

**SCHEDULE 7**

**Part A**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF EXTENSION OF CONTRACT INTO SECONDARY USAGE PERIOD**

This notice is given pursuant to Clause 6.2.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we require you to continue to provide, in accordance with the Contract, the Trains, the Equipment and the Services in the Secondary Usage Period on the same terms and conditions as apply at the expiry of the Primary Usage Period (except for the level of Usage Payments).

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Countersigned for and on behalf of  
**LONDON UNDERGROUND LIMITED**

*[Note: this notice is to be given, if at all, not later than the date which is two years prior to the expiry of the Primary Usage Period]*

**Part B**

To: ALSTOM NL SERVICE PROVISION LIMITED

Cc: LONDON UNDERGROUND LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF NON-EXTENSION OF CONTRACT INTO SECONDARY USAGE PERIOD**

This notice is given pursuant to Clause 6.2.2 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we do not require you to provide the Trains, the Equipment and the Services in the Secondary Usage Period pursuant to Clause 6.2.1 of the Contract for the following reasons:

*[insert reasons for not continuing Contract into Secondary Usage Period]*

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

*[Note: this notice must be given, if at all, not later than the date which is two years prior to the expiry of the Primary Usage Period]*

Countersigned for and on behalf of  
**LONDON UNDERGROUND LIMITED**

**Part C**

To: ALSTOM NL SERVICE PROVISION LIMITED

Cc: LONDON UNDERGROUND LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**CONFIRMATION OF NON-EXTENSION INTO SECONDARY USAGE PERIOD**

This confirmation is given pursuant to Clause 6.2.4 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings herein.

[Subject to the following paragraph,] we hereby confirm that we will not require you to provide the Trains, the Equipment and the Services in the Secondary Usage Period.

[However, we hereby elect, pursuant to Clause 6.5 of the Contract, to extend the Contract for the Hand Back Extension Period in accordance with the terms of the Contract. In particular:

1. the Hand Back Extension Period will expire on *[insert date not more than five years after the expiry of the Primary Usage Period]*;
2. you shall remove the Trackside Equipment other than:
  - (a) the cable, routing and trunking provided by the Contractor in complying with its obligations under Part F of Schedule 6 of the Contract;
  - (b) the fibre optic cable provided by the Contractor in complying with its obligations under Part E of Schedule 6 of the Contract;
  - (c) the camera brackets provided by the Contractor in complying with its obligations under Part B of Schedule 6 of the Contract; and
  - (d) the leaky feeder provided by the Contractor in complying with its obligations under Part C of Schedule 6 of the Contract;

from the Northern Line and, subsequently, from the Depots, the Outstations and the Sidings and the Equipment (other than the Existing Equipment, the Trackside Equipment and the Trainborne Equipment) from the Depots, the Outstations and the Sidings between *[specify removal period]*;

3. you shall remove the Trains (and any Trainborne Equipment) between [*specify removal period*] from the Depots, the Outstations and the Sidings.

We will specify, by [*specify a date to be not less than 6 months before the commencement of removal period*], a schedule of dates for the removal of the Trains and the Equipment.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Countersigned for and on behalf of  
**LONDON UNDERGROUND LIMITED**

**Part D**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF EXTENSION OF CONTRACT INTO UNEXTENDED TERTIARY USAGE PERIOD**

This notice is given pursuant to Clause 6.3 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we require you to continue to provide in accordance with the Contract the Trains, the Equipment and the Services in the Unextended Tertiary Usage Period on the same terms and conditions as apply at the expiry of the Secondary Usage Period (except for the level of Usage Payments).

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part E**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF EXTENSION OF CONTRACT INTO EXTENDED TERTIARY USAGE PERIOD**

This notice is given pursuant to Clause 6.4.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we require you to continue to provide in accordance with the Contract the Trains, the Equipment and the Services in the Extended Tertiary Usage Period. This is subject to our agreeing only the length of such period and the Services Element of the Usage Payments that will be payable by the Company in such period. Provided that we reach such agreement, the Trains Element of the Usage Payments, the Equipment Element of the Usage Payments and the Enabling Works Element of the Usage Payments will be payable at the same rate as during the Unextended Tertiary Usage Period, subject to paragraph 5.8 of Part I of Section 2 of Part B of Schedule 10 of the Contract.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part F**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE TO EXTEND CONTRACT INTO HAND BACK EXTENSION PERIOD**

This notice is given pursuant to Clause 6.5 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby elect to extend the Contract for the Hand Back Extension Period in accordance with the terms of the Contract. In particular:

1. the Hand Back Extension Period will expire on [*insert date not more than five years after the expiry of the Secondary Usage Period/Unextended Tertiary Usage Period/Extended Tertiary Usage Period (as the case may be)*];
2. you shall remove the Trackside Equipment other than:
  - (a) the cable, routing and trunking provided by the Contractor in complying with its obligations under Part F of Schedule 6 of the Contract;
  - (b) the fibre optic cable provided by the Contractor in complying with its obligations under Part E of Schedule 6 of the Contract;
  - (c) the camera brackets provided by the Contractor in complying with its obligations under Part B of Schedule 6 of the Contract; and
  - (d) the leaky feeder provided by the Contractor in complying with its obligations under Part C of Schedule 6 of the Contract;

from the Company's Railway and, subsequently, from the Depots, the Outstations and the Sidings and the Equipment (other than the Existing Equipment, the Trackside Equipment and the Trainborne Equipment) from the Depots, the Outstations and the Sidings between [*specify removal period*];

3. you shall remove the Trains (and any Trainborne Equipment) between [*specify removal period*] from the Depots, the Outstations and the Sidings.

We will specify, by [*specify a date to be not less than 6 months before commencement of the removal period*], a schedule of dates for the removal of the Trains and the Equipment.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part G**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF TIMETABLE TO REMOVE TRAINS AND EQUIPMENT IN A HAND BACK  
EXTENSION PERIOD**

This notice is given pursuant to Clause 6.6.1.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same meanings herein.

