

DATED 25 MAY 2025

ANGEL TRAINS LIMITED

as Lessor

and

SOUTH WESTERN RAILWAY LIMITED

as Lessee

OPERATING LEASE AGREEMENT

relating to Class 444 and 450 Desiro Electric Multiple Units

Angel Trains Reference: OLA/SWRL/25-06

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THIS OPERATING LEASE AGREEMENT is made on 25 May 2025

BETWEEN:

- (1) **ANGEL TRAINS LIMITED**, a company incorporated under the laws of England (company number 02912655) whose registered office is at 123 Victoria Street, London SW1E 6DE (“**Lessor**”); and
- (2) **SOUTH WESTERN RAILWAY LIMITED**, a company incorporated under the laws of England (company number 03266760) whose registered office is at Great Minster House 4th Floor, Public Ownership Programme Team, 33 Horseferry Road, London SW1P 4DR (“**Lessee**”).

RECITALS:

- (A) Lessee wishes to lease the Multiple Units from Lessor upon the terms and conditions contained herein.
- (B) Following satisfaction of the conditions precedent set out in Schedule 3, Lessor wishes to lease the Multiple Units to Lessee upon the terms and conditions contained herein.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

In this Agreement the definitions and interpretation provisions set out in Schedule 1 shall apply.

2 REPRESENTATIONS AND WARRANTIES

Lessee’s Representations and Warranties

- 2.1 The representations and warranties set forth in paragraph 1 of Schedule 2 are made by Lessee to Lessor with reference to the facts and circumstances existing on the date hereof, will survive the execution of this Agreement and will be deemed to be repeated by Lessee at the Effective Time (save for those specified in paragraphs 1(g) and 1(j) of Schedule 2) and, on each Rent Date (save for those specified in paragraphs 1(g), 1(h), and 1(j) of Schedule 2), with reference to the facts and circumstances then existing.

Lessor’s Representations and Warranties

- 2.2 The representations and warranties set forth in paragraph 2 of Schedule 2 are hereby made by Lessor to Lessee with reference to the facts and circumstances existing on the date hereof, will survive execution of this Agreement and will be deemed to be repeated by Lessor at each Effective Time with reference to the facts and circumstances then existing.

3 CONDITIONS PRECEDENT AND CONDITION SUBSEQUENT

Lessee Conditions Precedent

3.1

- (a) Lessor's obligations under this Agreement are subject to satisfaction of each of the Lessee Conditions Precedent.
- (b) The Lessee Conditions Precedent are for the sole benefit of Lessor and may be waived or deferred in whole or in part and with or without conditions by Lessor.

Lessor Conditions Precedent

3.2

- (a) Lessee's obligations under this Agreement are subject to satisfaction of each of the Lessor Conditions Precedent.
- (b) The Lessor Conditions Precedent are for the sole benefit of Lessee and may be waived or deferred in whole or in part and with or without conditions by Lessee.

Lessee Conditions Subsequent

3.3

- (a) Lessee shall provide Lessor with a certified true copy of the constitutional documents of Lessee within thirty (30) days from the date of this Agreement.
- (b) The condition specified in Clause 3.3(a) is for the sole benefit of Lessor and may be waived or deferred in whole or in part and with or without conditions by Lessor.

4 DELIVERY, LEASING AND LEASE PERIOD

Leasing, Term and Extension

- 4.1 Subject to the terms and conditions of this Agreement, Lessor will lease and Lessee will take on lease each Item of Equipment from 02:00 hours on 25 May 2025 (the "**Effective Time**") for its Lease Period.

Inspection and Delivery

- 4.2 Prior to and on the Expected Delivery Date, Lessor will give Lessee or its agent, or will procure that Lessee or its agent is given, a reasonable opportunity to inspect each Multiple Unit in order that Lessee may verify that its condition complies with the Delivery Conditions. However, such inspection shall not unreasonably disrupt the commercial operations of the Multiple Units.
- 4.3 Each Multiple Unit will be tendered for delivery by Lessor to Lessee at the Delivery Location on its Expected Delivery Date in compliance with the Delivery Conditions. If a Multiple Unit has been tendered for delivery by Lessor to Lessee at the Delivery Location on its Expected Delivery Date, Lessee shall accept delivery of the Unit from Lessor on its Expected Delivery Date, but

without prejudice to the rights of Lessee to resort to the Dispute resolution procedures set out in Clause 22.

4.4 Each of the Spares and Special Tools will be tendered for delivery by Lessor to Lessee at the Delivery Location on the Expected Delivery Date in compliance with the Delivery Conditions. If Lessee (acting reasonably) notifies Lessor at the Effective Time that:

- (a) the pool of Spares is incomplete (by reference to the list in Part B of Schedule 16); or
- (b) the pool of Special Tools is incomplete (by reference to the list in Part C of Schedule 16); or
- (c) any of the Spares has a defect,

Lessee shall nonetheless accept delivery of the Spares and Special Tools on the Expected Delivery Date, but the above referenced incompleteness or, as the case may be, defects shall be remedied in accordance with the Siemens Non-Compliance Letter Agreement.

