



TRANSPORTATION  
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Registered in England  
Registered No: 2235994

Date 22 March 2018

██████████  
RfL Contract Manager, Crossrail  
RSD Project  
C/O Crossrail Limited  
25 Canada Square  
Canary Wharf  
London  
E14 5LQ

Dear ██████████

**RE: Rolling Stock and Depot Service Provision Agreement dated 18 February 2014 and made between Bombardier Transportation UK Ltd and Rail for London Limited (the "RSPA"); Q234-SPC-02676**

1. This notice constitutes an Initial Change Appraisal (**ICA**) as required under paragraph 2.1 to part 1 of Schedule A8 of the RSPA (**Notice**).
2. Words and expressions defined in the RSPA shall have the same meanings when used in this Notice and the provisions of the RSPA (including clause 64.13 (Governing Law)) shall, as applicable, apply to this Notice.
3. This ICA is a response to an Option Notice issued by RfL on 19 March 2018 (Q234-RLC-02789), requesting an additional 5 Full Length Units (**FLUs**) to the currently contracted amount of 65 (50 FLUs plus 15 Reduced Length Units (**RLUs**) ultimately converted to FLUs). The additional Units have been requested to be a continuation of supply immediately following the delivery of the 65<sup>th</sup> Unit. The following assumptions have been made by Bombardier on compiling this ICA:
  - a. The Option Units will be manufactured in accordance with the delivery dates in **Appendix 2** at a rate of 0.5 Units per week as provided for in the RSPA for the final FLUs currently contracted.
  - b. The Option Units will be priced based on the known configuration at the time of the Option Notice, a known configuration being the contracted design of the Units as per the Technical Train Specification (**TTS**) (or any other technical agreement in place between RfL and BT for the design of the Units) inclusive of any Change Notices for which Bombardier has received a Change Confirmation Notice. Note the list of Change Notices which are incorporated in this ICA are listed in **Appendix 6**.
  - c. All Change Notices for which Bombardier have not yet received a Change Confirmation Notice will have to be readdressed to incorporate the additional Option Units. This applies to all Change Notices not listed in **Appendix 6**.

- d. Bombardier reserves its right to request an extension of time and RfL agree to grant reasonable extensions with respect to the subsequent submission of revised ICAs for those RfL Change Notices not considered into this ICA insofar as they are impacted by the Option Units.
  - e. This ICA contains a Fixed Price Quotation (inclusive of the Change in Costs, impact on Milestone Payments and Service Payments and Adjustments) that can be responded to with a Change Confirmation Notice without the need for a Change Appraisal Instruction from RfL, or a Change Appraisal from Bombardier.
  - f. ForEx assumptions have been detailed in **Appendix 1** to this ICA.
  - g. The Option Units will have a separate Fleet Acceptance Date for the Option Units from the rest of Fleet as set out in **Appendix 2** and **Appendix 5**.
  - h. This ICA is provided based on the Crossrail Routes, Train Parameters and Diagrams as set out in the RSPA and does not include any provision for change to the Crossrail Routes, Train Parameters and Diagrams. If RfL requires any changes to the Crossrail Routes, Train Parameters and Diagrams this will be dealt with through a separate Change Procedure. The mileage for each Option Unit has been calculated and costed based on the mileage assumptions for each Unit in the Fleet through the BCMM. The annual fleet mileage which is costed in this ICA is set out in **Appendix 5**.
  - i. The changes to the RSPA that are required as a result of the Option notice are set out in **Appendix 5** to this Notice.
4. The following Appendices are attached with this letter:
  - a. **Appendix 1** – Fixed Price quotation for Change in Costs;
  - b. **Appendix 2** – Schedule of Payments;
  - c. **Appendix 3** – Changes to BCMM;
  - d. **Appendix 4** – Programme impact and assumed scope; [Not used]
  - e. **Appendix 5** – Amendments to the RSPA; and
  - f. **Appendix 6** – Change Notices included in this ICA.
5. There will be additional dates added to the Project Programme for Contractual Provisional Acceptance, Contractual Final Acceptance and Contractual Fleet Acceptance (Option Units) for the additional Units as set out in **Appendix 1** and **Appendix 5**. These dates are consistent with those requested in the Option Notice by RfL and can be delivered provided the down-payment in **Appendix 2** is received by Bombardier by 31 March 2018.
6. This ICA is issued based on the scope and assumptions included in this ICA. If such scope and assumptions do not accord with RfL's intention and/ or it is amended by RfL, Bombardier reserves the right to submit an updated ICA prior to the issue of a Change Confirmation Notice by RfL.
7. The Change will impact on the operation and maintenance regimes adopted or proposed to be adopted for the Units and/or the OOC Depot. Bombardier will incur additional costs and resource impact through the requirements to maintain the additional Units. These changes are included in **Appendix 3** and **Appendix 5**.
8. Bombardier's Change in Costs relating to the Proposal is shown in **Appendix 1** to this letter.