We refer to our notice to you dated \_\_\_\_\_ given in accordance with Clause 6.5 of the Contract (the *Notice*).

We hereby notify you that the Trains and Equipment to be removed in accordance with the Notice are to be removed in accordance with the schedule of dates set out below:

*[insert schedule of dates for the removal of Trains and Equipment]*

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part H**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE OF DELIVERY**

This notice is given pursuant to Clause 8.1.2 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we shall be delivering a Train comprising of two Units, serial numbers \_\_\_\_\_ and \_\_\_\_\_, to [Ruislip Depot] [*or other specified delivery location*] on \_\_\_\_\_ and that such Train will be ready for you to transfer it to the Northern Line pursuant to Clause 8.2.2 of the Contract 2 days after such date.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part I**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE TO MOVE TRAIN FROM [RUISLIP DEPOT]**

This notice is given pursuant to Clause 8.2.2 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that Train (Unit Nos: \_\_\_\_\_ and \_\_\_\_\_ ) which was delivered to [Ruislip Depot] [*insert other specified location*] on \_\_\_\_\_ is now ready for transfer to the Northern Line.

We hereby confirm our request that the Company transfer such Train from [Ruislip Depot][*insert other specified location*] to the Northern Line to enable the Acceptance of Delivery Tests to be carried out.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part J**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE NOT TO DELIVER TRAIN**

This notice is given pursuant to, and in exercise of, the Project Manager's rights under Clause 8.3 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meaning herein.

We hereby give notice that you should not deliver [the Train specified in the notice of delivery given pursuant to Clause 8.1.1 of the Contract, sequence number \_\_\_\_\_ ] [any further Trains] until [*specify date*] [you receive further notice from us].

The deferral required above is due to [*specify reason(s)*].

Yours faithfully,

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part K**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**HOLD ORDER**

This hold order is given pursuant to, and in exercise of, the Project Manager's rights under Clause 8.4.1 of the usage contract between us dated \_\_\_\_\_ (the ***Contract***). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice not to deliver [the Train specified in the notice of delivery given pursuant to Clause 8.1.1 of the Contract, sequence number \_\_\_\_\_] [any Train] pursuant to the Contract until [\_\_\_\_\_] [you receive further notice from us].

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

*[N.B. There will be financial consequences for the Company of issuing a hold order.]*

**Part L**

**Take Over Certificate**

Sequence number: [*insert unique reference number*]

**Train Unit Numbers \_\_\_\_\_ and \_\_\_\_\_**

This Take Over Certificate is given pursuant to the usage contract between us dated \_\_\_\_\_ (the **Contract**) in respect of the above referenced Train. Terms defined in the Contract shall bear the same respective meanings herein.

The Contractor has submitted to the Project Manager copies of such part of the Documentation as relates to the manufacture, testing (including the results of the Acceptance of Delivery Tests) and quality assurance of such Train or (in the case of any repeat Acceptance of Delivery Tests) any such part of the Documentation not previously submitted to the Company and the results of any repeat Acceptance of Delivery Tests.

It is hereby certified that the Contractor has provided satisfactory evidence to the Project Manager that the above referenced Train (and its Trainborne Equipment) has completed and passed its Acceptance of Delivery Tests.

*[Insert following paragraph only if Qualified Take Over Certificate has **NOT** previously been issued in respect of the relevant Train.]*

[This Take Over Certificate shall take effect, and shall be deemed to have been issued and received, one Working Day after the date specified below and the Company confirms that it will not use the above referenced Train in service until the date on which this Take Over Certificate takes effect. Usage Payments shall not commence accruing in respect of the above referenced Train until the day following the date on which this Take Over Certificate takes effect.]

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

*[N.B. If last paragraph of pro-forma included, Relevant Train may not be used by the Company in service until the date which is one Working Day after the date of issue of the Take Over Certificate. Otherwise, there could be adverse financial consequences for the Company.]*

## Part M

### Qualified Take Over Certificate

Sequence number: [*insert unique reference number*]

**Train Unit Numbers** \_\_\_\_\_ **and** \_\_\_\_\_

This Qualified Take Over Certificate is given pursuant to the usage contract between us dated \_\_\_\_\_ (the **Contract**) in respect of the above referenced Train. Terms defined in the Contract shall bear the same respective meanings herein.

The Contractor has submitted to the Project Manager copies of such part of the Documentation as relates to the manufacture, testing (including the results of the Acceptance of Delivery Tests) and quality assurance of such Train or (in the case of any repeat Acceptance of Delivery Test) any such part of the Documentation not previously submitted to the Company and the results of any repeat Acceptance of Delivery Tests.

[It is hereby certified that the above referenced Train (and its Trainborne Equipment) has failed to pass the Acceptance of Delivery Tests to the satisfaction of the Project Manager. However, the Project Manager is of the opinion that such failure does not prevent the Train (and its Trainborne Equipment) being fit for use on the Northern Line.

The Contractor shall satisfy the conditions and qualifications set out below within the specified timescales (or as otherwise specified by the Project Manager) in respect of such Train:

[*list conditions and qualifications and relevant timescales*]]

[In addition, this Qualified Take Over Certificate is deemed to be subject to such conditions and qualifications as were specified in the Qualified Take Over Certificate issued on [ ] in respect of the Trackside Equipment (other than the Final UHF Trunked Radio and the Enhanced Existing VHF Train Radio on the section of the Northern Line other than that from Golders Green to Edgware).]

[*Insert following paragraph only if another Qualified Take Over Certificate has **NOT** previously been issued in respect of the relevant Train.*]

[This Qualified Take Over Certificate shall take effect, and shall be deemed to have been issued and received, one Working Day after the date specified below and the Company confirms that it will not use the above referenced Train in service until the date on which this Qualified Take Over Certificate takes effect. Usage Payments shall not commence accruing in respect of the above referenced Train until the day following the date on which this Qualified Take Over Certificate takes effect.]