Acceptance

4.5 Each Item of Equipment will be Accepted by Lessee for all purposes of this Agreement on its Expected Delivery Date.

4.6 Lessee will confirm Acceptance of the Items of Equipment by executing and delivering to Lessor a duly completed Delivery Certificate in respect of the Items of Equipment at the time of Lessee's acceptance. Failure by Lessee to so execute and deliver such Delivery Certificate will not (of itself) be evidence that such Item of Equipment has not been delivered and accepted for the purposes of this Agreement.

Rectification of Snagging Items

4.7 Lessor shall rectify or procure the rectification of all Snagging Items for each Multiple Unit at no expense to Lessee, or provide such other remedy as is acceptable to Lessee (acting reasonably) either:

- (a) where reasonably practicable, prior to the Expected Delivery Date; or
- (b) in all other circumstances, within such period as is reasonably practicable following the Expected Delivery Date, as agreed with Lessee and without causing unreasonable interruption to the provision of passenger services by Lessee.

4.8 If rectification of Snagging Items cannot be carried out during scheduled maintenance, Lessor and Lessee (each acting reasonably) will agree an alternative programme of rectification works.

4.9 Lessor may, following the Expected Delivery Date, request that Lessee agrees (such agreement shall not be unreasonably withheld) to rectify or procure the rectification of any outstanding Snagging Items for any Multiple Unit. If Lessee agrees to such a request, Lessor shall have no further obligations under Clause 4.7 and Lessee shall rectify or procure the rectification of such Snagging Items within such period as is reasonably practicable following such request and Lessor shall reimburse to Lessee the reasonable cost (if any) to Lessee of so rectifying or procuring the rectification of such Snagging Items within twenty (20) Business Days of Lessor receiving from

Lessee an invoice addressed to Lessor in respect of such costs together with evidence satisfactory to Lessor (acting reasonably) that such Snagging Items have been rectified.

Delay

- 4.10 If any Excusable Delay occurs in connection with the delivery or acceptance of any Item of Equipment hereunder, Lessor may delay tendering such Item of Equipment for delivery and Lessee may delay accepting delivery of such Item of Equipment, and the Expected Delivery Date shall be extended to the day following the date on which the Excusable Delay ends. If the period of Excusable Delay exceeds six (6) months, either party may by written notice to the other terminate this Agreement in respect of the affected Item of Equipment.
- 4.11 Neither Lessor nor Lessee will be responsible for any Losses (including, for this purpose, loss of profit, Taxes and any loss of Relief) arising from or in connection with any delay in delivery or acceptance of any Item of Equipment hereunder suffered or incurred by the other.

Risk

- 4.12 From the Effective Time in relation to each Item of Equipment, Lessee will bear all risk of loss, theft, damage or destruction to such Item of Equipment from any cause whatsoever, unless expressly provided herein to the contrary.
- 4.13 Risk of loss, theft, damage or destruction of or to any Part or other Item of Equipment, where leased or delivered to Lessee under this Agreement after the Effective Time shall pass to Lessee on delivery to Lessee.

Exclusion of Warranties

- 4.14 Save as expressly stated in this Agreement, Lessor has not made or given, and will not be deemed to have made or given, and Lessee is not relying on, any warranties or representations, express or implied, with respect to any Item of Equipment, including but not limited to: (i) the description, conformity to Applicable Law, conformity to Railway Group Standards, quality, merchantability, fitness for any use or purpose, value, condition, performance, operation or design, freedom from defects, reliability, safety, maintenance or repair of any Item of Equipment (including, for the avoidance of doubt, any Part installed on the Multiple Units or Vehicles from time to time); or (ii) the completeness, correctness or suitability of the Maintenance Programme.
- 4.15 Consequently, save as expressly stated in this Agreement, Lessor shall have no obligation or liability to Lessee (whether in contract, tort, at law or otherwise) in respect of any of the matters referred to in Clause 4.14, any loss or damage to any Item of Equipment, any liability of Lessee to any third party, or any other direct, incidental or consequential losses or damages, in each case, resulting from any of such matters, and except to the extent expressly provided for under this Agreement.
- 4.16 Consequently, Lessee hereby waives, as between itself and Lessor, all rights (other than to the extent expressly set out in this Agreement) in respect of any warranty or representation, express or implied, on the part of Lessor and all claims against Lessor, however and whenever arising, in respect of or out of any warranty or representation referred to in Clause 4.14.

Ownership of Items of Equipment

- 4.17 Lessee acknowledges that the ownership of each Item of Equipment shall at all times remain with Lessor (or, as the case may be, a Financier), and that the payment of the Rent and other amounts hereunder shall not confer any right of ownership or any purchase option on Lessee.

