in Agreed Form;

Material Adverse Effect means any effect which, in the opinion of the Agent might be expected to (i) affect the ability of the Borrower to comply with any of its obligations under this Agreement or under any other Financing Document; (ii) affect the ability of any Material Project Party to any Financing Document to comply with any of its material obligations thereunder; or (iii) otherwise have a material adverse effect on the business, assets or financial condition of the Borrower;

Material Project Party means:

- (i) the Borrower;
- (ii) the Board;
- (iii) the Construction Contractor, for so long as it has any obligations to the Borrower under the Construction Contract;
- (iv) the FM Contractor;
- (v) Holdings;
- (vi) Euler Hermes Guarantee plc for so long as it has any obligations to the Borrower under the Construction Bond; and
- (vii) RGL, for so long as it has any obligations to the Security Trustee under the RGL Guarantee;

Maturity Date means the last Repayment Date specified in the Repayment Schedule;

Mechanical and Electrical Engineers means Wallace Whittle of 166 Great Western Road, Aberdeen, AB10 6QE or such other mechanical and electrical

engineers as may be appointed by the Borrower with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

MLA Costs means the cost to the Banks (including any fees payable by the Banks in respect thereof) of complying with the requirements of the Bank of England, the FSA or other regulatory authority affecting cash ratio deposits, special deposits or other requirements of whatever nature and attributable to an Advance to be computed on the first day of the relevant Interest Period in accordance with Part 6 of the Schedule (*Mandatory Costs*);

Net Cash Flow means, in respect of any period, Cash Available for Debt Service *less* payments made to the Maintenance Reserve Account (other than any such payments financed by the final Drawdown) *plus* payments made from the Maintenance Reserve Account;

Net Present Value means, in relation to any forecast amount falling due after a Reference Date, an amount equal to such forecast amount discounted back to such Reference Date on a mid-point basis using a discount rate which is the same rate as the fixed rate under the Hedging Agreement plus applicable MLA Costs and Applicable Margin at the time the relevant discounting is calculated;

Notice of Completion of Making Good Defects has the meaning given in Clause 22.16 of the Construction Contract;

Operating Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Operating Costs means, in respect of any period following the Actual Completion Date, the amounts paid or forecast to be paid by the Borrower during such period in connection with the operation and maintenance of the Project and the Facilities (not being Construction Costs), including:

- (i) sums properly paid or payable pursuant to the Project Documents;
- (ii) taxes paid or payable;
- (iii) Financing Costs and Financing Principal and all other amounts paid or payable to the Finance Parties under or in connection with any Financing Document;
- (iv) premiums in respect of the Insurances paid or payable during such period;
- (v) all rates (or similar taxes) paid or payable in respect of the Site;
- (vi) capital expenditure incurred or forecast to be incurred in the normal course of operations; and
- (vii) all other fees and expenses paid or projected in the Project Forecast as payable following the Completion Date for the continued operation and maintenance of the Project and the Facilities,

together, in each case, with any VAT paid thereon;

Original Financial Model means the original Financial Model prepared by the Borrower, in a format and layout acceptable to the Agent and delivered to the Agent pursuant to Clause 3.1 (*Conditions Precedent*);

Party means a party to this Agreement, including successors and assignees;

Permitted Borrowings means (i) all Indebtedness of the Borrower to the Finance Parties from time to time, (ii) the Loan Stock, (iii) trade accounts arising in the ordinary course of business and amounts due and owing under the Relevant Documents and (iv) Indebtedness incurred with the prior written consent of the Agent;

Permitted Security Interest means (i) the Security Interests created pursuant to the Security Documents, (ii) Security Interests arising by operation of law, (iii) Security Interests arising under retention of title arrangements in respect of the purchase of goods in the ordinary course of business and (iv) Security Interests granted with the prior written consent of the Agent;

Planning Supervisor means MacKenzie Partnership of 20 North Claremont Street, Glasgow, G3 7LE or such other planning supervisor as may be appointed by the Borrower with the consent of the Agent pursuant to Clause 11.4.20 (*Project Personnel*);

