

REDACTED

[illegible]

The list is typical of the Additional Services Initial Spares that would be provided as part of service introduction and is an example of the depth of the Additional Services Initial Spares that will be provided; however, the list is subject to revision based on:

- Final subcontractor selection
- Design freeze
- Definition of the Maintenance Regime

Bombardier Part Number	Description	Quantity
tbc	Windscreen	8

BOMBARDIER

Schedule 8 Part A
REDACTED

[illegible]

BOMBARDIER

Schedule 8 Part A
REDACTED

[illegible]

BOMBARDIER

Schedule 8 Part A
REDACTED

Bombardier Part Number	Description	
tbc	[REDACTED]	[REDACTED]
tbc	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

4 Attachments

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

Part B Initial Special Tools

REDACTED

New Rolling Stock for London
Overground Project

Schedule 8 Part B Initial Special Tools Lists

Bombardier has many years' experience in the maintenance and overhaul of UK rolling stock and has a strategy of minimising the use of special tools.
Our suppliers use tools from Bombardier's standard toolkit unless a significant maintenance or operational benefit can be demonstrated, therefore minimising the number of special tools and software required.

A. Introduction

The special tools and software policy being adopted for this project is consistent with that adopted for all recent Bombardier UK projects, namely the minimisation of the special tools and software inventory by ensuring, as far as is practicable that all tools and equipment are commercially available on the open market

The value of the special tools provided in Appendix 2, Part B of the MSA, comprising of the types of special tools and quantities indicated in this schedule will be sufficient for the delivery of the Services.

In response to the requirements of Schedule 8, Part B - Initial Special Tools, Bombardier is pleased to provide the following Special Tools Lists.

A1.1. Special tools to be supplied to RfL for use in operating the Units

System	Special Tool	Special Tool Function	Quantity
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The final Unit key strategy will be agreed with RfL during the project phase.

A1.2. Special tools software to be supplied to RfL for use in communicating with the Units

System	Special Tool	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1

Schedule 8 Part B Initial Special Tools Lists

System	Special Tool	Special Tool Function	Quantity
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1

A1.3. Special Tools to be used by Bombardier in maintaining the Units, or to communicate with the Units

System	Special Tool		
[REDACTED]	Main Reservoir [REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1
[REDACTED]	[REDACTED]	[REDACTED]	1

Schedule 8 Part B Initial Special Tools Lists

[illegible]

[illegible]

Schedule 8 Part B Initial Special Tools Lists

System	Special Tool	Special Tool Function	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

A1.4. A list of equipment to be held to facilitate re-railing of Units or recovery of Units with seized or damaged wheelsets

System	Special Tool	Special Tool Function	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Typically this equipment would normally be considered to be part of the rescue and response teams' standard equipment; however in compliance to RfL Requirements, Bombardier will make provision for such items to be available in the depot, in addition to any provision made by the specialist rescue and response teams engaged.

B. Supporting Information

No files are required to support this schedule.

Title	File Name
None attached	

**Schedule 9
Maintenance Facilities and Chingford Stabling Site**

Appendix 1: Manufacturer Fit Out Assets

1. Fit Out Specification, Manufacturer Fit Out Works and Method Statement

- 1.1 The Manufacturer shall, no later than three months after the Commencement Date, submit to the Purchaser for Assurance Acceptance particulars of the specification for the fit out of each of the Willesden Depot, the Ilford A Maintenance Depot and the Chingford Stabling Site (the *Fit Out Specification*), including details of all Fixed Assets and all Moveable Assets.
- 1.2 The Manufacturer shall, no later than six months after the Commencement Date, submit to the Purchaser for Assurance Acceptance its proposals for those parts of the fit out of each of the Willesden Depot, the Ilford A Maintenance Depot and the Chingford Stabling Site to be undertaken by the Manufacturer (the *Manufacturer Fit Out Works*) together with draft method statements and management proposals (*Method Statement*).
- 1.3 The Method Statement shall contain the following information:
- (a) proposed details of contact names for the consultants and Subcontractors proposed for the design and carrying out of the Manufacturer Fit Out Works;
 - (b) proposals for the regular liaison, co-ordination and co-operation between the Facility Owner, the Purchaser and the Manufacturer in relation to the implementation of the Manufacturer Fit Out Works; and
 - (c) proposed details of the order and estimated timing proposed for the carrying out of each part of the Manufacturer Fit Out Works, including proposals for deliveries to the relevant site of materials and equipment for incorporation or use in the Manufacturer Fit Out Works.

2. Access to the Maintenance Facilities and the Chingford Stabling Site

- 2.1 The Manufacturer shall be granted access to the Willesden Depot in accordance with the terms of the licence for access to Willesden Depot granted to the Maintainer under Schedule 9 (*Maintenance Facilities – Willesden Depot*) of the TSA, provided that such access shall be granted no earlier than 13 November 2016.
- 2.2 The Manufacturer acknowledges that it accepts all risks relating to procuring access to the Ilford A Maintenance Depot for the purpose of carrying out any Manufacturer Fit Out Works and that it shall not be entitled to make any claim against the Purchaser for extension of time, payment or otherwise in respect of any delay or other impediment to its access to the Ilford A Maintenance Depot for such purpose.
- 2.3 Subject to the activities of the Facility Owner of the Chingford Stabling Site in and about the Chingford Stabling Site and to the Manufacturer remaining at all times under the control of the Facility Owner, the Manufacturer shall be granted access to the Chingford Stabling Site in accordance with its Method Statement, provided that the grant of such access is subject to the Manufacturer complying with, and procuring that each of its representatives (including any Subcontractor) complies with any requirement, instruction and/or condition the Purchaser and/or the Facility Owner considers necessary to:

- (a) address any requirement or recommendation of any insurer of any risk to the safety of persons and/or property; and/or
- (b) comply with any Applicable Laws and Standards and/or any applicable Relevant Approvals.

3. Fit Out Works

Carrying-out of Fit Out Works

- 3.1 Unless otherwise agreed with the Purchaser, the Manufacturer shall undertake the Manufacturer Fit Out Works in accordance with the Method Statement and carry out and complete such Manufacturer Fit Out Works:
- (a) diligently and without avoidable delay;
 - (b) in a good and workmanlike manner using sound materials of good quality;
 - (c) by reputable contractors;
 - (d) in accordance with good design practice; and
 - (e) in accordance with the Fit Out Specification and all Relevant Approvals and/or Applicable Laws and Standards relating to the Manufacturer Fit Out Works.
- 3.2 The Manufacturer shall be responsible for obtaining all planning permissions, consents and any other Relevant Approvals required for the Manufacturer Fit Out Works.

Co-ordination with the Maintenance Facility operations

- 3.3 The Manufacturer acknowledges that it may carry out the Manufacturer Fit Out Works in the same areas as other railway operations being carried out by (or by other persons under the control of) the Maintainer at the Ilford A Maintenance Depot, the Willesden Depot and/or the Chingford Stabling Site (the *Continuing Operations*). The Manufacturer agrees:
- (a) to liaise as necessary with the Maintainer to ensure that all information regarding any item of the Manufacturer Fit Out Works that may affect any aspect of the Continuing Operations is provided to the Maintainer (as relevant) in writing in good time before that item of the Manufacturer Fit Out Works is to be carried out;
 - (b) to arrange its timetable of works and method of working to ensure that it does not hinder or prevent any aspect of the Continuing Operations.
- 3.4 The Manufacturer shall during the carrying out of the Manufacturer Fit Out Works:
- (a) take such precautions at all times and at its own cost as the Purchaser and/or the Maintainer may reasonably require for the protection of the relevant Maintenance Facility, the Chingford Stabling Site and the Continuing Operations from the effect of the Manufacturer Fit Out Works;

- (b) use only the entrances, routes and exits as shall be designated from time to time by or on behalf of the Maintainer at the Ilford A Maintenance Depot, the Willesden Depot and/or the Chingford Stabling Site;
- (c) not cause any delay to or interference with the Continuing Operations nor give any instruction to the contractors engaged on them and shall make good all or any damage to the relevant Maintenance Facility and/or the Chingford Stabling Site and/or the Maintainer's property at Willesden Depot caused by the carrying out of the Manufacturer Fit Out Works; and
- (d) provide and maintain temporary hoardings during the execution of the Manufacturer Fit Out Works in order to enclose the area of the relevant Maintenance Facility and/or the Chingford Stabling Site, where the Manufacturer Fit Out Works are taking place in a manner and comprising materials and the type of facing as reasonably agreed with the Purchaser and/or the Maintainer.

Storage of Equipment

- 3.5 The Manufacturer shall take such reasonable security measures as the Purchaser or Network Rail considers necessary to prevent the stored plant, equipment and materials being used to vandalise any part of the Network.

4. Assets

Fixtures

- 4.1 The Manufacturer acknowledges and agrees that to the extent that any plant, equipment and/or other assets installed as part of the Manufacturer Fit Out Works are fixtures (*Fixed Assets*), legal and beneficial title to such Fixed Assets shall, from the time at which such Fixed Asset is installed, vest in Network Rail (or such other person who holds the freehold interest in the land on which the relevant Maintenance Facility or the Chingford Stabling Site is situated).

Moveable Assets

- 4.2 Subject to paragraph 4.3, the Manufacturer acknowledges and agrees that the legal and beneficial title to any plant, equipment and/or other assets installed and/or acquired as part of the Manufacturer Fit Out Works, save for the Fixed Assets (*Moveable Assets*), shall vest in the Purchaser on Equipment Acceptance at the relevant Maintenance Facility or the Chingford Stabling Site, with full title guarantee and free from any Security and the Manufacturer shall do all things necessary or desirable to ensure that title to such Moveable Assets vests in the Purchaser.
- 4.3 The Parties agree that this paragraph 4 shall not apply to any assets or other property unless specifically agreed by the Purchaser and the Manufacturer in writing to constitute Moveable Assets or Fixed Assets.

5. Undertakings and Warranties

Fit Out Specification - Undertakings

- 5.1 The Manufacturer undertakes to the Purchaser that the Fit Out Specification will be designed so that it and the Manufacturer Fit Out Assets:

- (a) do not contravene any Applicable Laws and Standards or (in the case of Willesden Depot) the Headlease (as defined in the Train Services Agreement);
- (b) are sufficient, adequate and/or complete in all respects such that the Maintainer will be able to perform all of the Services in respect of all of the Units in a safe, economical and efficient manner, and in accordance with the Maintenance Plan (as defined in the Train Services Agreement);
- (c) do not contain any materials which are generally known in the construction industry to be deleterious;
- (d) do not pose any material risk and/or hazard to any person and/or any property; and
- (e) will not cause the Purchaser to be in breach of any of its existing obligations (whether regulatory, statutory or contractual) where these have been made specifically known to the Manufacturer by the Purchaser.

Manufacturer Fit Out Works – Representations and Warranties

5.2 The Manufacturer shall at the time that the Fit Out Specification is finalised in accordance with paragraph 1.1 represent and warrant to the Purchaser that in respect of the Manufacturer Fit Out Works:

- (a) it has examined the documents forming this Agreement and is not aware of any ambiguity or discrepancy within or between any of the documents forming part of this Agreement which might adversely affect the carrying out of the Manufacturer Fit Out Works in accordance with this Agreement;
- (b) it has sufficient information about the Purchaser, the Maintainer, the Maintenance Facilities, the Chingford Stabling Site and the Manufacturer Fit Out Works and that it has made all appropriate and necessary enquiries to enable it to provide the Manufacturer Fit Out Works in accordance with this Agreement;
- (c) it is aware of the purposes for which the Manufacturer Fit Out Works are required and acknowledges that the Purchaser and the Maintainer are each reliant upon the Manufacturer's expertise and knowledge in the provision of the Fit Out Specification;
- (d) it has all the resources including financial, technical and human resources as are required to carry out and complete the Manufacturer Fit Out Works in accordance with this Agreement;
- (e) all workmanship, manufacture and fabrication will be in accordance with the Fit Out Specification and all Applicable Laws and Standards;
- (f) the Manufacturer Fit Out Works will be carried out using only materials and goods which are new and of sound and good quality;
- (g) the plant and materials will on completion be fit for the purposes described in this Agreement and the Train Services Agreement and capable of being used,

operated and maintained in a safe, economic and efficient manner, free from any unreasonable risk to the health and well-being of persons using it and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;

- (h) the plant and materials will not deteriorate at a greater rate than that reasonably to be expected of high quality, reliable, well-designed plant of a similar nature and manufacture; and
- (i) the plant and materials will at take-over operate safely and efficiently in combination with any plant, equipment or system to which it is to be connected.