5 RENT AND PAYMENTS**Rent**

- 5.1 Lessee will pay Basic Rent and Spares Rent to Lessor (or to its order) for the relevant Item of Equipment in advance on each Rent Date for that Item of Equipment, in accordance with and as calculated and adjusted pursuant to Part A of Schedule 10.

Payment and Tax Provisions

- 5.2 The parties also agree to comply with the payment and tax provisions specified in Part B of Schedule 10.

Nature of Obligations

- 5.3 Lessee's obligations to make payments under this Agreement are absolute and unconditional and, save as otherwise expressly provided in this Agreement, no amount payable hereunder shall cease to be payable or shall be suspended or reduced by reason of any contingency whatsoever including (but not limited to):
- (a) any right of set-off, counterclaim, netting, recoupment, defence or other right which either party to this Agreement may have against the other;
 - (b) any unavailability of any Item of Equipment for any reason including, but not limited to, a requisition of such Item of Equipment or any prohibition on or interruption of or interference with Lessee's use or possession of such Item of Equipment;
 - (c) the fact that any Item of Equipment has been lost or damaged;
 - (d) any Defect or lack of satisfactory quality, fitness for any purpose, condition, design, performance or operation of any Item of Equipment;
 - (e) any insolvency, bankruptcy, reorganisation, arrangement, adjustment of debts, dissolution, liquidation, protection from creditors, railway administration, administration or similar proceedings by or against Lessor or Lessee or any other person;
 - (f) any invalidity or unenforceability or lack of due authorisation of, or other defect in, this Agreement; or
 - (g) any other cause which (but for this provision) would or might otherwise have the effect of terminating or in any way affecting any obligation of Lessee under this Agreement.

Nothing in this Clause 5.3 shall be construed so as to limit Lessee's right to institute separate legal proceedings (including proceedings for specific performance or injunction relief) against Lessor in the event of Lessor's breach of its obligations or the incorrectness of any representation

or warranty given by Lessor under this Agreement, or to limit Lessee's rights and remedies against any other person.

6 WARRANTIES

Warranties

6.1

- (a) With effect from the Effective Time, and so long as no Event of Default has occurred and is continuing, Lessor shall promptly enforce its rights with respect to the Warranties relating to any Item of Equipment (but only to the extent that: (i) it is reasonable in the circumstances for Lessor to do so, and (ii) Lessee does not have a contractual right to enforce such Warranties under Clause 6.2) and shall apply any proceeds received thereunder in accordance with Clause 6.3.
- (b) Lessee shall promptly notify Lessor upon becoming aware of any Defect affecting any of the Multiple Units or the Spares which:
 - (i) is the subject of a notice from the Contractor or the Maintenance Performer; or
 - (ii) acting with such degree of skill, care, diligence and operating practice which would reasonably be expected from a skilled and experienced train operating company, it reasonably believes could entitle Lessor to make a claim under any Warranty or which would have entitled Lessor to make a claim under such Warranty if such Warranty were still in effect.
- (c) Lessor shall, in enforcing its rights under the Warranties, consult with Lessee and take reasonable consideration of any reasonable representations of Lessee in this respect.
- (d) Lessee shall, at its cost and expense, provide Lessor with all reasonable assistance and co-operation with respect to any claim by Lessor under the Warranties and shall promptly upon Lessor's request make available any affected Multiple Unit, Vehicle, Spare or Part for repair or replacement by the relevant person performing such repair or replacement, provided that the same does not disrupt unreasonably the commercial operations of the relevant Multiple Unit, with the intent (among other things) that passenger services shall not be interrupted, but Lessee shall use its reasonable endeavours to utilise an operationally comparable item of rolling stock available to Lessee in providing such passenger services in order to facilitate such repair or replacement.

Lessee Warranties

6.2 The provisions of this Clause 6.2 shall apply in respect of Warranties.

- (a) Lessee shall be entitled, so long as no Event of Default has occurred and is continuing, at its sole discretion (but subject to Clause 6.2(b)), to enforce during the Lease Period in relation to any Item of Equipment any unexpired Warranties given in favour of Lessee relating to such Item of Equipment, subject to and in accordance with this Clause 6.2.