Potential Event of Default means the occurrence of any event which, with the giving of notice and/or the lapse of time and/or the making of any determination, or the fulfilment of any condition, would constitute an Event of Default;

Proceeds Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Project means the design, construction and financing of the Works and operation and financing of the Facilities and the provision of the Services pursuant to the Relevant Documents;

Project Accounts means the Distribution Account, the Proceeds Account, the Operating Account, the Debt Service Reserve Account, the Insurance Account, the Compensation Account, the Maintenance Reserve Account and the Tax Loss Sale Proceeds Account as specified in Clause 15 (*Project Accounts*) and any other bank account operated by the Borrower so designated with the consent of the Agent from time to time;

Project Agreement means the agreement so entitled dated on or around the Execution Date among the Borrower and the Board in relation to the Project;

Project Costs means the Construction Costs and the Operating Costs;

Project Documents means:

- (i) the Project Agreement;
- (ii) the Licence;
- (iii) the Construction Contract;

- (iv) the FM Contract;
- (v) the Interface Agreement;
- (vi) the Independent Tester Contract;
- (vii) the Insurance Proceeds Account Agreement;
- (viii) the Support Services Agreement;
- (ix) the RGL Guarantee;
- (x) the Construction Bond;
- (xi) the Memorandum and Articles of Association of the Borrower;
- (xii) the Memorandum and Articles of Association of Holdings;
- (xiii) the Loan Stock Instrument;
- (xiv) the Holdings Loan Stock Instrument; and
- (xv) the Shareholders Agreement;

Project Forecast means a project forecast prepared pursuant to Clause 16 (*Project Forecasts*) and includes an Interim Forecast and a reference to the Project Forecast shall be as deemed to be a reference to the most recent Project Forecast;

Project Revenues in respect of any period means the aggregate (without double counting) of:

- (i) the amounts received by the Borrower pursuant to the Relevant Documents in such period;
- (ii) all amounts received by the Borrower during such period by way of Equity or Loan Stock (including, without limitation, any amounts received under the Shareholders Agreement);
- (iii) all compensation or other consideration for lost revenue received by the Borrower during such period from the Board or any other entity on account of partial or total nationalisation, expropriation or requisition of the Project, the Facilities or termination of the Project Agreement;
- (iv) any and all proceeds of insurance which are received by the Borrower during such period in respect of loss of revenue or business interruption insurance but excluding the proceeds of any other insurance in respect of the whole or any part of the Project;
- (v) any amounts which are received by the Borrower during such period as a result of the permitted sale or other disposal by the Borrower of all or any part of its assets or revenues comprising all or part of the Project;
- (vi) any amounts which are received by the Borrower during such period by way of any damages or compensation;

- (vii) any amounts received by the Borrower by way of interest;
- (viii) any amount received in respect of any refund of tax and any amounts withdrawn from the Tax Loss Sale Proceeds Account under Clause 15.13 (*Tax Loss Sale Proceeds Account*);
- (ix) any other sums of a revenue nature not expressly excluded from paragraphs (i) to (viii) inclusive above and received by the Borrower during such period which are attributable to the Project;

Projected Debt Service Requirement means, in respect of any current or future Reference Period, the aggregate of all sums shown by the relevant Project Forecast to be payable by the Borrower in respect of Debt Service Requirement for such period;

Projected Net Cash Flow means, in respect of any period, Cash Available for Debt Service less payments required to fund the Maintenance Reserve Account, (other than any such payments financed by the final Drawdown) plus payments made from the Maintenance Reserve Account, all as such sums are shown by the relevant Project Forecast;

Qualifying Bank shall have the meaning given in paragraph 1 of Part 8A of the Schedule;

RCP means Robertson Capital Projects Limited, a company incorporated under the Companies Acts with registered number 227159 and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 6AE;

