

£8m. Bob's original.

THIS IS SCHEDULE 4 REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN TIE AND THE INFRACO

SCHEDULE 4

PART 1

BASE CASE ASSUMPTIONS

[IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THIS SCHEDULE AND THE INFRACO CONTRACT, THIS SCHEDULE SHALL PREVAIL]

*1 Purpose.
2 Need detailed basis for pricing on document.*

1. Turnout up for insertion.

2. Precedence.

3. Detailed price breakdown.

4. Not clear how this is to be done.

"Base Date Design Information" means, [save to the extent qualified by the Base Case Assumptions,] the design issued to the Infraco on or before 25th November 2007 [this date is a bit early, other relevant information will have been issued after, can we not just refer to the schedule?] in each case as identified in the Base Date Design Information Schedule excluding the Accommodation Works [others?];

→ will be exemption.

Consider + Supplement for Phila.

"Base Date Design Information Schedule" means [●]; - needs consideration in conjunction with the Infraco Proposals

→ To be started in IP's committee in November in a written statement.

"Base Tram Information" means [●]; - needs discussion with Technical Team

Tramway proposal.

"Bills of Quantities" means the bills of quantities set out in sections [●], [●] and [●] of the Infraco Proposals; - ?

→ Station of BQs are to explain and detail scope and used for tie changes. In all other respects BBS take work.

"Network Rail Possessions" means:

** **

Needs to be all possession.

Date	Duration	Infraco Works
17 and 24 January 2009	18 hours each	erection of beams and crash decks at Carrick Knowe and Edinburgh Park Bridges as shown on [●]
8 and 22 May 2009	[●]	removal of crash decks, taking down safety fences, erection of OLE Poles and catenary wires at [●]
[others TBA]		

? b. To programme section.

¹ This will cross refer to the design and specification (weight, width, rigidity etc) of the reference tram against which SDS prepared its design. Our understanding is that this is a generic tram design prepared in advance of selection of the Tram Supplier.

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together with such further possessions as may be reasonably required by the Infraco to progress the works in accordance with the Programme; - what if they have possessions and then don't use properly, requiring more?

"Base Case Assumptions" mean the following assumptions --

- (a) that the Design prepared by the SDS Provider will:
- (i) be issued by the SDS Provider to Infraco Ready for Construction [definition later] by no later than the earlier of (1) [[4] weeks] in advance of the [Programme], and (2) such longer period as shall be reasonably necessary to allow the Infraco to procure plant and materials in sufficient time to carry out and complete the Infraco Works in accordance with the Programme; ² - this could be opened CONCERN: there is a problem with ~~negative float~~ between SDS programme V25 and Infraco programme

Define →

Just refer to programme.

- (ii) not, in terms of design principle, shape, form and/or specification, be [add 'materially'] amended from the Base Date Design Information; - what about any specific issues that we know about, such as VE?

No proposed in accordance with contract.

Princ. →

- (iii) not be [add 'materially'] amended from the Base Design Information as a consequence of any Third Party Agreements; and what about any specific issues that we know about, such as Forth Ports, Gogarburn transtop?

State. what about what specified on Sd13.

Restored

- (iv) not be [add 'materially'] amended from the Base Design Information as a consequence of the requirements of any Approval Body. - will inevitably be something

How does it tie into 04.

Prog.

- (b) work will be permitted outside the hours of working stated in the [Code of Construction Practice] to the extent reasonably necessary to enable the Infraco to progress the Infraco Works in accordance with the Programme; - this is not a given and would have to be agreed in conjunction with CEC, Stakeholders and

No CoC. As statutory and prog. answer. CoC completion

² See foot of page 1 of "Infraco Programming Assumptions" in the Wiesbaden Agreement. The second limb may not be required in the event that the Programme identifies the date for placing orders for long lead items.

save for design developments... work as in verbal agreement.

Business's i.e. it may not be possible we can't have this open-ended, BBS must state where they want extended NOW so that we can see if possible or not ✓

(c) ^{EPs, EP, 1P,} the scope, extent, specification and ~~duration~~ of the Infraco Works does not exceed that detailed in the Infraco Proposals ~~as at the Effective Date;~~ what about the Changes and the like? *X =*

No. =
- No. statements on IFRAO Proposals.
- what happens if IPs missed.