- (b) In determining whether to exercise Warranty rights under this Clause 6.2 against any Supplier, Lessee shall, in addition to considering its own interests, give equal weight to the interests of Lessor and any Financier and to the protection of the long-term value of the relevant Item of Equipment. If Lessee so decides, it shall then promptly and diligently enforce Warranty rights against the applicable Supplier in relation to any Defect.
- (c) Lessee shall:
 - (i) keep Lessor regularly informed of the number of Warranty claims brought by Lessee against any Supplier in relation to Defects during each three (3) month period (commencing on the date of the Effective Time), providing in tabular format details of the number of claims and the subject-matter of the claim;
 - (ii) notify Lessor of any proposed Warranty claim in relation to an item, or items, with a single value exceeding ten thousand pounds Sterling (£10,000) or an aggregate value exceeding one hundred thousand pounds Sterling (£100,000) (or such other amount as Lessor may from time to time agree) and shall not waive any of its rights in relation to such Warranty claims, or enter into any agreement with any Supplier to settle or compromise any such claim, without Lessor's prior written consent (which Lessor may not unreasonably withhold);
 - (iii) promptly notify Lessor upon Lessee becoming aware that, in respect of any proposed claim which Lessee is obliged to notify Lessor under Clause 6.2(c)(ii), the Supplier is not fulfilling its Warranty obligations or any part thereof; and
 - (iv) promptly provide Lessor with such further information in relation to Lessee's exercise of Warranty rights against any Supplier as Lessor may from time to time reasonably request.
- (d) Lessee shall:
 - (i) ensure that any contract pursuant to which Lessee is required to pay in aggregate a sum exceeding £10,000 (or such other amount as Lessor may from time to time agree) in relation to the carrying out of any Maintenance and Repair, Modification or the supply of any Part permit the assignment of the benefit of all Warranties provided under such contracts to Lessor; and
 - (ii) use its reasonable endeavours, if Lessor so requires, in relation to each Multiple Unit in the case of any Warranty provided by any third party in relation to any Modification, on the Expiry Date in relation to such Multiple Unit (and without prejudice to Lessee's obligations under Clause 12 (Redelivery)), to assign to Lessor, or procure the assignment to Lessor of, the benefit of such Warranty.

6.3 Proceeds

All proceeds of any claim under or in relation to any Warranty to which this Clause 6 applies shall, subject to the provisions of this Clause 6 and unless otherwise agreed in writing between Lessor and Lessee, be paid directly to Lessor, and Lessor shall apply such proceeds in remedying the cause of such claim under the Warranty(ies) concerned. However, if and to the extent that such claim relates to:

- (a) a Defect affecting the Multiple Units, Spares, Special Tools or any Part which Lessee has rectified, at its own cost, to the reasonable satisfaction of Lessor; and/or
- (b) any Losses incurred by Lessee,

Lessor will use reasonable endeavours to procure that the proceeds of such claim (including any proceeds which relate to costs reasonably incurred by Lessee in pursuing such claim but less any proceeds which relate to costs reasonably incurred by Lessor in pursuing such claim) will be paid to Lessee directly by the relevant third party, provided that if Lessor is unable to procure payment as aforesaid, Lessor shall pay such proceeds to Lessee promptly upon receipt by Lessor, unless at such time an Event of Default has occurred and is continuing, in which event Lessor shall have no obligation to pay such proceeds to Lessee unless and until such Event of Default is remedied or is otherwise no longer continuing.

7 LESSOR'S QUIET ENJOYMENT COVENANT

- 7.1 Provided that no Event of Default has occurred and is continuing, neither Lessor, nor any person claiming through Lessor, will, during the Lease Period in relation to each Item of Equipment, interfere with the quiet use, possession and enjoyment by Lessee of that Item of Equipment.
- 7.2 Lessor will remove at its own cost all Lessor Liens (other than Financier Liens) existing in relation to any Item of Equipment and will deliver each Item of Equipment to Lessee free and clear of such Lessor Liens (other than Financier Liens). If and to the extent that any Lessor Lien becomes enforceable (other than as a result of an act or omission by Lessee) during the Lease Period in relation to an Item of Equipment (including, for the avoidance of doubt, any Financier Liens), Lessor will ensure that such Lessor Lien is discharged in full as soon as practicable.

8 UNDERTAKINGS

Information

- 8.1 Lessee will (at its own cost):
 - (a) give notice to Lessor immediately upon the occurrence of any Default or Event of Default or any other event which might adversely affect Lessee's ability to perform any of its obligations under this Agreement;
 - (b) deliver to Lessor:
 - (i) as soon as available but in any event not later than one hundred and eighty (180) days after the last day of each financial year of Lessee, its audited balance sheet as of the last day of each financial year of Lessee and its audited profit and loss statement for the year ending on such day;
 - (ii) as soon as available but in any event not later than sixty (60) days after the last day of each financial quarter of Lessee, its unaudited management accounts for such period (including comparisons against budget and full year forecasts);
 - (iii) at the same time as it is issued to the creditors of Lessee, a copy of each notice or circular and any other information issued to Lessee's creditors as a group; and

