

**This is Schedule 18 referred to in the foregoing M8 M73 M74 Motorway Improvements Agreement between the Scottish Ministers and Scot Roads Partnership Project Ltd**

**SCHEDULE 18  
RECORD PROVISIONS**

**PART 1**  
**GENERAL REQUIREMENTS**

1. The Company shall retain and maintain all the records (including superseded records) referred to in Part 2 (Records to be Kept) of this Schedule in accordance with this Part 1 (General Requirements) of this Schedule, the requirements of Good Industry Practice in chronological order, in a form that is capable of audit and at its own expense. The Company shall make such records available for inspection to the Scottish Ministers where it has reasonable cause for requiring such records, on giving reasonable notice shall provide such facilities as the Scottish Ministers may reasonable require for its representatives to visit any place where the records are held and examine the records maintained under this Schedule.
2. Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept by the Company where it is not practicable to retain original records.
3. Those records relating to the Project (including the design, construction, development, enhancement and maintenance of the Project Roads) shall be retained for the duration of the Agreement.
4. Financial and other records (including without limitation all information provided in support of any Change) shall be retained and maintained by the Company for a period of at least six (6) years after the end of the Contract Period in sufficient detail, in appropriate categories and generally in such a manner to enable the company to comply with its obligations under Clause 63.1 and where appropriate to enable the data in such records to be entered into the Financial Model so that the output from the Financial Model (on the basis of such data) can be directly compared with the actual financial cashflow and performance of the Company.
5. Where the Company wishes to dispose of any records maintained as provided in this Schedule which are more than fifteen (15) years old, or in respect of which the required period for their retention has expired, then the Company shall notify the Scottish Ministers and if, within forty (40) Business Days of such notice, the Scottish Ministers elects to receive certain of those records, then the Company shall deliver up such records to the Scottish Ministers in the manner and at the location as the Scottish Ministers shall reasonably specify, and the costs of retaining those records in safe storage and delivering up the same shall be borne by the Company.
6. Subject to paragraph 5, for a period of not more than six (6) years following the termination for whatever reason of this Agreement, the Company shall retain in safe storage all such records

as are referred to in Part 2 (Records to be Kept) of this Schedule which were in existence at the date of termination of this Agreement. On the expiry of such period or at the earlier request of the Scottish Ministers (and the Parties acknowledge that such a request shall be deemed to have been issued by the Scottish Ministers upon the occurrence of any Company Default whether prior to or following termination of this Agreement), the company shall deliver up all those records (or where those records are required by statute to remain with the Company or a Contracting Associate of the Company copies thereof) to the Scottish Ministers in the manner and at the location as the Scottish Ministers shall reasonably specify. The Scottish Ministers shall make available to the company all the records the Company delivers up pursuant to this paragraph subject to reasonable notice. The costs of retaining those records in safe storage and delivering up the same shall be borne:

- 6.1 By the Company where the termination arises as a result of a Company Default; and
- 6.2 By the Scottish Ministers where the termination arises for any other cause.
7. Without prejudice to the foregoing, the Company shall provide the Scottish Ministers:
  - 7.1 As soon as they may be available and in any event within sixty (60) Business Days after the end of the first six (6) months of each financial year of the Company which falls during the Contract Period, a copy, certified as a true copy by an officer of the Company, of its unaudited interim accounts and, if appropriate, of consolidated unaudited interim accounts of the Company, its Subsidiaries and Holding Company (if any) which would (if the Company were listed on the London Stock Exchange whether or not it is) be required to be sent to shareholders as at the end of and for each such six (6) month period; and
  - 7.2 As soon as they have been sent to its shareholders in order to be laid before an annual general meeting of the Company but not later than one hundred and thirty (130) Business Days after the end of each accounting reference period of the Company part or all of which falls in a Contract Year, a copy of the Company's audited accounts and if appropriate, of the consolidated audited accounts of the Company and, its associated Companies (if any), in respect of that period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles and bases in Scotland, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
8. The Company shall provide to the Scottish Ministers on 31 March, 30 June, 30 September and 31 December each year a document listing all information provided by it to the Senior Creditors during the preceding three month period and, as that request of the Scottish

Ministers, provide to the Scottish Ministers any information provided to it by the Senior Creditors during the Contract Period and any other information relating to the Project that the Scottish Ministers may reasonably require.