SIGNED: .....  
The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

*[N.B. If last paragraph of pro-forma included, relevant Train may not be used by the Company in service until the date which is one Working Day after the date of issue of the Qualified Take Over Certificate. Otherwise, there could be adverse financial consequences for the Company.]*

**Part N**

**Rejection Notice**

Sequence number: [*insert unique reference number*]

**Train Unit Numbers** \_\_\_\_\_ **and** \_\_\_\_\_

This notice is given pursuant to the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

The above referenced Train has **NOT** completed and passed its Acceptance of Delivery Tests to the satisfaction of the Project Manager and is therefore **NOT** being accepted into service under the Contract.

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

**Part O**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE OF DELIVERY/INSTALLATION OF TRACKSIDE EQUIPMENT**

This notice is given pursuant to Clause 9.2 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

We hereby give you notice that we shall be *[installing][delivering]* that part of the Trackside Equipment specified below on \_\_\_\_\_ at \_\_\_\_\_ .

The Trackside Equipment referred to above is:

*[insert list of relevant Trackside Equipment which is to be installed or delivered]*

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part P**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE NOT TO [DELIVER] [INSTALL] TRACKSIDE EQUIPMENT**

This notice is given pursuant to and in exercise of the Project Manager's rights under Clause 9.3.1 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meaning herein.

We hereby give notice that you should not [deliver][install] [the Trackside Equipment specified in the notice of delivery/installation of Trackside Equipment given pursuant to Clause 9.2 of the Contract, sequence number \_\_\_\_\_ ] [any further part of the Trackside Equipment] until *[specify date]* [you receive further notice from us].

The deferral required above is due to *[specify reason]*.

Yours faithfully,

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part Q**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**HOLD ORDER**

This hold order is given pursuant to and in exercise of the Project Manager's rights under Clause 9.3.2 of the usage contract between us dated \_\_\_\_\_ (the ***Contract***). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice not to deliver [the Trackside Equipment specified in the notice of installation/delivery of Trackside Equipment given pursuant to Clause 9.2 of the Contract, sequence number \_\_\_\_\_][any further Trackside Equipment] pursuant to the Contract until [\_\_\_\_\_][you receive further notice from us].

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

[*N.B. There will be financial consequences for the Company of issuing a hold order.*]

**Part R**

**Trackside Equipment Take Over Certificate**

Sequence number: [*insert unique reference number*]

This Take Over Certificate is given pursuant to the usage contract between us dated \_\_\_\_\_ (the **Contract**) in respect of the Trackside Equipment specified below. Terms defined in the Contract shall bear the same respective meanings herein.

The Contractor has submitted to the Project Manager copies of such part of the Documentation as relates to the manufacture, testing (including the results of the Trackside Equipment Acceptance of Delivery Tests) and quality assurance of the Trackside Equipment specified below or (in the case of any repeat Trackside Equipment Acceptance of Delivery Tests) any such part of the Documentation not previously submitted to the Company and the results of the repeat Trackside Equipment Acceptance of Delivery Tests.

It is hereby certified that the Contractor has provided satisfactory evidence to the Project Manager that the Trackside Equipment specified below has completed and passed the Trackside Equipment Acceptance of Delivery Tests.

*[Specify relevant Trackside Equipment].*

*[Insert following paragraph only if Qualified Take Over Certificate has **NOT** previously been issued in respect of the relevant Trackside Equipment.]*

[This Take Over Certificate shall take effect, and shall be deemed to have been issued and received, one Working Day after the date specified below and the Company confirms that it will not use the Trackside Equipment specified above until the date on which this Certificate takes effect.]

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

*[N.B. If last paragraph of pro-forma included, relevant Train may not be used by the Company in service until the date which is one Working Day after the date of issue of the Take Over Certificate. Otherwise, there could be adverse financial consequences for the Company.]*

**Part S**

**Trackside Equipment Qualified Take Over Certificate**

Sequence number: *[insert unique reference number]*

This Qualified Take Over Certificate is given pursuant to the usage contract between us dated \_\_\_\_\_ (the **Contract**) in respect of the Trackside Equipment specified below. Terms defined in the Contract shall bear the same respective meanings herein.

The Contractor has submitted to the Project Manager copies of such part of the Documentation as relates to the manufacture, testing (including the results of the Trackside Equipment Acceptance of Delivery Tests) and quality assurance of the Trackside Equipment specified below or (in the case of any repeat Trackside Equipment Acceptance of Delivery Test) any such part of the Documentation not previously submitted to the Company and the results of the repeat Trackside Equipment Acceptance of Delivery Tests.

It is hereby certified that the Trackside Equipment specified below has failed to pass the Trackside Equipment Acceptance of Delivery Tests to the satisfaction of the Project Manager. However, the Project Manager is of the opinion that such failure does not prevent the Trackside Equipment specified below being fit for use on the Company's Railway.

The Contractor shall satisfy the conditions and qualifications set out below within the specified timescales (or as otherwise specified by the Project Manager) in respect of the Trackside Equipment specified below.

*[Specify relevant Trackside Equipment and list conditions and qualifications and relevant timescales]*

*[Insert following paragraph only if another Qualified Take Over Certificate has **NOT** previously been issued in respect of the relevant Trackside Equipment.]*

[This Qualified Take Over Certificate shall take effect, and shall be deemed to have been issued and received, one Working Day after the date specified below and the Company confirms that it will not use the Trackside Equipment specified above until the date on which this Certificate takes effect.]

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

*[N.B. If last paragraph of pro-forma included, relevant Train may not be used by the Company in service until the date which is one Working Day after the date of issue of*

*the Take Over Certificate. Otherwise, there could be adverse financial consequences for the Company.]*

**Part T**

**Trackside Equipment Rejection Notice**

Sequence number: [*insert unique reference number*]

This notice is given pursuant to the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

The Trackside Equipment specified below has **NOT** completed and passed the Trackside Equipment Acceptance of Delivery Tests to the satisfaction of the Project Manager and is therefore **NOT** being accepted under the Contract.

