
From: Martin Foerder - BB Civil UK
Sent: 30 June 2011 07:39
To: Marc.Hanson@ashurst.com
Cc: Alastair.Maclean@edinburgh.gov.uk; csmith@hg-group.co.uk;
jonathan.turner@ashurst.com; Kevin Russell - BB Civil UK;
Louise.Forster@pinsentmasons.com; Mark.Elsey@ashurst.com;
mgallaher@biggartbaillie.co.uk; Patrick.Scully.ext@siemens.com;
Suzanne.Moir@pinsentmasons.com; Terence.vanPoortvliet@ashurst.com;
Subject: Brandenburger, Alfred
RE: MOV4 Extension

Marc,

your understanding is not fully correct, the mail does not exactly reflect (Item 2) what I and Alastair had discussed. I will discuss this morning with Colin and Alastair to clarify the issues.

Regards,

Martin Foerder
Project Director

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From: <Marc.Hanson@ashurst.com>
To: <Suzanne.Moir@pinsentmasons.com>
Cc: <Alastair.Maclean@edinburgh.gov.uk>, <mgallaher@biggartbaillie.co.uk>, <Martin.Foerder@civil.bilfinger.co.uk>, <Kevin.
<jonathan.turner@ashurst.com>, <csmith@hg-group.co.uk>
Date: 29/06/2011 20:43
Subject: RE: MOV4 Extension

Suzanne

Alastair and Martin have just spoken and, I understand, agreed the following:

1. Your amendments to Schedule Part 3 re the termination sums are to be deleted.
2. Martin and Colin are to agree the figures included in Schedule Part 4 tomorrow morning. CEC do not understand how the Target On Street Works Price has increased from £39m to c£52m. The Off Street Works Contract Price should reflect the figure re the same in the Mar Hall HoT ie £362,500,000. Presumably the £365m figure was a typo? The termination figures have not yet been agreed.
3. The other changes including the extension to the end of August are agreed.

Kind regds
Marc

Marc Hanson

Partner
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From: MOIR Suzanne [mailto:Suzanne.Moir@pinsentmasons.com]
Sent: 29 June 2011 16:26
To: Marc Hanson
Cc: Alastair.Maclean@edinburgh.gov.uk; Martin Gallaher; Martin.Foerder@civil.bilfinger.co.uk;
Kevin.Russell@civil.bilfinger.co.uk; Scully, Patrick (STS); FORSTER Louise
Subject: RE: MOV4 Extension

Marc,

A clean and delta view version of the MoV4 extension is attached, following discussions earlier today.

Kind Regards

Suzanne Moir
Senior Associate
Pinsent Masons LLP

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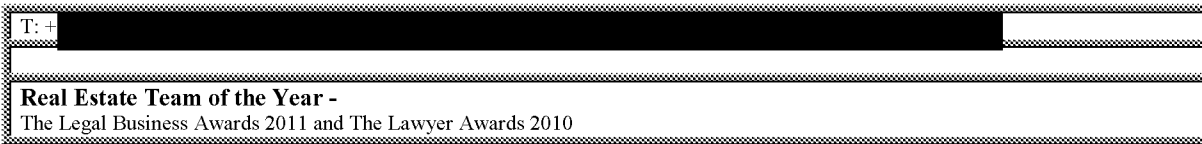
From: Marc.Hanson@ashurst.com [mailto:Marc.Hanson@ashurst.com]
Sent: 27 June 2011 18:15
To: MOIR Suzanne; gavin.paton@burness.co.uk
Cc: Alastair.Maclean@edinburgh.gov.uk; Nick.Smith@edinburgh.gov.uk; Carol.Campbell@edinburgh.gov.uk;
Terence.vanPoortvliet@ashurst.com; Mark.Elsey@ashurst.com
Subject: MOV4 Extension

Suzanne / Gavin

I attach a draft letter extending the fall away date in MOV4 from the end of June to the end of July. I understand it was also agreed to try and record what has been agreed to date. Due to recent focus being on the IA we have not managed to finally agree the SA nor the IC amendments although I appreciate good progress has been made on agreeing the principles underlying the same. With that and the limited time remaining before the end of June in mind, and to avoid our getting bogged down in the detail of what has not been agreed, I suggest the definition of "Outstanding Matters" in the attached MOU is amended to read: "those matters to be agreed between the parties INCLUDING those set out in Part 2 of the Schedule". Please can you confirm that will be acceptable.

Kind regards
Marc

Marc Hanson
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