- (iv) such other information in Lessee's possession regarding Lessee and its business and affairs as Lessor may from time to time reasonably request. However, Lessee shall have no obligation to disclose information which Lessee reasonably considers to be of a confidential or sensitive nature;
- (c) deliver to Lessor written notice of the terms and conditions of any extension, shrinkback or reduction applicable and/or effective with respect to the Public Service Contract;
- (d) promptly deliver to Lessor all information in Lessee's possession or control which Lessor from time to time requests regarding any Item of Equipment, for the purpose only of replying to enquiries made of Lessor by any Tax Authority and promptly deliver to any such Tax Authority any such information which such Tax Authority may from time to time request from Lessee;
- (e) promptly deliver to Lessor full details (in each case including upon Lessee entering into a new Track Access Contract or revision or extension thereof) of:
 - (i) any changes to the routes on which the Multiple Units are permitted to operate; and
 - (ii) any operational restrictions or limitations imposed on the operation of the Multiple Units on any route or any relaxation of any such restrictions or limitations; and
- (f) promptly after a request made by Lessor, deliver to Lessor copies of such information and documents relating to the Service Agreement and/or the SAG Service Bond as may be agreed by the Parties. Lessee will (at its own cost) promptly notify Lessor in writing of any deduction(s) in Service Payments and/or any incentive payment(s) envisaged by clause 9.3 of the Service Agreement, together with details of:
 - (i) the reasons for any such deduction(s) and/or incentive payment(s); and
 - (ii) the Multiple Units in respect of which such deduction(s) and/or incentive payment(s) are made.

Lessor shall keep any information provided to it by Lessee pursuant to this Clause 8.1 confidential in accordance with Clause 20.

Operational Undertakings

- 8.2 Subject to the provisions of Clause 8.3(b), each of Lessee and Lessor undertakes to comply with its respective obligations set out in Schedule 6 throughout the Lease Period in relation to each Item of Equipment. Each of Lessee and Lessor undertakes to comply with its respective obligations set out in Schedule 12 throughout the Lease Period in relation to each Item of Equipment.

Maintenance and Repair

8.3

- (a) Subject to the other provisions of this Clause 8.3, each of Lessee and Lessor undertakes to comply with its respective obligations set out in Schedule 7 throughout the Lease Period in relation to each Item of Equipment.
- (b) For so long as the Service Agreement has not expired or been terminated by Lessee or the Maintenance Performer, Lessor agrees that it will accept performance by the Maintenance Performer of its obligations under the Service Agreement as discharging the corresponding obligations of Lessee under Schedule 6 and Schedule 7 insofar as they have been duly performed by the Maintenance Performer in accordance with the terms and conditions of this Agreement, provided that Lessee shall remain primarily liable hereunder for the performance and observance of all of its obligations under Schedule 6 and Schedule 7 to the same extent as if the Service Agreement had not been entered into.
- (c) Lessee undertakes that it will at all times:
 - (i) fully and punctually pay and perform its obligations under the Service Agreement;
 - (ii) use all reasonable endeavours to exercise its rights and enforce, and monitor performance of, the obligations of the Maintenance Performer under the Service Agreement, and of the SAG under the SAG Service Bond, in a manner consistent with Lessor's rights and interests in each Item of Equipment, including (without limitation) with a view to ensuring that the Maintenance Performer maintains and repairs each Item of Equipment in accordance with the Service Agreement; and Lessee will pay such amounts and afford such access to each Item of Equipment to the Maintenance Performer as it is required to do under the Service Agreement for such purpose;
 - (iii) not without the prior written consent of Lessor (not to be unreasonably withheld or delayed) via Lessor's engineering change procedure AT/E01 agree to any material amendment, material variation or material waiver in respect of the Service Agreement other than:
 - (A) a variation to implement any of the matters set out in section A of part B of schedule 2 of the Service Agreement;
 - (B) a variation to implement additions or variations to the Maintenance Programme and/or Technical Standards permitted under paragraph 2(c) of Schedule 7; or
 - (C) a variation under the Service Agreement in relation to changes in diagrams and/or timetable or the SAG Service Bond,
 and for this purpose, in relation to the Maintenance Programme and Technical Standards, the procedures specified in paragraph 2 of Schedule 7 shall apply;
 - (iv) not without the prior written consent of Lessor (not to be unreasonably withheld or delayed) consent to any subcontracting by the Maintenance Performer (to the extent that such consent is required); and