9. Bombardier's proposed Schedule of Payments to cover the Fixed Price is provided in **Appendix 2** to this letter. It is agreed that the down payment will be paid within **7 Working Days** of the receipt of the Invoice from Bombardier.
10. Bombardier proposes that the value of the Advance Payment Bond will change as a result of this Change as set out in **Appendix 1**. This Advance Payment Bond will be issued on the final agreed rate prior to financial close. Any fluctuation in the Fixed Price due to ForEx on financial close will be adjusted through the other milestones in Appendix 2, excluding the down-payment.
11. The Parties agree that the Change was in the contemplation of the parties at RSPA signature and so is covered under the existing Parent Company Guarantee ("**PCG**"). Notwithstanding this, it is further agreed that in express accordance with Clause 4.1 of the PCG, the obligations of the Guarantor under the PCG are varied to the extent of the Change and the PCG remains in full force and effect.
12. Bombardier notes that the decision as to whether the Option Units are insured under the project specific construction phase policy or Bombardier's global insurance policy is yet to be finalised. The insurance of the option units will be agreed between Bombardier and RfL, each acting reasonably, prior to the commencement of the construction of the Option Units.
13. BT is entitled to any relief, compensation, rights or other entitlements under the RSPA in relation to the Option Unit Provisional, Final land Fleet Acceptance dates except in relation to those circumstances which were known before the date this ICA was issued
14. Bombardier reserves its rights in relation to other commercial discussions which are ongoing as at the date of this ICA.

Yours faithfully,

on behalf of **Bombardier Transportation UK Limited**

[REDACTED]

Position: Project Director

[REDACTED]

Position: Train Works Contract Manager

## **Appendix 1 - Fixed Price Quotation for Change in Costs**

(Attached separately)

**Appendix 2 - Schedule of Payments**

(Attached separately)

### Appendix 3 – Changes to BCMM

BCCM attached separately

Note:

*At the time of issuing the ICA the BCMM changes are agreed in relation to the Total Price Increase from the Auto-Calculation of £[REDACTED], subject to final audit by RfL's nominated auditor Quasar to ensure that the model is calculating these changes correctly.*

*At the time of issuing this ICA, the Parties have failed to reach agreement on all of the adjustments made to the BCMM above the Auto-calculation ("Manual Adjustments"). The current status of the review between the SP and RfL is set out below. The SP shall provide evidence and information in relation to the Manual Adjustments it is proposing. Where deemed required by RfL, the SP shall substantiate costs and provide evidence that costs are additional costs to the SP.*

*The Parties shall endeavour to agree on the Manual Adjustments (which shall in any case not exceed a total of £[REDACTED]) within 30 calendar days (or any other period as the Parties may reasonably agree) from the date on which the RfL Change Confirmation Notice is issued. Each Party reserves its rights under those set out in para. 8.4 of Part 1 to Schedule A8 of the RSPA.*