5.3 Each warranty and obligation in paragraphs 5.1 and 5.2 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation in this Agreement.

Appendix 1
Manufacturer Fit Out Assets

Part A Willesden Depot

Asset	Quantity
Fixed Assets	
Heavy cleaning facility to Shed Road No1 with revised drainage and segregation from the adjacent road.	1
'Swimming pool' in between roads 2 and 3 by extension of the current drop side pits	1
Fixed position Pillar Cranes for replacement of roof mounted equipment.	4
Door and roof level staging to one shed road for access for maintenance and overhaul	1 structure
Installation of fall arrest system for safe working at height	1
750v d.c. auxiliary shore supply to No 2 or 3 shed road for live d.c. testing	1
Charging power supply for Battery operated 'Tug'	1
Automatic Vehicle Inspection System equipment (AVIS)	1
Moveable Assets	
Battery operated & remote controlled 'Tug' for the use in the movement of Units or rail vehicles	1
Synchronised Lifting Jacks	22

Part B Ilford A Maintenance Depot

Asset	Quantity
Fixed Assets	
Door and roof level staging to one road for access for maintenance and overhaul	1 structure
Charging power supply for Battery operated 'Tug'	1
Moveable Assets	
Battery operated & remote controlled 'Tug' for the use in the movement of Units or rail vehicles	1

Part C Chingford Stabling Site

Asset	Quantity
Fixed Assets	
Automatic Vehicle Inspection System equipment (AVIS)	1
Train exterior heavy cleaning and servicing facility	1
Shared accommodation building for Bombardier and train operator's staff replacing existing accommodation building that will be removed.	1
Moveable Assets	
None	

Schedule 10
Milestones and Security¹

Part A	Advance Payment Bond
	Appendix 1 Form of Advance Payment Bond
Part B	Milestones
	Appendix 1 Schedule of Milestones
	Appendix 2 Total Contract Price
	Appendix 3 Purchaser Milestone Payment Certificate
Part C	Options for supply of further Units and Equipment
Part D	Technical Options

¹ Schedule 10 of the Manufacture and Supply Agreement dated 1 July 2015, as completed and initialled by Bombardier Transportation UK Limited and Rail for London Limited for the purpose of contract identification on 2 July 2015.

DA-
RSD

Part A Advance Payment Bond

1. Advance Payment Bond

Initial Advance Payment Bond

- 1.1 The Manufacturer shall, at its own cost, procure the issue of an Advance Payment Bond from an Advance Payment Bond Provider in favour of the Purchaser for an initial APB Bond Amount equal to the Commencement Date Milestone Payment (the *Initial APB Bond Amount*).

Initial Advance Payment Bond Provider

- 1.2 The Advance Payment Bond procured pursuant to paragraph 1.1 must:
- (a) be issued by a financial institution which is acceptable to the Purchaser (acting in its absolute discretion) and which either:
 - (i) has a long-term credit rating of "A+" or better from Standard and Poor's Rating Services or the equivalent rating from any other agency of equivalent international reputation which rates the Advance Payment Bond Provider; or
 - (ii) at the Purchaser's absolute discretion, has a long-term credit rating of less than "A+" from Standard and Poor's Rating Services or equivalent rating from any other agency of equivalent international reputation which rates the Advance Payment Bond Provider;
 - (b) have an expiry date which is no less than 12 months from the date of issue of the Advance Payment Bond.

Calling the Advance Payment Bonds

- 1.3 The Purchaser shall be entitled to make a demand under any Advance Payment Bond(s):
- (a) in the event of any breach by the Manufacturer of the terms of this Agreement, in respect of any amounts due to the Purchaser (or to which it is entitled) as a result of such breach;
 - (b) where this Agreement is terminated due to the occurrence of a Manufacturer Event of Default, for an amount in aggregate of the Required APB Bond Amount, which amount shall be paid into an interest bearing account with a clearing bank of first class standing in London and held on trust for the Purchaser and the Manufacturer for application in or towards amounts due to the Purchaser following termination for a Manufacturer Event of Default as provided for in this Agreement;
 - (c) where this Agreement terminates other than as contemplated by paragraph 1.3(b) (save where it terminates due to a Purchaser Event of Default), in respect of any amounts which the Manufacturer is liable to pay to the Purchaser (whether by way of indemnity or otherwise) and has failed to pay to the Purchaser; or

DA
PES

- (d) where the Manufacturer is liable to pay to the Purchaser (whether by way of indemnity or otherwise), and has failed to pay to the Purchaser, any amounts due and payable pursuant to this Agreement (other than as provided for in paragraphs 1.3(b) and 1.3(c)), in respect of such amounts.

1.4 Without prejudice to its rights under paragraph 1.3, the Purchaser shall be entitled to make a demand under an Advance Payment Bond if the circumstances described in paragraph 3 (*Defect in an Advance Payment Bond*) arise in relation to that Advance Payment Bond.

Increases in the Required APB Bond Amount

1.5 Subject to paragraph 1.7, the Purchaser shall only be obliged to pay to the Manufacturer each Milestone Payment in accordance with this Schedule 10 if:

- (a) in relation to the first Milestone Payment, the Manufacturer has provided an Advance Payment Bond for the Initial APB Bond Amount as specified in paragraph 1.1;
- (b) in relation to all subsequent Milestone Payments, the Manufacturer has provided and continues to provide one or (subject to paragraph 2 (*Limit on Advance Payment Bonds*)) more Advance Payment Bonds for (in aggregate) the Required APB Bond Amount at such time which are in full force and effect on the date of the relevant Milestone Payment; and
- (c) in relation to any Milestone Payment (other than the first Milestone Payment) against which an increase is shown in column (4) in the Schedule of Milestones set out in Appendix 1 (*Schedule of Milestones*) to Part B (*Milestones*) of this Schedule 10:
 - (i) in advance of the date of payment of such Milestone Payment, the Manufacturer has increased the APB Bond Amount under the existing Advance Payment Bonds in aggregate by (and/or, subject to paragraph 2, procured the issue of an additional Advance Payment Bond with an APB Bond Amount of) the relevant amount specified against the relevant Milestone Payment in column (4) in the Schedule of Milestones set out in Appendix 1 (*Schedule of Milestones*) to Part B (*Milestones*) of this Schedule 10; and
 - (ii) the Purchaser has received a certificate in the form set out in Appendix 1 to the relevant Advance Payment Bond(s) as evidence that the aggregate APB Bond Amount(s) under the Advance Payment Bonds has been increased by the relevant amount specified against the relevant Milestone Payment in column (4) in the Schedule of Milestones set out in Appendix 1 to Part B of this Schedule 10,

and (without prejudice to paragraph 1.6 below) the Required APB Amount shall be increased accordingly.

DA.
RL

Decreases in the Required APB Bond Amount

- 1.6 Subject to paragraph 1.7(c), upon Provisional Acceptance or Qualified Provisional Acceptance of each Unit comprising the Initial Order, the Required APB Bond Amount will be reduced by an amount equal to:

$$\frac{A}{B} \times 4$$

where:

A is an amount which is the aggregate of the Required APB Bond Amount increases which are specified in column (4) in the Schedule of Milestones set out in Appendix 1 (*Schedule of Milestones*) to Part B (*Milestones*) of this Schedule 10, being £ [REDACTED] (the *Maximum IO Required APB Amount*); and

B is the number of Vehicles comprising the Initial Order, being 180,

and the Purchaser shall issue a certificate in the form set out in Appendix 2 to the relevant Advance Payment Bond(s) reflecting such reduction. If more than one Advance Payment Bond is in issue at any time that a reduction in the Required APB Bond Amount occurs pursuant to this paragraph 1.6, the applicable reduction shall be applied pro rata as between the respective APB Bond Amounts under such Advance Payment Bond(s), unless the Parties agree otherwise. If the Manufacturer wishes such a reduction to be applied otherwise than pro rata as between the Advance Payment Bonds in issue at the relevant time, it shall notify the Purchaser of its alternative proposal at least 10 Working Days before the applicable reduction is to occur.

Exercise of Options or other Changes involving advance payments

- 1.7 (a) Following delivery of a Change Confirmation Notice in respect of an Option Unit Change, the Manufacturer shall, as soon as practicable and in any event before any payment is due to be made by the Purchaser in relation to that Option:

- (i) subject to paragraph 2 (*Limit on Advance Payment Bonds*), deliver to the Purchaser an additional Advance Payment Bond that complies with paragraphs 1.2(a) to (b) for the value of any initial payment to be made by the Purchaser in relation to that Option Unit Change; or
- (ii) procure the extension of any then current Advance Payment Bond by the amount of any initial payment to be made by the Purchaser in relation to that Option Unit Change; or
- (iii) put in place a new Advance Payment Bond that complies with paragraphs 1.2(a) to (b) for the value of any initial payment to be made by the Purchaser in relation to that Option if no Advance Payment Bond is in place at that point,

such that the amount of the initial payment due in relation to the relevant Option Unit Change shall be added incrementally to the aggregate value of

MA-
PGE

the then existing Advance Payment Bonds, and the Required APB Amount shall be increased accordingly. The provisions of paragraphs 1.3, 3 (*Defect in an Advance Payment Bond*) and 4 (*Replacement of an Advance Payment Bond Provider*) shall apply in relation to all such Advance Payment Bonds.

(b) Following delivery of a Change Confirmation Notice in respect of an Option Unit Change, the Purchaser shall only be obliged to pay to the Manufacturer each payment in the relevant Schedule of Payments (each an *Option Milestone Payment*) if:

(i) in relation to the initial Option Milestone Payment, the Manufacturer has provided increased APB Bond Amounts in accordance with paragraph 1.7(a) above;

(ii) in relation to all subsequent Option Milestone Payments, the Manufacturer has provided and continues to provide one or more Advance Payment Bonds for (in aggregate) the Required APB Bond Amount at such time which are in full force and effect on the date of the relevant Option Milestone Payment; and

(iii) in relation to any Option Milestone Payment that falls due before Acceptance of the first Option Unit and/or Option Vehicle (other than the first Option Milestone Payment):

(A) in advance of the date of payment of such Option Milestone Payment, the Manufacturer has increased the APB Bond Amount under the existing Advance Payment Bonds in aggregate by and/or subject to paragraph 2 (*Limit on Advance Payment Bonds*), procured the issue of an additional Advance Payment Bond with an APB Bond Amount of the amount of that payment; and

(B) the Purchaser has received a certificate in the form set out in Appendix 1 to the relevant Advance Payment Bond(s) as evidence that the aggregate APB Bond Amount(s) under the Advance Payment Bonds has been increased by the required amount,

and the Required APB Amount shall be increased accordingly.

