

**FOISA EXEMPT AND COMMERCIAL IN
CONFIDENCE**

(1) tie LIMITED

- and -

(2) CARILLION UTILITY SERVICES LIMITED

MINUTE OF AGREEMENT

relating to

Edinburgh Tram Network

MINUTE OF AGREEMENT

BETWEEN

- (1) the **LIMITED**, a company incorporated under the Companies Act with registration number SC230949 and having its registered office at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ and having its principal place of business at City Point, 65 Haymarket Terrace, Edinburgh EH12 5HD ("the"), which expression shall include its successors and permitted assignees; and
- (2) **CARILLION UTILITY SERVICES LIMITED** (formerly called Alfred McAlpine Infrastructure Services Limited) a company incorporated under the Companies Act with registration number 00728599 and having its registered office at 24 Birch Street, Wolverhampton ("MUDFA Contractor") which expression shall include its successors and permitted assignees.

WHEREAS

- A the, and the MUDFA Contractor (collectively referred to as the "Parties") entered into a Multi-Utilities Diversion Framework Agreement ("MUDFA Agreement") dated 4 October 2006 (reference number 11162343-2.Doe) to carry out and complete the MUDFA Works relating to Edinburgh Tram Network; and
- B the Parties have now agreed to amend the MUDFA Agreement to allow (i) the MUDFA Contractor to be relieved of its obligations to complete the Remaining MUDFA Works, as hereinafter defined, on terms and to the extent specified in this Minute of Agreement and (ii) a new contractor ("New Contractor") to carry out and complete the Remaining MUDFA Works.

IT IS HEREBY AGREED AS FOLLOWS:

1. The defined terms in this Minute of Agreement shall have the same meaning as the defined terms in the MUDFA Agreement unless otherwise specified and the Appendices hereto shall form part of this Minute of Agreement.
2. Unless specifically amended by this Minute of Agreement, the terms and conditions of the MUDFA Agreement shall remain in full force and effect.

3. As at the 4 December 2009 ("the December Completion Date") the MUDFA Contractor will be deemed to have carried out and completed all of the MUDFA Works required to be provided by it under the MUDFA Agreement under exception of the work not completed or not executed (including any outstanding testing) detailed in Appendix I hereto ("Remaining MUDFA Works"). The Parties agree that the Remaining MUDFA Works as specified in Appendix I are an exhaustive list of the MUDFA Works not completed or executed as at the December Completion Date.
4. The MUDFA Contractor is relieved of all of its obligations under the MUDFA Agreement in relation to the carrying out and completion of the Remaining MUDFA Works and shall have no responsibility whatsoever in relation thereto.
5. Following execution of this Minute of Agreement tie:
 - 5.1 will be responsible for procuring the carrying out and completion of the Remaining MUDFA Works;
 - 5.2 will give the MUDFA Contractor the opportunity to be present to witness the testing of any MUDFA Works executed by the MUDFA Contractor. Testing will be carried out in accordance with the flowchart specified in Appendix 2; and
 - 5.3 agree that, notwithstanding that the MUDFA Contractor has no obligation to carry out and complete the Remaining MUDFA Works after the December Completion Date, tie will pay the MUDFA Contractor the sum of £363,000 sterling as preliminaries costs in respect of the period from the December Completion Date to 31 January 2010.
6. The MUDFA Contractor shall:
 - 6.1 remove all materials from Site except as may be directed in writing by tie;
 - 6.2 provide tie with all Deliverables that require to be provided under the terms of the MUDFA Agreement including those specified in Appendix 3 hereof (in accordance with the agreed programme as specified in Appendix 4 for the provision of such Deliverables) under exception of any Deliverables in relation to the Remaining MUDFA Works;
 - 6.3 pay all fees and give all notices, in respect of any legislation, including all licences and permits required under legislation that the MUDFA Contractor is obliged to pay

or give under the MUDFA Agreement other than in relation to the Remaining MUDFA Works; and

- 6.4 pass to tie, promptly on request, all licences, permits, guarantees, consents and any other document, which it is obliged to provide under the MUDFA Agreement in relation to the carrying out and maintenance of the MUDFA Works, under exclusion of the Remaining MUDFA Works.
7. Any reference in the MUDFA Agreement to the MUDFA Works shall be deemed to be a reference to the MUDFA Works under exclusion of the Remaining MUDFA Works.
8. The whole of the MUDFA Works under exclusion of the Remaining MUDFA Works shall be deemed substantially complete as at the December Completion Date. It is further agreed that certain Work Sectors were substantially complete by the dates specified in Appendix 5 hereof ("Work Sector Completion Dates") and Certificates of Substantial Completion for every Work Sector are deemed to have been issued by the relevant Work Sector Completion Date contained in Appendix 5.
9. tie confirms and hereby grants the MUDFA Contractor an extension of the time for substantial completion of the whole of the MUDFA Works under exclusion of the Remaining MUDFA Works and each of the Work Sectors and Work Sections until the December Completion Date and extends the Longstop Date mentioned in clauses 1.1 and 45.1 of the MUDFA Agreement until 31 January 2010.
10. tie hereby waives any entitlement whatsoever to claim damages (including without prejudice to the foregoing generality damages in terms of clause 45 of the MUDFA Agreement) arising out of or in connection with any alleged delay which has occurred prior to the December Completion Date by the MUDFA Contractor in carrying out and completing the MUDFA Works, any Work Sectors or any Work Sections.
11. The Parties agree that certain MUDFA Contractor employees will be seconded to tie in accordance with the Secondment Agreement attached as Appendix 6.
12. The MUDFA Contractor shall provide tie with collateral warranties as provided for in the MUDFA Agreement, subject to the following:
 - 12.1 The form of collateral warranty set out in schedule 15 of the MUDFA Agreement shall be deleted and replaced with the form of collateral warranty set out in Appendix 7 hereto;

- 12.2 Scottish Power shall be added to the list of parties set out in clause 4.7 of the MUDFA Agreement; and
- 12.3 The MUDFA Contractor shall have no obligation to procure collateral warranties in terms of clause 12.8 of the MUDFA Agreement.
13. The Defects Correction Period under the MUDFA Agreement shall commence on the December Completion Date and shall end on the 3 December 2011.
14. The MUDFA Contractor shall remain fully responsible for any defects in the MUDFA Works (under exclusion of the Remaining MUDFA Works) in accordance with the provisions of the MUDFA Agreement subject to the following:
- 14.1 the MUDFA Contractor shall have no responsibility or obligation whatsoever for any defects in reinstatement or surfacing works executed by it at any location as part of the MUDFA Works where those reinstatement or surfacing works are (or will require to be) reconfigured, replaced or materially disturbed or damaged by Infracore or by the New Contractor in order to execute any works to be carried out by them (for the avoidance of doubt this clause 14.1 will not relieve the MUDFA Contractor from any responsibility or obligation under the MUDFA Agreement in respect of any other defect whatsoever);
- 14.2 the Required Response Times specified as Levels of Urgency 2 and 3 in paragraph 6.2 of Schedule 2 of the MUDFA Agreement shall be amended as follows:
- (i) for Levels of Urgency 2 and 3 the MUDFA Contractor shall advise the within 4 hours of notification whether it intends to carry out the relevant work; and
- (ii) where the MUDFA Contractor advises the that it intends to carry out the relevant work in terms of clause 14.4 (i), above, it shall commence the relevant work within the timescales as specified for each Level of Urgency 2 and 3 as set out in Appendix 8,
- for the avoidance of doubt the Required Response Time specified as Level of Urgency 1 in paragraph 6.2 of Schedule 2 of the MUDFA Agreement is not amended in any way by the terms of this Minute of Agreement.