*[Specify relevant Trackside Equipment]*

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

**Part U**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE OF DELIVERY AND INSTALLATION OF THE FINAL UHF TRUNKED RADIO**

This notice is given pursuant to Clause 9.A.2 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

We hereby give you notice that we shall be delivering [and installing] *[insert details of relevant sub-system of the Final UHF Trunked Radio]* at *[insert location and date, the date not being less than two weeks from the date of the notice]*.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part V**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE NOT TO [DELIVER][INSTALL] FINAL UHF TRUNKED RADIO**

This notice is given pursuant to and in exercise of the Project Manager's rights under Clause 9.A.3.1 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meaning herein.

We hereby give notice that you should not [deliver][install] [the part(s) of the Final UHF Trunked Radio due to be delivered on \_\_\_\_\_ ] [any further part of the Final UHF Trunked Radio] until *[specify date]* [you receive further notice from us].

The deferral required above is due to *[specify reasons]*.

Yours faithfully,

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part W**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**HOLD ORDER**

This hold order is given pursuant to and in exercise of the Project Manager's rights under Clause 9.A.3.2 of the usage contract between us dated \_\_\_\_\_ (the ***Contract***). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice not to deliver the [part(s) of the] Final UHF Trunked Radio due to be delivered on \_\_\_\_\_ pursuant to the Contract until [\_\_\_\_\_][you receive further notice from us].

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

*[N.B. There will be financial consequences for the Company of issuing a hold order.]*

**Part X**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

**FINAL TRAIN RADIO CERTIFICATE**

This Final Train Radio Certificate is given pursuant to Clause 9.A.8 of the usage contract between us dated \_\_\_\_ \_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

It is hereby certified that the Contractor has provided satisfactory evidence to the Project Manager that the Final UHF Trunked Radio has successfully completed and passed its Trackside Equipment Acceptance of Delivery Tests.

*[Insert following paragraph only if Qualified Take Over Certificate has **NOT** previously been issued in respect of the Final UHF Trunked Radio.]*

[This Certificate shall take effect, and shall be deemed to have been issued and received, one Working Day after the date specified below and the Company confirms that it will not use the Final UHF Trunked Radio until the date on which this Certificate takes effect.]

SIGNED: .....

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Date:

*[N.B. If last paragraph of pro-forma included, relevant Train may not be used by the Company in service until the date which is one Working Day after the date of issue of the Take Over Certificate. Otherwise, there could be adverse financial consequences for the Company.]*

**Part Y**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE OF [DELIVERY][INSTALLATION] OF NEW EQUIPMENT**

This notice is given pursuant to Clause 10.2 of this usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same meanings herein.

We hereby notify you that the equipment listed below is due to be [delivered/installed] on \_\_\_\_\_ *[specify date at least two weeks after date of notice]*.

*[List relevant items of New Equipment]*

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part Z**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

**NOTICE OF SUBSTANTIAL COMPLETION OF ENABLING WORKS**

1. This notice is given pursuant to Clause 10.6 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings in this notice.
2. [The Contractor hereby confirms that it has delivered to the Company the operation and maintenance instructions and other documentation referred to in Clause 10.8 of the Contract][The operation and maintenance instructions and other documentation referred to in Clause 10.8 of the Contract are enclosed herewith.]
3. The Contractor hereby gives notice to the Project Manager that it considers that:
  - (a) it has completed the Substantial Completion Enabling Works (being those works identified in Appendix 1 to this Notice);
  - (b) the Substantial Completion New Equipment specified in Appendix 1 to this notice has been (i) delivered and (ii) (where applicable) installed;
  - (c) the Substantial Completion Enabling Works referred to in paragraph 3(a) above have satisfactorily passed the Substantial Completion Enabling Works Acceptance Tests and all tests prescribed by statute;

in each case pursuant to and in accordance with the terms of the Contract.

4. The Contractor hereby notifies the Project Manager that the Enabling Works specified in Appendix 2 to this notice are the only outstanding and unperformed parts of the Enabling Work (the *Outstanding Enabling Works*) and the Contractor hereby undertakes to complete the Outstanding Enabling Works and any other parts of the Enabling Works which the Project Manager notifies to the Contractor are outstanding:
  - (a) in the case of the Final Completion Enabling Works being those specified in Part A of Appendix 2 to this notice by [ ] (being the Enabling Works Target Acceptance Date for issue of the Certificates of Final Completion); and
  - (b) in the case of the works specified in Part B of Appendix 2 to this notice, by [ ].

5. The terms of this notice are subject to the terms of the Contract.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Appendix 1**  
**Completed Enabling Works**

**Appendix 2**  
**Outstanding Enabling Works**

**Part A**

**Part B**

**Part AA**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE THAT ENABLING WORKS ARE NOT SUBSTANTIALLY COMPLETE**

1. This notice is given pursuant to Clause 10.7.1(a)(ii) of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings in this notice.
2. The Project Manager has received a notice from the Contractor dated [ ] (the *Notice of Substantial Completion*) stating that the Contractor considers that:
  - (a) it has completed the Substantial Completion Enabling Works specified in Appendix 1 to the Notice of Substantial Completion;
  - (b) the Substantial Completion New Equipment specified in Appendix 1 to the Notice of Substantial Completion has been (i) delivered and (ii) (where applicable) installed;
  - (c) the Substantial Completion Enabling Works referred to in paragraph 2(a) above have satisfactorily passed the Substantial Completion Enabling Works Acceptance Tests and all tests prescribed by statute;

in each case pursuant to and in accordance with the terms of the Contract.