- (v) promptly notify Lessor upon becoming aware of any breach or non-performance of the Service Agreement by the Maintenance Performer or of the SAG Service Bond by SAG, and thereafter consult with Lessor regarding the action taken or to be taken by Lessee to require remedy of such breach or non-performance, and have reasonable regard to Lessor's reasonable representations regarding such breach or non-performance (and in particular, relating to any matters concerning safety of the Multiple Units), and if requested by Lessor, Lessee shall (to an extent as is reasonable in such circumstances) promptly enforce any rights it may have under the Contract Documents in relation to such breach or non-performance provided always that if no Event of Default has occurred and is continuing any such enforcement by Lessee shall have full regard to Lessee's operation of the Multiple Units in the ordinary course of its business and any reasonable extra costs or expenses incurred by Lessee in connection with any such enforcement shall be reimbursed by Lessor to Lessee on demand. Nothing in this Clause shall require Lessee to exercise any right to terminate the Service Agreement.
- (d) If the Service Agreement is terminated by either party during the Lease Period in relation to any Item of Equipment, Lessee shall:
 - (i) at all times thereafter ensure that its obligations under Schedule 6 and Schedule 7 are properly complied with; and
 - (ii) not appoint or enter into an agreement with any other person to maintain and repair the Multiple Units without the prior written consent (not to be unreasonably withheld or delayed) of Lessor as to the identity of such person and the substance of such agreement.
- (e) As soon as Lessee becomes aware of the same, Lessee shall notify Lessor in writing of any ingress of water into the bodyshell of any Multiple Unit when all the doors and windows are closed, such notice to include reasonable details about the location and circumstances of such ingress of water.

Lessor Audit Rights

- 8.4 Lessor (and each of its nominees) shall be entitled, to audit the Maintenance Performer's performance of its obligations under the Service Agreement and Lessee agrees upon reasonable notice to take all steps reasonably requested by Lessor, including granting Lessor rights to inspect each Item of Equipment in order to facilitate such audit, provided that:
- (a) if no Event of Default has occurred and is continuing, such audit shall not interfere with Lessee's operation of the Multiple Units in the ordinary course of its business or the Maintenance Performer's performance of its obligations under the Service Agreement; and
 - (b) such audit shall be at no cost to Lessee unless an Event of Default has occurred and is continuing or there is a continuing material breach by Lessee of its obligations under Clause 8.3(c) (in which case Lessee shall reimburse Lessor for its reasonable costs and expenses relating to such audit).

Direct Agreement

- 8.5 Lessor hereby agrees that it will not amend the provisions of clause 8, clause 17, Schedule 2 or the relevant definitions in clause 1 of the Direct Agreement, without the prior consent of Lessee (such consent not to be unreasonably withheld or delayed).

9 INSURANCE

General

- 9.1 Lessee and Lessor each undertakes to comply with its respective insurance obligations set out in Schedule 8.

Maintenance Performer Insurances

- 9.2 Lessee shall obtain the approval of Lessor (such approval not to be unreasonably withheld or delayed) prior to granting its approval to the Maintenance Performer in respect of any “loss payee” clause in the insurances to be taken out and maintained in accordance with Schedule 10 of the Service Agreement.

10 INDEMNITY

General Indemnity

- 10.1 Lessee agrees to defend, indemnify and hold harmless each of the Indemnitees (but in the case of any Financier, only to the extent such Losses represent liabilities to third parties and costs and expenses of such Financier associated therewith) on demand from and against any and all Losses (regardless of when the same are made or incurred) suffered or incurred by any Indemnatee:
- (a) directly or indirectly as a result of or connected with the possession, delivery, performance, refurbishment, transportation, replacement, exchange, removal, pooling, interchange, sub-leasing, wet-leasing, chartering, storage, presence, management, ownership, registration, control, maintenance, condition, service, repair, modification, overhaul, leasing, use, export, import, operation or redelivery of any Item of Equipment, whether or not such Losses may be attributable to any Defect in any Item of Equipment or to their design, testing or use or otherwise, and regardless of when the same arises or whether it arises out of or is attributable to any act or omission of any Indemnatee; or
 - (b) as a result of any Event of Default; and/or
 - (c) as a result of any act or omission of Lessee which invalidates or which renders void any of the Insurances.

However, Lessee shall not be required to indemnify an Indemnatee in relation to any Excluded Loss.

Duration

- 10.2 The indemnities set out in Clause 10.1 will continue in full force after, and notwithstanding the occurrence of, the relevant Expiry Date, notwithstanding any breach or repudiation by Lessor or

Lessee of this Agreement or any termination of this Agreement (or, in each case, the leasing of any Item of Equipment hereunder) in respect of any Item of Equipment.

Notice of Loss

- 10.3 If any event or circumstance occurs and as a result an Indemnatee has suffered or will suffer any Loss for which it is indemnified pursuant to Clause 10.1, Lessor shall use its reasonable endeavours to procure that such Indemnatee will notify Lessee as soon as reasonably practicable after it becomes aware of the same.

Contest Rights

- 10.4 Subject to Clause 10.4(b), Lessee shall at its sole cost and expense be entitled to control, and assume full responsibility for, the defence of any action, claim or proceeding which may give rise to a Loss indemnified by Lessee under Clause 10.1, provided that Lessee shall keep each Indemnatee which is the subject of such proceeding fully apprised of the status of such proceedings and shall provide such Indemnatee(s) with all information with respect to such proceeding as such Indemnatee(s) shall reasonably request; and

- (ii) Lessee shall have provided for the benefit of such Indemnatee(s) such indemnity and security (in form and substance satisfactory to such Indemnatee in its reasonable discretion) against all losses, costs, damages and expenses (including any increase in the same) incurred or which may be incurred in taking such action.

