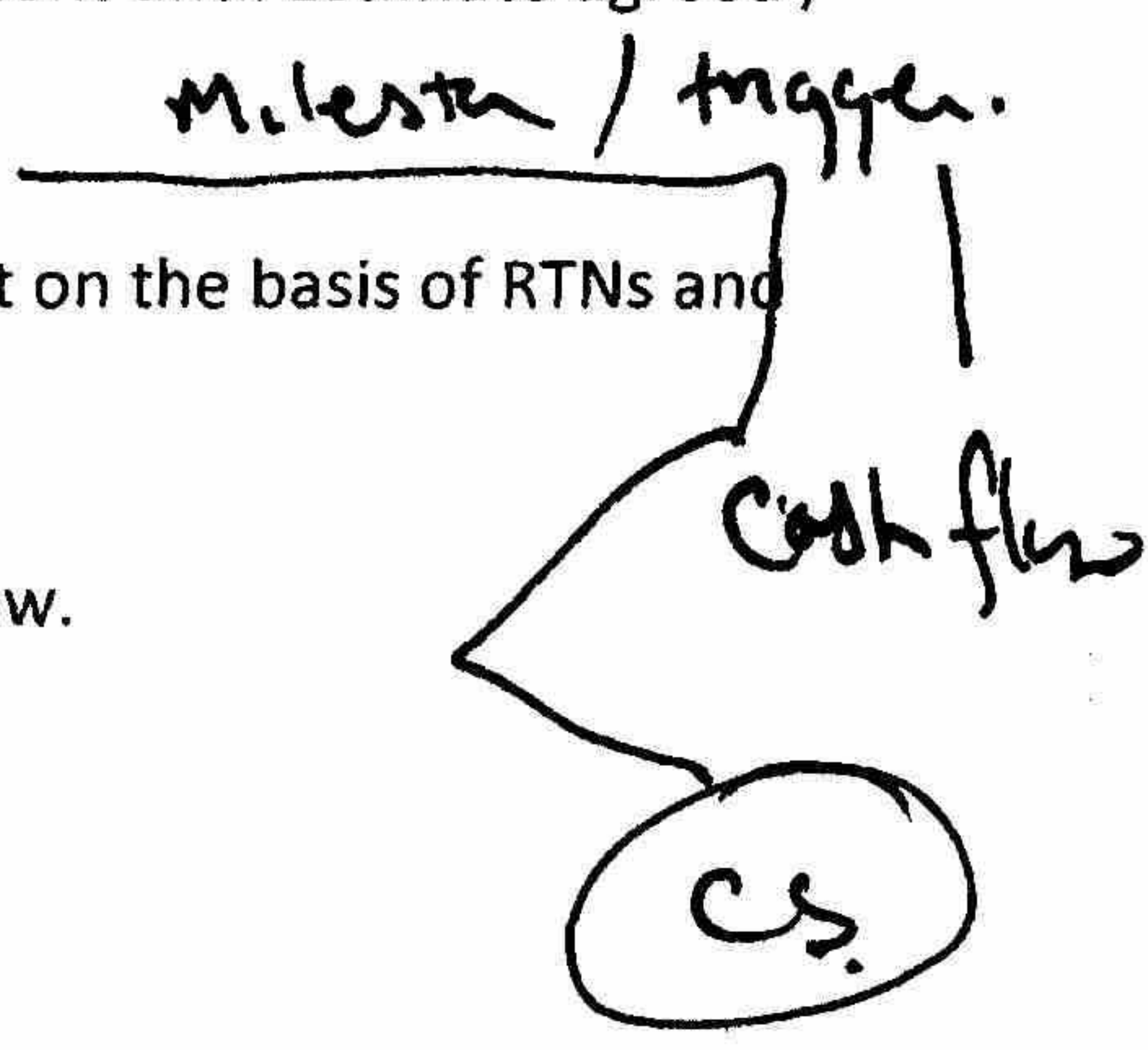


STRICTLY PRIVILEGED AND CONFIDENTIAL

PRINCIPAL COMMERCIAL ISSUES TO BE RESOLVED IN HEADS OF TERMS

1. Payment of outstanding Prelims. *Dennis/Tony/Brandon.*
2. Target Cost mechanism (broad terms). *CS/Steven.*
3. Mechanism for termination if funding for full Phoenix not obtained including level of payment to BB/S. *CS Steven.*
4. Clear definition of Prioritised Works. *Key list for Steven / both.*
5. Necessary steps to enable the Prioritised Works to be progressed before variation of the Infraco Contract. *Steven*
6. What remains of Schedule Part 4 in respect of (a) Off- Street Works and (b) On-Street Works and inter-relationship with clause 80. *Steven.*
7. Removal of right/obligation to stop work in clause 80; basis of payment until Estimate agreed / determined. *Dennis*
8. Agreement that no steps will be taken to terminate Infraco Contract on the basis of RTNs and UWNs issued to date. *Brandon.*
9. Indemnity to Infraco for any challenge for breach of procurement law.



1. Budget lobbying. / 800m. •

2. Team Structure. •

3. Future Structure. •

Programme early wais. •

Remedials. Clients meeting. •

1599 Separation unlikely

Design / Adoption. +.

Design date back step. •

No individual - ownership with } Key Holder  
SDS.