3. The Project Manager hereby gives notice to the Contractor that he does not consider that the Substantial Completion Enabling Works have been completed in accordance with the Contract as at the date of this certificate.
4. Appendix 1 to this notice sets out the works which, in the Project Manager's opinion, the Contractor is required to undertake in accordance with the terms of the Contract before the Project Manager will issue a Certificate of Substantial Completion. Please submit a further notice pursuant to Clause 10.6 of the Contract when you consider that the works specified in Appendix 1 have been completed and have satisfactorily passed the Substantial Completion Enabling Works Acceptance Tests and all tests prescribed by statute.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

## **Appendix 1**

### **Enabling Works to be completed prior to the issuance of a Certificate of Substantial Completion**

**Part BB**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION OF ENABLING WORKS**

1. This certificate is given pursuant to Clause 10.7 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings in this certificate.
2. It is hereby certified that the Contractor has provided satisfactory evidence to the Project Manager that the Substantial Completion Enabling Works specified in the Appendix to this Certificate have passed the Substantial Completion Enabling Works Acceptance Tests and all tests prescribed by statute.
3. The issue of this Certificate of Substantial Completion shall not be taken as relieving the Contractor from any liability to the Company, arising out of or in any way connected with the performance or non-performance of the Contractor's obligations under the Contract.
4. The terms of this Certificate are subject to the terms of the Contract.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part CC**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**[MORDEN][GOLDERS GREEN] CERTIFICATE OF FINAL COMPLETION OF ENABLING WORKS**

1. This certificate of final completion is given pursuant to Clause 10.10.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings in this certificate.
2. The Project Manager has issued a Certificate of Substantial Completion in accordance with Clause 10.7 of the Contract, certifying that the Contractor has completed the Substantial Completion Enabling Works in accordance with the Contract.
3. It is hereby certified that the Contractor has provided satisfactory evidence to the Project Manager that the Final [Morden][Golders Green] Completion Enabling Works have passed the Final Completion Enabling Works Tests and all tests prescribed by statute.
4. The issue of this Certificate of Final Completion shall not be taken as relieving the Contractor from any liability to the Company, arising out of or in any way connected with the performance or non-performance of the Contractor's obligations under the Contract.
5. The terms of this Certificate of Final Completion are subject to the terms of the Contract.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part DD**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE OF POTENTIAL DELAY EVENT**

This notice is given pursuant to Clause 12.1.2 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that [the following event has occurred which is][we foresee that the occurrence of the following event will be] liable to cause a delay in us complying with *[insert details of relevant Target Completion Dates or Train Milestone Dates and/or the provision of the Services or the Existing Train Services affected]* (being a Potential Delay Event within the meaning of the Contract).

*[Provide details of event]*

We consider that:

*[insert details required by 12.1.2 of the Contract]*

We shall submit to you in writing within 14 days of the date of this notice further details of the Potential Delay Event.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part EE**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE OF EXTENSION OF TIME**

This notice is given pursuant to Clause 12.6 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We acknowledge receipt of [final, full and detailed particulars of the cause and actual effect of any Potential Delay Event][such particulars as are sufficient to determine whether you are fairly entitled an interim extension of time] and we hereby grant you in respect of the matters, and for such period, as set out below:

*[insert details of the extension]*

[Please note that the extension to the above referenced [Train Milestone Date[s]] [Target Completion Date[s]] granted by this notice does not constitute an extension of time to any other Train Milestone Date or Target Completion Date.]

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part FF**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE OF REDUCTION OF COMMITTED LEASING FACILITY**

This notice is given pursuant to Clause 14.1.6 of the usage contract entered into between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meaning herein.

We hereby give you notice that we wish to reduce the amount of committed leasing facility available to the Train Manufacturer in respect of Variations. Please procure that the Train Manufacturer gives a corresponding notice to the Finance Parties under Clause 3.11 of the Purchase Agreement.

Yours faithfully,

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part GG**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE TO REMEDY FAILURE TO COMPLY**

This notice is given pursuant to Clause 16.1 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

We hereby give notice that you have failed to [*insert details*] in accordance with the Contract][comply with the requirements of the Project Manager within the period specified for [*insert details*]].

We hereby notify you that within [10][*Project Manager may insert lesser number if he considers necessary*] days of receipt of this notice you are required to [remedy the failure/carry out such activity/comply with such requirements of the Project Manager][*insert details*].

Failure to comply with this notice may result in the Company exercising its rights, inter alia, under Clause 16.1 of the Contract.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Copy to: London Underground Limited

**Part HH**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF ELECTION OF TRANSFER DATE**

This notice is given pursuant to Clause 24 of the Usage Contract entered into between us dated \_\_\_\_\_ 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meaning herein.

We hereby give notice that the Transfer Date will be [\_\_\_\_\_] [*specify a date not less than three months after date of notice*].

Yours faithfully,

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part II**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF VOLUNTARY TERMINATION**

This notice is given pursuant to Clause 26.1.1 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

[Subject to the following paragraph,] we hereby irrevocably give you notice that the Company (by serving this notice) exercises its rights to terminate the Contract in [whole][relation to the [Trains][Trackside Equipment] referred to in the Appendix hereto] on the next Quarter Date occurring after the date of this notice, being [*insert exact date of termination*].

*[Delete following paragraph if not required]*

[We further give you notice, pursuant to Clause 26.1.3 of the Contract that we hereby elect to extend the Contract for the Hand Back Extension Period in accordance with the terms of the Contract. In particular:

1. the Hand Back Extension Period will expire on [*insert date not more than five years after the date of termination*];
2. you shall remove the Trackside Equipment other than:
  - (a) the cable, routing and trunking provided by the Contractor in complying with its obligations under Part F of Schedule 6 of the Contract;
  - (b) the fibre optic cable provided by the Contractor in complying with its obligations under Part E of Schedule 6 of the Contract;
  - (c) the camera brackets provided by the Contractor in complying with its obligations under Part B of Schedule 6 of the Contract; and
  - (d) the leaky feeder provided by the Contractor in complying with its obligations under Part C of Schedule 6 of the Contract;

from the Northern Line and, subsequently, from the Depots, the Outstations and the Sidings and the Equipment (other than the Existing Equipment, the Trackside Equipment and the Trainborne Equipment) from the Depots, the Outstations and the Sidings between [*specify removal period*];

3. you shall remove the Trains (and any Trainborne Equipment) between [*specify removal period*] from the Depots, the Outstations and the Sidings.

We will specify, by [*specify a date to be not less than 6 months before the commencement of removal period*], a schedule of dates for the removal of the Trains and the Equipment.

[We hereby confirm that London Underground Limited have consented to the issue of this notice and we attach their written consent to this notice.]

