

Ian Laing – Areas for Discussion

This note identifies the broad subject areas which we would like you to include in your statement. We have tried to include all documents that may assist you in answering the Inquiry's questions. We would be grateful if you could, in addition, provide a full CV setting out your vocational qualifications and experience.

Bilfinger Berger have intimated to the Inquiry that they insist on legal professional privilege and that they will not permit disclosure of documentary or oral evidence of communications either giving legal advice or created for the purposes of such advice being given. The questions in this Note are therefore framed to avoid encroaching on issues that would be covered by this privilege. If, despite this, you consider that you are unable to respond to a question in whole or on part because to do so would involve disclosure of privileged material, please indicate where this is the case.

Ian Laing has provided the supplementary responses below following on a review of the documents referred to in the relevant questions and which were not available to him at the time of providing his initial responses.

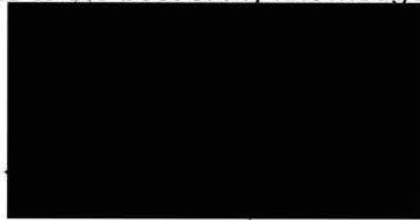
6	<p>In response to an email from Bob Dawson of TIE (CEC01447268) dated 16 January 2008, a revised draft of Part 4 was sent by Scott McFadzen of BB to Bob Dawson and you on 4 February 2008 (CEC01448377 and attachment). The changes are very substantial and, in effect, amount to a redraft. Had you been involved in preparing this? What was the basis for inclusion of the Base Case Assumptions? In relation to design, there is a requirement that it will, "not, in terms of design principle, shape, form and/or specification, be amended from the Base Date Design Information". From where or from whom was this wording derived? Why was it sent client to client rather than from you to</p>	<p>I have now reviewed the attachment (CEC01448377) to the e-mail from Scott McFadzean of 4 February 2008. I have no recollection of this particular document. However, it is clear from the language of the document and its style that this was a document prepared by me, no doubt with input from both the technical team at Bilfinger Berger and the team advising Siemens.</p> <p>My assumption, given their nature, is that the content of the Base Case Assumptions came principally from the technical team. The technical team would have had in mind the principles that I mentioned in my</p>
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	Andrew Fitchie?	<p>response to question 5. Clearly both the technical and legal team also had in mind the content of the Wiesbaden Agreement as that is referred to within the body of the draft. I don't recall when I first saw the Wiesbaden Agreement but it was certainly after the document had been signed by the parties and obviously before this draft was finalised. The requirement that it will, "not, in terms of design principle, shape, form and/or specification, be amended from the Base Date Design Information" appears to have been derived from the Wiesbaden Agreement.</p>
14	<p>You then sent out a further version on 19 March (CEC01451012 and attachment). What were the discussions that had taken place which you refer to in your email? Which parts of the Part 4 did they concern? This draft is in a new form that means there is a Notified Departure if the designs, "in terms of design principle, shape, form and/or specification be amended from the drawings forming the Base Date Design Information". Why was this change made? You have omitted reference to 'normal design development'. Why did you do this? There was then a six-hour meeting on Schedule 4 on 20 March 2008 (see appointment - CEC01518014). What was discussed during this meeting? The fact that the meeting was fixed for so long suggests that there was still a great deal to discuss. Do you agree? Philip Hecht of DLA sends out a version reflecting the discussions the same day (CEC01451053 and attachment). What was the purpose and effect of the changes made in this draft?</p>	<p>I have now reviewed document CEC01451012 that was sent by me on 19 March. Unfortunately, I do not recall the specific discussions that led to this version of Schedule 4. However, given the extent of the amendments made it is clear that the discussions concerned many of the Pricing Assumptions.</p> <p>The reference to "normal design development" does not appear to have been omitted in the document I have been provided with. The wording has been moved within the body of the draft but has not been altered. Looking at the draft, we (by which I mean Bilfinger Berger, me and the Siemens team) appear to have had two key concerns in relation to Notified Departure No. 1, namely (1) the reference to the "design intent of the scheme" as being part of the test for "normal design development", which looking at it now appears to be imprecise and so I am sure that will have been my view at the time, and (2) the reference to " design principle, shape, form and/or specification". I do recall some unease within the Bilfinger Berger technical team that this did not exclude all the risks that it needed to. In particular, I recall that Scott</p>

	<p>McFadzean was concerned that this did not cover the scope of the works and he was keen to include that. On the face of it, it appears that an attempt has been made to address that through the introduction of a new Notified Departure No. 3. Looking at the subsequent drafts it appears that negotiations with tie led to the deletion of this proposed Notified Departure as it appears as "not used" in a later version of Schedule 4.</p> <p>I have also now reviewed document CEC01451053. Clearly this version shows a fairly significant number of amendments which would be consistent with a meeting of the duration that has been suggested. The principal purpose of the amendments made would be to reach a conclusion on the drafting that was acceptable to both BBS and tie.</p>
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Terms of Certificate

I confirm that the facts to which I attest in the answers contained within this document, consisting of this and the preceding 2 pages are within my direct knowledge and are true. Where they are based on information provided to me by others, I confirm that they are true to the best of my knowledge, information and belief.



Ian Laing

22/11/17

Dated