RCP Holder means RCP or any other RCP Holder as defined in the Shareholders Agreement (save that any person becoming an RCP Holder pursuant to Clause 10.4.1(g) of the Shareholders Agreement shall be ignored for these purposes);

Reference Date means:

- (i) 31 March and 30 September (following the Actual Completion Date) in each year; and/or
- (ii) each Interim Reference Date; and/or
- (iii) without prejudice to Clause 16.1 (*Forecasts*), in relation to any proposed Distribution of the Borrower in terms of Clause 11.4.4.1 (*Restriction on Distributions*) proposed to be made after 30 September in each year, 30 September in that year (unless the Agent waives the requirement for such Interim Reference Date);

Reference Period means each period of one year commencing on a Reference Date;

Relevant Documents means the Project Documents and the Financing Documents and all other documents which the Borrower and the Agent agree to designate as a Relevant Document;

Repayment Date means each date specified in the Repayment Schedule;

Repayment Schedule means the repayment schedule set out in Part 4 of the Schedule;

Reservations means the principle that certain remedies available on enforcement such as specific implement or interdict are discretionary remedies which may be granted or refused at the discretion of the court, the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, administration and other laws generally affecting the rights of creditors, the time barring of claims, the possibility that an undertaking to assume liability for or to indemnify against non payment of United Kingdom stamp duties may be void, defences of set-off or counter claim and similar principles and the defence that a contractual provision amounts to a penalty;

RGL means Robertson Group Limited, a company incorporated under the Companies Acts with registered number 60077 and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 6AE;

RGL Guarantee means the guarantee by RGL dated on or about the Execution Date in favour of the Borrower in respect of *inter alia*, the obligations of the Construction Contractor under the Construction Contract and of the FM Contractor under the FM Contract;

RGL Guarantor means RGL as guarantor under the RGL Guarantee;

RGL Holder means RGL or any other RGL Holder as defined in the Shareholders Agreement;

Security Documents means (i) the security documents to be granted by the Borrower and others to the Security Trustee listed in Clause 12.1 (*Security*) which secure all monies due to and to become due to the Finance Parties and (ii) any other documents from time to time created in the Security Trustee's favour as security for the obligations of the Borrower or Holdings to the Finance Parties or any other obligations of any party in relation to the Project from time to time;

Security Interest means any standard security, mortgage, charge (whether fixed or floating), assignment or assignation by way of security, hypothecation, pledge, declaration of trust, lien, right of set off, compensation or combination of accounts, or any other security interest whatsoever, howsoever created or arising having or purporting to have the effect of priority over unsecured creditors' rights;

Senior Debt Discharge Date has the meaning given in the Subordination Agreement;

Shareholders means each of the RCP Holder and Uberior as providers of Holdings Equity, pursuant to the Shareholders Agreement;

Shareholders Agreement means the shareholders agreement dated on or around the Execution Date between the Shareholders, Holdings, the Borrower and the Agent relating to *inter alia* the Shareholders' and/or Stockholders' subscription of Holdings Equity and Holdings Loan Stock and to the subscription of Equity and Loan Stock and the sale of tax losses;

Shares Charge means the deed of pledge granted by Holdings in respect of the Borrower to the Security Trustee;

Sterling or £ means the lawful currency for the time being of the United Kingdom;

Stockholders means each of the RCP Holder and The Governor and Company of the Bank of Scotland, pursuant to the Shareholders Agreement;

Subordination Agreement means the subordination agreement between the Borrower, the Senior Creditors (as defined therein), the Agent and the Subordinated Creditors (as defined therein) dated on or around the Execution Date;

Subsidiary shall have the meaning ascribed to it in Section 736 of the Companies Act 1985;

Subsidiary Undertaking shall have the meaning ascribed to it in Section 258 of the Companies Act 1985;

Tax Loss Sale Proceeds means the proceeds from the sale of tax losses sold by the Borrower pursuant to Clause 6.3 of the Shareholders Agreement;