(c) Subject to paragraphs 1.7(d) and 1.8, following delivery of a Change Confirmation Notice in respect of an Option Unit Change, the provisions of paragraph 1.6 shall apply upon the Acceptance or Qualified Acceptance of each Unit and/or Vehicle (whether comprising the Initial Order or the Option Unit Change) on the basis that:

(i) the words "each Unit comprising the Initial Order" shall be replaced with "each Unit or Vehicle (as the case may be) comprising the Initial Order or the Option Unit Change"; and

(ii) the formula in paragraph 1.6 shall be replaced with the following formula:

DA.
PAC

$$\frac{(IOA + OOA - RAR)}{B} \times C$$

where:

IOA is the Maximum IO Required APB Amount (as set out in paragraph 1.6);

OOA is an amount which is the aggregate of the amounts by which the Required APB Amount is to be increased in relation to the Option Unit Change (including the initial increase in accordance with paragraph 1.7(a));

RAR is the aggregate amount of any reductions in the Required APB Amount that have occurred before the date of the relevant Change Confirmation Notice in accordance with paragraph 1.6;

B is the aggregate number of Vehicles comprising the Initial Order and the Option Unit Change that have not yet been Accepted as at the date of the relevant Change Confirmation Notice; and

C is the number of Vehicles being Accepted at the relevant time (being four in the case of Acceptance of a Unit in four-car formation, five in the case of Acceptance of a Unit in a five-car formation (which is not an Accepted Unit into which an Option Vehicle has been fitted), or one in the case of Acceptance of an Option Vehicle (as part of an Accepted Unit into which the Option Vehicle has been fitted)).

(d) The provisions of this paragraph 1.7 shall apply in relation to each successive Option Unit Change (if any) in the same manner, save that for the purposes of paragraph 1.7(c) any previous Option Unit Changes shall be deemed to form part of the Initial Order (such that (A) the IOA in the formula shall include the OOA for such previous Option Unit Changes, (B) the B in the formula shall include the number of Vehicles comprising such previous Option Unit Changes).

1.8 The provisions of paragraph 1.7 shall apply in relation to any Purchaser Change or Compensation Event that is the subject of a Change Confirmation Notice (or a Claim Confirmation Notice) and in respect of which the agreed Schedule of Payments requires the Purchaser to make payments in advance of Acceptance and delivery of the items that are the subject of the relevant Change, on the basis that all references to the "Option Unit Change" are references to the relevant Purchaser Change (or Compensation Event). This paragraph 1.8 shall have effect even where the relevant Purchaser Change (or Compensation Event) does not include the delivery or Acceptance of additional Units or Vehicles.

DA.
PRL

2. Limit on Advance Payment Bonds

The Manufacturer may issue in favour of the Purchaser a maximum of three Advance Payment Bonds at any time. Where the Purchaser is entitled to make a demand pursuant to paragraph 1.3, such demand shall be made under any or all of the issued Advance Payment Bonds at the Purchaser's absolute discretion.

3. Defect in an Advance Payment Bond

Maintenance of Advance Payment Bonds

- 3.1 Subject only to the provisions of this Part A, the Manufacturer shall maintain the continuing validity and effectiveness of each Advance Payment Bond until the date on which the Required APB Bond Amount under the relevant Advance Payment Bond has been reduced to zero in accordance with this Schedule 10 (the *APB Step-Down Date*). The Manufacturer shall provide at least 30 Working Days' advance notice of the expiry of any Advance Payment Bond before the APB Step-Down Date. The Manufacturer shall promptly notify the Purchaser upon becoming aware of the occurrence of a Bond Event or an APB Bond Provider Downgrade.

Bond Event of APB Provider Downgrade

- 3.2 Without prejudice to paragraph 3.4, where either a Bond Event of an APB Provider Downgrade occurs, the Manufacturer shall either:

- (a) deliver to the Purchaser another Advance Payment Bond for an APB Bond Amount at the date of replacement equal to the APB Bond Amount under the then current affected Advance Payment Bond (or, as the case may be, equal to the APB Bond Amount at the time of termination of the affected Advance Payment Bond if such Advance Payment Bond has expired or terminated) which complies with the requirements of this Agreement in accordance with the procedure set out in paragraph 4.2; or
- (b) procure that alternative cash collateral or other security acceptable to the Purchaser in an amount equal to the APB Bond Amount from time to time under the affected Advance Payment Bond is made available to the Purchaser on such terms and conditions as the Purchaser shall, in its absolute discretion, consider appropriate,

and, if the Manufacturer fails to deliver such replacement or extended Advance Payment Bond or replacement security by no later than:

- (i) 30 Working Days following the occurrence of the Bond Event or APB Provider Downgrade; or
- (ii) if earlier, the appropriate time limit in accordance with paragraph 4.2,

the Purchaser shall be entitled to make demand under that Advance Payment Bond for the total APB Bond Amount under that Advance Payment Bond at that time, and the provisions of paragraphs 3.5 and 3.6 shall apply to any amounts that are received from the relevant Advance Payment Bond Provider as a result of such demand.

Expiry of an Advance Payment Bond

DA-
Ple

3.3 Where an Advance Payment Bond will expire before the APB Step-Down Date, the Manufacturer shall either:

- (a) extend the term of the affected Advance Payment Bond (or replace it with another Advance Payment Bond with an APB Bond Amount equal to that under the affected Advance Payment Bond at the time of expiry, in accordance with the procedure set out in paragraph 4.2), in each case with a validity period of not less than 12 months; or
- (b) procure that alternative cash collateral or other security acceptable to the Purchaser in an amount equal to the APB Bond Amount from time to time under the affected Advance Payment Bond is made available to the Purchaser on such terms and conditions as the Purchaser shall, in its absolute discretion, consider appropriate,

and, if the Manufacturer fails to deliver such replacement or extended Advance Payment Bond or replacement security by no later than 10 Working Days prior to the expiry of the then current Advance Payment Bond, the Purchaser shall be entitled to make demand under the affected Advance Payment Bond at that time (on terms that such demand shall be deemed to be withdrawn if the validity period of that Advance Payment Bond is extended for at least 12 months), and the provisions of paragraphs 3.5 and 3.6 shall apply to any amounts that are received from the relevant Advance Payment Bond Provider as a result of such demand.

Insolvency Event of an Advance Payment Bond Provider

3.4 If there is an Insolvency Event in relation to any Advance Payment Bond Provider then, notwithstanding the other provisions of this Part A, including the Manufacturer's obligation to replace the Advance Payment Bond, the Purchaser shall immediately be entitled to make demand under that Advance Payment Bond for the total amount of that Advance Payment Bond at that time, and the provisions of paragraphs 3.5 and 3.6 shall apply to any amounts that are received from the Advance Payment Bond Provider as a result of such demand.

Treatment of Bond proceeds

3.5 Any amount that the Purchaser receives from an Advance Payment Bond Provider as a result of a demand made in accordance with this paragraph 3.5 shall be paid into an interest bearing account with a clearing bank of first class standing in London and held on trust for the Purchaser and the Manufacturer for application in or towards amounts in respect of which the Purchaser would have been entitled to make any demand under the Advance Payment Bond. Any interest accruing in such account and any balance remaining at the APB Step-Down Date or earlier termination of this Agreement or such other date as the Purchaser shall determine following application by the Purchaser in accordance with this paragraph 3.5 shall, subject to the Purchaser's rights of set-off in clause **Error! Reference source not found. (Set Off)**, belong to the Manufacturer. If the Manufacturer subsequently delivers a replacement or extended Advance Payment Bond complying with the provisions of this Agreement, the balance standing to the credit of the account (including any amount in respect of interest accrued) shall belong to the Manufacturer and the Purchaser shall

promptly take such steps as are reasonably requested by the Manufacturer to ensure release of such balance to the Manufacturer.

Manufacturer Event of Default

- 3.6 The receipt of any amounts by the Purchaser from an Advance Payment Bond Provider as a result of a demand made in accordance with this paragraph 3 (*Defect in an Advance Payment Bond*) shall be treated as alternative cash collateral acceptable to the Purchaser in pro tanto satisfaction of the Manufacturer's obligation to provide Advance Payment Bond(s) in accordance with this Part A, and if the circumstances described in paragraphs 3.2, 3.3 or 3.4, arise and the Purchaser elects to make a demand under the affected Advance Payment Bond in accordance with the terms of the relevant provision, no Manufacturer Event of Default under clause **Error! Reference source not found.** or **Error! Reference source not found.** shall arise unless and until the relevant Advance Payment Bond Provider notifies the Purchaser that it will not satisfy the demand in full (and the Manufacturer has not taken the applicable action under paragraphs 3.2(a) or (b) or paragraphs 3.3(a) or (b) by such time).

4. Replacement of an Advance Payment Bond

Manufacturer Substitution of Advance Payment Bond

- 4.1 Following the provision of any Advance Payment Bond, the Manufacturer may request that the Purchaser accept a replacement Advance Payment Bond in substitution for such Advance Payment Bond and the provisions of paragraph 4.2 shall apply. The Purchaser shall not refuse such request if the replacement Advance Payment Bond complies with all the requirements of this Agreement. If a replacement Advance Payment Bond is procured pursuant to this paragraph 4.1, the Purchaser shall return the existing Advance Payment Bond to the Manufacturer once it has received the substitute Advance Payment Bond.

Substitute of Advance Payment Bond Provider

- 4.2 Where a replacement Advance Payment Bond is to be provided pursuant to this Part A of Schedule 10, the procedure in this paragraph 4.2 shall apply.

- (a) The substitute Advance Payment Bond Provider must either:
- (i) have a long-term credit rating of "A+" or better from Standard and Poor's Rating Services or the equivalent rating from any other agency of equivalent international reputation which rates the Advance Payment Bond Provider; or
 - (ii) at the Purchaser's absolute discretion, have a long-term credit rating of less than "A+" from Standard and Poor's Rating Services or equivalent rating from any other agency of equivalent international reputation which rates the Advance Payment Bond Provider.
- (b) Within 10 Working Days of the APB Provider Downgrade, Bond Event or the Purchaser's receipt of notice of expiry pursuant to paragraph 3.1, the

DA -
PSC

Manufacturer will provide the Purchaser with a list of potential Advance Payment Bond Providers.

- (c) If the Purchaser consents (at its absolute discretion) to any such potential Advance Payment Bond Provider(s) the Manufacturer will procure an Advance Payment Bond from such institution:
 - (i) if the replacement is required as a result of an APB Provider Downgrade or Bond Event, within 5 Working Days of such consent; or
 - (ii) if the replacement is required as a result of the impending expiry of the Advance Payment Bond, within 10 Working Days of such consent.
- (d) If the Purchaser does not consent to any of the potential Advance Payment Bond Providers it shall within 5 Working Days of receipt of the list from the Manufacturer pursuant to paragraph 4.2(b) provide the Manufacturer with an alternative list of potential Advance Payment Bond Providers.
- (e) The Manufacturer shall use all reasonable endeavours to obtain an Advance Payment Bond from the list of potential Advance Payment Bond Providers notified pursuant to paragraph 4.2(d) and the Manufacturer shall within 10 Working Days of receipt of the list of the Purchaser's potential Advance Payment Bond Providers either procure an Advance Payment Bond from such an Advance Payment Bond Provider or provide the Purchaser with details of the process the Manufacturer went through to ascertain whether it could procure an Advance Payment Bond from such institutions.
- (f) If the Purchaser does not either:
 - (i) consent to a potential Advance Payment Bond Provider suggested by the Manufacturer pursuant to paragraph 4.2(b) within 5 Working Days of receipt of such list; or
 - (ii) provide an alternative list pursuant to paragraph 4.2(d), within 5 Working Days of receipt of the list from the Manufacturer pursuant to paragraph 4.2(b),

the Purchaser will be deemed to have accepted that an Advance Payment Bond provided by any of the potential Advance Payment Bond Providers suggested by the Manufacturer pursuant to paragraph 4.2(b) is acceptable and the Manufacturer must provide an Advance Payment Bond from any such potential Advance Payment Bond Providers within 10 Working Days of the Purchaser receiving the list provided by the Manufacturer pursuant to paragraph 4.2(b).

Purchaser Right to Change the Advance Payment Bond Providers

- 4.3 (a) At any time, the Purchaser may request that the Manufacturer replaces any Advance Payment Bond with an Advance Payment Bond from any of the

DA
Pee

alternative financial institutions provided on a list given by the Purchaser to the Manufacturer (the *Alternative Suppliers*).