(d) that in relation to Utilities:
(i) the Infraco shall not be required [but it will be required, just it hasn't priced] to undertake any diversions or protective works except in relation to the Picardy Place, York Place and London Road and [the Minor Utilities Diversions]³; and - Infraco are already aware that we intend to transfer scope from sections 5b and 5c and I understand this is already defined. There will also likely be works in the city centre required to protect existing BT infrastructure during Infraco construction.

No.

(ii) that the MUDFA Contractor shall have completed all [MUDFA Works] in accordance with the MUDFA Completion Programme⁴ - at Revision 06. - but what if they haven't? Infraco will then need to do

PROG.
Other than an identified programme

(e) the Network Rail Possessions shall be available; - the Network Rail possessions in the table on page 1 do not reflect those booked by the and advised to the Infraco contractors. Infraco are currently attending meetings and liaising with Network Rail possession staff. We should ensure that any references to booked possessions are those booked by Infraco

PROG.

(f) the depth (to sub-formation) of track slab and grass track construction is based on cross sections included as figs 4.6a and 4.6b in the document entitled "Trackform Technology Review V6" prepared by the SDS Provider and dated 1 March 2007; - needs discussion with Technical Team, ongoing discussions with Steven Bell, Rheda City

✓
Sandy 1P.
Rheda City.

Redundant

³ These identified areas will be addressed through the provisional sum mechanism. The assumption, however, is that any works outside these identified areas is additional.

⁴ A definition will be required. This will link to the MUDFA Programming Assumptions set out in Appendix B4 of the Agreement for Contract Price dated 21st December 2007.

Entire

Kevla
Paving slab;
reconsideration
IP.

(g) road construction shall be 40mm or 25mm HRA on 60mm DBM binder course on 100mm DBM base as shown on [10] - needs discussion with Technical Team

flexible footpath surfacing shall be 30mm HRA on 50mm DBM on 150mm type I base; - needs discussion with Technical Team

No.

(i) that Consent shall be obtained (within a reasonable time having regard to the progress of the Infraco Works) for the use of [Railway Ballast from Markle Mains Quarry]; - needs discussion with Technical Team, can't we confirm this one way or the other now? *proceeding up. £300.*

Now - base price is compliant - see v5.

(j) that the Infraco shall not incur loss and expense in excess of £300,000 in complying with the requirements of the Archaeological Officer - but if it is less, Infraco would pocket? *Repeats ab (5).*

? Just work. prov.

X ||

(k) it shall not, in the carrying out and completion of the Infraco Works in accordance with the requirements of this Agreement, be necessary to undertake the following:

(i) any [work] to the Tower Place and/or Victoria Dock bridges; - other than that already in the scope i.e. additional bridge deck to Tower Place Bridge and track, roadworks and associated E&M works to complete the Tram infrastructure.

No.

(ii) [Lindsay Place retaining wall and associated highways works - other than that already in the scope i.e. construction of retaining wall and track, roadworks and associated E&M works to complete the Tram infrastructure. - what about Forth Ports TPA?

prov.

together with the Morrison Supermarket Retaining Wall]; - ??

(iii) [OTHERS - discussion required. Note also that this should exclude items identified at Appendix A4 of the 20 December Agreement for Contract Price and needs to address the items listed at paragraph 3.6 of that Agreement.] - possibly exclude price of some items but not requirement to undertake

? b.

save to the extent shown on the Base Date Design Information; *why.*

check -
WA - →

Diff
Soil cond. →

(l) that in carrying out this Infraco Works in accordance with this Agreement, it shall not be necessary to undertake any works below the "earthworks outline" (as defined in the Method of Measurement for Highway Works version [●]) [to clarify -- this is probably intended to flip risk back on to tie] and the Infraco shall not encounter any below ground obstructions or voids, soft materials or contamination;⁵ - other than those area's already identified i.e. surcharging is required at location of Gogarburn Bridge and that recently identified at Murrayfield Tramstop retaining wall and discussed in meeting BBS / SDS / tie 30/01/2008.- Infraco may encounter ground obstructions or voids, soft materials or contamination, issue is if priced or not and who takes risk?

→ reference
to SDS review.

where -

(m) that in relation to [highways works], the Infraco shall be required (in carrying out the Infraco Works in accordance with this Agreement) only to plane back the existing road surface to a sound base and reconstruct from that base to suit the revised road surface profile; - needs discussion with Technical Team, again Infraco may need to do, issue is if priced or not

Conflicts.

Limbs (n) and (o) are proposed as a value for money alternative to the pricing of the mis-alignment of the SDS Agreement, the Tram Maintenance Agreement and the Tram Supply Agreement. -- CHECK, recent discussions on Novation but doesn't look right against due diligence and any subsequent work done directly for Infraco

[(n)] that in the event that the Infraco suffers any loss, injury, damage or expense or incurs any liability (whether under this Agreement or otherwise) arising from:

Discovered.

(i) [the acts or omissions of the SDS Provider, the SDS Provider shall indemnify and "hold harmless"⁶ the Infraco];

(ii) [the acts or omissions of the Tram Supplier, the Tram Supplier shall indemnify and hold harmless the Infraco]; and

(iii) [the acts or omissions of the Tram Maintainer, the Tram Maintainer shall indemnify and hold harmless the Infraco];

⁵ The relationship between this excluded item in the 20 December Agreement and the position previously discussed in the Infraco Contract requires refinement.

⁶ Drafting to be refined.

(o) that in circumstances where performance of the Infraco under this Agreement is reliant upon performance by [the SDS Provider under the SDS Agreement, the Tram Maintainer under the Tram Maintenance Agreement or the Tram Supplier under the Tram Supply Agreement], the SDS Provider, Tram Maintainer and/or Tram Supplier (as the case may be) shall undertake and perform their obligations in such a manner and at such time as shall be necessary to ensure that:

*No OS an.
here.
Contract.*

(i) there is no adverse impact on the [Programme];

(ii) Infraco is not in breach of this Agreement (having regard without limitation to the timing of the Infraco's obligations under this Agreement);]

(p) that the design of the Trams supplied by the Tram Supplier is consistent in all respects with the Base Tram Information; - needs discussion with Technical Team

*No Price for
Tram is.
"The Tram Price". The.*

(q) there shall be no impact on the traction power supply system (as demonstrated by the power simulation modelling) as a consequence of a change to the vertical alignment of the track as compared against the alignment input into the [last simulation]; - needs discussion with Technical Team

*Tram Price is.
for delivery &
commissioning of the
Tram in accordance
w/ Tram
Contract.*

*1/2
Chalk alignment -
to Power Source -*

(r) that the roads [as reconstructed in accordance with the SDS design] will be adopted by CEC prior to the Service Commencement Date and shall thereafter be maintained by CEC at no cost to Infraco; - needs discussion with Alastair Richards and Keith Rimmer

(s) that the Infraco shall not incur loss and expense in excess of £300,000 in complying with the requirements of the Archaeological Officer; - BBS would pocket any saving and how would we deal with this arrangement if an addition?

Repeat.

(t) [special requirements for noise and vibration] shall not be required in order to carry out the Infraco Works in accordance with this Agreement; - this is a live issue at the moment with Matthew Crosse / Steven Bell / Andy Steel, Infraco may be required to carry out but may not be in their price

*Noise barrier.
N&V track
↳ Playhouse*

(u) that Asbestos shall not be discovered during the carrying out of the Infraco Works; - can we commit to this? Do we know for sure that properties to be

*↓
Some, do.*

demolished do not contain asbestos? -- no, may be required to carry out but may not be in their price

(v) demolition shall only be required where necessary to allow Infraco to construct the Edinburgh Tram Network; - demolition schedule was part of original Employer's Requirements -- have they got a specific concern?

Dem schedule.

(w) no protective measures are required in relation to [protected trees]; - environmental plan states that we have to replant trees in same number as removed I believe? Am not aware of any protected trees -- who does know?

Protect.

(x) stray current protection proposals as contained within the Infraco Proposals shall be approved by all relevant Approval Bodies; - again another live issue

Why state. or consent issue.

X

(y) that the UTC will allow and have no adverse impact on the Tram operations, including Round Trip Times and punctuality of services as set out in the Employers Requirements; - needs discussion with Technical Team

IP. issue. Line of Program.

(z) all [road equipment]⁷ will be connected back to the nearest OTN node in either a substation or a Tramstop; - needs discussion with Technical Team

IPs.

