



Schedule 4.5 - Business Plan

CHANGE HISTORY

Version	Description	Author	Document Number
5.0	Execution version	TfL	75251414.17

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The documents referred to in Parts A to C have been
REDACTED

Part A – Business Plan Narrative

1 General Provisions Relating to the Business Plan Narrative

- 1.1 In the documents referenced at Paragraphs 2.2 to 2.6 (inclusive):
- (a) capitalised terms which do not have a corresponding definition in Schedule 1 (Definitions) shall be interpreted as having the standard industry meaning;
 - (b) references to 'BAI' and 'BAI Communications' shall be interpreted to mean the Concessionaire and 'we', 'us' and 'our' shall be construed accordingly;
 - (c) statements relating to previous experience and representations of future activities of the Concessionaire shall be interpreted as being indicative of the:
 - (i) intention of the Concessionaire; and
 - (ii) understanding of the Concessionaire and TTL at the time of entering into this Agreement; and
 - (d) references to 'BAI' in the context of statements of prior experience of the Concessionaire shall be interpreted as referring to the relevant entity in the Concessionaire's corporate group as the context requires;
 - (e) references in text or graphics to Bank/Monument as a single Station shall be interpreted as meaning Bank and Monument as separate Stations; and
 - (f) dates in text or graphics were prepared based on an assumed date of entry into this Agreement by the Parties of 1 June 2021, and should be interpreted as being one month later than the date specified.
- 1.2 Notwithstanding anything else in this Agreement (including Clause 1.5), nothing in the documents referenced at Paragraphs 2.2 to 2.6 (inclusive):
- (a) shall in any way waive, limit or amend the Concessionaire's obligations set out at Clauses 11.15 to 11.22 (Business Plan and Capital Investment);
 - (b) shall grant any rights to the Concessionaire in respect of TTL Assets in addition to those set out at Clauses 6.26 to 6.31 (Exclusivity);
 - (c) shall impose obligations on TTL (or any other member of the TfL Group) in addition to those set out in Schedule 3 (TTL Responsibilities) including:
 - (i) obligations on TTL set out in RAID logs; and
 - (ii) obligations on TTL to attend meetings which are not set out in Schedule 8.1 (Governance).
- 1.3 No errors in or omissions from Schedule 4.1 (Concessionaire Solution) A0 – Requirements Checklist shall relieve the Concessionaire of any obligations under this Agreement.
- 1.4 The following documents, described as 'Supporting Information' in the documents referenced at Paragraphs 2.2 to 2.6 (as uploaded to the Completion Dataroom on 15 June 2021 and subsequently onto the USB stick attached to this Agreement) are incorporated as Exhibits into

this Agreement to provide context to the Business Plan Narrative. They are not intended to be contractually binding on the Concessionaire.

- (a) Exhibit 1B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 Annual Report Template (PowerPoint);
- (b) Exhibit 2B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 Annual Report Template (PDF);
- (c) Exhibit 3B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 Cartesian Report;
- (d) Exhibit 4B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 Mentor Report;
- (e) Exhibit 5B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 EY-Parthenon Report (CMS);
- (f) Exhibit 6B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 EY-Parthenon Report (Streetscape);
- (g) Exhibit 7B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B1 EY-Parthenon Report (Fibre);
- (h) Exhibit 8B - BAI_TCP_ISFT_SPTNG_INFO RESPONSE B1 Telefónica UK Heads of Terms (Redacted);
- (i) Exhibit 9B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B3 Competitor Analysis;
- (j) Exhibit 10B - BAI_TCP_ISFT_SPTNG INFO RESPONSE B3 Letters of Support;
- (k) Exhibit 1A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A1 Supply Chain Management Policy; and
- (l) Exhibit 14A - BAI_TCP_ISFT-U_SPTNG INFO RESPONSE B1_Strategic RAID.

2 Business Plan Narrative

2.1 Requirement Checklist Table B0

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B0 Requirements Checklist" which is incorporated into this Agreement.

2.2 General

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B1 General" which is incorporated into this Agreement.

2.3 Commercial Mobile Services

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B2 Commercial Mobile Services" which is incorporated into this Agreement.

2.4 Fibre Services

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B3 Fibre Services" which is incorporated into this Agreement.

2.5 Streetscape Services

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B4 Streetscape Services" which is incorporated into this Agreement.

2.6 Public Wi-Fi Services

- (a) Refer to the document entitled "Schedule 4.5 (Business Plan) – B5 Public Wi-Fi Services" which is incorporated into this Agreement.

Part B – Business Plan Financial Summary

1 Business Plan Financial Summary

1.1 The following tabs in the Financial Model constitute the Business Plan Financial Summary:

- (a) Pro Forma A (i);
- (b) Pro Forma A (ii);
- (c) Pro Forma A (iii);
- (d) Pro Forma A (iv);
- (e) Pro Forma A (vi);
- (f) Pro Forma A (i) Annual;
- (g) Pro Forma A (ii) Annual;
- (h) Pro Forma A (iii) Annual;
- (i) Pro Forma A (iv) Annual;
- (j) Pro Forma A (v) Annual; and
- (k) Pro Forma A (vi) Annual.

Part C – Financial Model

1 Financial Model

- 1.1 The following files (as uploaded to the Completion Dataroom on 15 June 2021 and subsequently onto the USB stick attached to this Agreement) constitute the Financial Model and are incorporated into this Agreement:
- (a) 072. Contractualised Financial Model 210520.xlsx
 - (b) 073. Contractualised Model Data Book 210520.docx