- (b) The Manufacturer shall use all reasonable endeavours to obtain an Advance Payment Bond from the Alternative Suppliers and shall within 10 Working Days of receipt of the list of Alternative Suppliers:
 - (i) confirm which (if any) of the Alternative Suppliers will provide an Advance Payment Bond which complies with this Agreement;
 - (ii) notify the Purchaser of the incremental cost of provision of an Advance Payment Bond which complies with this Agreement provided that the Manufacturer shall use all reasonable endeavours to mitigate any such incremental cost and shall provide evidence of such incremental cost on an Open Book Basis; and
 - (iii) for any of the Alternative Suppliers that will not provide such an Advance Payment Bond, details of the process the Manufacturer went through to ascertain if such a bond was available.
- (c) The Purchaser will, within 10 Working Days of receipt of the information pursuant to paragraph 4.3(b), confirm which of the Manufacturer's proposals are acceptable.
- (d) If the Purchaser confirms any of the Manufacturer's proposals are acceptable the Manufacturer shall procure an Advance Payment Bond from the approved Alternative Suppliers within 10 Working Days of such confirmation.
- (e) If the Purchaser does not provide a confirmation pursuant to paragraph 4.3(c) above the existing Advance Payment Bond will remain in place.
- (f) If an Advance Payment Bond is procured pursuant to this paragraph 4.3:
 - (i) the Purchaser shall return the existing Advance Payment Bond to the Manufacturer once it has received the new Advance Payment Bond; and
 - (ii) the Milestone Payments shall be adjusted to take account of any increase in the cost of the provision of the new Advance Payment Bond as evidenced in accordance with paragraph 4.3(b)(ii).

JA.
PGR

Appendix 1 to Part A
Form of Advance Payment Bond

To: Rail for London Limited of Overground House, 125 Finchley Road, Swiss Cottage, London NW3 6HY (the *Purchaser*)

Copy: Bombardier Transportation UK Limited, of Litchurch Lane, Derby DE24 8AD (the *Manufacturer*)

ADVANCE PAYMENT BOND No [●]

1. We have been informed that our customer, the Manufacturer, and you, the Purchaser, have entered into a contract dated on or around the date hereof for the design, build, test, commission and supply of rolling stock and related equipment and certain other services (the *Manufacture and Supply Agreement* or *MSA*).
2. An advance payment amounting to £[●] and subsequent Milestone Payments will be made to the Manufacturer against this Advance Payment Bond in your favour, in accordance with the terms of the MSA.
3. In consideration of the aforesaid, we, [●], hereby irrevocably undertake to pay to you any amount you may claim from us upon receipt of your first demand in writing (*Demand*) but not exceeding £[●], which amount may be varied from time to time in accordance with the terms of this Advance Payment Bond by delivery of certificates in the form specified in Appendices 1 and 2 (the *APB Bond Amount*) and, for the avoidance of doubt, the giving of a certificate in the form specified in Appendix 1 by us to you shall be at our absolute discretion,

provided that:

- (a) our liability under this Advance Payment Bond is limited to an amount or amounts in aggregate not exceeding the APB Bond Amount from time to time;
 - (b) any claim hereunder shall be accompanied by your statement that the amount claimed is due by reason of (i) a breach by the Manufacturer of the terms of the MSA, (ii) the termination of the MSA due to the occurrence of a Manufacturer Event of Default, or (iii) non-payment by the Manufacturer of sums due to the Purchaser under the terms of the MSA;
 - (c) the APB Bond Amount will decrease by an amount set out on the certificate of decrease on each occasion that a certificate in the form set out in Appendix 2 is delivered to us by you; and
 - (d) our liability under this Advance Payment Bond in respect of any claim is limited to an amount not exceeding the APB Bond Amount at the date of such claim less any and all amounts previously claimed and paid under this Advance Payment Bond.
4. This Advance Payment Bond shall be valid for Demands received in accordance with this Advance Payment Bond until the date (the *Expiry Date*) which is the earlier to occur of:

DA-
lee

(a) the date that you deliver to us an original certificate in the form set out in Appendix 2 which reduces the APB Bond Amount to zero; and

(b) [e],

whereupon you shall return this Advance Payment Bond to the Manufacturer. After the Expiry Date, subject to any Demand that remains outstanding as of the Expiry Date, our undertaking will become automatically null and void if no claim has been received by us on or before that date, whether or not this Advance Payment Bond is returned to us.

5. There shall be no limit to the number of Demands that may be made hereunder.
6. We covenant, warrant and represent that we are duly authorised to enter into, deliver and perform this Advance Payment Bond and that it constitutes a valid, binding and enforceable obligation on us in accordance with its terms.
7. We shall make payment to you immediately upon service of your Demand:
 - (a) without regard to any information or instructions which we may then have received or may thereafter receive from any other source and we shall not be entitled to inquire into or require proof of the facts stated in the Demand, the respective rights and/or obligations and/or liabilities of the Purchaser and the Manufacturer under the MSA, the authenticity of any written Demand made by the Purchaser or the authority of the persons signing any written Demand by the Purchaser which, as between ourselves and you, shall be conclusive; and
 - (b) notwithstanding any dispute between the Manufacturer and you; it being the intention of the parties hereto that the event upon which payment must be made hereunder is the service of your Demand without any rights on our part to raise any objections, irrespective of the validity of the effectiveness of the MSA and the obligations arising thereunder and irrespective of the underlying facts or their significance under the MSA.
8. All sums payable under this Advance Payment Bond shall be paid in pounds sterling to such bank account as may be specified in your Demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law. If we are required by law to make any deduction or withholding, the amount payable by us hereunder shall be increased to such amount as shall ensure that you receive a net amount equal to the amount which would have been received in absence of such deduction or withholding.
9. Our obligations hereunder shall be direct, primary, irrevocable obligations and shall not be discharged, prejudiced or adversely affected by any of the following:
 - (a) any time, waiver, release, indulgence or forbearance which the Purchaser or its agents or representatives may grant to the Manufacturer or that the Manufacturer may grant to the Purchaser;
 - (b) any amendment or modification to the MSA;

DA
P&C

- (c) any invalidity, illegality or unenforceability in or of the terms of any agreement or other commitment to which the Manufacturer is or may become a Party, including (without limitation) any invalidity in the MSA, or the avoidance, termination or other revocation of or loss of rights under the MSA;
 - (d) any disability, incapacity, change in ownership or change in status of the Manufacturer;
 - (e) an Insolvency Event in relation to, or a change in the constitution of, the Manufacturer;
 - (f) any breach of the MSA by any Party thereto; or
 - (g) by any other matter or thing which in the absence of this provision would or might have that effect.
10. No failure or delay by the Purchaser in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
 11. Our rights and obligations under the Advance Payment Bond may not be assigned or transferred save with your prior written consent.
 12. This Advance Payment Bond may be assigned or charged by you to any person to whom you are entitled to assign the MSA in accordance with the MSA.
 13. This Advance Payment Bond may not be amended, varied or supplemented in any manner whatsoever without the prior written consent of the Purchaser and us, other than in accordance with its express terms.
 14. This Advance Payment Bond is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 (the *Rules*) provided that:
 - (a) in the case of any conflict between the Rules and the provisions of this Advance Payment Bond, the provisions of this Advance Payment Bond shall take precedence; and
 - (b) Article 15 of the Rules shall be varied to enable the Purchaser to claim under this Advance Payment Bond in all circumstances set out in proviso (b) to paragraph 3 above.
 15. Words and phrases defined in the MSA shall have the same meanings in this Advance Payment Bond unless inconsistent with the context.
 16. Each of the provisions of this Advance Payment Bond is severable and distinct from the others, and if at any time any such provisions is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this Advance Payment Bond, and in such event the remaining provisions of this Advance Payment Bond shall continue to have full force and effect.
 17. This Advance Payment Bond and any non-contractual obligations arising out of it shall be governed and construed in accordance with the laws of England and Wales

DA-
AL

REDACTED

and the English Courts shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Advance Payment Bond and any matter arising from it.

18. [We agree that [●] whose address is [●] is appointed as our agent for service of process in relation to any proceedings before the English court in connection with this Deed.]²

Executed as a Deed this [●] day of [●] 201[●]

² Required if the Bond provider is a non-UK entity.

REDACTED

Appendix 1 to the Form of Advance Payment Bond

Certificate of Increase in APB Bond Amount

To: Rail for London Limited

Date: [●]

**Advance Payment Bond No. [●] issued in favour of Rail for London Limited (the
Advance Payment Bond)**

Dear Sirs,

We refer to the Advance Payment Bond. Terms defined in the Advance Payment Bond have the same meaning in this Certificate.

We have been requested by our customer, **[Insert Manufacturer's name]**, to increase the APB Bond Amount under the Advance Payment Bond.

We notify you that with immediate effect, the APB Bond Amount for the purposes of the Advance Payment Bond is increased from £[●] to £[●].

Yours faithfully

Authorised Signatory

DA
RLE

Appendix 2 to the Form of Advance Payment Bond

Certificate of Decrease in APB Bond Amount on PAC/QPAC

To: [Advance Payment Bond Provider]

Date: [•]

Advance Payment Bond No. [•] issued in favour of Rail for London Limited (the Advance Payment Bond)

Dear Sirs,

We refer to the Advance Payment Bond. Terms defined in the Advance Payment Bond have the same meaning in this Certificate.

We notify you that Unit number [•] achieved Provisional Acceptance or Qualified Provisional Acceptance, as the case may be, on [date].

Accordingly, the APB Bond Amount will be reduced by £[•]³ to £[•] with immediate effect.

Yours faithfully

Executed as a Deed by the affixing of the common seal for Rail for London Limited in the presence of:

Signature of authorised signatory.....

Date.....

Name of authorised signatory.....

³ This is the amount calculated pursuant to paragraph 1.6 or 1.7(c) of Part A of Schedule 10 (*Milestones and Security*) to the MSA having regard to the number of Vehicles Accepted, and, where more than one Advance Payment Bond is in issue, any agreement between the Manufacturer and the Purchaser as to the application of reductions in the Required APB Bond Amount amongst the Advance Payment Bonds.

Part B Milestones**1. Total Contract Price**

The Parties acknowledge and agree that the Total Contract Price is the amount set out in the final row of column (2) of the table in Appendix 2 (*Total Contract Price*) to this Part B.

2. Schedule of Milestones

- 2.1 In order to achieve each Milestone in column (1) of the Schedule of Milestones, the Manufacturer must satisfy all of the requirements in column (2) of the Schedule of Milestones corresponding to such Milestone.
- 2.2 The Schedule of Milestones sets out (in column (3)) the amount of the Milestone Payment due to the Manufacturer in respect of each Milestone, for which amount the Manufacturer may, subject to paragraph 4 (*Issue of the Purchaser Milestone Payment Certificate*), and in respect of Milestones 13 to 329 subject to clause **Error! Reference source not found.** (*Notice to Proceed and Voluntary Cancellation*), apply for payment in accordance with this Part B.
- 2.3 Notwithstanding any other provision in this Agreement, the Manufacturer shall not be entitled to any Milestone Payment if and to the extent that a previous Milestone has not been achieved, irrespective of whether the Purchaser accepts that a subsequent Milestone has in fact been achieved (and in determining whether a milestone has in fact been achieved (and in determining whether a milestone is "previous" or "subsequent", reference shall be made to the relevant scheduled date for achievement identified in column (5) of the Schedule of Milestones).

3. Notice of Achievement of Milestones

- 3.1 The Manufacturer shall following completion of each Milestone in accordance with paragraph 2.1 give to the Purchaser written notice to that effect together with reasonable evidence of such Milestone having been achieved (*Notice of Milestone Achievement*).
- 3.2 Unless the Purchaser otherwise agrees in writing, the Manufacturer shall not be entitled to submit a Notice of Milestone Achievement in respect of a Milestone prior to the scheduled date for achievement of such Milestone identified in column (5) of the Schedule of Milestones, irrespective of whether the Manufacturer in fact achieves that particular Milestone earlier than the applicable scheduled date for achievement.

