

THIS IS SCHEDULE 23 AS REFERRED TO IN THE CONCESSION AGREEMENT
DATED BETWEEN CALDERDALE HEALTHCARE NHS
TRUST (1) AND CATALYST HEALTHCARE (CALDERDALE) PLC (2)

Benjamin (Chief Executive
.....
For and on behalf of *Calderdale Health NHS Trust*

[Signature] *ME*
.....
For and on behalf of 2

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

Clifford Chance

Clifford Chance
12/8/98

NG
↻
RV

**SCHEDULE 23
INVOICE PROFORMA**

From:

To:

VAT No. etc

Invoice in respect of Month Ending:

1. Payment in respect of the month (being 1/12th of the Total Payment - Cl. 33.30.1(a))
2. Together with the Total Adjustments, as follows (Cl. 33.30.1(b)):
 - (a) the Availability Deductions in respect of the previous calendar month. (supporting information attached - Cl. 33.8-33.15);
 - (b) the Performance Deductions in respect of the previous calendar month. (supporting information attached - Cl. 33.16-33.19A);
 - (c) the Volume Adjustment in respect of the previous month as calculated under Clause 33.28 save in respect of each of the first 36 months of Phase 2 where the invoice will record the Volume Adjustment in respect of the month immediately prior to the previous month;
3. Less an amount which is 1/12th of the Guarantee (Cl. 29.10 and Cl. 30.10).

Total Payable for the month ending May 2001 being the sum of 1 - 3

Year end adjustment (as applicable)

Month of May following the end of the year in question

- (i) Less the value of the Supplement payable to the Trust as per Clause 29.10 & 30.10;
- (ii) Plus the value as applicable of the non-achievement of the Threshold as calculated under Clause 29.10.2 & 30.10.

Revised Total Payable

Note

1. Payment mechanics are covered in Clause 33.30 of the Concession Agreement.
2. All references to Clauses are to Clauses in the Concession Agreement.

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