Tax Loss Sale Proceeds Account means the bank account so designated and operated pursuant to Clause 15 (*Project Accounts*);

Technical Assumptions means those assumptions listed in Part 7B of the Schedule (*Technical Assumptions*) and any other technical assumptions agreed or determined in accordance with Clause 16.3 (*Procedures for determining Assumptions for Project Forecasts*);

Transfer Certificate means a transfer certificate in the form set out in Part 8B of the Schedule (*Transfer Certificate*), as such may be entered into from time to time between a Bank and any other bank or financial institution in relation to the transfer to any other bank or financial institution of any rights or obligations of a Bank under this Agreement;

Transfer Provisions means the provisions for transfer of or participation in part of the Loan as set out in Part 8A of the Schedule (*Transfer Provisions*);

Uberior means Uberior Infrastructure Investments Limited, a company incorporated under the Companies Acts with registered number SC186247 and having its registered office at Level 1, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE;

Verification Certificate means a certificate by the Bank Technical Adviser substantially in the form of Part 11 of the Schedule duly completed; and

Works means all design and construction works (whether contemplated by the Construction Contract or otherwise) necessary for the implementation of the Project (and any other works which the Agent agrees should constitute part of the Works).

1.2 **Project Agreement Definitions.** In this Agreement unless defined otherwise herein or the context otherwise requires, words and phrases shall bear the meanings ascribed to them in the Project Agreement and, for ease of reference, without limitation, the following terms which are defined in the Project Agreement are used in this Agreement:-

Actual Completion Date;	Method Statements;
Board;	Planning Approval;
Additional Permitted Borrowings	
Board Event of Default;	Project Co Event of Default;
Board Service Variation;	Quality Plans;
Completion Date;	
Construction Quality Plan;	Service Payments;
Deductions;	Service(s);
Facilities;	Site;
	Sub Contractors;
Force Majeure;	Termination Date
	Uninsurable Risk;
Licence;	Variation;
Insurance Proceeds Account;	Variation Enquiry.

1.3 **Construction and Interpretation.** Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

1.3.1 words importing the singular shall include the plural and vice versa;

1.3.2 the word **tax** means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, import duties, capital and revenue taxes and value added tax, and **taxes** and **taxation** shall be construed accordingly;

1.3.3 a reference to any person is to be construed so as to include that person's successors in title (statutory or otherwise) and permitted transferees and assigns;

1.3.4 a reference to a **person** includes any individual, firm, company, corporation, body corporate, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

1.3.5 a reference to **assets** includes properties and rights of every kind, present, future and contingent (including uncalled share capital), and every kind of interest in an asset;

- 1.3.6 all references to Clauses and Parts of the Schedule shall be construed as references to clauses of and parts of the schedule to this Agreement;
- 1.3.7 all references to statutes and other legislation include all re-enactments and amendments thereof;
- 1.3.8 all references to this Agreement or any other document shall be construed as references to this Agreement or that document as amended, varied, supplemented, assigned, novated or replaced (with the prior consent of the Agent pursuant to Clause 11.4.2 (*Amendment of Relevant Documents*) if applicable) from time to time;
- 1.3.9 all references to one person being **controlled** by another person means that other person (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or the majority of the members of the board of directors or other governing body of that person or otherwise controls or has the power to control the affairs and policies of that person (and **control** shall be construed accordingly);
- 1.3.10 the word **guarantee** also includes an indemnity, and any other obligation (whatever called) of any person to pay, purchase, provide funds (whether by the advance of money, the purchase of assets or services, or otherwise) for the payment of, indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person (and **guaranteed** shall be construed accordingly);
- 1.3.11 all references to persons acting in **concert** shall be as such term is defined in the City Code on Takeovers and Mergers;
- 1.3.12 all references to **connected persons** shall be construed in accordance with Section 839 of the Income and Corporation Taxes Act 1988; and
- 1.3.13 a reference to any document includes a reference to its schedules.
- 1.4 **Headings** Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