4. Issue of the Purchaser Milestone Payment Certificate

- 4.1 As soon as reasonably practicable, and in any event no later than 20 Working Days after the Purchaser's receipt of a Notice of Milestone Achievement under paragraph 3 (*Notice of Achievement of Milestones*) above, the Purchaser shall either:
- (a) issue to the Manufacturer a *Purchaser Milestone Payment Certificate* certifying any amount proposed to be withheld or deducted from the amount

JA
Pde

due, the ground or grounds for such withholding or deduction and the amount of withholding or deduction attributable to each ground; or

- (b) issue to the Manufacturer a notice that the Purchaser does not accept any liability to make the relevant Milestone Payment, including the grounds for such notification, whether pursuant to paragraph 2.3 or paragraph 3.2 of this Part B or for any other reason permitted under this Agreement.

4.2 If the Purchaser issues a notice pursuant to paragraph 4.1(b), the Manufacturer shall be entitled to re-submit the relevant Notice of Milestone Achievement (with appropriate amendments as necessary) to the Purchaser once the grounds for the issue of that notice have been resolved, and this paragraph 4 and paragraphs 5 (*Issue of Manufacturer's Invoice*) to 8 (*Payment Conditions*) of this Part B shall apply to such re-submitted Notice of Milestone Achievement as if it had been submitted pursuant to paragraph 3.

5. Issue of Manufacturer's Invoice

5.1 At any time after the issue of a Purchaser Milestone Payment Certificate pursuant to paragraph 4.1(a), the Manufacturer shall be entitled to deliver to the Purchaser a *Milestone Payment Invoice* in the amount set out in the Purchaser Milestone Payment Certificate.

5.2 If the Purchaser has not issued either a Purchaser Milestone Payment Certificate or a notice pursuant to paragraph 4.1(b) by the expiry of the 20 Working Day period referred to in paragraph 4 (*Issue of the Purchaser Milestone Payment Certificate*), the Purchaser shall be deemed to agree to pay the full amount of the relevant Milestone Payment as set out in column (3) of the Schedule of Milestones and the Manufacturer shall be entitled to issue a Milestone Payment Invoice in respect of such amount.

6. Effect of Milestone Payment Certificate

6.1 The issue of a Purchaser Milestone Payment Certificate shall not be deemed to be evidence that any other certificate has been or should be issued nor shall the issue of a Purchaser Milestone Payment Certificate affect the requirements for the issue or revocation of any other certificate. The issue of a Purchaser Milestone Payment Certificate shall not be taken to mean that the relevant obligations have been completed in accordance with the terms of the Agreement or otherwise to the satisfaction of the Purchaser.

6.2 A failure by the Purchaser to issue a Purchaser Milestone Payment Certificate following the Purchaser's receipt of a Notice of Milestone Achievement, as described in paragraph 5.2, shall not be deemed to be a waiver or release of any rights to make a withholding or deduction that have arisen in accordance with the terms of this Agreement and shall not affect the Purchaser's right to apply such a withholding or deduction from any subsequent Milestone Payment.

7. The Final Date for Payment

The final date for payment of a Milestone Payment shall be the latest of:

DA
Ple

REDACTED

- (a) 25 Working Days from the date of receipt by the Purchaser of the Manufacturer's Notice of Milestone Achievement in respect of the relevant Milestone pursuant to paragraph 3 (*Notice of Achievement of Milestones*);
- (b) five Working Days after the date of receipt by the Purchaser of the relevant Milestone Payment Invoice pursuant to paragraph 5 (*Issue of Manufacturer's Invoice*); and
- (c) in respect of any Milestone Payment that falls due before Acceptance of the first Unit, five Working Days after the date on which the conditions under paragraph 1.7 of Part A (*Advance Payment Bond*) of this Schedule 10 are satisfied.

8. Payment Conditions

Any payments to be made by the Purchaser to the Manufacturer pursuant to this Schedule 10 shall be made in accordance with the terms of clause **Error! Reference source not found.** (*Payments and VAT*).

DA -
RCL

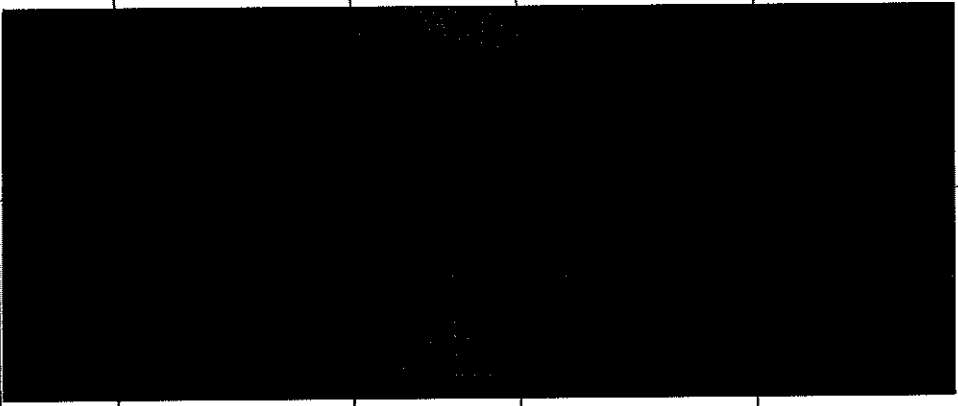
Appendix 1 to Part B
Schedule of Milestones

(1) Milestone	(2) Actions required to have been achieved by the Manufacturer to meet the Milestone	(3) Milestone Payment Value £000's	(4) Required APB Bond Amount under Advance Payment Bond Value £000's	(5) Scheduled Date for Achievement
1.	Commencement Date			15-Jul-15
2.	Key Subcontracts placed – Traction equipment (including all items in the power circuit, traction motors and associated transmission systems)			15-Jul-15
3.	Key Subcontracts placed – Bogie Frames			15-Jul-15
4.	Key Subcontracts placed – Wheelsets			15-Jul-15

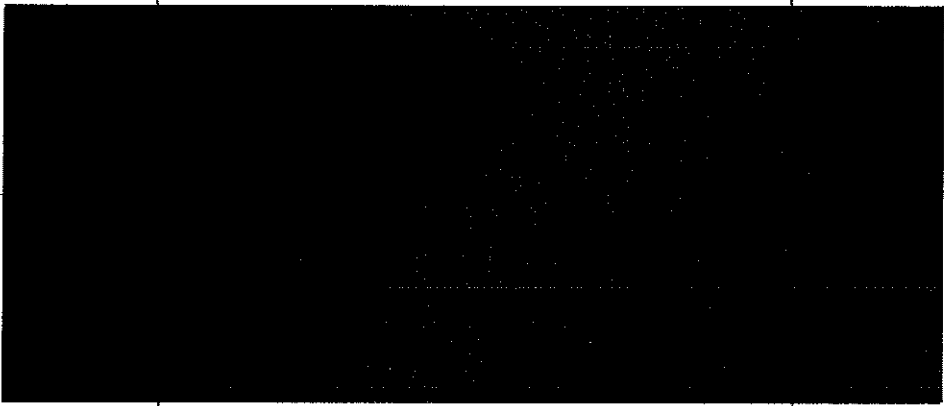
JA.
RLE

5.	Key Subcontracts placed - Machined Extrusions	Receipt by the Purchaser of all relevant signed Key Subcontracts.		17-Jul-15
6.	Key Subcontracts placed - Train Management System (Unit and Vehicle equipment, including intercommunication data-bus for train control and subsystem condition monitoring) and Pantograph	Receipt by the Purchaser of all relevant signed Key Subcontracts.		21-Jul-15
7.	Key Subcontracts placed - Mechanical and electrical brake systems	Receipt by the Purchaser of all relevant signed Key Subcontracts.		30-Jul-15
8.	Key Subcontracts placed - Passenger Information System	Receipt by the Purchaser of all relevant signed Key Subcontracts.		06-Aug-15
9.	Key Subcontracts placed - Inter-vehicle and Unit end Couplers (mechanical components)	Receipt by the Purchaser of all relevant signed Key Subcontracts.		06-Aug-15
10.	Key Subcontracts placed - HVAC (Cab and Saloon)	Receipt by the Purchaser of all relevant signed Key Subcontracts.		11-Sep-15
11.	Assurance Acceptance of Unit Design Submission Programme	Unit Design Submission Programme has been Assurance Accepted by the Purchaser, in accordance with paragraph 2 of Schedule 6 (Assurance		14-Sept-15

Re
DA.

		Acceptance).			
12.	Key Subcontracts placed – Door system complete	Receipt by the Purchaser of all relevant signed Key Subcontracts.			25-Sep-15
13.	Product Introduction, Acceptance and Reliability Growth Cost No. 1	Receipt by the Purchaser of a letter signed by the Manufacturer confirming that it will duly perform the product introduction acceptance and reliability growth activities funded by Milestone 13			19-Oct-15
14.	Assurance Acceptance of Network Testing Programme	Network Testing Programme has been Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (Assurance Acceptance).			16-Nov-15
15.	Assurance Acceptance of TAP	The preliminary technical assurance plan for the Units and the Simulator has been Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (Assurance Acceptance).			01-Dec-15
16.	Assurance Acceptance of Agreed Testing Strategy, Agreed Schedule of Tests and Agreed Testing Programme	The draft testing strategy, draft schedule of tests and draft testing programme has been Assurance Accepted by the Purchaser in accordance with paragraphs 1.2 to 1.4 of Part A (Testing Requirements) of			30-Dec-15

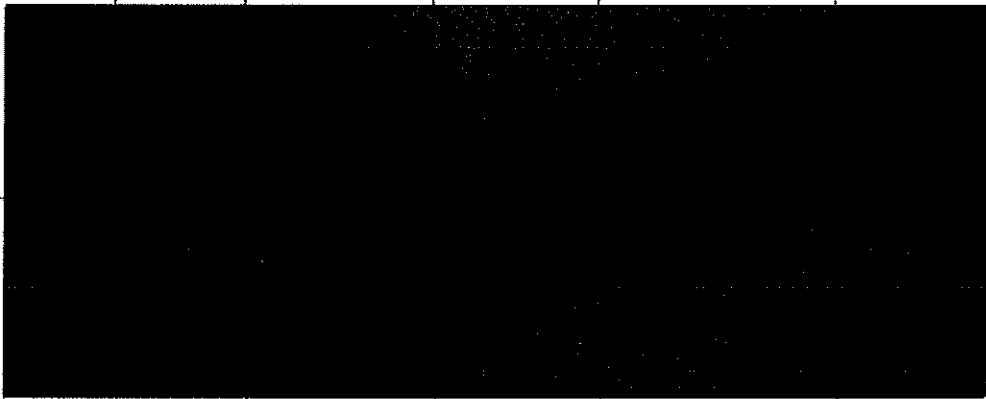
Rec
DA.

		Schedule 7 (Testing).			
17.	Schedule of finishes	Final version of the schedule of finishes presented to the Purchaser by the Manufacturer in accordance with clause 10.4(c).			
18.	Assurance Acceptance of Simulator preliminary design submission	<p>Simulator preliminary design submission completed and Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (<i>Assurance Acceptance</i>).</p> <p>The Simulator preliminary design submission shall demonstrate, by the inclusion of Simulator design assurance documentation (calculations, performance calculations, etc.), that the Simulator design complies with any applicable design criteria and requirements, in particular any applicable requirements included in the Train Technical Requirements.</p>			
19.	Preliminary Unit Design Phase complete	Notification by the Purchaser that the Preliminary Unit Design Phase is complete in accordance with paragraph 11.6 (b) of Schedule 6.			