- 14.3 the Parties have agreed as specified in Appendix 8 a working protocol to assist the process of intimation and rectification of any defects for which the MUDFA Contractor remains responsible.
15. Within 27 days of the date of execution hereof the MUDFA Contractor shall provide to the Client a Retention Bond in accordance with clauses 4.2 and 4.5 of the MUDFA Agreement subject to:
- 15.1 the form of Retention Bond set out in Schedule 7, Part B of the MUDFA Agreement shall be deleted and replaced with the form of Retention Bond set out in Appendix 9 hereto; and
- 15.2 any revisions to the form of Retention Bond, as set out in Appendix 9 hereto, as may be proposed by the surety providing the Retention Bond and approved by the Client (acting reasonably in respect of such proposals).
16. For the avoidance of doubt any liability of the MUDFA Contractor shall remain subject to the limitation on liability as set out in clause 84 of the MUDFA Agreement. In the event of non provision by the MUDFA Contractor of a Retention Bond in terms of clause 15 hereof, it is agreed between the Parties that the limit of the MUDFA Contractor's liability under clause 84 of the MUDFA Agreement shall be increased by the sum of £1.5 million sterling (in relation to any claim arising from breach of contract by the MUDFA Contractor, for damages sustained by the Client as established and ascertained pursuant to and in accordance with the provisions of the MUDFA Agreement) until such time as a Retention Bond has been provided in terms of clause 15 hereof. On provision of a Retention Bond, as agreed herein, the limitation on liability shall revert to the amount set out in clause 84 of the MUDFA Agreement.
17. For the purpose of clause 84.2 of the MUDFA Agreement the period of 12 years stipulated therein shall commence on the December Completion Date.
18. The MUDFA Contractor shall notify the Client of any third party claims which have been made against the MUDFA Contractor as a result of the MUDFA Works. Any such claims will be dealt with in accordance with clause 55 of the MUDFA Agreement.
19. As of midnight on the December Completion Date the MUDFA Contractor will cease to be the Principal Contractor under the Construction (Design and Management) Regulations 1994 and 2007 (as amended) and clause 66 of the MUDFA Agreement. As from that date the Client will be responsible for ensuring that the requirements of the Construction (Design and

Management) Regulations 1994 and 2007 have been met in relation to the MUDFA Works including any requirement to have a Principal Contractor appointed.

20. The MUDFA Contractor shall retain all documents specified in clause 68.2 of the MUDFA Agreement for a period of twelve years from the December Completion Date.
21. This Minute of Agreement shall be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages, together with Appendices 1 to 9 (inclusive) annexed and executed as relative hereto, are executed as follows:

For and on behalf of the Limited at Edinburgh



Authorised Signatory

STEVEN BELL

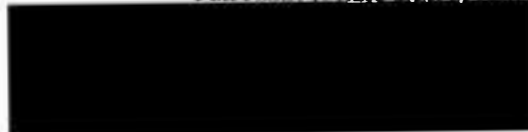
Full Name (Please print in full)



Witness

MURIEL SMITH

Full Name (Please print in full)



For and on behalf of Carillion Utility Services Limited at

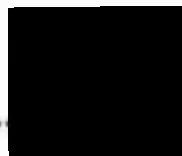


Authorised Signatory

PEARL JONES

Full Name (Please print in full)

by:



Witness

MRS PEARL BAYFORD

Full Name (Please print in full)



This is Appendix 1 referred to in the foregoing Minute of Agreement between the Limited and Carillion Utility Services Limited relative to the Edinburgh Tram Network.

Appendix 1 - Remaining MUOFA Works (page 1 of 3)

Annex 1A Street to Brougham Street

Handover Pack Number	Description	Diversion Ref.	Approximate Remaining Meters	Diversion Status	Testing Status at Date of Completion				Details of Testing	Remaining MUOFA Works
					Fully Tested	Part Tested	Not Tested	Testing Not Required		
A7	New 150mm main to be laid into existing 150mm main from 400mm Water to an old iron existing 6" SWR from connection.	1CSW/D04	0	Work completed. Connection could be completed due to SWR acquisition.						Connection to be completed. One consideration: Annex 1A St 2. The connection to part 100m from St. Paul St. will require re-connection prior to connection to SWR system.
A8	New 400mm Water to an old iron existing 6" SWR from connection. New 100mm to be laid into existing 6" and 2 x 4" (Ampirable, limited).	1CSW/D12	0	Work completed. Connection could be completed due to SWR acquisition.						Connection can only be completed after further Phase 1 work. Connection due to SWR acquisition issues.
A9	New 150mm connection at Union Street.	1CSW/D13	0	Work completed except connection. Pipework completed except connection.						Connection can only be completed after further Phase 1 work. Connection due to SWR acquisition issues. Connection to be completed. One of connection to be completed at Union Street and one of connection to be completed at Ardglass Street.
A17	Connection diversion 1CSW/D02.	1CSW/D13	0	Work completed.						Work to be completed as required by SWR. Services remain to be completed prior to abandonment. Final connections.
A22	150mm main at Haddington Place.	Additional	0	Work done.						To be completed.
A25	80mm connection Gairfield Square.	Additional	8	Work done.						To be completed.
A27	5 way BT London Road.	1CSW/D20	13	50% complete.						Three remaining ducts to be installed. SWR testing and connections to be completed.
A28	0 way BT ducting - Grounwick - McDonald Road.	1CSW/D19	25	Three ducts installed.						Connections to be completed.
	300mm SWR gas existing at Lona Street.	1SMR/D1	35	Not started due to SWR.						Connections to be completed.

Appendix 1: Remaining MUDFA Works (page 2 of 3)

Keywords:

