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29.07.98

SCHEDULE 18
PART 1 NOTICE OF UNAVAILABILITY

To:
Concessionco Representative

From:
the Trust Representative

Section 1 - Notice under Clause 33.10.1

This notice is served pursuant to Clause 33.10.1 of the Concession Agreement dated [] between the Trust and Catalyst Healthcare (Calderdale) Limited that on the date and at the time of service of this notice (as indicated below), the circumstance(s) set out on the reverse of this notice have arisen in a Unit otherwise than

- (i) as a result of any Trust Default or any Compensation Event or other act or omission of the Trust, any persons carrying out clinical activities on the Trust's Premises, Voluntary Organisations, patients, Trust Contractors or their respective employees, agents and sub-contractors where such agents and sub-contractors are acting within the scope of their agency or sub-contract;
- (ii) as a result of a Trust Defect, Trust Refurbishment Works Defect or Concessionco Latent Defect (and/or damage caused by repair or preventative maintenance relating thereto) to the extent that such damage is not caused by Concessionco acting in breach of this Agreement;
- (iii) as a result of Concessionco or any Service Provider carrying out Maintenance in accordance with this Agreement;
- (iv) prior to the Completion Dates of Sections annotated 'L' in Schedule 4 Part 2.5.1 or Completion of the Trust Refurbishment Works (subject to Clause 26.1) in respect of any part of the Hospital the subject of or affected by the ongoing Works thereon;
- (v) as a result of the occurrence of any Force Majeure Event or Uninsurable Risk (and/or the consequence thereof);
- (vi) as a result of any action or proceedings brought to enforce (i) the User Restrictive Covenant or (ii) the Building Restrictive Covenant in respect of breaches in existence at the Effective Date or any breaches committed by the Trust or any Trust Contractor along with the outcome of any such proceedings or any other consequence of the User Restrictive Covenant or of the Building Restrictive Covenant to the extent that the Trust assumes responsibility for such consequence under the Agreement.

Take notice that if the circumstance(s) as set out on the reverse of this notice continue for longer than the relevant Cure Period which shall run from the time shown on this notice (which is the time of due service of this notice upon the Concessionco Representative) the relevant Unit may have to be taken out of use. Confirmation of the Unit being taken out of use will be in the form of a copy of this notice with section 2 below duly completed.

Signed:

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as the Trust Representative

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Section 2 - Notice under Clause 33.10.2

Take notice that further to a Section 1 notice (a copy of which is attached), the circumstances reported and confirmed above have continued for a period of over the relevant Cure Period and accordingly the relevant Unit has been taken out of use by the Trust.

I hereby undertake to inform you as soon as reasonably practicable if any Unit the subject of this notice is not so required by the Trust for any period prior to service of Section 3 of this notice.

Signed:
as the Trust Representative

Date:

Time:

Section 3 - Notice of Cessation of Unavailability (Clause 33.10.3 and 33.10.4)

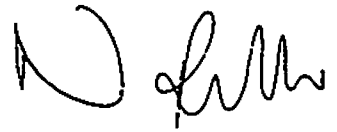
Take notice that further to a Section 1 and a Section 2 notice, (copies of which are attached) the circumstances reported therein have now been remedied and the relevant Unit is available for Trust use.

Signed:
as the Concessionco Representative

Date:

Time:

[reverse of Section 1 Notice]



Unit

Unit Classification (A, B or C)

Circumstances causing Unit to
be unavailable

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PART 2: AVAILABILITY AREAS

'A' AREAS

	UNIT	DEDUCTION PERCENTAGES (%)
A	Accident & Emergency	6
	Coronary Care Unit	4
	ITU/HDU	4
	Operating Theatre with standby a/c chiller protection	1.5
	Operating Theatre with standby a/c chiller protection	1.5
	Operating Theatre with standby a/c chiller protection	1.5
	Operating Theatre with standby a/c chiller protection	1.5
	Operating Theatre	1
	Operating Theatre	1
	Operating Theatre	1
	Operating Theatre	1
	Medical Assessment Unit	3
	Delivery Operating Suite	2
	Diagnostic Imaging	6
	Pathology	3
	Maternity	2
	Recovery	2
	Sterile Services - CSSD/TSSU/Contracted Sterile Services	3
	NICU/Special Care Inpatient Mother	3
	Daycase (Day surgery) Unit	2
Total Area A		50%