PART 2

THE FACILITY, CONDITIONS PRECEDENT, DRAWDOWN

2. THE COMMITMENT

- 2.1 **Amount.** The Banks agree to make available to the Borrower a sterling term loan facility in the maximum principal amount of eighteen million eight hundred thousand pounds (£18,800,000), and a sterling debt service reserve revolving facility in the maximum principal amount of one million three hundred thousand pounds (£1,300,000), each to be drawn on the terms and subject to the conditions of this Agreement.
- 2.2 **Facility Purpose.** The Borrower shall, subject to the terms of this Agreement, use or procure the use of each Advance (other than a DSR Advance) to pay Project Costs incurred by the Borrower during the Commitment Availability Period and/or interest payable under Clause 5.3 (*Interest Payment/Capitalisation*) but, without prejudice to the Borrower's obligations under this Clause, the Banks shall not be obliged to concern themselves with the application of Advances by the Borrower.
- 2.3 **DSR Facility Purpose.** The Borrower shall, subject to the terms of this Agreement, use or procure the use of each DSR Advance to finance any Debt Service Requirement which cannot be met from funds standing to the credit of the Proceeds Accounts and/or the Operating Account and/or the Debt Service Reserve Account.

3. CONDITIONS PRECEDENT

- 3.1 **Conditions Precedent.** The Commitment shall not be available (and no Drawdown Notice may be served on the Agent) until the Agent has received all the documents and other assurances specified in Part 1 of the Schedule (*Conditions Precedent*), all in form and substance satisfactory to it.
- 3.2 **Non-fulfilment of conditions precedent.** If the conditions precedent referred to in Clause 3.1 (*Conditions Precedent*) have not been satisfied or waived by the date occurring one month after the Execution Date then the Commitment shall be cancelled and the Banks shall have no obligation to make Advances to the Borrower pursuant to this Agreement but such cancellation shall be without prejudice to the rights of the Finance Parties under this Agreement (including, without limitation, under Clauses 14 (*Indemnity, Breakage Costs and Mitigation*) and 18 (*Fees and Expenses*)).

4. DRAWDOWN AND WITHDRAWAL

- 4.1.1 **Conditions to Drawdown.** Subject to Clause 3 (*Conditions Precedent*) and without prejudice to any other provision of this Agreement, the Banks shall not be under any obligation to make any Advance available

unless the Agent has received a duly completed Drawdown Notice in respect thereof specifying the matters referred to in Clause 4.1.5.

- 4.1.2 **Drawdown.** Advances shall be made to the Borrower on a Business Day falling in the Commitment Availability Period.
- 4.1.3 The Borrower may not request more than one Advance in a calendar month.
- 4.1.4 Whenever the Borrower wishes an Advance to be made available to it, it shall send to the Agent a Drawdown Notice in writing duly completed, to be received by the Agent not later than 11 am three (3) Business Days prior to the proposed Drawdown Date, or a shorter period with the consent of the Agent.
- 4.1.5 The Drawdown Notices referred to in Clauses 4.1.1 and 4.1.4 shall specify:
 - 4.1.5.1 the proposed Drawdown Date;
 - 4.1.5.2 the purpose of such borrowing (which must be permitted by Clause 2.2. (*Facility Purpose*) or Clause 2.3 (*DSR Facility Purpose*)) and, if more than one, the relative amounts to be applied for each purpose; and
 - 4.1.5.3 the amount of such Advance, which (except for any DSR Advance and the final Advance) shall be a minimum of £50,000.
- 4.1.6 Subject to the terms of this Agreement, each Drawdown Notice shall be irrevocable.
- 4.1.7 No drawdown may be made if as a result thereof the total Advances would exceed the total Commitments.
- 4.1.8 The Agent will promptly notify each Bank of each Drawdown Notice.
- 4.1.9 Subject to the terms of this Agreement, on the Drawdown Date relating to an Advance each Bank shall make available to the Agent the amount of its participation in such Advance in an amount equal to the proportion thereof which its Commitment bears to the total Commitments at such time.