Handover Pack Number	Description	Division Ref.	Approximate Remaining Metres	Division Status	Testing Status at December Completion Date				Details of Testing	Remaining MUDFA Works
					Fully Tested	Part Tested	Not Tested	Testing Not Required		
B1	500m gas main	10S/10/00	0	Completed above 100m level Junction 6 up to the extent of West Midland Termination Junction. Not progressed over the main water main CA 1 completion on 10/11/2014. Gas main cap ended of road next to bank at 100m level.					End capped and tested - CUS test only. Test failed on Mechanical Junction. Three number job permits to be processed and forwarded.	Complete remaining section in TM Phase 4B & 4A. Test completion. No gas contribution. Service numbers of the outstanding works have been completed on Keymaster.
H2	90m gas main	10S/10/00	22	Part sections of the main installed along the south side of West Midland St. Section from 100m level end section in east of West Midland St is installed. There a service connection of above West Midland St. Not completed. Connects into gas 500 mm Pipe (R.P.D) and runs down West Midland St to a clean out.					End capped and tested - CUS test only	Complete pipework
E3	900m water main (2nd Leg)	10S/10/00	0	Water leg installed of 600m into existing installed & tested. Now in Commission.						
H4	600m water main (2nd Leg)	10S/10/00	53	East leg not started. Dependent on completing the water leg.						Complete in 8 by section of the 74m water main (East side of 2nd Avenue) which is west side of the main a completed. Each 800 mm x 100 mm connection.
H5	1200m water main	10S/10/00	16	Pipe installed between Morley St & Topshen St.						Main installed and pressure tested
H6	600m water main	10S/10/00	15	Pipe installed in Coates Place						Complete diversion and test
H7	1600m in in	10S/10/00	16	Connection of the water main system. Require phase 4A to complete						Commissioned up to last section (10-10-14). A 100m pipe required on Keymaster has not been
H8	1 way, 2 x LV, Scottish Power	10S/10/00	0	Duct 80% completed						Complete duct installation and LV cable
H9	2 way, 2 x LV, Scottish Power	10S/10/00	0	Part completed - in Section 4B						Complete ducting
H10	2 way, 2 x LV, Scottish Power	10S/10/00	0	Ducting installed. Final fit of working at completed 10/11/14.						Complete ducting
H11	6 way, 2 x 95 Kv, 2 x 11 Kv, Scottish Power	10S/10/00	14	Ducting complete across West Midland Street in Polesden Junction. Duct extension not complete.						Complete ducting. Install cable and joint
H12	1 way, 2 x 33Kv, Scottish Power	10S/10/00	64	Most of the ducting has been installed. Outstanding sections of ducting to be completed in TM Phase 3.5 & 4. North side of West Midland St.						Rearranging section of ducting to be installed in TM Phase 3.5 & 4. Cabling & joining required in Termination St & Manor Place.
H13	4 way, 2 x 11 Kv	10S/10/00	10	Excavation of trial holes on feasibility to determine expanded route required						To be installed during TM phase 3.5
H14	2 Way LV	10S/10/00	0	Ducting completed.						Cables to be installed and connection to be completed. Connection located in Skirpeth Place.
H15	1 way, Virgin Media	10S/10/00	0	Ducting across Manor Place completed. Ducting to be installed into house within properties. The above 2 houses.						Ducting required to be between existing box & new box in Manor Place. All work within the footprint.
H16	1 way, Virgin Media	10S/10/00	24	Ducting above W.10/00. Ducting cannot be completed until TM phase 3.5 is installed						Ducting in property required on East Side of Manor Place section. Also require new box in Skirpeth.
H17	4 way, Virgin Media	10S/10/00	0	Ducting installed across West Midland Street. Ducting to be extended across large excavation in Termination Junction and new box to be built.						Ducting required for drive station and new box to be built
H18	1 way, Virgin Media	10S/10/00	10	Excavation						Section 4 - Not Started
H19	2 way, Virgin Media	10S/10/00	1	Completed ducting across West Midland St. Central connection to box with W.10/00 23 box position is determined.						Connection into box
H20	1 way, Virgin Media	10S/10/00	20	Installed in West Midland St pavement (South side) in 100m main pattern 0.4 to shop entrance						Complete missing parts of the ducting. Complete boxes and test.
H21	4 way, BT	10S/10/00	25	Part completed						To be completed
H22	10 way, BT	10S/10/00	65	Ducting part completed in Termination Junction only. Requires TM Phase 3.5 to complete.						Requires TM work to complete the work in West Midland Street.
H23	1 way, BT	10S/10/00	20	Ducting only part completed including above road section of ducting.						Ducting to be installed under TM Phase 3.5
H24	4 way, GNV	10S/10/00	70	Small section of ducting completed in TM Phase 3.5.						The main section of ducting to be installed in TM Phase 3.5
H25	4 way, GNV	10S/10/00	0	Installed part of the ducting. Not completed fit test.						Remainder of ducting and connection to box.
H26	4 way, Duct	10S/10/00	20	Completed ducting in TM Phase 3.5.						Require TM Phase 4A to complete ducting into Termination Junction.
H27	4 way, Vodafone 4 Way (GAGRS)	10S/10/00	0	Ducting completed.					Version tested & signed off ENERSIS as WORKING	Example to witness test
H28	Additional work on Divisions D16 & D17	10S/10/00	20	Additional work on Divisions D16 & D17. Working not to be completed.						Additional work on divisions D16 & D17. 2 more required when SPURS is completed.
H29	Additional work on Divisions D16 & D17	10S/10/00	2	Working not to be completed.						Connection to Highgate Station
H30	Additional work on Divisions D16 & D17	10S/10/00	11	Working not to be completed.						Connection to Highgate Station
H31	430 m in Duct along Water main to connect to existing system adjacent to City AM Installation	10S/10/00	0	Pipework completed between Daily Road & Clifton Terrace. Part of the system is tested & in being tested. (BVM, completed)					Test last section of D16 system	Remove and replace. Test last section of water main & connection. Complete connection.
H32	Remove T piece on gas to main opposite Riddley Church	24/D.P.H.22	0	Remove T-Piece on existing main						Remove T piece on existing main opposite Riddley Church.
H33	C & W ducting has been damaged by EGT. This needs to be repaired and diverted via new box	10S/10/00	0	C & W ducting requires diverting into existing mainline. EGT work has finished their work.						Ducts to be repaired by SGN
H34	C & W ducting has been damaged by SGN during the fill & lay work. Now requires diverting before it is tested and signed off by BT.	10S/10/00	0	Ducting has been damaged by SGN during the fill & lay work. Now requires diverting before it is tested and signed off by BT.					Ducting tested and signed off by BT. Only 2 ducts passed the manual tests. Set 100m ducting into duct after SGN approval.	SGN will have to finish regarding the damaged ducts
H35	1 way, BT	10S/10/00	0	Not started.						SGN to be installed
H36	2 way, Virgin Media	10S/10/00	0	Not started.						SGN to be installed
H37	1 way, Virgin Media	10S/10/00	0	Not started.						SGN to be installed
H38	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H39	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H40	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H41	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H42	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H43	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H44	4 way, GNV	10S/10/00	0	Not started.						SGN to be installed
H45	4 way, BT	10S/10/00	0	Not started.						SGN to be installed
H46	4 way, BT	10S/10/00	0	Not started.						SGN to be installed

Appendix 1- Remaining MUDFA Works (page 3 of 3)