#### Adjustments following Internal review process:

Increase Cleaning Auditors / Train Preparation by 1.6, from 0.4 to 2	looks justifiable
Increase Cleaners by 5.4 per annum, from 5.6 to 11	looks justifiable
Increase Technicians +2.0 (auto calc is 3, total increase is 5)	looks justifiable
Increase Technicians +2.0 Shunters & Sanding / Servicing	looks justifiable
TCSE (Train Carried Signalling Equipment)	BT could not justify this when challenged. Substantiation required
Central Engineering	will not accepted as discussed.
PI	anything above BCMM will be not accepted.
Corrective Spares	looks justifiable but need substantiation
Clean room equipment	not accepted. Required for 65 trains and there anyway
Material inventory	looks justifiable but need substantiation
Browsers, Steam Cleaners, Jet Sprays, Lifting Eq, UAT testing, washing m/cs	looks justifiable but need substantiation
Initial Tooling	looks justifiable but need substantiation
Stores other	needs details/ substantiation
R18 Concrete dust additional work	needs details/ substantiation
R45 Monitoring approach	needs details/ substantiation
R54 Condition assessment on wheels for brg life	not accepted.
R39 Indexation Risk	needs details/ substantiation
IS ongoing costs	needs details/ substantiation
PPE	looks justifiable if related to increase in staff as above
Reverse Electric Reduction	
Facilities cost increase (Utilities only)	
Increased Contingency due to increased costs above	not accepted
Increased PM Hub due to increased costs above	not accepted
Margin on Adjustments	(to be adjusted )

#### **Appendix 4 - Programme impact and assumed scope**

Not used. Programme impacts set out in **Appendix 1** and **Appendix 5**.

## Appendix 5 – Amendments to the RSPA

### Amendments to the RSPA – Front End

The following definitions shall be inserted in alphabetical order in **clause 1.1** of the **RSPA (Definitions)**:

**“Contractual Option Unit Fleet Acceptance Date”** means the date for Option Unit Fleet Acceptance set out in the Project Programme;

**“Option Unit Fleet Acceptance Certificate”** means a certificate in the form or substantially in the form of part 5 of schedule B5 (pro-forma Certificates (Units)) issued by RfL duly amended to reference the Option Unit Acceptance Certificate and Option Unit Acceptance Criteria and so as to record compliance by the Option Unit Fleet with the Option Unit Fleet Acceptance Criteria

**“Option Unit Fleet”** means the Units to be provided pursuant to an Option Notice dated 19 March 2018;

**“Option Unit Fleet Acceptance”** means satisfaction of the Option Unit Fleet Acceptance Criteria’

**“Option Unit Fleet Acceptance Criteria”** means those criteria indicated as such set out in clause 21.8A of the RSPA (Option Unit Fleet Acceptance);

The following definition of **“Relevant Acceptance Date”** in clause 1.1 shall be amended to include a new limb (h) after limb (g) as follows:

“(h) in relation to the Option Unit Fleet, the Contractual Option Unit Fleet Acceptance Date.”

Inset a **new clause 21.8A** after clause 21.8 of the RSPA, as follows:

#### **“21.8A Option Unit Fleet Acceptance**

(a) The SP shall make a submission for Option Unit Fleet Acceptance to RfL once the Option Unit Fleet Acceptance Criteria have been satisfied.

(b) The Option Unit Fleet Acceptance Criteria are:

- (i) the ability of RfL to run all the Option Units forming part of the Option Unit Fleet with unconditional approval to operate from the relevant Competent Authority or such successor certificate which allows Unrestricted Passenger Revenue Earning Service over all the Crossrail Infrastructure or ECS Movement (each as required by the operation type envisaged in schedule A2 (Crossrail Routes)) (once all of the Crossrail Infrastructure is Available Infrastructure);
- (ii) receipt by RfL of all relevant up-to-date documentation in accordance with clause 21.5(a)(vi);
- (iii) that the Fleet and the Option Unit Fleet have collectively reached a reliability level in accordance with clause 21.8(c)(iii); and



- (iv) all Option Units forming part of the Option Unit Fleet have achieved Final Acceptance.

(c) Upon Option Unit Fleet Acceptance being obtained in accordance with clause 21.8A, RfL shall issue an Option Unit Fleet Acceptance Certificate to the SP."