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Copy to: Royal Bank of Scotland (Industrial Leasing) Limited  
Assetfinance March (A) Limited  
London Underground Limited

**Part JJ**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF 12 YEAR WALK**

This notice is given pursuant to Clause 26.2.1 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same meanings herein.

[Subject to the following paragraph,] we hereby give you notice that we hereby exercise our right to terminate the Contract on [*insert date being not later than 12 years and 9 months after the date of the Contract*].

[*Delete following paragraph if not required*]

[We further give you notice, pursuant to Clause 26.2.2 of the Contract, that we hereby elect to extend the Contract for the Hand Back Extension Period in accordance with the terms of the Contract. In particular:

1. the Hand Back Extension Period will expire on [*insert date not more than five years after the date of termination*];
2. you shall remove the Trackside Equipment other than:
  - (a) the cable, routing and trunking provided by the Contractor in complying with its obligations under Part F of Schedule 6 of the Contract;
  - (b) the fibre optic cable provided by the Contractor in complying with its obligations under Part E of Schedule 6 of the Contract;
  - (c) the camera brackets provided by the Contractor in complying with its obligations under Part B of Schedule 6 of the Contract; and
  - (d) the leaky feeder provided by the Contractor in complying with its obligations under Part C of Schedule 6 of the Contract;

from the Northern Line and, subsequently, from the Depots, the Outstations and the Sidings and the Equipment (other than the Existing Equipment, the Trackside Equipment and the Trainborne Equipment) from the Depots, the Outstations and the Sidings between [*specify removal period*];

3. you shall remove the Trains (and any Trainborne Equipment) between [*specify removal period*] from the Depots, the Outstations and the Sidings.

We will specify, by [*specify a date to be not less than 6 months before the commencement of removal period*], a schedule of dates for the removal of the Trains and the Equipment.

[We hereby confirm that London Underground Limited have consented to the issue of this notice and we attach their written consent to this notice.]

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Copy to: Royal Bank of Scotland (Industrial Leasing) Limited  
Assetfinance March (A) Limited  
London Underground Limited

**Part KK**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

**CONTRACTOR NOTICE OF TERMINATION**

This notice is given pursuant to Clause 27.1 of the usage contract between us dated \_\_\_\_\_ 1995.

We hereby give notice that the event specified in Clause [*insert appropriate reference*] of the Contract has occurred and is continuing and we hereby terminate the Contract, such termination to take effect on [\_\_\_\_\_ ] [*specify a date*].

Yours faithfully,

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

Copy to: Royal Bank of Scotland (Industrial Leasing) Limited  
Assetfinance March (A) Limited  
London Underground Limited

**Part LL**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**COMPANY NOTICE OF TERMINATION**

This notice is given pursuant to Clause 28.1.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

[Subject to the following paragraph,] we hereby give notice that the event specified in Clause [*insert appropriate reference*] of the Contract has occurred and is continuing and we hereby terminate the Contract forthwith in relation to [the provision of the Trains, the Equipment, the Services and the Existing Train Services] [the Services only], such termination to take effect on [\_\_\_\_\_] [*specify a date*].

*[Delete following paragraph if not required]*

[We further give you notice, pursuant to Clause 28.2(a) that we hereby elect to extend the Contract for the Hand Back Extension Period in accordance with the terms of the Contract, subject to the following:

1. the Hand Back Extension Period will expire on [*insert date not more than five years after the date of termination*];
2. you shall remove the Trackside Equipment other than:
  - (a) the cable, routing and trunking provided by the Contractor in complying with its obligations under Part F of Schedule 6 of the Contract;
  - (b) the fibre optic cable provided by the Contractor in complying with its obligations under Part E of Schedule 6 of the Contract;
  - (c) the camera brackets provided by the Contractor in complying with its obligations under Part B of Schedule 6 of the Contract; and
  - (d) the leaky feeder provided by the Contractor in complying with its obligations under Part C of Schedule 6 of the Contract;

from the Company's Railway and, subsequently, from the Depots, the Outstations and the Sidings and the Equipment (other than the Existing Equipment, the Trackside Equipment and the Trainborne Equipment) from the Depots, the Outstations and the Sidings between [*specify removal period*];

3. you shall remove the Trains (and any Trainborne Equipment) between [*specify removal period*] from the Depots, the Outstations and the Sidings.

We will specify, by [*specify a date to be not less than 6 months before the commencement of removal period*], a schedule of dates for the removal of the Trains and the Equipment.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

Copy to:       Royal Bank of Scotland (Industrial Leasing) Limited  
                  Assetfinance March (A) Limited  
                  London Underground Limited

**Part MM**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: *[insert unique reference number]*

**NOTICE TO DISPOSE OF EXISTING TRAINS/UNITS**

This notice is given pursuant to Clause 29.2.2 of the usage contract between us dated \_\_\_\_\_ (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we wish you to dispose of the [Existing Train] [Existing Unit] specified below during the period commencing on *[insert date and time at least 14 days from date of the notice]* and finishing on *[insert date and time which is (i) not less than 5 days after the time disposal period commences and (ii) includes traffic hours on a Saturday and the following Sunday in the disposal period]*.

The [Existing Train][Existing Unit[s]] we require you to dispose of:

- (a) [has] [have] the following Unit numbers *[insert numbers]*;
- (b) will be located at [\_\_\_\_\_ ] on commencement of the disposal period;
- (c) [will or may be in a condition fit for self-propelled movement on the Company's railway network] [will or may be in a condition fit for movement on the Company's railway network other than by self-propulsion] [will or may be unsafe for movement on LUL's railway network].

Yours faithfully

The Contract Manager for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part NN**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE OF DETAILS OF EXISTING TRAINS/UNITS FOR DISPOSAL**

This notice is given pursuant to Clause 29.2.3 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We refer to our notice dated \_\_\_\_\_ to you to dispose of [Existing Train] [Existing Unit[s]] number[s] [\_\_\_\_\_ ] (the **Disposal Notice**) given pursuant to Clause 29.2.2 of the Contract. The Disposal Notice did not contain all the relevant information required to be given to you. The additional information requested by you is set out below:

[*insert details omitted from the Disposal Notice*].