York Place to Broughton Street

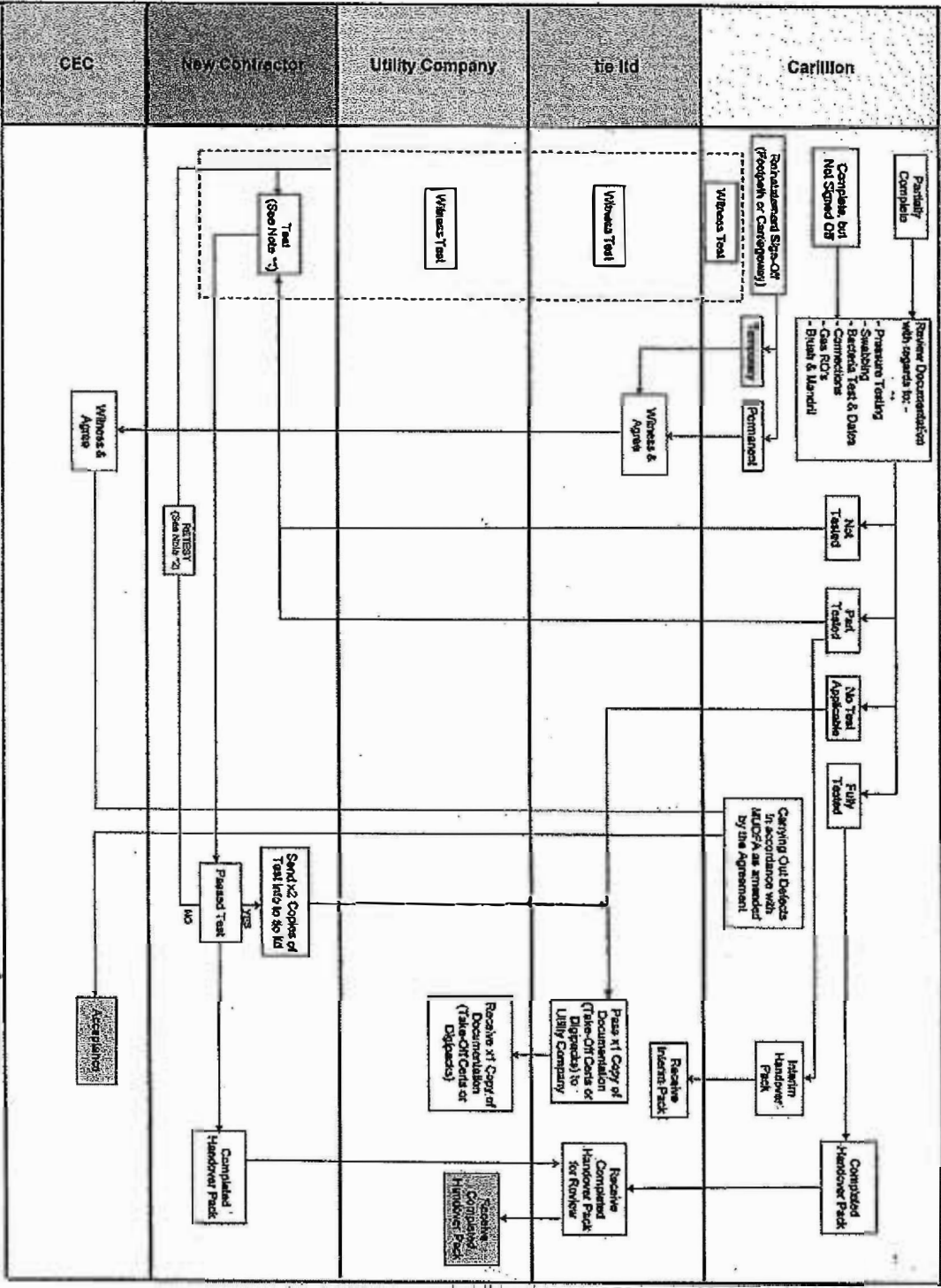
Hardware Patch Number	Description	Diversion Ref.	Approximate Remaining Metres	Diversion Status	Testing Status at December Completion Date				Details of Testing	Remaining MUDFA Works
					Fully Tested	Part Tested	Not Tested	Testing Not Required		
Y1	Lay 15 x 100mm ducts, 5 x 150mm ducts	1C2SPD01	27	Length of ducting not installed at Elder Street						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y2	Lay 5 x 150mm ducts	1C2SPD03	22	No ducting installed at Elder St.						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y4	Lay 2 x 150mm ducts	1C2SPD04	22	No ducting installed at Elder St.						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y7	Concrete diversion 1C2SPD01	1C2SPD04	0	Concrete diversion						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y8	Concrete diversion 1C2SPD01	1C2SPD04	0	Concrete diversion						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y11	Concrete diversion 1C2SPD01 and 1C2SPD04	1C2SPD04	0	Concrete diversion						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y12	Concrete diversion 1C2SPD01 and 1C2SPD04	1C2SPD04	0	Concrete diversion						Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested. Complete installation of ducting to the north side of York Place plus the central and northern phases across York Place. Joining boys to be completed, cables installed and tested.
Y17	Crossings at Dublin Street	1C2SPD01	0	Completed twin crossings pipework						600 mm main on south side of York Place has been tested and witnessed by CUS. No pressure test to the 10m legs. Future work left to complete. Sewer & pressure test pipework.
Y18	400mm pipe to be laid at Dublin Street	1C2SPD01	43	Final drawings complete, still to install pipework and to fabricate existing 12" main						Twin legs capped off.
Y19	400mm crossing Elder Street	1C2SPD01	21	Completed 400mm pipe from St Andrew Square to a position halfway across Elder Street junction with the ends of Phase 3 TM. Pipework west of the junction has been pressure tested.						Main installed but only witnessed by CUS.
Y20	100mm crossing Elder Street	1C2SPD01	21	Completed 100mm pipework from St Andrew Sq to a position half way across Elder St. Also connected into the existing main at Elder St junction. Service connections completed on the new main.						Main installed, tested and commissioned up to Elder St junction.
Y21	400mm York Place to Coran Doyle and Tish	1C2SPD01	12	Pipework to be completed from a position to the east of Elder St junction up to the east side of the pedestrian crossing.						Completed pipework has been tested in sections & witnessed by CUS only.
Y22	100mm York Place to Coran Doyle and Tish	1C2SPD01	12	Pipework to be completed from a position to the east of Elder St junction up to the east side of the pedestrian crossing. Service connections completed on the new main.						Small section of main to be tested.
Y23	400mm crossings at Broughton Street	1C2SPD01	14	Completed twin crossings 200m of the way across York Place.						Twin crossings requires existing testing and commissioning.
Y24	400mm pipe to be laid at Pearly Place	1C2SPD01	63	No pipework installed across Broughton Street junction.						Complete pipework across Broughton St junction. Pipework in position to the east side of Broughton Street at Pearly Place. 600mm main, pressure test, electrical and commissioning. To be removed when new 100mm main is installed through at Elder Street.
Y25	5" open connection into rear 100mm main	Additional		Needs to be removed when new 100mm main is installed through at Elder Street.						To be removed when new 100mm main is installed through at Elder Street.
Y26	400mm pipe to be laid at Broughton Street	1C2SPD01		Completed and in position						Main to be tested.
Y27	Lay 4 way to 1C2SPD01 (Box Location)	1C2SPD01	17	Work not completed						Final 12" pipe to be completed.
Y28	Lay 4 way to 1C2SPD01 (Box Location)	1C2SPD01	20	Work not completed						Final 12" pipe to be completed.
Y29	Lay 4 way across Elder Street	1C2SPD01	21	Ducts installed across Elder St junction						Outstanding ducts across Elder St junction. Ducting to be completed.
Y30	Lay 2 way from 400 York Place to 400 York Place	Additional	27	No						Ducting to be completed.
Y31	400mm duct box at 30 York Place	Additional	0	No						Complete in TM Phase 10
Y32	Lay 4 way from York Place to Broughton Street	1C2SPD01	102	No						Complete in TM Phase 10
Y33	Lay 4 way from 1C2SPD01 to 1C2SPD01	1C2SPD01	73	50% complete						Complete in TM Phase 10
Y34	Build new JUB box opposite 61 York Place to accommodate Diversion 1C2SPD01	Additional	0	Ducting part completed across York Place. 600mm						Can not test a sign off until complete up to the box. No access to end of pipe. Can not test a sign off until complete up to the box. No access to end of pipe. Can not test a sign off until complete up to the box. No access to end of pipe.
Y35	Lay 21 way into 1C2SPD01 (Dublin Street)	1C2SPD01	17	Completed ductwork from Elder St. - 1000 #13 to 20 way across York Place up to Dublin St.						Complete test section of the ducts and connect into the new chamber. Complete installation of new cord, brush & material and sign off.
Y36	Lay 16 way from 412 to 613	1C2SPD01	0	Completed ductwork between boxes.						Ducts need to be tested and signed off.
Y37	Build 412 at 44 York Place	1C2SPD01	0	Not started						Box to be constructed.
Y38	Lay 32 way across York Place to 412	1C2SPD01	30	Not started						Completed over the TM phase once MED-412 on north side of York Place is provided.
Y39	Build new manhole at 412 on York Street	Additional	0	Not started						Box to be constructed.
Y40	Lay 32 ducts from 412 to existing 510-40mm side of York Place	1C2SPD01	10	Part installed on south side of York Place only						Ducting to be completed.
Y41	Lay 2 way across York Place to 44 York Place	1C2SPD01	10	Part installed at 44 York Place						Work to be completed.
Y42	Complete 613 at Elder Street	Additional	0	Completed chamber. Ducts installed on the east side of the chamber						Complete during on south side of York Place in respect to ducting previously installed and re-route into the new TM chamber on the north side of York Place.
Y43	Lay 28 ducts down York Place to new manhole at Broughton Street, 48 into manhole and then into existing box at Pearly Place. 100mm	Additional	115	Not started						Complete 28 way ducts from new 412 in north side of York Place.
Y44	Lay 10 way from 412 to 480m to Dublin Street	1C2SPD01	11	Completed ductwork						To be completed.
Y45	Lay 10 way ducting - 480m to 504 way duct at Broughton St junction and goes to box at Pearly Place.	1C2SPD01 (7)	123	Not started						To be completed.
Y46	Lay 3 way from 412 to 44 York Place	Additional	0	Completed						Tested but not witnessed by BT.
Y47	Additional 2 way, crossing into 44 York Place	Additional	12	Completed 200mm across road						Testing to be undertaken.
Y48	Lay 4 way ducts across York Place at Elder Street	1C2SPD01	22	Completed in TM Phase 3 only						To be completed.
Y49	Lay 4 way ducts across York Place at York Lane	1C2SPD01	10	Completed 200mm across road						To be completed.
Y50	315mm Tee-in to Existing 250mm CLM Iron main at York Place	1C2SPD01	10	TM branch installed on new 315 duct, pipework diversion but it is not connected to the existing 250mm Pipeline						To be completed.
Y51	315mm Tee-in to 125mm at Coran Doyle	1C2SPD01	15	Pipe work installed up to the east side of the gas crossing at the Coran Doyle.						Connection required on the east side of the pedestrian crossing. On-commission existing gas main.
Y52	315mm Crossing at St. Pats Church and being into 3" Cast	1C2SPD01	25	Pipework installed 200m across York Place.						Complete test 1/3 rd of the pipeline and the commissioning.
Y53	Gas Connection & De-commissioning	1C2SPD01	10	No into existing 125mm main						To complete the connections require access to Pearly location. Any Service frames require completing a job which needs to be done in parallel.
Y54	Gas Connection & De-commissioning	1C2SPD01	3	110mm pipe to be laid into existing 125mm main						To complete the connections require access to Pearly location. Any Service frames require completing a job which needs to be done in parallel.