9. Any drawings required to be made or supplied pursuant to this Agreement shall be of a size appropriate to show the detail to be depicted clearly without magnifying aids and shall conform to British Standards 1192 and 8888 or equivalent as appropriate. Where by prior agreement the Scottish Ministers have agreed to accept microfilm, microfiche or other storage media (which must include secure back-up facilities), drawings and other documents shall be made or supplied in such form as has been agreed.
10. Upon termination or expiry of this Agreement, and in the event that the Scottish Ministers wish to enter into another contract for the operation and management of the Project, the Company shall (and shall ensure that the sub-contractors will) comply with all reasonable requests of the Scottish Ministers to provide information relating to the Company's costs of operating and maintaining the Project.
11. The Company shall use all reasonable endeavours to assist the Scottish Ministers in their preparation of any report and/or return required pursuant to regulations, directions or guidance applicable to the Scottish Ministers (in each case as amended, replaced or consolidated from time to time) or as required by external agencies including without limitation, reports and returns regarding the physical condition of the Project Roads.

**PART 2**  
**RECORDS TO BE KEPT**

1. The Agreement, its Schedules and the Project Documents including all amendments to such agreements.
2. The Company shall at all times maintain a full record of particulars of the costs of performing the Project including those relating to the design, construction, maintenance, operation and finance of the Project Roads. This shall require the Company to keep (and where appropriate to procure that the sub-contractors shall keep) books of account in accordance with best accountancy practice with respect to the Agreement showing in detail:
  - 2.1 administrative overheads;
  - 2.2 payments to Sub-Contractors and to sub-contractors;
  - 2.3 capital and revenue expenditure;
  - 2.4 such other items as the Scottish Ministers may reasonably require to conduct cost audits for verification of cost expenditure or estimated expenditure, for the purpose of Clause 19 and Clause 38,and the Company shall have (and procure that the sub-contractors shall have) the books of account evidencing the items listed in paragraphs 2.1 to 2.4 available for inspection by the Scottish Ministers and any expert) upon reasonable notice, and shall present a report of these to the Scottish Ministers as and when requested.
3. All other documents, software or other information expressly referred to in this Agreement.
4. Records relating to the appointment and super-session of the Scottish Ministers' Representative, the Scottish Ministers' Site Representative and the Company's Representative.
5. Project Data.
6. Documents, drawings, design data or submissions raised in accordance with Clause 15 (Design Development).
7. Documents relating to planning applications, consents, refusals and appeals.
8. Records relating to any specialist or statutory inspections of the Project Roads.

9. Notices, reports, results and certificates relating to completion of the New Works.
10. All operation and maintenance manuals and a full record of all maintenance procedures carried out during the Contract Period.
11. Documents relating to events of Force Majeure, Delay Events and Relief Events and the consequences of the same.
12. All formal notices, reports or submissions made to or received from the Scottish Ministers' Representative or the Scottish Ministers' Site Representative in connection with the provision of the O&M Works, the monitoring of performance or the Availability of Project Roads.
13. All certificates, licences, registrations or warranties related to the provision of O&M Works.
14. Documents in support of claims for Monthly Unitary Charge.
15. Documents submitted in accordance with Clauses 34, 35, 36.5 and 37 and all documents provided in support.
16. Documents related to referrals to the Dispute Resolution Procedure.
17. Documents related to change in ownership or any interest in any or all of the shares in the Company, Issuer and/or HoldCo.
18. Documents relating to the rescheduling of the indebtedness of the Company or refinancing of the Project.
19. Tax invoices and records related to Value Added Tax.
20. Financial records, including audited and unaudited accounts of Issuer, HoldCo and the Company and related reports.
21. Records required by Law (including in relation to Health and Safety matters and health and safety files prepared pursuant to CDM Regulations) and all Consents.
22. Documents relating to insurance and insurance claims.
23. All other records, notices or certificates required to be produced and/or maintained by the Company pursuant to this Agreement or any Project Document.
24. Records of all persons employed by the Company or its sub-contractors who are wholly or mainly engaged in the delivery of O&M Works.