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part NN1**

To: ALSTOM NL SERVICE PROVISION LIMITED

From: INFRACO JNP LIMITED

Date: \_\_\_\_\_

**NOTICE OF APPOINTMENT AS SALES SUB-AGENT FOR TRACKSIDE EQUIPMENT**

This notice is given pursuant to Clause 30.1.2 of the usage contract between us dated [\_\_\_\_\_] 1995 (the *Contract*). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give you notice that we wish to be appointed as exclusive sub-agent of the Finance Parties with respect to the sale of the Trackside Equipment specified in Clause 30.1.3 of the Contract.

Yours faithfully

The Project Manager, for and on behalf of  
**INFRACO JNP LIMITED**

**Part OO**

To: INFRACO JNP LIMITED

From: ALSTOM NL SERVICE PROVISION LIMITED

Date: \_\_\_\_\_

Sequence number: [*insert unique reference number*]

**NOTICE OF CLAIM**

This notice is given pursuant to Clause 33.2.1 of the usage contract between us dated \_\_\_\_\_ 1995 (the **Contract**). Terms defined in the Contract shall bear the same respective meanings herein.

We hereby give notice of our intention to make a claim in respect of [*insert details of claim*].

We confirm that this notice is given within 28 days of [the event giving rise to the claim occurring][the event giving rise to the claim becoming apparent to us].

We confirm that within 60 days from the date of this notice (or such other period as may be agreed by the Project Manager) we will send to the Project Manager detailed particulars of the amount being claimed and the grounds upon which the claim is based and the documents that will be maintained to support such claim.

Yours faithfully

The Contract Manager, for and on behalf of  
**ALSTOM NL SERVICE PROVISION LIMITED**

**Part QQ**

**Notice of Company Proposed Variation**

**Contract No: TT250**

**Variation No:**

**THIS IS NOT AN INSTRUCTION TO PROCEED**

1. This notice is issued pursuant to paragraph 8.2.1 of Schedule 4 to the above referenced contract. Terms defined in such contract shall bear the same respective meanings herein.
2. The Contractor shall complete and sign the enclosed copy of this notice and return it to the Company (c/o the Project Manager) within 28 days of receipt and by doing so shall make an offer to the Company on the terms set out in the returned notice, which the Company shall have 28 days to accept.
3. Details of Variation: [\_\_\_\_ \_]. *[Company to complete. Contractor to provide further details if necessary.]*
4. Total cost of Variation: £[\_\_\_\_]. *[Contractor to complete and provide further details in paragraph 5 below and in attachment.]*
5. Payment options (at Company's absolute discretion)
  - (1) Lump sum payment of £[\_\_\_\_] to [ALSTOM NL Service Provision Limited] *[if expenditure to be incurred in Delivery Period or, if the Variation is in respect of Equipment, prior to the second anniversary of the Final Acceptance of Delivery Date]* [the Contractor] *[if expenditure to be incurred otherwise]. [Contractor to complete.]*
  - [(2) *[If Variation to Trains, Equipment or Enabling Works]* Approximate monthly increase in [Trains] [Equipment] [Enabling Works] Element of the Usage Payments of £[\_\_\_\_] (as indicated in attached cashflow). *[Contractor to complete.]*

[(3) *[If Variation to Existing Trains]* Approximate weekly increase in Existing Train Service Payments of £[\_\_\_\_\_]. *[Contractor to complete.]*]

6. Extension of Time (if any): *[Company to complete]*

Signed: \_\_\_\_\_  
INFRACO JNP LIMITED

Date:

Signed: \_\_\_\_\_  
ALSTOM NL Service Provision Limited

Date:

## Attachment to Notice of Company Proposed Variation

**Contract No: TT250**

**Variation No:**

The Contractor must complete this supplementary form for attachment to any Notice of Company Proposed Variation returned to the Company.

### Effects of implementation of Variation

	YES/NO	COMMENTARY/IMPACT
<p>1. Service performance/ reliability</p> <p>2. Train weight</p> <p>3. Energy consumption</p> <p>4. Train performance</p> <p>5. Effect on programme</p> <ul style="list-style-type: none"> <li>• Design</li> <li>• Install</li> <li>• Commission</li> <li>• Complete</li> </ul> <p>If yes, please attach revised target/ milestone dates</p> <p>6. Effects on capital cost (include breakdown)</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Existing Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>7. Effect on Services cost (include breakdown)</p> <p>8. Effect on cashflows if payment option (2) is chosen by the Company</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>If yes, please attach separate cashflow indicating dates on which expenditure assumed to have been incurred</p> <p>9. Effect on lease facility headroom if payment option (2) is chosen by the Company</p> <p>Balance remaining</p>		

**Part RR**

**Notice of Required Variation**

**Contract No: TT250**

**Variation No:**

**THIS IS AN INSTRUCTION TO PROCEED**

1. This notice is issued pursuant to paragraph 8.3.1 of Schedule 4 to the above referenced contract. Terms defined in such contract shall bear the same respective meanings herein.
2. On receipt of this notice, the Contractor shall as soon as reasonably practicable commence carrying out the work specified in paragraph 4 below, but shall not incur any costs in excess of £[\_\_\_\_\_]in doing so without prior authorisation of the Project Manager.
3. The Contractor shall complete and sign the enclosed copy of this notice and return it to the Company (c/o the Project Manager) within 28 days of receipt and by doing so shall make an offer to the Company on the terms set out in the returned notice, which the Company shall have 28 days to accept.
4. Details of Variation: [\_\_\_\_\_] . *[Company to complete. Contractor to provide further details if necessary.]*
5. Total cost of Variation: £[\_\_\_\_\_] . *[Contractor to complete and provide further details in paragraph 6 and in attachment.]*
6. Payment options (at Company's absolute discretion)
  - (1) Lump sum payment of £[\_\_\_\_\_] to [ALSTOM NL Service Provision Limited] *[if expenditure to be incurred in Delivery Period or, if the Variation is in respect of Equipment, prior to the second anniversary of the Final Acceptance of Delivery Date]* [the Contractor] *[if expenditure to be incurred otherwise]. [Contractor to complete.]*
  - [(2) *[If Variation to Trains, Equipment or Enabling Works]* Approximate monthly increase in [Trains] [Equipment] [Enabling Works] Element of the Usage Payments of £[\_\_\_\_\_] (as indicated in attached cashflow). *[Contractor to complete.]*