J. tie: *JTB*

J. Conillon *J*

This is Appendix 2 referred to in the foregoing Minute of Agreement between the Limited and Carillon Utility Services Limited relative to the Edinburgh Team Network.

Appendix 2 - Flowchart for Configuration of Testing



Notes: 1- Carillon to be given 24 hours notice of any test being carried out
2- After work done in accordance with Clause 14.3 protocol

2 Carillon

2 Eve

This is Appendix 3 referred to in the foregoing Minute of Agreement between tie Limited and Canlion Utility Services Limited relative to the Edinburgh Tram Network.

Appendix 3 - Deliverables (page 1 of 3)

SI Completion Certificate as follows:-

Statutory Undertaker	Completion Pack Deliverables
SGN	Completion Certificate
	As Built Drawings
	List of CUS & tie TQs
	Built Fusion Records
	Jointers Information, evidence of Operative Competence.
	Materials Certification
	Digipack References
Scottish Power	CUS Cover Letter
	Completion Certificate
	As Built Drawings
	List of CUS & tie TQs
	Cable Test Certificates
Scottish Water	Duct Information
	CUS Cover Letter
	Completion Certificate
	As Built Drawings
	List of CUS & tie TQs
	List of Take Over Certificates
Telecom Companies	List of Test Certificates
	CUS Cover Letter
	Completion Certificate
	As Built Drawings
	List of CUS & tie TQs
	Test Certificates
	Schedule of Supplier of Materials
	CUS Cover Letter

Appendix 3 - Deliverables (page 2 of 3)

Interim Site Completion Certificates as follows:-

Site Hand Over to CEC	Completion Pack Contents	Comments
Applies to all sites.	Copy of Signed "Interim" Site Certificate	This certificate is used to certify that the site has been re-instated and is fit for use by the public. It is not to be confused with the Work Site Completion Certificate.
	Plan showing boundary of area covered by site.	


Work Site Completion Certificates as follows:-


Work Site Completion Certificates/ Work Order	Location	Completion Pack Deliverables
1A Plates 11 to 12	Rennies Isle Bridge to Tower Bridge	Worksite Completion Certificate Signed by CUS. Completed SU Completion Certificate Register for each SU. Copies of as Built Drawings
1A Plates 13 to 15	Tower Bridge to Tower Street	
1A Plates 16 to 21	Tower Street to Duke St	
1B Plates 22 to 16	Duke Street to Balfour Street	
1B Plates 27 to 31	Balfour Street to MacDonald Road	
1C Plates 32 to 35	MacDonald Road to Picardy Place	
1C Plates 36 to 38	Picardy Place to York Place	
1C Plates 39 to 41	North St Andrew St to South St Andrew St.	
1C Plates 42 to 44	South St Andrew St to the Mound	
1C Plates 45 to 48.	The Mound to Lothian Road	
1D Plates 49 to 51	Shandwick Place	
1D Plates 52 to 56	Atholl and Grosvenor Crescent to Clifton Terrace	
2A	Haymarket Yards	
5A Plates 1 to 3	Russel Road to Murrayfield	
5B Plates 6 to 13	Balgreen Road to Broomhouse Road	
5B Plates 14 to 20	Broomhouse Road to Edinburgh Park	
5C Plates 21 to 26	Edinburgh Park to Gogar Burn	
6	Gogar Depot	
6A	Gogar Roundabout, A8 Underpass	
7A	Gogarburn to Airport Boundary	

Appendix 3 - Deliverables (page 3 of 3)

Deliverables for inclusion in Health and Safety File as follows:-

Deliverables Required	Comments
SU Completion Certificate Registers	Separate register for each SU with information on each diversion completed, including the tie MUDFA reference of where the completion pack is stored electronically.
Register of Interim Site Completion Certificates.	tie MUDFA reference to be included to show where stored electronically.
Register of Work Site Completion Certificates.	tie MUDFA reference to be included to show where stored electronically.
Contractor's Residual risk Register	
CCTV Surveys of Sewers where affected by the works.	

1 tie 

2 Corillion 

This is Appendix E referred to in the foregoing Minute of Agreement between the Limited and Carillion Utility Services Limited relative to the Edinburgh Train Network

Appendix E - Work Section Completion Dates

Work Section	Work Section	Work Size	Completion Dates
Section 1 Victoria Bridge to Haymarket	Section 1A Victoria Bridge to Duke Street	01/01 02/01 03/01	14-Apr-2009 14-Aug-2009 14-Sep-2009 16-Jan-2008
Section 2 Haymarket Yards	Section 1B Duke Street to McDonald Road	1B RAT (BT) 07/01 01/02	22-Jun-2009 16-Jul-2009 29-Jun-2009 25-Jun-2009
Section 5 Edinburgh Park Train Stop to Russell Road	Section 1C McDonald Road to Castle Street East	1C 001/001 1C 001/002 1C 002/001 1C 003/001 1C 004/001 1C 005/001 1C 006/001 1C 007/001	29-Nov-2009 29-Nov-2009 16-Feb-2008 29-Nov-2009 29-Nov-2009 29-Nov-2009 29-Nov-2009 29-Nov-2009
Section 6 Gogar	Section 1D Castle Street East to Haymarket	1D 001/001 1D 004/001 1D 004/001 1D 005/002	27-Aug-2009 23-Feb-2009 14-Apr-2009 16-Dec-2007
Section 7 Gogarburn to Ingliston Park & Ride			

1 lie
2 Carillion

This is Appendix 6 referred to in the foregoing Minute of Agreement between tie Limited and Carillion Utility Services Limited relative to the Edinburgh Tram Network.

Appendix 6

Secondment Agreement between tie Limited ("tie") and Carillion Utility Services Limited ("MUDFA Contractor")

1. The Parties are agreed that:
Gil Clelland and Stuart Robinson
hereinafter ("Secondees") shall be seconded by the MUDFA Contractor to tie.
2. The Secondees shall remain seconded to tie during the period from 30 November 2009 until 28 February 2010 ("Secondment Period"), unless (i) the Parties agree otherwise in writing or (ii) either party terminates the Secondment Agreement having given the other party one month's prior written notice. The secondment shall be 5 days each week, Monday to Friday inclusive. The Secondees will work primarily from tie's office at City Point or on the site of the Edinburgh tram network.
3. During the Secondment Period the Secondees shall work under the sole direction of tie. tie agree that the Secondees shall only be utilised to assist tie achieve completion of the Remaining MUDFA Works and shall not be used in any capacity to comment, assist or give input in any way whatsoever in relation to any claims by the MUDFA Contractor against tie or by tie against the MUDFA Contractor under or in connection with the MUDFA Agreement.
4. Neither party will use or disclose any confidential information obtained about the other as a result of the secondment.
5. During the Secondment Period, the Secondees shall remain employees of the MUDFA Contractor and the MUDFA Contractor shall be responsible, in respect of the Secondment Period, for payment to the Secondees of their salary, benefits and all associated emoluments.
6. Throughout the Secondment Period, the Secondees shall be:-
 - 5.2.1 included on the MUDFA Contractor's payroll, along with their other employees;
 - 5.2.2 subject to the MUDFA Contractor's disciplinary procedures;
 - 5.2.3 entitled to raise any grievance in accordance with the terms and conditions of their employment with the MUDFA Contractor; and
 - 5.2.4 subject to their terms and condition of employment in relation to all matters not

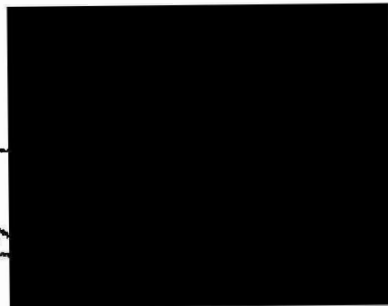
specifically dealt with under this Secondment Agreement.