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### Schedule A1 – Project Programme

Amend **Part 1 – Project Programme** as follows:

DESCRIPTION	DATE
***	***
<p><u>Seventy</u><del>sixty five</del> FLUs for 60 daily passenger train Diagrams between:</p> <ul style="list-style-type: none"> <li>• Maidenhead and Heathrow terminals;</li> <li>• Shenfield and Abbey Wood via Paddington Low Level and on GE Residual Services; and</li> <li>• including two FLUs as Operational Spare Units,</li> </ul> <p>Available for operation in accordance with the Train Plan ("Stage 5 Crossrail Services"), save to the extent that if the Liverpool Street High Level Platform Works Completion Date has not occurred at least 4 weeks prior to this date, some or all GE Residual Services may be RLUs, subject to clause 21.2.</p>	08/12/2019

Amend **Dates to be provided by the SP in the Contract Programme** as follows:

2 <sup>nd</sup> to <u>70</u> <del>65</del> <sup>th</sup> Unit delivered to Designated Delivery Location	03/03/2017 to <u>28/10/2019</u> <del>29/04/2019</del>
2 <sup>nd</sup> to <u>70</u> <del>65</del> <sup>th</sup> Unit Provisional Acceptance Dates	17/04/2017 to <u>04/11/2019</u> <del>01/06/2019</del>
2 <sup>nd</sup> to <u>70</u> <del>65</del> <sup>th</sup> Unit Contractual Final Acceptance Date	09/12/2018

DESCRIPTION	DATE
	to <a href="#">02/01/2020</a> <del>13/12/2019</del>
Scheduled Final Acceptance Date	<a href="#">02/01/2020</a> <del>13/12/2019</del>
***	***
<a href="#">Contractual Fleet Acceptance Date (Option Units)</a>	<a href="#">10/11/2020</a>

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## Schedule E2 – Payment Mechanism

Amend **Appendix 3** as follows:

### Assumed Energy Volume

Replace "Assumed energy volume per Railway Period = 272,550 (kWh)" with "Assumed energy volume per Railway Period = 306,174 (kWh)"

Replace table in **Part 2 of Appendix 4** with the following table:

### **Part 2 – Full Crossrail Mileage Period Table from April 2020**

Column 1	Column 2
Planned Annual Mileage Per Fleet (million miles)	Mileage Adjustment per Railway Period (£)
10.32 > 11.07 up to and including 11.07	
9.56 > 10.32 up to and including 10.32	
8.82 > 9.56 up to and including 9.56	
8.07 > 8.82 up to and including 8.82	
7.31 > 8.07 up to and including 8.07	
6.57 > 7.31 up to and including 7.31	

Note: The above mileage is based on the Fleet (inclusive of the Option Units). The reference to 'Fleet' in clauses 4.2(a), 4.3(b) and 4.4(b) of Schedule E2 will be amended to "Fleet (including the Option Unit Fleet)".

Replace the table in **Part 1 of Appendix 5** with the following table:

Part 1 – Schedule of Daily Service Charges

Column 1	Column 2
Three calendar month period commencing	Daily Service Charge
1 Apr 2014	████
1 Jul 2014	████
1 Oct 2014	████
1 Jan 2015	████
1 Apr 2015	████
1 Jul 2015	████
1 Oct 2015	████
1 Jan 2016	████
1 Apr 2016	████
1 Jul 2016	████
1 Oct 2016	████
1 Jan 2017	████
1 Apr 2017	██████
1 Jul 2017	██████
1 Oct 2017	██████
1 Jan 2018	██████
1 Apr 2018	██████
1 Jul 2018	██████
1 Oct 2018	██████
1 Jan 2019	██████
1 Apr 2019	██████
1 Jul 2019	██████
1 Oct 2019	██████
1 Jan 2020	██████
1 Apr 2020	██████

Column 1	Column 2
Three calendar month period commencing	Daily Service Charge
1 Jul 2020	██████
1 Oct 2020	██████
1 Jan 2021	██████
1 Apr 2021	██████
1 Jul 2021	██████
1 Oct 2021	██████
1 Jan 2022	██████
1 Apr 2022	██████
1 Jul 2022	██████
1 Oct 2022	██████
1 Jan 2023	██████
1 Apr 2023	██████
1 Jul 2023	██████
1 Oct 2023	██████
1 Jan 2024	██████
1 Apr 2024	██████
1 Jul 2024	██████
1 Oct 2024	██████
1 Jan 2025	██████
1 Apr 2025	██████
1 Jul 2025	██████
1 Oct 2025	██████
1 Jan 2026	██████
1 Apr 2026	██████
1 Jul 2026	██████
1 Oct 2026	██████
1 Jan 2027	██████