4.2 Drawdown

- 4.2.1 The Agent shall pay the proceeds of all Advances into the Proceeds Account. Amounts drawn on account of Project Costs which are not due and payable as at the Drawdown Date shall be retained in the Proceeds Account until such Project Costs are paid.
- 4.2.2 Without prejudice to any other provision of this Agreement, the Borrower shall not be entitled to make any Drawdown unless the following conditions are satisfied (save in respect of DSR Advances to the extent that Clauses 4.2.2.1 or 4.2.2.2 apply in respect of the

Borrower's inability to meet its obligations in respect of Financing Costs or Financing Principal):

4.2.2.1 **Representations and Warranties.** All representations and warranties in Clause 10 (*Representations and Warranties*) which are repeated in terms of Clause 10.2 (*Repetition*) on the Drawdown Date are being complied with and would be true and not misleading if repeated on the Drawdown Date by reference to all the facts and circumstances then existing;

4.2.2.2 **No Event of Default/Potential Event of Default.** No Event of Default or Potential Event of Default has occurred and is continuing on the Drawdown Date or will or would occur as a result of making the Drawdown;

4.2.2.3 **Application of Proceeds.** The Borrower has provided evidence satisfactory to the Agent as at the Drawdown Date that the proceeds of such Drawdown are:

- (i) required by the Borrower for application in or towards meeting any of the purposes specified in Clause 2.2 (*Facility Purpose*) and in accordance with the Financial Model in the period up to preparation of the first Project Forecast pursuant to Clause 16.1 (*Forecasts*) and thereafter in accordance with the Project Forecast (provided the Borrower is entitled to draw down an amount in respect of VAT on any sum advanced for any of the purposes so specified in Clause 2.2 (*Facility Purpose*) where such VAT is not financed by VAT refunds and notwithstanding that such VAT is not envisaged in the Financial Model or Project Forecast (as applicable) as being payable at that time); and
- (ii) to the extent that they are to meet sums under the Construction Contract (other than any retention amount which may be drawn at the Actual Completion Date), such sums have become due and payable or shall become due and payable under the Construction Contract within ten (10) Business Days of the Drawdown Date and an Application for Interim Payment with relevant supporting detail has been issued in respect thereof and such Application for Interim Payment has been verified by the Banks Technical Adviser;

or are (in the case of the DSR Advances) required to pay Financing Costs and Financing Principal which are due and would otherwise be unpaid;

4.2.2.4 **Banks Technical Adviser Confirmation:** The Bank's Technical Adviser has confirmed to the satisfaction of the Agent that the Bank's Technical Adviser:

- (i) has received all material information reasonably requested by it from the Borrower or any other Material Project Party; and
- (ii) is satisfied that all payments properly due to any sub-contractor have been made and are being made by the Construction Contractor; and
- (iii) delivered a Verification Certificate;

4.2.2.5 On the date on which the relevant Drawdown Notice is given and on the Drawdown Date, no Funding Shortfall is subsisting; and

4.2.2.6 the Longstop Date has not occurred.

4.3 **Automatic Cancellation**

4.3.1 If the first Drawdown has not been made by the date occurring one month after the Execution Date the Commitment shall be cancelled, but such cancellation shall be without prejudice to the rights of the Finance Parties under this Agreement (including, without limitation, under Clauses 14 (*Indemnity, Breakage Costs and Mitigation*) and 18 (*Fees and Expenses*)).

4.3.2 The Available Commitment shall (if not earlier terminated or cancelled) automatically be cancelled with effect from 5.00pm on the last day of the Commitment Availability Period or the first Repayment Date, whichever is earlier.

PART 3

INTEREST, REPAYMENT, PREPAYMENT, PAYMENTS AND INCREASED COSTS

5. INTEREST

5.1 Interest Rate

5.1.1 The rate of interest applicable to each Advance for each Interest Period relative thereto shall be the rate per annum determined by the Agent to be the aggregate of:

- (i) the Applicable Margin;
- (ii) LIBOR; and
- (iii) MLA Costs.