7. Nothing in this Secondment Agreement constitutes or shall be construed as constituting a relationship of employment between **the** and the **Secondees**. Furthermore nothing in this Secondment Agreement constitutes the **Secondees** as agents of **the** and the **Secondees** shall have no right or authority to bind **the** or hold themselves out as agents of **the** unless expressly authorised to do so by **the**.
8. **the** shall make payment to the MUDFA Contractor of a secondment charge for the services of each **Secondee** during the Secondment Period ("the Secondment Charge") at the rate of £478 plus VAT per day in respect of Gll Clelland and £380.00 plus VAT per day in respect of Stuart Robinson. Should any **Secondee** be unavailable to carry out duties as directed by **the** at any time, other than the period 24th December 2009 until 3rd January 2010, and for whatever reason the MUDFA Contractor shall not be entitled to payment for that **Secondee** for each day that the **Secondee** is not available.
9. The MUDFA Contractor shall be entitled to render invoices to **the** for the Secondment Charge at the end of each calendar month during the Secondment Period. Subject to receipt of an invoice in respect of the Secondment Charge, **the** shall make payment of the Secondment Charge no later than 14 days after the date of receipt of the Invoice.
10. **the** shall indemnify the MUDFA Contractor against any claim made by the **Secondees** against the MUDFA Contractor arising out of any act or omission during the Secondment Period of any person employed by, or contracted to or providing services to **the** insofar as such claim arises out of or in connection with any act or omission of any such person in the ordinary course of their employment, contract or provision of services.
11. **the** agrees that it shall not during the Secondment Period and for six months immediately thereafter offer employment to the **Secondees** without the MUDFA Contractors consent.
12. It is expressly agreed that the MUDFA Contractor shall have no liability whatsoever for any loss or damage sustained by **the** and which **the** claims arises out of any act or omission on the part of the **Secondees** while acting on **the**'s behalf during the Secondment Period.
13. Save as expressly provided for in this letter, after the Secondment Period, none of the **Secondees**, the MUDFA Contractor or **the** shall have any further obligation to any of the others in respect of the subject matter of this Secondment Agreement.
14. During the Secondment Period both **Secondees** shall observe all **the** rules, policies and

procedures applicable to the employees. Failure by either Seconded to do so will entitle the to immediately terminate the Secondment of the Seconded and the will have no liability to pay the Secondment Charge in respect of the Seconded for any remaining days of the Secondment Period after the date of termination.

1 tie

2 Carillion



This is Appendix 7 referred to in the foregoing Minute of Agreement between tie Limited and Carillion Utility Services Limited relative to the Edinburgh Tram Network.

APPENDIX 7

MUDFA CONTRACTOR COLLATERAL WARRANTY

(1) CARILLION UTILITY SERVICES LIMITED

- and -

(2) [THIRD PARTY BENEFICIARY]

**COLLATERAL WARRANTY
in favour of [THIRD PARTY
BENEFICIARY] from [THE
MUDFA CONTRACTOR]**

relating to

THE VARIED MUDFA WORKS

AGREEMENT

BETWEEN

- (1) **CARILLION UTILITY SERVICES LIMITED**, (formerly called Alfred McAlpine Infrastructure Services Limited) a company incorporated under the Companies Act with registration number 00728599 and having its registered office at 24 Birch Street, Wolverhampton WV1 4HY ("MUDFA Contractor"); and
- (2) **[THIRD PARTY BENEFICIARY]** (company number []) whose registered office is at [] ("Beneficiary") which expression shall include its successors and permitted assignees.

BACKGROUND:

- A By an agreement in writing dated 4 October 2006 as subsequently amended by a Minute of Agreement dated [] (together the "Varied MUDFA Agreement"), he (as hereinafter defined) appointed the MUDFA Contractor to carry out the Varied MUDFA Works (as hereinafter defined) in connection with the Edinburgh Tram Network;
- B It is a term of the Varied MUDFA Agreement that the MUDFA Contractor shall enter into this Agreement with the Beneficiary.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following words and expressions have the following meanings, unless the context requires otherwise:

"Agreement" means this document (as amended from time to time pursuant to clause 10);

"Deliverables" means all documents, information, reports, diagrams, records, method statements, risk assessments, manuals, schedules, databases, photographs, formulae, plans, designs, specifications, drawings, details, calculations, models and simulations, the outputs and reports based on any models, programmes and all other material created and/or provided by the MUDFA Contractor (or any other third party) in the performance of the Varied MUDFA Works and the MUDFA Contractor's other obligations under the Varied MUDFA Agreement;

- 6.2 The rights and benefits conferred upon the Beneficiary by this Agreement are in addition to any other rights and remedies that the Beneficiary may have against the MUDFA Contractor including (without prejudice to the generality of the foregoing) any remedies in delict.
- 6.3 Notwithstanding any other provision of this Agreement, the MUDFA Contractor shall have no greater liability to the Beneficiary under this Agreement either in terms of nature, extent or duration than the MUDFA Contractor to be under the Varied MUDFA Agreement and the liability of the MUDFA Contractor under this Agreement shall be no greater than it could have been if the Beneficiary had been named as a party to the Varied MUDFA Agreement jointly with the.
- 6.4 Subject to the other provisions of this Agreement, the liability of the MUDFA Contractor to the Beneficiary is to be determined in all respects in accordance with the terms of the Varied MUDFA Agreement and, in the event of any claim by the Beneficiary under this Agreement, the MUDFA Contractor shall be entitled to rely upon any defence, set-off, counterclaim, right, limitation or exclusion under the Varied MUDFA Agreement as though the Beneficiary were named as the under it.
- 6.5 Notwithstanding any other provision of this Agreement, the MUDFA Contractor shall not be liable to the Beneficiary under this Agreement for any delay in carrying out or completing of the Varied MUDFA Works or any part or parts thereof howsoever caused.
- 6.6 Notwithstanding any other provision of this Agreement, where the, or any other beneficiary, has recovered from the MUDFA Contractor,
- (a) any sum in connection with the Varied MUDFA Works, or
 - (b) any expense to make good a breach of the Varied MUDFA Agreement or any other collateral warranty in connection with the Varied MUDFA Works
- then, in respect of any claim brought by the Beneficiary under this Agreement in connection with the same circumstances, the amount which may be payable hereunder shall be reduced to the extent of the sum(s) previously recovered by the or any other beneficiary.
- 6.7 The Beneficiary may not commence any legal action against the MUDFA Contractor under this Agreement after expiry of a period of 12 years from [].
-

"Edinburgh Tram Network" means Line One and Line Two of the Edinburgh Tram Network as described in the Tram Legislation, and as may be amended from time to time together with any modification, line extension, spur, interconnection, and additional line;

"Good Industry Practice" means using standards, practices, methods and procedures conforming to law and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably be expected from a large, reputable, professionally qualified, competent and skilled organisation experienced in carrying out activities of a similar nature, scope and complexity to those comprised in the Varied MUDFA Works;

"Intellectual Property Rights" means any rights in or to any patent, design right, utility model, trade mark, brand name, service mark, trade name, business name, logo, invention (whether registered or unregistered), domain name, semi-conductor right, topography right, software designs and/or other materials, source code, copyright, moral right, know-how, or rights in databases and any other rights in respect of any industrial or intellectual property, whether capable of being registered or not, including all rights to apply for any of the foregoing rights or for an extension, revival or renewal of any of the foregoing rights and any similar or analogous rights to any of the above, whether arising or granted under the law of Scotland or of any other jurisdiction;

"Party" means each and any of the parties to this Agreement and **"Parties"** shall be construed accordingly;

"the" means the Limited, a company incorporated under the Companies Act with registration number SC230949 and having its registered office at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ;

"Tram Legislation" means the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006, and such other legislation relative to the Edinburgh Tram Network as may be enacted from time to time.

