

**Additional Clause to be incorporated within Minute of Variation 4:**

**1 INTERFACE WITH MOV5**

1.1 The Parties acknowledge that the Heads of Terms envisaged:

1.1.1 that two minutes of variation would be entered into by the Parties:

- (a) the first minute of variation would be in respect of the Prioritised Works (being this MoV4); and
- (b) the second minute of variation would be in respect of the Off-Street Works (other than the Prioritised Works) and the On-Street Works (such minute of variation being MoV5) and that MoV5 would be entered into not later than 1 July 2011;

1.1.2 that in the event that the minutes of variation referred to above were not entered into prior to 1 July 2011 the Parties would discuss project separation,

now therefore, in the event that:

1.1.3 MoV5 is entered into not later than 1 July 2011, the terms of MoV5 will apply (and the Parties recognise and agree that, pursuant to paragraphs 7.2 and 7.3 of the Heads of Terms: (a) where CEC fails to demonstrate to Infraco's reasonable satisfaction that sufficient funding is available to meet its obligations under the Infraco Contract (as amended) the Infraco Contract will automatically terminate at 5pm on 1 September 2011; and (b) upon such automatic termination, the Parties shall have no rights or obligations in respect of future performance save as provided for in clause 94.6 of the Infraco Contract); and

1.1.4 MoV5 is not entered into on or before 1 July 2011, then (unless the Parties agree otherwise):

- (a) Infraco shall carry out and complete the Prioritised Works under and in accordance with MoV4; and
- (b) the Infraco Works (as varied by MoV4) shall recommence.