[(3) *[If Variation to Existing Trains]* Approximate weekly increase in Existing Train Service Payments of £[\_\_\_\_\_]. *[Contractor to complete.]*]

7. Extension of Time (if any): *[Company to complete]*

Signed: \_\_\_\_\_  
INFRACO JNP LIMITED

Date:

Signed: \_\_\_\_\_  
ALSTOM NL Service Provision Limited

Date:

## Attachment to Notice of Required Variation

**Contract No: TT250**

**Variation No:**

The Contractor must complete this supplementary form for attachment to any Notice of Required Variation returned to the Company.

### Effects of implementation of Variation

	YES/NO	COMMENTARY/IMPACT
<p>1. Service performance/ reliability</p> <p>2. Train weight</p> <p>3. Energy consumption</p> <p>4. Train performance</p> <p>5. Effect on programme</p> <ul style="list-style-type: none"> <li>• Design</li> <li>• Install</li> <li>• Commission</li> <li>• Complete</li> </ul> <p>If yes, please attach revised target/ milestone dates</p> <p>6. Effects on capital cost (include breakdown)</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Existing Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>7. Effect on Services cost (include breakdown)</p> <p>8. Effect on cashflows if payment option (2) is chosen by the Company</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>If yes, please attach separate cashflow indicating dates on which expenditure assumed to have been incurred</p> <p>9. Effect on lease facility headroom if payment option (2) is chosen by the Company</p> <p>Balance remaining</p>		

**Part SS**

**Notice of Contractor Proposed Variation**

**Contract No: TT250**

**Variation No:**

**THIS IS NOT AN INSTRUCTION TO PROCEED**

1. This notice is issued pursuant to paragraph 8.4.1 of Schedule 4 to the above referenced contract. Terms defined in such contract shall bear the same respective meanings herein.
2. The Contractor requires the Company to consider the Variation proposed in paragraph 4 below. The offer made in this notice is available for 28 days from the date of this notice.
3. Details of Variation: [\_\_\_\_ \_]. *[Contractor to complete]*
- [4. Total cost of Variation: £[\_\_\_\_]. *[Contractor to complete and provide further details in paragraph 5 below and the attachment]*
- [4. The Contractor is prepared to carry out the proposed variation at no cost to the Company.]
- [5. Payment options (at Company's absolute discretion)
  - (1) Lump sum payment of £[\_\_\_\_] to [ALSTOM NL Service Provision Limited] *[if expenditure to be incurred in Delivery Period or, if the Variation is in respect of Equipment, prior to the second anniversary of the Final Acceptance of Delivery Date]* [the Contractor] *[if expenditure to be incurred otherwise]. [Contractor to complete.]*
  - [(2) *[If Variation to Trains, Equipment or Enabling Works]* Approximate monthly increase in [Trains] [Equipment] [Enabling Works] Element of the Usage Payments of £[\_\_\_\_] (as indicated in attached cashflow). *[Contractor to complete.]*
  - [(3) *[If Variation to Existing Trains]* Approximate weekly increase in Existing Train Service Payments of £[\_\_\_\_]. *[Contractor to complete.]*

6. Extension of Time (if any): [*Company to complete*]

Signed: \_\_\_\_\_  
ALSTOM NL Service Provision Limited

Date:

## Attachment to Notice of Contractor Proposed Variation

**Contract No: TT250**

**Variation No:**

The Contractor must complete this supplementary form for attachment to any Notice of Contractor Proposed Variation returned to the Company.

### Effects of implementation of Variation

	YES/NO	COMMENTARY/IMPACT
<p>1. Service performance/ reliability</p> <p>2. Train weight</p> <p>3. Energy consumption</p> <p>4. Train performance</p> <p>5. Effect on programme</p> <ul style="list-style-type: none"> <li>• Design</li> <li>• Install</li> <li>• Commission</li> <li>• Complete</li> </ul> <p>If yes, please attach revised target/ milestone dates</p> <p>6. Effects on capital cost (include breakdown)</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Existing Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>7. Effect on Services cost (include breakdown)</p> <p>8. Effect on cashflows if payment option (2) is chosen by the Company</p> <ul style="list-style-type: none"> <li>• Trains</li> <li>• Equipment</li> <li>• Enabling Works</li> </ul> <p>If yes, please attach separate cashflow indicating dates on which expenditure assumed to have been incurred</p> <p>9. Effect on lease facility headroom if payment option (2) is chosen by the Company</p> <p>Balance remaining</p>		

**Part TT**  
**Variation Order**  
**Contract No: TT250**  
**Variation No:**

1. This Variation Order is issued pursuant to paragraph [8.2.3(a)] [8.3.3(a)] [8.4.2(a)] of Schedule 4 to the above referenced contract. Terms defined in such contract shall bear the same respective meanings herein.
2. The Company hereby confirms that such contract shall be varied on the basis set out in the attached Notice of Variation.
3. The Contractor shall complete the works required to carry out the Variation [by [\_\_\_\_\_] [in accordance with the programme set out in the attached Notice of Variation].
4. The Company hereby elects to pay the cost of the Variation specified therein in accordance with payment option [(1)] [(2)] [(3)] referred to in paragraph [5][6] of the attached notice.
5. [*If payment option (2) elected in relation to Variation to Trains, Equipment or Enabling Works.*] The relevant date for the purposes of paragraph [8.2.3(a)(iv)] [8.3.3(a)(iv)] [8.4.2(a)(iv)] of Schedule 4 shall be [\_\_\_\_\_] [\_\_\_\_\_] ].

Signed: \_\_\_\_\_  
INFRACO JNP LIMITED

Date: