

Our ref: **25.1.201/KDR/6732**

Bilfinger Berger-Siemens- CAF Consortium

17 September 2010

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For the attention of Steven Bell – Project Tram Director

Dear Sirs,

**Edinburgh Tram Network Infraco
Alleged Remediable Termination Notice (Clauses 10.4 and 10.16 – Failure to provide Extranet and Information in respect of Infraco Claims)
Rectification Plan**

We refer to your letter dated 9 August 2010 (INF CORR 5770) which purports to enclose a Remediable Termination Notice in relation to matters associated with Infraco's obligations under Clauses 10.4 and 10.16 of the Infraco Contract.

As stated in our letter of today's date (25.1.201/KDR/6731), we do not consider that you had or have any grounds for the service of this Remediable Termination Notice which is accordingly invalid and which we have invited you to withdraw.

Notwithstanding this, and without prejudice to our position as set out in our letter (25.1.201/KDR/6731), we provide below our Rectification Plan prepared in accordance with the Infraco Contract in respect of the matters contained in your letter of 9 August 2010 (INF CORR 5770).

Clause 10.4 states:

"The Infraco shall establish and maintain an extranet which tie, any tie Parties and any other party reasonably required by tie may access remotely by computer (through an appropriate login/security regime) to view any Deliverables including any drawings comprised within the Deliverables and electronically store and/or print copies of such Deliverables."

Handwritten initials

We have established an extranet and request that tie provide the following information in order that Infraco can comply with Clause 10.4 of the Infraco Contract.

A list of named individuals whom tie wish to have access to the extranet, viz.

- Firstname
- Lastname
- e-mail Address

On receipt of this information, Infraco will require 5 business days to set up the individuals within the Extranet to enable these individuals to have access remotely by computer.

Clause 10.16 states:

"The Infraco shall establish at the Site and/or elsewhere an office or offices which shall be staffed during all normal business hours and at which shall be kept a complete, up-to-date and orderly documentary record of the performance of the Infraco Works, all transactions entered into by the Infraco in relation to any potential or actual Permitted Variations and information (including any transactional information) in relation to any claims for additional costs or expenses from the Infraco to tie arising in accordance with the terms of this Agreement (including Compensation Events). To the extent necessary to verify any claim made by the Infraco under this Agreement, tie, tie's Representative or their duly authorised representatives shall during all normal business hours be permitted to inspect the same and to take copies and to use such copying facilities as are maintained at the place where the records are kept."

Infraco has a Document Control Room which has been maintained since contract commencement. Infraco confirms that access to this room will be provided to tie's Representative or duly authorised representatives for the purposes set out in Clause 10.16 on receipt of a request for such access.

Yours faithfully,



PP
M Foerder
Project Director
Bilfinger Berger Siemens CAF Consortium

cc: R. Walker
M. Flynn
A. Campos
M. Berrozpe
A. Urriza