Upon the request of Lessee, such Indemnatee will co-operate in all reasonable respects, at no expense to such Indemnatee or Lessor, in the defence thereof.

- (b) Lessee shall not be entitled to control and assume responsibility for the defence of such action, claim or proceedings if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) such action, claim or proceedings involves any material risk of loss or forfeiture of title to any Item of Equipment (unless Lessee has posted a bond or other security satisfactory to Lessor in respect of such risk) or the possibility of criminal sanctions or criminal liability to any Indemnatee; or
 - (iii) Lessee wishes to compromise such action, claim or proceedings and the compromise of such action, claim or proceedings would be reasonably likely to materially and adversely affect any Indemnatee (which shall include, without limitation, any compromise on a basis of any admission of negligence or wilful misconduct).
- (c) In any of the circumstances described in Clause 10.4(b), or if Lessee does not take or procure the taking of any action or fails to indemnify and secure all relevant Indemnitees pursuant to Clause 10.4(a), any Indemnatee shall be entitled to control and assume responsibility for the defence, settlement and payment of such claim, action or proceedings at the expense of Lessee but such Indemnatee shall take into account the reasonable representations of Lessee and (save as provided in this Clause 10.4(c)) no

such Indemnatee will settle or pay any such action, claim or proceedings. Lessee may in any event participate in all such proceedings at its own cost.

- (d) In addition, any Indemnatee may participate in any proceedings controlled by Lessee pursuant to this Clause 10.4, at its own expense, and such participation shall not constitute waiver of the indemnification and attendant rights in favour of any such Indemnatee in each case provided in Clause 10.
- (e) Without prejudice to the express terms and conditions of this Clause 10.4, nothing in this Clause 10 shall be deemed to require any Indemnatee to contest or take any steps in any action, claim or proceeding or to assume responsibility for or control of any action, claim or proceeding, in each case contemplated by this Clause 10, unless such Indemnatee consents to do so (in its absolute discretion).
- (f) Each Indemnatee shall use its reasonable endeavours to mitigate any Losses for which it is entitled to be indemnified under Clause 10.1.

Subsequent Rebate to Lessee

- 10.5 If Lessor determines that the aggregate amounts received by it in respect of a particular Loss from Lessee pursuant to Clause 10.1 and from one or more third parties exceed the amount of such Loss actually suffered or incurred by Lessor, Lessor shall pay to Lessee by way of rebate such amount, if any, as Lessor shall reasonably determine will leave Lessor in no better or worse position (on an after-Tax basis) than Lessor would have been if such Loss had not been suffered or incurred.

11 LOSS, DAMAGE AND REQUISITION

Post-delivery Event of Loss

11.1

- (a) If, after the Effective Time, an Event of Loss occurs with respect to any Vehicle, Lessee will continue to pay Rent in accordance with Schedule 10 in respect of the Multiple Unit in which such Vehicle is comprised until either:
 - (i) Lessor shall recover an amount equal to the Agreed Values for the Multiple Unit in which such Vehicle is comprised by virtue of the Insurances; or
 - (ii) Lessee shall have paid to Lessor an amount (including by way of such Rent) which, together with any insurance proceeds received by Lessor pursuant to the Insurances (other than liability insurances) in respect of such Event of Loss, is equal to the Agreed Values for the Multiple Unit in which such Vehicle is comprised.

For the avoidance of doubt, and notwithstanding any other provision of this Agreement, Lessee's obligations under this Clause 11.1(a) (including, but not limited to, any obligation to pay Rent) shall survive until such time as Lessor has received the Agreed Values (as envisaged by Clauses 11.1(a)(i) and/or (ii)), and paragraph 8 of Part B of Schedule 10 (and the rest of this Agreement) shall be construed accordingly with respect to any Rent to be paid pursuant to the terms of this Clause 11.1(a).

