
From: Fitchie, Andrew [Andrew.Fitchie@dlapiper.com]
Sent: 18 December 2007 14:21
To: Alastair Richards - TEL; Geoff Gilbert; Matthew Crosse; Stewart McGarrity
Cc: Graeme Bissett (external contact); Steven Bell
Subject: Agreement on Contract Price

I have been given a copy of this document this morning and asked by Alastair for comment.

Given that I had not seen it before this morning, but understand its purpose, please excuse any comments which are off target. This is not intended to be a legal view and I can only comment with any factual competence on 3.6

- Items **(a)** to **(e)** endeavour to frame what can and cannot be revisited by BBS. This needs to be set in the context of on-going discussion. In fairness, it represents a statement of the boundaries but BBS will regard anything inside that boundary as fair game. To support the quest for a Price fix, Geoff was obliged to take a view on how to tackle the most significant outstanding contractual items, relying upon closed positions reached on others, where it would be a manifest act of bad faith for BBS to change or seek to reserve those positions on risk allocations already accepted.
- As 14/1207, 4 days ago, there were obviously contract terms still subject to negotiation. DLA Piper had provided a list of those items in the contract which were still sticking and potentially have money attached to them. I read that there was a commercial judgment taken on how/if these should be included since not all were.
- If this is required, I can sit down and go over the issues list as at 14/12 to pinpoint what the concise status on the draft Infraco Contract was. I am not sure this would be the most productive use of time at present, given the collective level of tasks that need to be completed, initiated and moved on..

I am uncertain, to be honest, what me expressing an opinion on this will achieve - the document has been put to BBS, it is qualified and it has Appendices I do not have, particularly regarding status of negotiations summary.

Please call if you want to discuss further.

Andrew Fitchie
Partner, Finance & Projects
DLA Piper Scotland LLP
T: +44 [REDACTED]
M: +44 [REDACTED]
F: +44 [REDACTED]

 Please consider the environment before printing my email

This email is from DLA Piper Scotland LLP. DLA Piper is participating in the Lion's Den Challenge in aid of the Prince's Trust, Scotland. Please visit www.atreefortwocities.com and support our project. The

contents of this email and any attachments are confidential to the intended recipient. They may not be disclosed to or used by or copied in any way by anyone other than the intended recipient. If this e mail is received in error, please contact DLA Piper Scotland LLP on +44 (0) 8700 111111 quoting the name of the sender and the email address to which it has been sent and then delete it. Please note that neither DLA Piper Scotland LLP nor the sender accepts any responsibility for viruses and it is your responsibility to scan or otherwise check this email and any attachments. DLA Piper Scotland LLP is a limited liability partnership registered in Scotland (registered number SO300365), which provides services from offices in Scotland. A list of members is open for inspection at its registered office and principal place of business Rutland Square, Edinburgh, EH1 2AA. Partner denotes member of a limited liability partnership. DLA Piper Scotland LLP is regulated by the Law Society of Scotland and is a member of DLA Piper, a global legal services organisation, the members of which are separate and distinct legal entities. For further information, please refer to www.dlapiper.com. -----