Column 1	Column 2
Three calendar month period commencing	Daily Service Charge
1 Apr 2027	
1 Jul 2027	
1 Oct 2027	
1 Jan 2028	
1 Apr 2028	
1 Jul 2028	
1 Oct 2028	
1 Jan 2029	
1 Apr 2029	
1 Jul 2029	
1 Oct 2029	
1 Jan 2030	
1 Apr 2030	
1 Jul 2030	
1 Oct 2030	
1 Jan 2031	
1 Apr 2031	
1 Jul 2031	
1 Oct 2031	
1 Jan 2032	
1 Apr 2032	
1 Jul 2032	
1 Oct 2032	
1 Jan 2033	
1 Apr 2033	
1 Jul 2033	
1 Oct 2033	

Column 1	Column 2
Three calendar month period commencing	Daily Service Charge
1 Jan 2034	
1 Apr 2034	
1 Jul 2034	
1 Oct 2034	
1 Jan 2035	
1 Apr 2035	
1 Jul 2035	
1 Oct 2035	
1 Jan 2036	
1 Apr 2036	
1 Jul 2036	
1 Oct 2036	
1 Jan 2037	
1 Apr 2037	
1 Jul 2037	
1 Oct 2037	
1 Jan 2038	
1 Apr 2038	
1 Jul 2038	
1 Oct 2038	
1 Jan 2039	
1 Apr 2039	
1 Jul 2039	
1 Oct 2039	
1 Jan 2040	
1 Apr 2040	
1 Jul 2040	



Column 1	Column 2
Three calendar month period commencing	Daily Service Charge
1 Oct 2040	
1 Jan 2041	
1 Apr 2041	
1 Jul 2041	
1 Oct 2041	
1 Jan 2042	
1 Apr 2042	
1 Jul 2042	
1 Oct 2042	
1 Jan 2043	
1 Apr 2043	
1 Jul 2043	
1 Oct 2043	
1 Jan 2044	
1 Apr 2044	
1 Jul 2044	
1 Oct 2044	
1 Jan 2045	
1 Apr 2045	
1 Jul 2045	
1 Oct 2045	
1 Jan 2046	

**Part 2 – Schedule of Depot Daily Charges**

<b>Column 1</b>	<b>Column 2</b>
<b>Three calendar month period commencing</b>	<b>Depot Daily Charge</b>
1 Apr 2014	████
1 Jul 2014	████
1 Oct 2014	████
1 Jan 2015	████
1 Apr 2015	████
1 Jul 2015	████
1 Oct 2015	████
1 Jan 2016	████
1 Apr 2016	████
1 Jul 2016	████
1 Oct 2016	████
1 Jan 2017	████
1 Apr 2017	████
1 Jul 2017	████
1 Oct 2017	████
1 Jan 2018	████
1 Apr 2018	██████
1 Jul 2018	██████
1 Oct 2018	██████
1 Jan 2019	██████
1 Apr 2019	██████
1 Jul 2019	██████
1 Oct 2019	██████
1 Jan 2020	██████
1 Apr 2020	██████
1 Jul 2020	██████



Column 1	Column 2
Three calendar month period commencing	Depot Daily Charge
1 Oct 2020	██████
1 Jan 2021	██████
1 Apr 2021	██████
1 Jul 2021	██████
1 Oct 2021	██████
1 Jan 2022	██████
1 Apr 2022	██████
1 Jul 2022	██████
1 Oct 2022	██████
1 Jan 2023	██████
1 Apr 2023	██████
1 Jul 2023	██████
1 Oct 2023	██████
1 Jan 2024	██████
1 Apr 2024	██████
1 Jul 2024	██████
1 Oct 2024	██████
1 Jan 2025	██████
1 Apr 2025	██████
1 Jul 2025	██████
1 Oct 2025	██████
1 Jan 2026	██████
1 Apr 2026	██████
1 Jul 2026	██████
1 Oct 2026	██████
1 Jan 2027	██████
1 Apr 2027	██████

Column 1	Column 2
Three calendar month period commencing	Depot Daily Charge
1 Jul 2027	██████
1 Oct 2027	██████
1 Jan 2028	██████
1 Apr 2028	██████
1 Jul 2028	██████
1 Oct 2028	██████
1 Jan 2029	██████
1 Apr 2029	██████
1 Jul 2029	██████
1 Oct 2029	██████
1 Jan 2030	██████
1 Apr 2030	██████
1 Jul 2030	██████
1 Oct 2030	██████
1 Jan 2031	██████
1 Apr 2031	██████
1 Jul 2031	██████
1 Oct 2031	██████
1 Jan 2032	██████
1 Apr 2032	██████
1 Jul 2032	██████
1 Oct 2032	██████
1 Jan 2033	██████
1 Apr 2033	██████
1 Jul 2033	██████
1 Oct 2033	██████
1 Jan 2034	██████