(aa) the tram fleet shall not exceed 27 trams. -- Phase 1a only initially? Could be more later, what is BBS's point here?

IPs.

Note: Base Price Assumptions for Phase 1b to be developed although note that this will require a "fixed" price for Phase 1b (and currently it is not anticipated that this will be available as at the Effective Date). -- I think tie accepts this?

Dep. schedule.

Note: tie to be responsible for all orders required to effect road closures including TROs TTROs etc. -- I think tie accepts this?

Contract.

For the avoidance of doubt, the Infraco Contract will require to recognise that there are certain works that Infraco will be relying on tie to procure by certain dates. The technical teams will need to agree the "tie obligations" which will include:
(i) an obligation to procure that Scotrail move the [fuel tanks] near Haymarket by [date]; - Infraco have been advised of this programme as scheduled their own works accordingly

Prog. Issue

⁷This will include, for example, CCTV and points.

(ii) an obligation to procure that Scotrail undertakes the [immunisation works] by [date]; and -- being pursued by Colin Keir, I thought BBS had taken an immunisation risk?

(iii) [others].

7 As Prof.
 'bidder letter.'

"Ready for Construction" means that the design satisfies the following requirements:

- (i) it has been prepared in accordance with and satisfies the requirements of the Employer's Requirements and the Third Party Agreements Obligations; and
- (ii) that the SDS Provider has procured that all Consents necessary to allow construction of the relevant part of the Infraco Works have been obtained including, without limitation, those necessary to satisfy the requirements of the Third Party Agreements Obligations.

wby.
 In Mountain Agreement.

Subject to scope of contract, ERS & I.P.s.

1.1 The Contract Price has been fixed on the basis of inter alia the Base Case Assumptions. If now or at any time the facts or circumstances differ in any way from the Base Case Assumptions (or any of them) the Infraco may (if it becomes aware of the same) notify the of such differences (a "Notified Departure"). -- can't be just any departure or all risk will come back to the

Infraco.
 Proposals.

To-
 front.

→ and such change shall be a tie change.
 \$ into on cl 80

- 1.2 Following notification of a Notified Departure, the Parties shall seek to agree:-
- (a) whether relief from compliance with any of its obligations under this Agreement is required during or as a result of the implementation of the Notified Departure;
 - (b) any impact on the performance of the Infraco Works and the performance of the Edinburgh Tram Network;
 - (c) any impact on the Programme and any requirement for an extension of time;
 - (d) any Consents, Land Consents and/or Traffic Regulation Orders (and/ or any amendment or revision required to existing Consents, Land Consents and/ or Traffic Regulation Orders) which are required as a consequence of the Notified Departure;

- (e) any new agreements with third parties which may be required to implement the Notified Departure;
- (f) proposals to mitigate the impact of the proposed Notified Departure; and
- (g) any increase or decrease in any sums due to be paid to the Infracore under this Agreement (including the value of any Milestone Payments and the scheduling of such Milestone Payments) as a consequence of the Notified Departure.

1.3 The valuation of any Notified Departure shall be carried out as follows:

1.3.1 by measurement and valuation at the rates and prices for similar work in Schedule 5 (Construction Works Pricing Schedules) or Schedule 7 (Maintenance Pricing Schedules) as the case may be in so far as such rates and prices apply;

1.3.2 if such rates and prices do not apply, by measurement and valuation at rates and prices deduced therefrom insofar as it is practical to do so;

1.3.3 if such rates and prices do not apply and it is not practicable to deduce rates and prices therefrom, by measurement and/or valuation at fair rates and prices; or

1.3.4 if the value of the tie Change cannot properly be ascertained by measurement and/or valuation, the value of the resources and labour employed thereon, as appropriate, in accordance with the basis of rates for provisional work set out in Schedule 5 (Construction Works Pricing Schedules) or Schedule 7 (Maintenance Pricing Schedules) as the case may be; - wording needs review

provided that where the Notified Departure arose at such a time or was of such content as to make it unreasonable for the alteration or addition to be so valued, the value of the Notified Departure shall be ascertained by measurement and/or valuation at fair rates and prices.