"Varied MUDFA Works" means the works carried out and completed by the MUDFA Contractor under the Varied MUDFA Agreement;

1.2 unless the context requires otherwise:

1.2.1 words importing:

1.2.1.1 the singular include the plural and vice versa; and

1.2.1.2 one gender includes all other genders.

1.2.2 a reference to:

1.2.2.1 persons includes firms, companies, corporations, partnerships, trusts, authorities and other incorporated and/or unincorporated bodies; and

1.2.2.2 a clause is a reference to a clause in this Agreement.

1.3 The list of contents and clause headings in this Agreement are included for convenience only and do not affect its interpretation.

1.4 Where a party comprises two or more persons:

1.4.1 any obligations on the part of that party contained or implied in this agreement are deemed to be joint and several obligations on the part of those persons; and

1.4.2 references to that party shall include references to each and any of those persons.

2. STANDARD OF CARE

2.1 The MUDFA Contractor warrants and undertakes to the Beneficiary that it has carried out the Varied MUDFA Works and its other duties and obligations under the Varied MUDFA Agreement subject to and in accordance with the terms thereof.

2.2 In addition to and without derogation from clause 2.1, the MUDFA Contractor warrants to the Beneficiary that in the performance of the Varied MUDFA Works and its other obligations under the Varied MUDFA Agreement it has exercised a reasonable level of professional skill, care and diligence to be expected of a properly qualified and competent contractor experienced in carrying out works and services similar to the Varied MUDFA Works in connection with projects of a similar size, scope and complexity.

2.3 The MUDFA Contractor shall owe a duty of care to the Beneficiary in carrying out its duties and obligations under the Varied MUDFA Agreement.

3. MATERIALS

3.1 The MUDFA Contractor warrants to the Beneficiary that it has not used any materials which at the time of use:

3.1.1 were known to be deleterious in the particular circumstances in which they were used (either to health and safety or to the durability of the Varied MUDFA Works); or

3.1.2 contravened any relevant standard or code of practice issued from time to time by the BSI Group or under a European directive relating to standards; or

3.1.3 did not accord with the guidelines contained in the edition of the publication "Good Practice in Selection of Construction Materials" (Ove Arup & Partners) current at the date of specification of use; or

3.1.4 contravened Good Industry Practice.

4. COPYRIGHT LICENCE

4.1 The MUDFA Contractor hereby grants to the Beneficiary a non-exclusive, perpetual, irrevocable, and royalty-free licence to use such Intellectual Property Rights in the Deliverables as may be necessary for the Beneficiary to use in connection with the Beneficiary's rights and obligations under this Agreement or otherwise for any purpose in connection with the Edinburgh Tram Network. This licence shall carry the right to grant sub-licences, and be freely transferable to third parties. For the avoidance of doubt, the granting of such licences to third parties or sub-licences shall not increase the MUDFA Contractor's liability under the Varied MUDFA Agreement and the Beneficiary shall include a statement to this effect in each such licence/sub-licence.

4.2 In so far as ownership of the copyright and any other Intellectual Property Rights in any Deliverable prepared or provided by the MUDFA Contractor in connection with the Edinburgh Tram Network is vested in any person other than the MUDFA Contractor, the MUDFA Contractor shall use reasonable endeavours to procure for the Beneficiary the benefit of such a licence as is referred to in clause 4.1 for the purposes referred to therein.

- 4.3 The MUDFA Contractor shall, if so requested at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary or any third party the rights referred to in this clause 4.
- 4.4 The MUDFA Contractor shall provide to the Beneficiary a copy of any of the Deliverables as soon as reasonably practicable after receipt by the MUDFA Contractor of a written request from the Beneficiary to do so.
- 4.5 The MUDFA Contractor undertakes to the Beneficiary that the use by the Beneficiary of any of the Deliverables for any purpose provided for in this clause 4 shall not infringe the rights of any third party in relation to the Deliverables.

5. ASSIGNATION

- 5.1 The MUDFA Contractor shall not assign, novate or otherwise transfer the whole or any part of this Agreement without the prior written agreement of the Beneficiary.
- 5.2 Subject to Clause 5.3, the Beneficiary shall not assign, novate or otherwise transfer the whole or any part of this Agreement without the prior written agreement of the MUDFA Contractor, such written agreement not to be unreasonably withheld or delayed.
- 5.3 The number of assignments permitted pursuant to Clause 5.2 shall be limited to two.
- 5.4 The MUDFA Contractor undertakes to the Beneficiary not to contend in any court proceedings under this Agreement that any person to whom the Beneficiary assigns or has assigned its rights under this Agreement or any of them in accordance with the foregoing provisions of this clause is to be precluded from recovering any loss resulting from any breach of this Agreement (whenever happening) by reason that such person is an assignee and not the original contracting party under this Agreement or by reason that the Beneficiary is named under this Agreement or any intermediate assignee of the Beneficiary escaped loss resulting from such breach by reason of the disposal of its interest in the same.

6. LIABILITY OF THE MUDFA CONTRACTOR

- 6.1 The responsibility of the MUDFA Contractor under this Agreement is not to be reduced or in any way released or limited by any enquiry or inspection by or on behalf of any person notwithstanding that such enquiry or inspection may give rise to a claim by the Beneficiary against a third party.

7. NOTICES

- 7.1 Any notice required to be given under this Agreement is to be hand delivered or sent by special delivery, prepaid registered or recorded delivery post to the party concerned at its registered office set out in this Agreement or to such other addresses as may be notified by such party for the purposes of this clause.
- 7.2 Any notice given pursuant to clause 7.1 shall be deemed to have been received upon proof of delivery.

8. RIGHTS OF THIRD PARTIES

- 8.1 A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

9. INVALID TERMS

- 9.1 If any term of this Agreement shall be held to any extent to be invalid, unlawful or unenforceable:
- 9.1.1 that term shall to that extent be deemed not to form part of this Agreement;
and
- 9.1.2 the validity and enforceability of the remainder of this Agreement shall not be affected.

10. VARIATIONS AND WAIVERS TO BE IN WRITING

- 10.1 No variation, alteration or waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by or on behalf of the Party against which the enforcement of such variation, alteration or waiver is sought.

11. WAIVER

- 11.1 Save where expressly stated, no failure or delay by either Party to exercise any right or remedy in connection with this Agreement shall operate as a waiver of it or of any other right or remedy nor shall any single or partial exercise preclude any further exercise of the same, or of some other right or remedy. A waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.
- 11.2 The Parties' rights and remedies under this Agreement are, except where provided otherwise in this Agreement, independent, cumulative and do not operate to exclude one another or any rights or remedies provided by law.
-

12. JURISDICTION AND LAW

12.1 This Agreement is governed by and is to be construed according to Scots law and the Scottish courts shall have jurisdiction in relation to all matters arising under it.