Column 1	Column 2
Three calendar month period commencing	Depot Daily Charge
1 Apr 2034	██████
1 Jul 2034	██████
1 Oct 2034	██████
1 Jan 2035	██████
1 Apr 2035	██████
1 Jul 2035	██████
1 Oct 2035	██████
1 Jan 2036	██████
1 Apr 2036	██████
1 Jul 2036	██████
1 Oct 2036	██████
1 Jan 2037	██████
1 Apr 2037	██████
1 Jul 2037	██████
1 Oct 2037	██████
1 Jan 2038	██████
1 Apr 2038	██████
1 Jul 2038	██████
1 Oct 2038	██████
1 Jan 2039	██████
1 Apr 2039	██████
1 Jul 2039	██████
1 Oct 2039	██████
1 Jan 2040	██████
1 Apr 2040	██████
1 Jul 2040	██████
1 Oct 2040	██████

Column 1	Column 2
Three calendar month period commencing	Depot Daily Charge
1 Jan 2041	██████
1 Apr 2041	██████
1 Jul 2041	██████
1 Oct 2041	██████
1 Jan 2042	██████
1 Apr 2042	██████
1 Jul 2042	██████
1 Oct 2042	██████
1 Jan 2043	██████
1 Apr 2043	██████
1 Jul 2043	██████
1 Oct 2043	██████
1 Jan 2044	██████
1 Apr 2044	██████
1 Jul 2044	██████
1 Oct 2044	██████
1 Jan 2045	██████
1 Apr 2045	██████
1 Jul 2045	██████
1 Oct 2045	██████
1 Jan 2046	██████

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**Schedule E3 – Performance Regime**Amend **Appendix 4 – Availability Benchmark Table** as follows:

Number of Accepted Units	Availability Benchmark
1	0
*	*
66	61
67	62
68	63
69	64
70	65

**Schedule E11 – Milestones and Security**Update **Appendix 1 to Part 2 – Part A Units and Equipment** as follows:

(1) Milestone	(2) Actions required to have been achieved by the SP to meet the Milestone	(3) Milestone Payment (£)	(4) APB Bond Amount under Advance Payment Bond	(5) Schedule d Date for Achievement
***	***	***	***	***
Monthly Bodyshell Milestone	Delivery of any number of bodyshells (being the assembled car body in readiness for fit out) at the end of any calendar month provided that the aggregate number of bodyshells for which Milestone Certificates have been issued shall not exceed the number for such calendar month set out in column 2 of the table in appendix 4 to this part 2 of schedule E11.	£ [REDACTED] per bodyshell for <a href="#">Units 345001 to 345065</a> . £ [REDACTED] per bodyshell for <a href="#">Option Units 345066 to 345070</a> . provided that the Milestone Payment for each Monthly Bodyshell Milestone shall not	Increase by £ [REDACTED] per each bodyshell delivered in accordance with this schedule E11 for <a href="#">Units 345001 to 345065</a> .  <a href="#">Increase by</a> £ [REDACTED] per each bodyshell delivered in	01/11/2015 - <del>01/05/2019</del> <a href="#">01/11/2019</a>

(1) Milestone	(2) Actions required to have been achieved by the SP to meet the Milestone	(3) Milestone Payment (£)	(4) APB Bond Amount under Advance Payment Bond	(5) Schedule d Date for Achievem ent
		<p>exceed the aggregate of:</p> <p>(i) the sums paid to SP by RfL in relation to the Monthly Bodysell Milestones prior to the relevant Monthly Bodysell Milestone; plus</p> <p>(ii) the sum of the number of bodysells for the calendar month for the relevant Monthly Bodysell Milestone multiplied by £ [REDACTED] per bodysell for Units 345001 – 345065, or multiplied by £ [REDACTED] per bodysell for Units 345066 to 345070.</p>	<p><a href="#">accordance with this schedule E11 for Option Units 345066 to 345070.</a></p>	
***	***	***	***	***
<a href="#">Unit Provisional</a>	<a href="#">Issue of a QPAC or PAC in relation to Unit 66</a>	[REDACTED]		<a href="#">09/09/2019</a>