5.1.2 The Borrower shall enter into an interest rate hedging programme in accordance with Clause 11.3.16 (*Hedging Agreements*) and the provisions of this Clause 5 (*Interest*) shall apply.

5.2 Interest Periods

5.2.1 In the period commencing on the first Drawdown Date until the last day of the Interest Period current on the Actual Completion Date, Interest Periods for each Advance shall (subject to Clause 5.2.3) be successive periods of one month duration so that each Interest Period shall end on the fifteenth Business Day of each calendar month.

5.2.2 In the period commencing on the day following the last day of the Interest Period current on the commencement of the Service Period and ending on the Senior Debt Discharge Date, Interest Periods for each Advance shall (subject to Clause 5.2.3) be successive periods of 3 months duration so that each Interest Period shall end on 15 April, 15 July, 15 October or 15 January as the case may be.

5.2.3 The first Interest Period for any Advance will end on the next occurring fifteenth day of a calendar month. No Interest Period may extend beyond the Maturity Date.

5.2.4 Each Interest Period shall commence on the date of each Drawdown or (as the case may be) on the expiry of the previous Interest Period.

5.3 **Interest Payment/Capitalisation.** The Borrower will pay interest on the Loan to the Agent in arrears on each Interest Payment Date. In the period up to and including the Completion Date, unless the maximum amount of the Commitment would thereby be exceeded, the Agent shall on each day on which interest becomes due debit the account of the Borrower with the interest then payable and such interest when so debited will thereafter be regarded as an Advance and as part of the Loan and will bear interest accordingly.

- 5.4 **365 days.** Interest at the rate determined as aforesaid shall accrue from day to day and be computed on the basis of a year of 365 days and for the number of days elapsed.
- 5.5 **Default Interest** If any amount due to be paid hereunder or under any of the other Financing Documents is not paid by the Borrower on the due date for payment the Borrower shall pay interest on such amount from the due date until the date of actual payment at a rate per annum which is 2 per cent per annum above the rate payable on such amount. This interest shall be in addition to any other interest payable pursuant to this Agreement and applicable to such outstanding amount and shall be calculated on a day to day basis and a year of 365 days and compounded daily.
- 5.6 **Agent's Determination** Each determination of the rate of interest by the Agent hereunder shall, in the absence of manifest error, be conclusive.

6. REPAYMENT

- 6.1 **Repayment** The Borrower shall repay the Loan by paying on each Repayment Date:
- 6.1.1 firstly, the whole of the Loan drawn under the DSR Facility outstanding on that Repayment Date, and
- 6.1.2 secondly, that percentage of the Loan drawn under the Facility and outstanding on the expiry of the Commitment Availability Period which is set opposite that Repayment Date in Part 4 of the Schedule.
- 6.2 **Not Reborrow** The Borrower shall not be entitled to reborrow any amount repaid or prepaid except in the case of DSR Advances.

7. PREPAYMENT

- 7.1 **Prepayment.** Subject to Clause 7.3 (*Overriding Restriction*) and to payment of all sums due pursuant to Clause 7.2 (*Prepayment Sums*), provided no Event of Default or Potential Event of Default has occurred and is continuing or would result from such prepayment, the Borrower may prepay the Loan or any part of it which is £100,000 or more (in integral amounts of £25,000) if it gives the Agent not less than seven (7) Business Days written notice of the amount to be prepaid and the date of prepayment.
- 7.2 **Prepayment Sums** Any prepayment of principal in accordance with Clause 7.1 (*Prepayment*) shall be accompanied by:
- 7.2.1 in the case of the prepayment of all the Loan, all accrued interest on the amount prepaid; and
- 7.2.2 all other sums due under any other provision of this Agreement (including, without limitation, Clauses 14 (*Indemnity, Breakage Costs and Mitigation*) and 17 (*Set-Off*)).