1.4 As soon as reasonably practicable after tie receives the information referred to in paragraph 1.3, the Parties shall discuss and agree the issues set out set out therein. If the Parties cannot agree on the any of the matters referred to in paragraph 1.3 within 28 days, then either Party may refer the matter for determination in accordance with the Dispute Resolution Procedure. -- may cut across tie Change procedures

*As.
Bob's draft
time down*

- 1.5 The Infraco shall take reasonable steps to mitigate the consequences of the Notified Departure and shall use reasonable endeavours to minimise any increase in costs and maximise any reduction in costs.
- 1.6 [Provision entitling Infraco to such relief, payment and extension of time etc as shall be agreed or determined pursuant to this Schedule 4]

PART 2

PROVISIONAL SUMS

[THIS REQUIRES A SIGNIFICANT AMOUNT OF FURTHER WORK]

The intention of the Provisional Sums drafting requires further discussion and agreement. "Traditionally" a provisional sum is a mere direction to the contractor to include in his price an allowance for anticipated expenditure on work of unknown character and extent or work due to some contingency which may or may not arise. It is inconsistent with this principle that the contractor should be bound to complete the works within a pre-agreed period of time (or be deemed to have allowed for the work within the programme) which is defined only by way of a value estimated by the employer because it is not known what if anything will be required. -- no, this is a one-sided view, there has for some years been the concept of Defined Provisional Sums and Undefined Provisional Sums. These ones are pretty defined (except perhaps Additional Accommodation Works, that aren't programme linked in any event)

If the sums identified below are to be treated as "provisional" which there appears to be agreement they should (subject to treating any of them as Base Case Assumptions), there needs to be a clear baseline description of each item of provisional work (i.e. "Additional Accommodation Works" - additional to what?). However, consideration will need to be given in relation to each item, whether it is truly a provisional sum (in the sense that the work may or not be required and, if it is, it will be on the instruction of the) or simply an assumption on which the price is based. Where the work should not be "optional" (where it is required in order to deliver the Infraco Works in accordance with the Agreement), it should be a Pricing Assumption or an Approximate Cost.

"Additional Accommodation Works" means [●]; → defined in contract?

"Additional Spares" means [●]; ?

Item	Description of Provision Sum	Total
1	Additional Accommodation Works	£1,000,000

2	SDS Design -- post novation [this amount may be adjusted] ⁸	£2,000,000
3	Pumped surface water outfall at A8 underpass (by depot) ⁹	£100,000
4	Additional spares	£175,000
5	Scottish Power connections to the Depot and Ingliston Park & Ride ¹⁰	£750,000 ✓
6	Relocation of Ancient Monuments -- this relates to those monuments noted on the route [SDS drawings ULE 90130-01-HRL 0003B, 6B, 7B, 10B, 12B, 13B, 14B, 15B & 24B refer] -- it does not include cleaning and/or restoration -- what about storage? -- no. was assumed by CEC but may not be the case now	£54,000 ✓
7	Allowance for minor utility diversions	£750,000 ✓
8	Deleted: 8	
9	Deleted: Archaeological Officer -- impact on productivity	
10	Extra over for revised alignment to Picardy Place, York Place and London Road junctions [this amount to be adjusted when BBS come back on Picardy Place]	£6,340,000 ✓
11	Extra over for shell grip at junctions	£319,000 ✓
12	Allowance for Scottish Power connections to new street lights and new traffic signals	£115,000 ✓

→ Slot on.
pricing schedule.

in Maint. Cost.

- Deleted: 8
- Deleted: Archaeological Officer -- impact on productivity
- Deleted: [this amount may be adjusted]
- Deleted: £300,000
- Deleted: 9
- Deleted: Additional cost of Network Rail compliant ballast
- Deleted: £300,000

Prov sum for VTC. £2500

Prov sum for power connection

⁸ It is not clear that this should truly be a provisional sum. Whilst this sum has been included in the BBS price, the actual outturn cost is a pass through to tie [that could open things up for tie]. Would it not be more appropriate to deal with this as a pass through cost? Note that SDS shall be required to assume responsibility for the integration between the SDS design and the systems design by BBS.

⁹ Is it necessary to carry out this work in order to complete the Infraco Works. If it is, then this should be an approximate cost.

¹⁰ This should be a pass through cost. He have no option not to proceed with this work. - yes

¹¹ Such a Provisional Sum would never be instructed. BBS accordingly considers this should be a Pricing Assumption. -- then BBS pocket if less!