(1) Milestone	(2) Actions required to have been achieved by the SP to meet the Milestone	(3) Milestone Payment (£)	(4) APB Bond Amount under Advance Payment Bond	(5) Schedule d Date for Achievem ent
<a href="#">Acceptance Unit 66</a>				
<a href="#">Unit Provisional Acceptance Unit 67</a>	<a href="#">Issue of a QPAC or PAC in relation to Unit 67</a>	██████		<a href="#">23/09/19</a>
<a href="#">Unit Provisional Acceptance Unit 68</a>	<a href="#">Issue of a QPAC or PAC in relation to Unit 68</a>	██████		<a href="#">07/10/201 9</a>
<a href="#">Unit Provisional Acceptance Unit 69</a>	<a href="#">Issue of a QPAC or PAC in relation to Unit 69</a>	██████		<a href="#">21/10/201 9</a>
<a href="#">Unit Provisional Acceptance Unit 70</a>	<a href="#">Issue of a QPAC or PAC in relation to Unit 70</a>	██████		<a href="#">04/11/201 9</a>
***	***	***	***	***
<a href="#">Unit Final Acceptance Unit 66</a>	<a href="#">Issue of a Final Acceptance Certificate in relation to Unit 66</a>	██████		<a href="#">07/11/201 9</a>
<a href="#">Unit Final Acceptance Unit 67</a>	<a href="#">Issue of a Final Acceptance Certificate in relation to Unit 67</a>	██████		<a href="#">21/11/201 9</a>
<a href="#">Unit Final Acceptance Unit 68</a>	<a href="#">Issue of a Final Acceptance Certificate in relation to Unit 68</a>	██████		<a href="#">05/12/201 9</a>
<a href="#">Unit Final Acceptance Unit 69</a>	<a href="#">Issue of a Final Acceptance Certificate in relation to Unit 69</a>	██████		<a href="#">19/12/201 9</a>
<a href="#">Unit Final Acceptance Unit 70</a>	<a href="#">Issue of a Final Acceptance Certificate in relation to Unit 70</a>	██████		<a href="#">02/01/202 0</a>

(1) Milestone	(2) Actions required to have been achieved by the SP to meet the Milestone	(3) Milestone Payment (£)	(4) APB Bond Amount under Advance Payment Bond	(5) Schedule d Date for Achievem ent
<a href="#">Fleet Acceptance (Option Units)</a>	<a href="#">Issue of a Fleet Acceptance (Option Units) Certificate</a>	██████████		<a href="#">10/11/2020</a>

Note: New Milestones to be inserted in date order into the version of the Schedule E11 Milestones current as at the date of this ICA.

Insert the following additional text in Appendix 2 Part 2 of Schedule E11:

Total Contract Price

"The Total Contract Price will be increased as set out in Appendix 1, 2 and 3 to this ICA."

Update Appendix 4 of Part 2 to Schedule E11 as follows:

#### Monthly Bodyshell Milestones

Column (1) Calendar month	Column (2) Cumulative number of bodyshells scheduled to be delivered (being assembled car body in readiness for fit out) by the end of each calendar month in the Project Programme
November 2015	4
***	***
May 2019	585
<a href="#">August 2019</a>	<a href="#">603</a>
<a href="#">September 2019</a>	<a href="#">621</a>
<a href="#">October 2019</a>	<a href="#">630</a>



**Appendix 6 - Change Notices included in Option Price**

<b>RCN#</b>	<b>Description</b>	<b>Train Works</b>	<b>Services</b>
00011	Class 345 Livery (Exterior Performance Concept, decal to painted surfaces)	████████	████
00023	Class 345 Livery (Exterior Performance Concept, replace ref to Pantone 265C with 266C)	████████	████
00014	Class 345 Interiors	██████████	██████████
00026	Moquette	████████	████
00005	WiFi	████████	██████████
<b>Total</b>		████████	██████████

The costs set out above set no precedence in relation to the application of the SP Margin.