IN WITNESS WHEREOF these presents on this and the preceding 8 pages are executed as follows:

SUBSCRIBED for and on behalf of)
CARILLION UTILITY SERVICES)
LIMITED)
at)
on the day)
of 2009)
by)

Director 

Name (block capitals) PETER JONES

Director/Secretary

Name (block capitals)

SUBSCRIBED for and on behalf of)
at)
on the day)
of 2009)
by)

Authorised signatory/
Secretary/Director

Name
(block capitals)

in the presence of

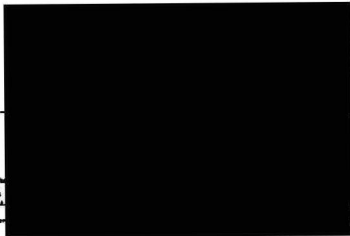
Witness signature

Witness name
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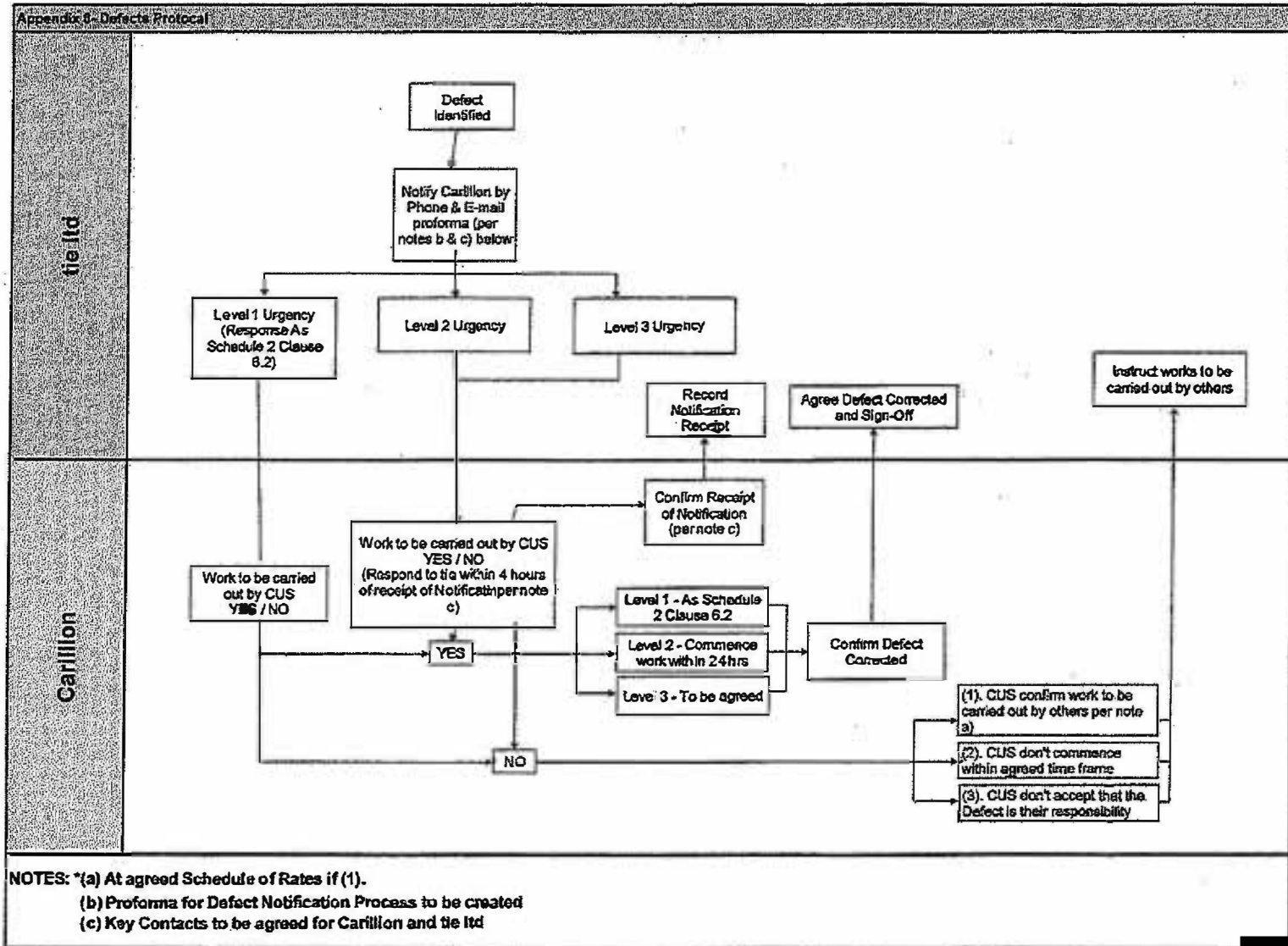
Witness address

1 tie

2 Carillion



This is Appendix 8 referred to in the foregoing minute of Agreement between tie Limited and Carillion Utility Services Limited relative to the Edinburgh Train Network.



1 tie

2 Carill

This is Appendix 9 referred to in the foregoing Minute of Amendment between He Limited and Carillion Utility Services Limited relative to the Edinburgh Tram Network. APPENDIX 9

THIS GUARANTEE BOND is made **BETWEEN** the following parties whose names and registered office addresses are set out in the Schedule to this Bond ("the Schedule") :-

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Employer"

WHEREAS:

- (1) By a contract (the "Contract") entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out
- (2) The Employer has agreed to accept a retention bond in lieu of deducting retention money (the "Retention").
- (3) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the sum set out in the Schedule upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The Guarantor subject to the provisions of this Guarantee Bond guarantees to the Employer that if in breach of the contract by the contractor the Guarantor shall satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of and by reference to the Contract and taking into account all sums due or to become due to the Contractor
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond

4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon the Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract
6. For the avoidance of doubt in the event the rating of the Guarantor is downgraded then this shall not be viewed as a default of the MUDFA Contractor or the Guarantor. In the event of a down grading and no other guarantor has an A- or better rating then this shall not be viewed as a default of the MUDFA Contractor or the Guarantor. Furthermore such events shall not be deemed as grounds for a demand in terms of this Guarantee Bond.
7. This Guarantee Bond shall not be assigned without the prior written consent of the Guarantor and the Contractor
8. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by any person not a party to it.
9. This Guarantee Bond shall be governed by and construed in accordance with the laws of Scotland and only the Court of Session shall have jurisdiction hereunder

IN WITNESS WHEREOF these presents on this and the preceding [◆] pages together with the Schedule which is annexed and signed as relative hereto are executed as follows:

EXECUTED for and on behalf of **[THE CONTRACTOR]** at

on [◆] by:


Director/Authorised Signatory

Full Name

Witness Signature

Full Name

Address



Peter Jones

EXECUTED for and on behalf of **[THE GUARANTOR]** at

on by:

Director/Authorised Signatory

Full Name

Witness Signature

Full Name

Address

EXECUTED for and on behalf of **[THE EMPLOYER]** at

on by:

Director/Authorised Signatory

Full Name

Witness Signature

Full Name

Address

This is the Schedule referred to in the foregoing Retention Bond between the Contractor, the Guarantor and the Employer

THE SCHEDULE

The Contractor: Carillion Utility Services Limited (formerly called Alfred McAlpine Infrastructure Services Limited) a company incorporated under the Companies Act with registration number 00728599 and having its registered office 24 Birch Street, Wolverhampton, WV1 4HY ("MUDFA Contractor") which expression shall include its personal representatives, successors and permitted assignees.

The Guarantor: []

The Employer: ite LIMITED a company incorporated under the Companies Act with registration number 00728599 and having its registered office at City Chambers, High Street, Edinburgh, Midlothian, EH1 1YJ which expression shall include its successors and permitted assignees.

The Contract: A contract dated the 4 October 2006 between the Employer and Contractor in the form known as the Multi Utilities Diversion Framework Agreement as amended by a Minute of Agreement between the Employer and Contractor dated [] December 2009 for the construction of works in connection with the Edinburgh Tram Network

The Bond Amount: The sum of **£1,500,000 (ONE MILLION FIVE HUNDRED THOUSAND POUNDS) STERLING**

Expiry: This Guarantee Bond shall become null and void upon the issue of the Defects Correction Certificate for the MUDFA Works (such appropriate certificate to be conclusive evidence for the purposes of this Guarantee Bond)

1 tie

2 Carillion