13	PICOPS / COSS as Network Rail possession support when undertaking works adjacent or over the railway	£755,000 ✓
14	Allowance for demolition of existing Leith Walk substation (if required)	£56,000 ✓
15	Additional Crew Relief Facilities at Haymarket	£50,000 ✓
16	Amendments as Burnside Road	£1,000,000 ✓
17	[Others] [Note : the cost of the M&E element of the traffic signals including integration with the UTC remains provisional] [11Kv supply is also a provisional sum - £550,000] -- for Scottish Power supplies, OK but for 8nr in Phase 1a (0nr in Phase 1b)	
Total		£15,170,000

Revised

PART 3

APPROXIMATE COSTS

This part of Schedule 4 to be developed. - yes

BBS consider that these items would be better dealt with as Base Case Assumptions.

Item	Description of Approximate Cost Item	Base Cost	OH&P	Total
1	Highway Works <i>N/A</i>			
2	Any agreed material <i>N/A</i>			
3				
4				
5				
6				
Total		£0,000,000	£0,000,000	£0,000,000

PART 4

PROVISIONAL VALUE ENGINEERING

Again, this requires discussion. It is noted that we have previously indicated that these are "not simply targets but are fixed and firm reductions save for the conditions noted". - that is what it said in the 'Wiesbaden Deal' but could expand this wording further

On the other hand, we understand that BBS are not prepared to accept the risk of these being delivered but rather they are "design to price" items. Our understanding of this description is that if the SDS are capable of designing in the saving then this will be delivered to tie but not otherwise [this would then be a 'provisional sum in reverse' and then more risk would come back to tie] If this is the arrangement then the following points need to be addressed:

- (i) there needs to be a clear detailed description of the item that was originally priced in order that there is a benchmark against which savings can be measured.
- (ii) BBS need to consider the risk aspects of this. As BBS will be aware, BBS carries the risk that the Infracore Works meet the Employer's Requirements. A "slimmed down" design may be a less robust solution in terms of long term performance and therefore may create a greater risk of failure in the future.

The mechanism for VE "reductions" must be as follows:

- (a) the Contract Price will be increased by the difference between the assumed VE reduction and the actual VE reduction following the "design to cost" exercise [the Contract Price currently assumes that the VE reductions will be delivered in full]; and
- (b) the Employer's Requirements and Infracore Proposals will be amended to reflect the VE design after it has been through the Design Management Process. If there is no "saving" the Contractor's proposals will reflect the Base Date Design prepared by the SDS and the whole "saving" shall be added back to the Contract Price. Once the VE reduction is known, we shall have the option to proceed [see mechanism in Clause 81 of Infracore Contract -- although Clause 81 shall not apply to VE items in this Schedule 4]. [The Base Date Design will need also to be Ready for Construction at the time we makes its election so as to ensure that there is no prejudice to the Programme.]
- (c) if either consent [Planning?] cannot be obtained to ensure that there is no Notified Departure to Pricing Assumption (a)(i) or if we does not notify the Infracore of its decision in sufficient time to enable the Infracore to complete the Infracore Works so as to meet the Sectional Completion Dates, then the VE "reduction" will be abandoned and the Contract Price will be increased by the amount of the VE reduction (and the Base Date Design will apply). Any costs incurred by the Infracore in seeking to deliver the VE

Debate

- o Prov. Sum to be finalized
- o Delete def. "Add'l. Reason when"
- o Delete def. "Add'l. space".
- o Delete "Add'l" in "Recommendation when"
- o V&E Schedule & Rates to be on W verboden.

Schedule 4.

- (p) Base Team Information. - TSA ERs.
- (q) Settle w. Siemens.
- (r) Roadside funded book. at Service Commencement
sent and adopted by CEC. End. routine.
maintenance (sweeping, litter, salting and
normal. Traffic near and near).
- (s) Duplicate.
- (t) ok.
- (u) ok.
- (v) Pick up in element by element -
- (w) Protected trees. ok.
- (x) Strong support - 66.
- (y) To be deleted.
- (z) Why.
- (aa) ~~Setting~~ ~~27~~ 27 Teams. - Check w. AR 66.

"Eie to be responsible. ... and. TROs. TROs"
 • - BBS to confirm can be removed.
 • For the avoidance of doubt. (ii) to come
 out. BBS to confirm.