2 hours

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PART 2 : AVAILABILITY AREAS

'B' AREAS

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	UNIT	DEDUCTION PERCENTAGES (%)
B	Adult Mental Health Ward 24 Beds	1
	Ante Natal Day Unit	1
	Ante/Post Partum Ward 21 Beds	1
	Cardiology	0.5
	Care of the Elderly Ward (Medical/Surgical) 62 Beds	2
	Care of the Elderly Ward 31 Beds	1
	Care of the Elderly Ward 61 Beds	2
	Computer Services Department	1
	Dermatology Department	0.5
	Diabetic Centre	0.5
	Elderly Day Hospital	1
	Elderly Mental Health Ward	1
	Elderly Rehabilitation Ward	2
	ENT/Audiology Clinic	0.5
	EPAU and Assisted Conception Unit	1
	General Consult/Exam Clinic	2
	General Medical Ward 62 Beds	2
	General Surgical Ortho/ENT Ward 62 Beds	2
	General Surgical Ward 48 Beds	2
	Gynaecology Ward 14 Beds	1
	Medical Records & Casenotes	1
	Mental Health OPD	1
	Mental Health Therapy Centre	1
	Obstetrics Clinic OPD	1
	Ophthalmology OPD	1
	Oral Surgery and Orthodontics OPD	0.5
	Orthopaedic Clinic/Fracture Clinic	1
	Paediatric Clinic OPD	0.5
	Paediatric Ward 20 Beds	1
	Pharmaceutical Services	2
Pre-assessment Clinic	1	
Private Pay Ward	1	
Rehabilitation Services	1	
Renal Dialysis	1	
Telephone Switchboard and Equipment Room	1	
Total Area B		40%

2 hours

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PART 2 : AVAILABILITY AREAS

'C' AREAS

	UNIT	DEDUCTION PERCENTAGES (%)
C	Other areas/facilities not included in Groups A and B Concessionco, RCO and BBM exclusive use areas (as defined in sub-underleases) are excluded from 'C' areas	See Note below*
TOTAL FOR A, B AND C		100%

Unavailability Criteria

3 hours

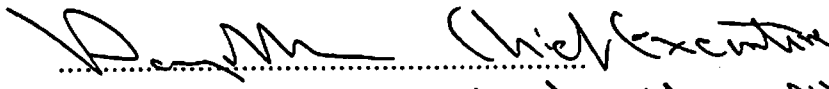
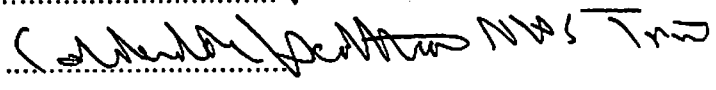
1. Failure to provide a constant power supply to the levels set out in Part 1.2 of Schedule 4 and Health Technical Memoranda.
2. Failure to provide a constant water supply (including hot water) to the rooms as set out in part 1.3 of Schedule 4 and to the standard set out in Part 1.2 of Schedule 4 and Health Technical Memoranda.
3. Failure to provide a constant and safe sewage disposal system to the standard set out in Part 1.2 of Schedule 4 and Health Technical Memoranda.
4. Failure to provide a system capable of providing a constant supply of piped medical gases to the standard set out in Part 1.2 of schedule 4, section 9 of the Estates Maintenance Service Specification Arrangement and Health Technical Memoranda.
5. Failure to provide gas scavenging to the required design flow and extract rates set out in Part


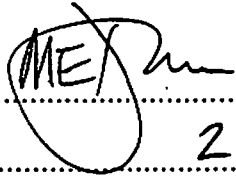
* On completion of the Detailed Design, the total area (in square metres) of "C" areas will be ascertained; (b) at the same time, the area for each room (being for the purposes of this Schedule 18 any area which forms part of the 'C' areas and for which there is a Room Data Sheet or, in the event that there is no applicable Room Data Sheet, any corridor or other area specified in the technical specification as set out in the Base Criteria) will be ascertained. In the event that a room (as defined above) is "Unavailable" then the percentage for "e" in Clause 33.14 shall be equal to 10% of the Availability Element times the areas of that room divided by the total area for "C" areas, expressed as a percentage.

Handwritten initials/signature

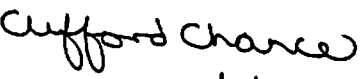
- 1.2 of Schedule 4 and Health Technical Memoranda.
- 6. Failure to provide air changes to the required design flow and extract rates set out in Part 1.2 of Schedule 4 and Health Technical Memoranda.
- 7. Failure to maintain temperatures within the standards set out in Part 1.2 of Schedule 4, the Estates Maintenance Service Specification Arrangement, and Health Technical Memoranda.
- 8. Failure to maintain lighting levels within the standards set out in the Estates Maintenance Service Specification Arrangement, and Health Technical Memoranda.
- 9. Failure to provide telecommunications and intercommunication systems as set out in Part 1.2 of Schedule 4.
- 10. Failure to comply with Health and Safety Legislation including the provision of fire alarms, fire escapes and statutory security requirements.
- 11. Failure to maintain a safe drinking water supply as required by section 4 of the Estates Maintenance Services Specification Arrangement.
- 12. Failure to maintain the building fabric quality which seriously jeopardises the life or health of patients, visitors or staff on the Trust's Premises.

THIS IS SCHEDULE 18 AS REFERRED TO IN THE CONCESSION AGREEMENT
DATED BETWEEN CALDERDALE HEALTHCARE NHS
TRUST (1) AND CATALYST HEALTHCARE (CALDERDALE) PLC (2)

 Chief Executive
For and on behalf of  Calderdale Health NHS Trust



For and on behalf of 2

We hereby certify that
this is a true copy of
the original.

Clifford Chance

12/8/98