RE
DA

20.	Assurance Acceptance of Simulator detailed design submission	Simulator detailed design submission completed and Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (Assurance Acceptance)		04-Jul-16
21.	Wooden Mock-Up delivered	Delivery of wooden development Mock-Up in compliance with clause 10.5. This Mock-Up shall be finished in representative colours with gloss levels approximating to the proposed Design and otherwise as physically prescribed by such Design, and suitable for testing and engagement with stakeholders and for progressive assurance of the human factors aspects of such Design. Delivery receipt issued by the Purchaser.		29-Jul-16
22.	Bodyshell delivered to erection stage — Car 1	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		17-Aug-16
23.	All orders placed for Initial Spares	Receipt by the Purchaser of signed subcontracts for Initial Spares (where not included in Key Subcontracts)		30-Aug-16

PER
DA

24.	All orders placed for Initial Special Tools	Receipt by the Purchaser of signed orders for Initial Special Tools (where not included in Key Subcontracts)		30-Aug-16
25.	Bodyshell delivered to erection stage — Car 2	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		06-Sep-16
26.	Bodyshell delivered to erection stage — Car 3	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		23-Sep-16
27.	Bodyshell delivered to erection stage — Car 4	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		11-Oct-16
28.	Product Introduction, Acceptance and Reliability Growth Cost No. 2	Receipt by the Purchaser of a letter signed by the Manufacturer confirming that it will duly perform the product introduction acceptance and reliability growth activities funded by Milestone 28.		17-Oct-16
29.	Bodyshell delivered to erection stage — Car 5	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		28-Oct-16

PLR
JA

30.	Detailed Unit Design Phase complete	Notification by the Purchaser that the Detailed Unit Design Phase is complete in accordance with paragraph 11.7 (b) of Schedule 6.		31-Oct-16
31.	Start of Type Testing	First Type Test started in accordance with the Agreed Schedule of Tests and the Agreed Testing Programme. DV single car testing		15-Nov-16
32.	Dual Voltage Unit factory Tests start	Single car testing		15-Nov-16
33.	AC Only Unit factory Type Tests start	Single car testing AC (1 st DV car)		15-Nov-16
34.	Bodyshell delivered to erection stage — Car 6	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		16-Nov-16
35.	Bodyshell delivered to erection stage — Car 7	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		02-Dec-16
36.	Bodyshell delivered to erection stage — Car 8	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		21-Dec-16
37.	Simulator Factory Acceptance Tests start	Simulator Factory Acceptance Tests have started, in accordance with the		23-Dec-16

pe
DA.

44.	Training Materials delivered to the Purchaser (Simulator and non-Simulator)	Acceptance and/or delivery certificates issued by the Purchaser for the Training Materials		13-Mar-17
45.	Simulator delivered to Initial Simulator Location	Simulator Acceptance Certificate issued by the Purchaser		13-Mar-17
46.	Bodyshell delivered to erection stage — Car 13	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		15-Mar-17
47.	Bodyshell delivered to erection stage — Car 14	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		29-Mar-17
48.	Bodyshell delivered to erection stage — Car 15	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		10-Apr-17
49.	Bodyshell delivered to erection stage — Car 16	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		25-Apr-17
50.	Simulator site acceptance tests complete	Tests complete in accordance with the agreed site acceptance tests		01-May-17
51.	Relevant Approvals for Dual Voltage Unit testing on the network	Evidence is presented satisfactory to the Purchaser that a Dual Voltage Unit can be lawfully tested in non-		05-May-17

AR
DA

	obtained by the Manufacturer	passenger operation on LO Infrastructure and any additional Network Rail infrastructure as required by the Agreed Schedule of Tests	
52.	Bodysell delivered to erection stage — Car 17	Bodysell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	21-Jun-17
53.	Bodysell delivered to erection stage — Car 18	Bodysell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	28-Jun-17
54.	Assurance Acceptance of Maintenance Plan	Maintenance Plan has been Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (Assurance Acceptance)	04-Jul-17
55.	Bodysell delivered to erection stage — Car 19	Bodysell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	05-Jul-17
56.	Bodysell delivered to erection stage — Car 20	Bodysell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	12-Jul-17
57.	Dual Voltage Unit factory Type	Type Test reports submitted to the Purchaser demonstrating successful	19-Jul-17

	Test complete	completion of Dual Voltage Unit Factory Acceptance Tests in accordance with the Agreed Schedule of Tests		
58.	Dual Voltage Unit Type Testing on network starts	Dual Voltage Unit Type Testing has commenced on LO Infrastructure and/or any additional Network Rail infrastructure, in each case in accordance with the Agreed Schedule of Tests	20-Jul-17	
59.	Relevant Approvals for AC Only Unit testing on the network obtained by the Manufacturer	Evidence is presented satisfactory to the Purchaser that an AC Only Unit can be lawfully tested in non-passenger operation on LO Infrastructure and any additional Network Rail infrastructure as required by the Agreed Schedule of Tests	20-Jul-17	
60.	Bodyshell delivered to erection stage — Car 21	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	20-Jul-17	
61.	AC Only Unit Type Testing starts on the network	AC Only Unit Type Testing has commenced on LO Infrastructure and/or any additional Network Rail infrastructure, in each case in	20-Jul-17	

PR
DA

		accordance with the Agreed Schedule of Tests			
62.	Simulator Accepted	Issue of Simulator Acceptance Certificate by the Purchaser.			9-Aug-17
63.	Dual Voltage Unit Type Testing on network complete	Type Test reports submitted to the Purchaser demonstrating successful completion Dual Voltage Unit Type Testing on LO Infrastructure and/or any additional Network Rail infrastructure, in each case in accordance with the Agreed Schedule of Tests			10-Aug-17
64.	AC Only Unit Type Testing complete	Type Test reports submitted to the Purchaser demonstrating successful completion of AC Unit Type Tests in accordance with the Agreed Schedule of Tests			10-Aug-17
65.	Bodyshell delivered to erection stage — Car 22	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			17-Aug-17
66.	Bodyshell delivered to erection stage — Car 23	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit			18-Aug-17

pg 2
JA

		out				
67.	Assurance Acceptance of Manuals	Manuals Assurance Accepted by the Purchaser in accordance with paragraph 2 of Schedule 6 (Assurance Acceptance)				21-Aug-17
68.	Agreed Testing Programme (Type Tests) complete	Type Testing Stage Gate Review completed in accordance with paragraph 8.1 (c) of Schedule 6 (Assurance Acceptance), and the first Type Test to be carried out at the Manufacturer's Works has commenced.				23-Aug-17
69.	Bodyshell delivered to erection stage — Car 24	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out				24-Aug-17
70.	Bodyshell delivered to erection stage — Car 25	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out				01-Sep-17
71.	Bodyshell delivered to erection stage — Car 26	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out				07-Sep-17
72.	Bodyshell delivered to erection stage — Car 27	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out				12-Sep-17

ALL
DATA

	stage — Car 27		position on the assembly line for fit out			
73.	First Dual Voltage Unit delivered to the Designated Delivery Location		The first Dual Voltage Unit has been delivered to the Designated Delivery Location after having gained all Relevant Approvals and on completion of all Factory Acceptance Testing and on-track testing in accordance with the Agreed Testing Programme and the Assurance Regime, excluding any tests to be performed on LO Infrastructure.			15-Sep-17
74.	Bodyshell delivered to erection stage — Car 28		Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			15-Sep-17
75.	Bodyshell delivered to erection stage — Car 29		Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			19-Sep-17
76.	Bodyshell delivered to erection stage — Car 30		Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			21-Sep-17
77.	Bodyshell delivered to erection stage—Car 31		Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			25-Sep-17

AK
DA

78.	Bodyshell delivered to erection stage — Car 32	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		26-Sep-17
79.	Bodyshell delivered to erection stage — Car 33	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		27-Sep-17
80.	Bodyshell delivered to erection stage — Car 34	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		29-Sep-17
81.	Bodyshell delivered to erection stage — Car 35	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		02-Oct-17
82.	Bodyshell delivered to erection stage — Car 36	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		04-Oct-17
83.	Relevant Approvals for AC Only Unit passenger service on LO Infrastructure	Relevant Approvals for AC Units obtained in accordance with clause 15.6(b) of the MSA		05-Oct-17
84.	Relevant Approvals for Dual Voltage Unit passenger service on LO Infrastructure	Relevant Approvals for Dual Voltage Units obtained in accordance with clause 15.6(b) of the MSA		05-Oct-17

85.	Bodyshell delivered to erection stage — Car 37	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			05-Oct-17
86.	Bodyshell delivered to erection stage — Car 38	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			06-Oct-17
87.	Bodyshell delivered to erection stage — Car 39	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			09-Oct-17
88.	Bodyshell delivered to erection stage — Car 40	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			11-Oct-17
89.	Bodyshell delivered to erection stage — Car 41	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			12-Oct-17
90.	Bodyshell delivered to erection stage — Car 42	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			13-Oct-17
91.	Bodyshell delivered to erection stage — Car 43	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			16-Oct-17

PA-
PC

92.	Product Introduction, Acceptance and Reliability Growth Cost No. 3	Receipt by the Purchaser of a letter signed by the Manufacturer confirming that it will perform the product introduction acceptance and reliability growth activities funded by Milestone 92.	16-Oct-17
93.	Body shell delivered to erection stage — Car 44	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	17-Oct-17
94.	Bodyshell delivered to erection stage — Car 45	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	19-Oct-17
95.	Bodyshell delivered to erection stage — Car 46	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	23-Oct-17
96.	Bodyshell delivered to erection stage — Car 47	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	24-Oct-17
97.	Bodyshell delivered to erection stage — Car 48	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	25-Oct-17

see
H.

98.	Initial Spares accepted	Issue of Spares Acceptance Certificate by the Purchaser		26-Oct-17
99.	Initial Special Tools accepted	Issue of Special Tools Acceptance Certificate by the Purchaser		26-Oct-17
100.	First Dual Voltage Unit offered for Pre-Provisional Acceptance	Pre-Provisional Acceptance Certificate issued by the Purchaser.		26-Oct-17
101.	Bodyshell delivered to erection stage — Car 49	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		26-Oct-17
102.	Bodyshell delivered to erection stage — Car 50	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		27-Oct-17
103.	Bodyshell delivered to erection stage — Car 51	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		30-Oct-17
104.	Bodyshell delivered to erection stage — Car 52	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		31 Oct-17
105.	Bodyshell delivered to erection stage — Car 53	Bodyshell roof, sides, underframe, intermediate end and cab assembled		02 Nov-17

		and in position on the assembly line for fit out		
106.	Bodyshell delivered to erection stage — Car 54	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		03-Nov-17
107.	Bodyshell delivered to erection stage — Car 55	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		06-Nov-17
108.	Bodyshell delivered to erection stage — Car 56	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		08-Nov-17
109.	Bodyshell delivered to erection stage — Car 57	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		09-Nov-17
110.	Bodyshell delivered to erection stage — Car 58	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		10-Nov-17
111.	Bodyshell delivered to erection stage — Car 59	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		13-Nov-17
112.	Manufacturer Fit Out Assets Accepted — Ilford A	Issue of Manufacturer Fit Out Assets Acceptance Certificate in respect of the		15-Nov-17

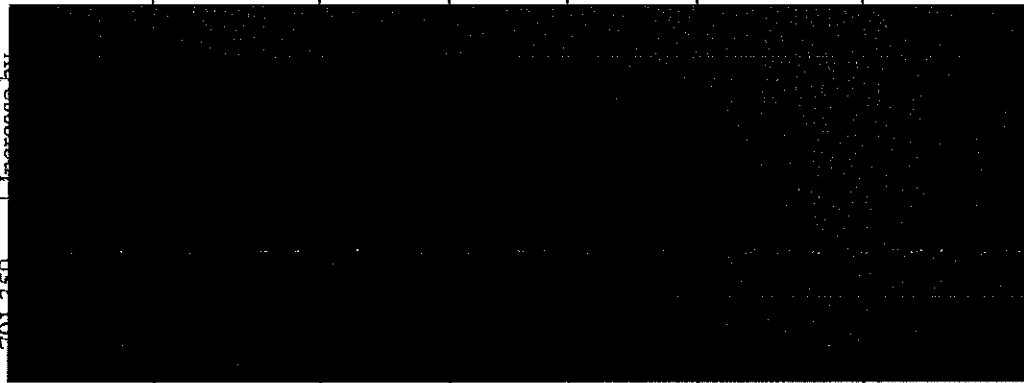
PR
DA

		Ilford A Maintenance Depot			
113.	Bodyshell delivered to erection stage — Car 60	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			15-Nov-17
114.	Bodyshell delivered to erection stage — Car 61	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			16-Nov-17
115.	Bodyshell delivered to erection stage — Car 62	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			17-Nov-17
116.	Body shell delivered to erection stage — Car 63	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			20-Nov-17
117.	Bodyshell delivered to erection stage — Car 64	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			22-Nov-17
118.	Bodyshell delivered to erection stage — Car 65	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out			23-Nov-17
119.	Bodyshell delivered to erection stage — Car 66	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out			24-Nov-17



	stage — Car 66	intermediate ends assembled and in position on the assembly line for fit out		
120.	Bodyshell delivered to erection stage — Car 67	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		27-Nov-17
121.	Bodyshell delivered to erection stage — Car 68	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		29-Nov-17
122.	Bodyshell delivered to erection stage — Car 69	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		30-Nov-17
123.	Bodyshell delivered to erection stage — Car 70	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		01-Dec-17
124.	Bodyshell delivered to erection stage — Car 71	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		04-Dec-17
125.	Relevant Approvals - Unit Acceptance Unit Number 1	The Unit meets the requirements of clause 15.6(b) of the MSA		04-Dec-17
126.	Dual Voltage Unit Acceptance Unit Number 1	Issue of a QPAC or PAC by the Purchaser		04-Dec-17

Rel
DA

127.	Bodyshell delivered to erection stage — Car 72	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		05-Dec-17
128.	Bodyshell delivered to erection stage — Car 73	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		07-Dec-17
129.	Bodyshell delivered to erection stage — Car 74	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		08-Dec-17
130.	Dual Voltage Unit Acceptance Unit Number 2	Issue of a QPAC or PAC by the Purchaser		11-Dec-17
131.	Bodyshell delivered to erection stage — Car 75	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		11-Dec-17
132.	Bodyshell delivered to erection stage — Car 76	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		13-Dec-17
133.	Bodyshell delivered to erection stage — Car 77	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		14-Dec-17

Page 313

134.	Bodyshell delivered to erection stage — Car 78	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	15-Dec-17
135.	Bodyshell delivered to erection stage — Car 79	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	18-Dec-17
136.	Bodyshell delivered to erection stage — Car 80	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	20-Dec-17
137.	Bodyshell delivered to erection stage — Car 81	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	21-Dec-17
138.	Bodyshell delivered to erection stage — Car 82	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	21-Dec-17
139.	Dual Voltage Unit Acceptance Unit Number 3	Issue of a QPAC or PAC by the Purchaser	22-Dec-17
140.	Dual Voltage Unit Acceptance Unit Number 4	Issue of a QPAC or PAC by the Purchaser	02-January-18
141.	Bodyshell delivered to erection stage — Car 83	Bodyshell roof, sides, underframe, and intermediate ends assembled and in	02-Jan-18

Rec *[Signature]*

		position on the assembly line for fit out		
142.	Bodyshell delivered to erection stage — Car 84	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	04-Jan-18	
143.	Bodyshell delivered to erection stage — Car 85	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	05-Jan-18	
144.	First AC Only Unit (15th Unit) delivered to the Designated Delivery Location	The first AC Only Unit (15th Unit) has been delivered to the Designated Delivery Location after having gained all Relevant Approvals and on completion of all Factory Acceptance Testing and on-track testing in accordance with the Agreed Testing Programme and the Assurance Regime, excluding any tests to be performed on LO Infrastructure.	05-Jan-18	
145.	Bodyshell delivered to erection stage — Car 86	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	08-Jan-18	
146.	Bodyshell delivered to erection stage — Car 87	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	08-Jan-18	

REL
NA

147.	Manufacturer Fit Out Assets Accepted - Willesden	Issue of Manufacturer Fit Out Assets Acceptance Certificate for Willesden Depot		08-Jan-18
148.	Dual Voltage Unit Acceptance Unit Number 5	Issue of a QPAC or PAC by the Purchaser		09-Jan-18
149.	Bodyshell delivered to erection stage — Car 88	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		11-Jan-18
150.	Bodyshell delivered to erection stage — Car 89	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		11-Jan-18
151.	Bodyshell delivered to erection stage — Car 90	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		15-Jan-18
152.	Unit Acceptance Unit Number 6	Issue of a QPAC or PAC by the Purchaser		15-Jan-18
153.	Bodyshell delivered to erection stage — Car 91	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		16-Jan-18
154.	Bodyshell delivered to erection stage — Car 92	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for		18-Jan-18

Mc PA -

		fit out					
155.	Bodyshell delivered to erection stage — Car 93	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out				19-Jan-18	
156.	Dual Voltage Unit Acceptance Unit Number 7	Issue of a QPAC or PAC by the Purchaser				22-Jan-18	
157.	Bodyshell delivered to erection stage — Car 94	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out				22-Jan-18	
158.	Bodyshell delivered to erection stage — Car 95	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out				23-Jan-18	
159.	Bodyshell delivered to erection stage — Car 96	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out				25-Jan-18	
160.	Bodyshell delivered to erection stage — Car 97	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out				26-Jan-18	
161.	Bodyshell delivered to erection stage — Car 98	Bodyshell roof, sides, underframe, and intermediate ends assembled and in				29-Jan-18	

Mc DA

		position on the assembly line for fit out		
162.	Bodyshell delivered to erection stage — Car 99	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		30-Jan-18
163.	Bodyshell delivered to erection stage — Car 100	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		01-Feb-18
164.	First AC Only Unit offered for Pre-Provisional Acceptance	Pre-Provisional Acceptance Certificate issued by the Purchaser.		02-Feb-18
165.	Bodyshell delivered to erection stage — Car 101	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		02-Feb-18
166.	Bodyshell delivered to erection stage — Car 102	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		05-Feb-18
167.	Bodyshell delivered to erection stage — Car 103	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		06-Feb-18
168.	Bodyshell delivered to erection stage — Car 104	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		08-Feb-18

Re DA

169.	Bodyshell delivered to erection stage — Car 105	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	09-Feb-18
170.	Bodyshell delivered to erection stage — Car 106	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	12-Feb-18
171.	Bodyshell delivered to erection stage — Car 107	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	13-Feb-18
172.	Bodyshell delivered to erection stage — Car 108	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	15-Feb-18
173.	Bodyshell delivered to erection stage — Car 109	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	16-Feb-18
174.	Bodyshell delivered to erection stage — Car 110	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	19-Feb-18
175.	Bodyshell delivered to erection stage — Car 111	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	20-Feb-18

per JA

176.	Final Acceptance Unit Number 1 - DV	Issue of a Final Acceptance Certificate by the Purchaser	22-Feb-18
177.	Bodyshell delivered to erection stage — Car 112	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	22-Feb-18
178.	Bodyshell delivered to erection stage — Car 113	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	23-Feb-18
179.	Bodyshell delivered to erection stage — Car 114	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	26-Feb-18
180.	Final Acceptance Unit Number 2 - DV	Issue of a Final Acceptance Certificate by the Purchaser.	27-Feb-18
181.	Bodyshell delivered to erection stage — Car 115	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	27-Feb-18
182.	Dual Voltage Unit Acceptance Unit Number 8	Issue of a QPAC or PAC by the Purchaser	28-Feb-18
183.	Bodyshell delivered to erection stage — Car 116	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	01-Mar-18

He JA

184.	Bodyshell delivered to erection stage — Car 117	fit out	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	02-Mar-18
185.	Bodyshell delivered to erection stage — Car 118	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		05-Mar-18
186.	Dual Voltage Unit Acceptance Unit Number 9	Issue of a QPAC or PAC by the Purchaser		06-Mar-18
187.	Bodyshell delivered to erection stage — Car 119	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		06-Mar-18
188.	Bodyshell delivered to erection stage — Car 120	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		08-Mar-18
189.	Bodyshell delivered to erection stage — Car 121	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		09-Mar-18
190.	Dual Voltage Unit Acceptance Unit Number 10	Issue of a QPAC or PAC by the Purchaser		12-Mar-18

191.	Bodyshell delivered to erection stage — Car 122	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	12-Mar-18
192.	Final Acceptance Unit Number 3	Issue of a Final Acceptance Certificate by the Purchaser	12-Mar-18
193.	Bodyshell delivered to erection stage — Car 123	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	13-Mar-18
194.	Bodyshell delivered to erection stage — Car 124	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	15-Mar-18
195.	Bodyshell delivered to erection stage — Car 125	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	15-Mar-18
196.	Dual Voltage Unit Acceptance Unit Number 11	Issue of a QPAC or PAC by the Purchaser	19-Mar-18
197.	Bodyshell delivered to erection stage — Car 126	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	19-Mar-18
198.	Final Acceptance Unit Number	Issue of a Final Acceptance Certificate	20-Mar-18

Re DA

4		by the Purchaser	
199.	Bodyshell delivered to erection stage — Car 127	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	20-Mar-18
200.	Bodyshell delivered to erection stage — Car 128	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	22-Mar-18
201.	Bodyshell delivered to erection stage — Car 129	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	23-Mar-18
202.	Dual Voltage Unit Acceptance Unit Number 12	Issue of a QPAC or PAC by the Purchaser	26-Mar-18
203.	Bodyshell delivered to erection stage — Car 130	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	26-Mar-18
204.	Bodyshell delivered to erection stage — Car 131	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	27-Mar-18
205.	Bodyshell delivered to erection stage — Car 132	Bodyshell roof, sides, underframe, intermediate end and cab assembled	29-Mar-18

ME DA.

		and in position on the assembly line for fit out		
206.	Final Acceptance Unit Number 5	Issue of a Final Acceptance Certificate by the Purchaser		03-Apr-18
207.	Dual Voltage Unit Acceptance Unit Number 13	Issue of a QPAC or PAC by the Purchaser		03-Apr-18
208.	Bodyshell delivered to erection stage — Car 133	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		03-Apr-18
209.	Bodyshell delivered to erection stage — Car 134	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		04-Apr-18
210.	Bodyshell delivered to erection stage — Car 135	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		05-Apr-18
211.	Final Acceptance Unit Number 6	Issue of a Final Acceptance Certificate by the Purchaser		05-Apr-18
212.	Dual Voltage Unit Acceptance Unit Number 14	Issue of a QPAC or PAC by the Purchaser		09-Apr-18

see

14.

213.	Bodyshell delivered to erection stage — Car 136	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	09-Apr-18
214.	Bodyshell delivered to erection stage — Car 137	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	10-Apr-18
215.	Final Acceptance Unit Number 7	Issue of a Final Acceptance Certificate by the Purchaser	10-Apr-18
216.	Bodyshell delivered to erection stage — Car 138	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	11-Apr-18
217.	Bodyshell delivered to erection stage — Car 139	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	12-Apr-18
218.	Unit Acceptance Unit Number 15	Issue of a QPAC or PAC by the Purchaser	13-Apr-18
219.	Bodyshell delivered to erection stage — Car 140	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	16-Apr-18

REC

MA

220.	Bodyshell delivered to erection stage — Car 141	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	17-Apr-18
221.	Bodyshell delivered to erection stage — Car 142	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	18-Apr-18
222.	Unit Acceptance Unit Number 16	Issue of a QPAC or PAC by the Purchaser	19-Apr-18
223.	Bodyshell delivered to erection stage — Car 143	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	19-Apr-18
224.	Manufacturer Fit Out Assets Accepted — Chingford	Issue of Manufacturer Fit Out Assets Acceptance Certificate in respect of the Chingford Stabling Site	23-Apr-18
225.	Bodyshell delivered to erection stage — Car 144	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	23-Apr-18
226.	Bodyshell delivered to erection stage — Car 145	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line	24-Apr-18

		for fit out		
227.	Unit Acceptance Unit Number 17	Issue of a QPAC or PAC by the Purchaser		25-Apr-18
228.	Bodyshell delivered to erection stage — Car 146	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		25-Apr-18
229.	Bodyshell delivered to erection stage — Car 147	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		26-Apr-18
230.	Bodyshell delivered to erection stage — Car 148	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		30-Apr-18
231.	Bodyshell delivered to erection stage — Car 149	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out		01-May-18
232.	Unit Acceptance Unit Number 18	Issue of a QPAC or PAC by the Purchaser		02-May-18
233.	Bodyshell delivered to erection stage — Car 150	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out		02-May-18

Dec 11

234.	Bodyshell delivered to erection stage — Car 151	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	03-May-18
235.	Unit Acceptance Unit Number 19	Issue of a QPAC or PAC by the Purchaser	08-May-18
236.	Bodyshell delivered to erection stage — Car 152	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	08-May-18
237.	Bodyshell delivered to erection stage — Car 153	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	09-May-18
238.	Bodyshell delivered to erection stage — Car 154	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	10-May-18
239.	Bodyshell delivered to erection stage — Car 155	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	11-May-18
240.	Unit Acceptance Unit Number 20	Issue of a QPAC or PAC by the Purchaser	14-May-18

APR 1A

241.	Bodyshell delivered to erection stage — Car 156	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	15-May-18
242.	Bodyshell delivered to erection stage — Car 157	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	16-May-18
243.	Bodyshell delivered to erection stage — Car 158	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	17-May-18
244.	Bodyshell delivered to erection stage — Car 159	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	18-May-18
245.	Final Acceptance Unit Number 8	Issue of a Final Acceptance Certificate by the Purchaser	21-May-18
246.	Unit Acceptance Unit Number 21	Issue of a QPAC or PAC by the Purchaser	21-May-18
247.	Bodyshell delivered to erection stage — Car 160	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line	22-May-18

Per

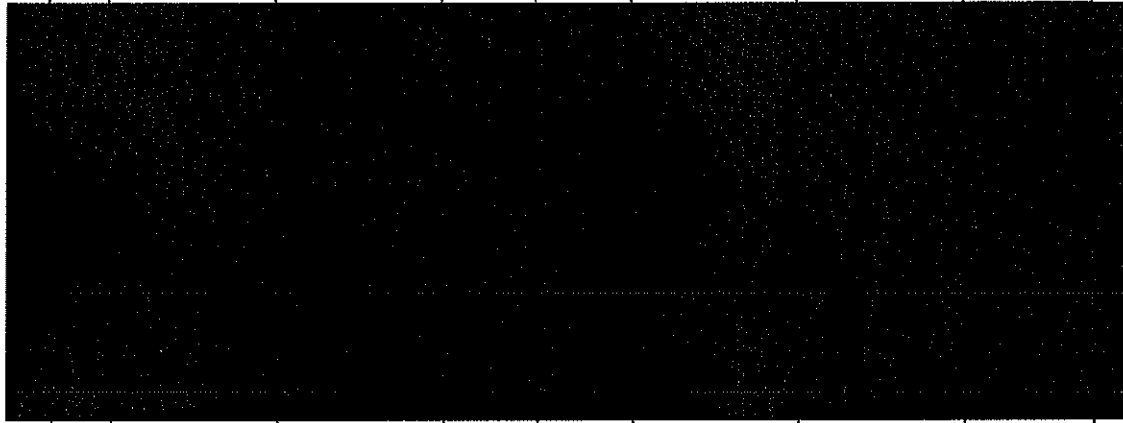
DA

		for fit out	
248.	Bodyshell delivered to erection stage — Car 161	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	23-May-18
249.	Bodyshell delivered to erection stage — Car 162	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	24-May-18
250.	Bodyshell delivered to erection stage — Car 163	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	25-May-18
251.	Final Acceptance Unit Number 9	Issue of a Final Acceptance Certificate by the Purchaser	25-May-18
252.	Unit Acceptance Unit Number 22	Issue of a QPAC or PAC by the Purchaser	29-May-18
253.	Bodyshell delivered to erection stage — Car 164	Bodyshell roof, sides, underframe intermediate end and cab assembled and in position on the assembly line for fit out	30-May-18
254.	Bodyshell delivered to erection stage — Car 165	Bodyshell roof, sides, underframe intermediate end and cab assembled and in position on the assembly line for fit out	31-May-18

		fit out	
255.	Final Acceptance Unit Number 10	Issue of a Final Acceptance Certificate by the Purchaser	31-May-18
256.	Unit Acceptance Unit Number 23	Issue of a QPAC or PAC by the Purchaser	01-Jun-18
257.	Bodyshell delivered to erection stage — Car 166	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	01-Jun-18
258.	Bodyshell delivered to erection stage — Car 167	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	05-Jun-18
259.	Final Acceptance Unit Number 11	Issue of a Final Acceptance Certificate by the Purchaser	05-Jun-18
260.	Bodyshell delivered to erection stage — Car 168	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	06-Jun-18
261.	Unit Acceptance Unit Number 24	Issue of a QPAC or PAC by the Purchaser	07-Jun-18
262.	Bodyshell delivered to erection stage — Car 169	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line	07-Jun-18

PR
DA

		for fit out	
263.	Bodyshell delivered to erection stage — Car 170	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	
264.	Bodyshell delivered to erection stage — Car 171	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	
265.	Final Acceptance Unit Number 12	Issue of a Final Acceptance Certificate by the Purchaser	
266.	Unit Acceptance Unit Number 25	Issue of a QPAC or PAC by the Purchaser	
267.	Bodyshell delivered to erection stage — Car 172	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	
268.	Bodyshell delivered to erection stage — Car 173	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	
269.	Bodyshell delivered to erection stage — Car 174	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	



08-Jun-18	
11-Jun-18	
12-Jun-18	
13-Jun-18	
13-Jun-18	
14-Jun-18	
15-Jun-18	

PK JA

270.	Bodyshell delivered to erection stage — Car 175	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	18-Jun-18
271.	Final Acceptance Unit Number 13	Issue of a Final Acceptance Certificate by the Purchaser	19 Jun 18
272.	Unit Acceptance Unit Number 26	Issue of a QPAC or PAC by the Purchaser	19-Jun-18
273.	Bodyshell delivered to erection stage — Car 176	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	20-Jun-18
274.	Bodyshell delivered to erection stage — Car 177	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	21-Jun-18
275.	Bodyshell delivered to erection stage — Car 178	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	22-Jun-18
276.	Bodyshell delivered to erection stage — Car 179	Bodyshell roof, sides, underframe, and intermediate ends assembled and in position on the assembly line for fit out	25-Jun-18
277.	Final Acceptance Unit Number 14	Issue of a Final Acceptance	26-Jun-18

278.	Unit Acceptance Unit Number 27	Certificate by the Purchaser Issue of a QPAC or PAC by the Purchaser	
279.	Bodyshell delivered to erection stage — Car 180	Bodyshell roof, sides, underframe, intermediate end and cab assembled and in position on the assembly line for fit out	26-Jun-18
280.	Final Acceptance Unit Number 15	Issue of a Final Acceptance Certificate by the Purchaser	27-Jun-18
281.	Unit Acceptance Unit Number 28	Issue of a QPAC or PAC by the Purchaser	02-Jul-18
282.	Unit Acceptance Unit Number 29	Issue of a QPAC or PAC by the Purchaser	02-Jul-18
283.	Final Acceptance Unit Number 16	Issue of a Final Acceptance Certificate by the Purchaser	09-Jul-18
284.	Unit Acceptance Unit Number 30	Issue of a QPAC or PAC by the Purchaser	09-Jul-18
285.	Final Acceptance Unit Number 17	Issue of a Final Acceptance Certificate by the Purchaser	13-Jul-18
286.	Unit Acceptance Unit Number 31	Issue of a QPAC or PAC by the Purchaser	16-Jul-18
			19-Jul-18

Rec JA

287.	Final Acceptance Unit Number 18	Issue of a Final Acceptance Certificate by the Purchaser	23-Jul-18
288.	Unit Acceptance Unit Number 32	Issue of a QPAC or PAC by the Purchaser	26-Jul-18
289.	Final Acceptance Unit Number 19	Issue of a Final Acceptance Certificate by the Purchaser	27-Jul-18
290.	Unit Acceptance Unit Number 33	Issue of a QPAC or PAC by the Purchaser	01-Aug-18
291.	Final Acceptance Unit Number 20	Issue of a Final Acceptance Certificate by the Purchaser	02-Aug-18
292.	Final Acceptance Unit Number 21	Issue of a Final Acceptance Certificate by the Purchaser	07-Aug-18
293.	Unit Acceptance Unit Number 34	Issue of a QPAC or PAC by the Purchaser	07-Aug-18
294.	Unit Acceptance Unit Number 35	Issue of a QPAC or PAC by the Purchaser	13-Aug-18
295.	Final Acceptance Unit Number 22	Issue of a Final Acceptance Certificate by the Purchaser	14-Aug-18
296.	Final Acceptance Unit Number 23	Issue of a Final Acceptance Certificate by the Purchaser	20-Aug-18
297.	Unit Acceptance Unit Number 36	Issue of a QPAC or PAC by the Purchaser	20-Aug-18




		Purchaser	
298.	Unit Acceptance Unit Number 37	Issue of a QPAC or PAC by the Purchaser	28-Aug-18
299.	Final Acceptance Unit Number 24	Issue of a Final Acceptance Certificate by the Purchaser	28-Aug-18
300.	Unit Acceptance Unit Number 38	Issue of a QPAC or PAC by the Purchaser	31-Aug-18
301.	Final Acceptance Unit Number 25	Issue of a Final Acceptance Certificate by the Purchaser	03-Sep-18
302.	Unit Acceptance Unit Number 39	Issue of a QPAC or PAC by the Purchaser	06-Sep-18
303.	Final Acceptance Unit Number 26	Issue of a Final Acceptance Certificate by the Purchaser	07-Sep-18
304.	Unit Acceptance Unit Number 40	Issue of a QPAC or PAC by the Purchaser	12-Sep-18
305.	Final Acceptance Unit Number 27	Issue of a Final Acceptance Certificate by the Purchaser	14-Sep-18
306.	Unit Acceptance Unit Number 41	Issue of a QPAC or PAC by the Purchaser	19-Sep-18
307.	Final Acceptance Unit Number 28	Issue of a Final Acceptance Certificate by the Purchaser	20-Sep-18

PK
DA

308.	Final Acceptance Unit Number 29	Issue of a Final Acceptance Certificate by the Purchaser		25-Sep-18
309.	Final Acceptance Unit Number 30	Issue of a Final Acceptance Certificate by the Purchaser		01-Oct-18
310.	Unit Acceptance Unit Number 42	Issue of a QPAC or PAC by the Purchaser		04-Oct-18
311.	Final Acceptance Unit Number 31	Issue of a Final Acceptance Certificate by the Purchaser		08-Oct-18
312.	Unit Acceptance Unit Number 43	Issue of a QPAC or PAC by the Purchaser		11-Oct-18
313.	Final Acceptance Unit Number 32	Issue of a Final Acceptance Certificate by the Purchaser		15-Oct-18
314.	Final Acceptance Unit Number 33	Issue of a Final Acceptance Certificate by the Purchaser		22-Oct-18
315.	Unit Acceptance Unit Number 44	Issue of a QPAC or PAC by the Purchaser		22-Oct-18
316.	Final Acceptance Unit Number 34	Issue of a Final Acceptance Certificate by the Purchaser		26-Oct-18
317.	Unit Acceptance Unit Number 45	Issue of a QPAC or PAC by the Purchaser		26-Oct-18
318.	Final Acceptance Unit Number 35	Issue of a Final Acceptance Certificate		01-Nov-18

pe DA-