- (b) Upon irrevocable payment in full to Lessor of the amounts contemplated by, and otherwise in accordance with Clause 11.1(a), together with all other amounts which may have become payable to Lessor under this Agreement in respect of such Multiple Unit, the leasing of such Multiple Unit under this Agreement will immediately terminate, but without prejudice to the other continuing obligations of Lessee under this Agreement (including as to payment, indemnity or otherwise).
- (c) Upon such termination, provided always that no Event of Default has occurred and is continuing and provided further that no insurers, reinsurers or other third party has any right to the relevant Multiple Unit that shall have suffered such Event of Loss that prevent transfer of such Multiple Unit to Lessee, Lessee may require Lessor to transfer to it, without any further consideration, all of Lessor's rights, title and interest in and to the relevant Multiple Unit. If, upon payment in full of the aforementioned amounts an Event of Default has occurred and is continuing, Lessor may nevertheless (and provided that no insurer, reinsurer, or other third party has any rights to such Multiple Unit that prevent transfer of such Multiple Unit to Lessee as aforesaid) elect to transfer to Lessee all of Lessor's rights, title and interest in and to such Multiple Unit, subject to the rights of any insurers, reinsurers or other third parties. Any such transfer by Lessor to Lessee shall be without recourse or warranty (except as to the transfer of all such rights, title and interest in such Multiple Unit as Lessor acquired from the Original Contractor, free from Lessor Liens) and on an as-is where-is basis, and Lessor will, at Lessee's expense, execute and deliver such bills of sale and other documents and instruments as Lessee may reasonably request to evidence the transfer and the vesting of Lessor's rights, title and interest thereto in Lessee, free and clear of all rights of Lessor and Lessor Liens. However, Lessor shall not be required to execute and deliver any such document if stamp duty or any other documentary tax would be payable in respect thereof, unless Lessor receives an adequate indemnity for its liability in respect of such stamp duty or other documentary tax.
- (d) Lessor will consider in good faith any request by Lessee to replace any Vehicle which has suffered an Event of Loss with an equivalent new Vehicle, on the basis that (if Lessor agrees in writing to such request) Lessor will hold the relevant property damage insurance proceeds on trust for Lessee to enable Lessee to acquire such replacement for Lessor and vest title in Lessor, in order that such replacement Vehicle can be leased to Lessee hereunder for the remainder of its Lease Period, provided that in agreeing to such request Lessor needs to be satisfied that such replacement (having regard to the terms on which Lessor is to acquire title to such new Vehicle, the timing of acquisition and the condition of such new Vehicle and any other relevant circumstances) will not result in any reduction in Lessor's after-Tax rate of return from the rate which would have applied had such Vehicle not suffered an Event of Loss.
- (e) If after the Effective Time an Event of Loss occurs with respect to an item of Spares or Special Tools (the "**Destroyed Item**"), Lessee shall promptly notify Lessor and, at Lessee's cost, promptly procure a replacement item (demonstrating to Lessor's satisfaction that such item has the same specification as the Destroyed Item), and ensure that title to such item passes to Lessor. Lessor shall pay to Lessee (following such replacement) any proceeds of property damage insurance received by Lessor with respect to the Destroyed Item. Upon such title to such replacement item vesting in Lessor, provided always that no Event of Default has occurred and is continuing and subject to the rights of any insurers, reinsurers or other third parties, Lessee may require

Lessor to transfer to it, without any further consideration, all of Lessor's rights, title and interest to such Destroyed Item. Any such transfer by Lessor to Lessee shall be without recourse or warranty (except as to the transfer of all such rights, title and interest in such Destroyed Item as Lessor acquired from the Original Contractor, free from Lessor Liens) and on an "as is, where is" basis and Lessor will, at Lessee's expense, execute and deliver such bills of sale and other documents and instruments as Lessee may reasonably request to evidence the transfer and the vesting of Lessor's rights, title and interest thereto in Lessee, free and clear of all rights of Lessor and Lessor Liens. However, Lessor shall not be required to execute and deliver any such document if stamp duty or any other documentary tax would be payable in respect thereof, unless Lessor receives an adequate indemnity for its liability in respect of such stamp duty or other documentary tax.

Requisition

11.2

- (a) During any requisition for use or hire of any Item of Equipment which does not constitute an Event of Loss:
 - (i) the Rent and other charges payable under this Agreement in relation to such Item of Equipment will not be suspended or reduced either in whole or in part, and Lessee will not be released from any of its other obligations under this Agreement (other than obligations with which Lessee is unable to comply solely by virtue of the requisition);
 - (ii) so long as no Event of Default has occurred and is continuing, Lessee will be entitled to any hire or other compensation paid by the requisitioning authority in respect of the relevant portion of the Lease Period. If Lessor receives any such hire or other compensation, Lessor will pay an amount equal to such hire or compensation to Lessee unless, at the relevant time, an Event of Default has occurred and is continuing;
 - (iii) if an Event of Default has occurred and is continuing, Lessor shall be entitled to receive and apply all hire or other compensation referred to above in or towards settlement of any amounts due and payable by Lessee under this Agreement. If that Event of Default is remedied or otherwise ceases to be continuing (provided no other Event of Default has occurred and is continuing) Lessor shall pay an amount equal to such hire or other compensation (or the balance thereof) to Lessee. If an Event of Default has occurred and is continuing and any such hire or other compensation referred to above has been received by Lessee, Lessee shall pay an amount equal to such hire or other compensation received by it to Lessor for application in and towards settlement of any amounts due and payable by Lessee under this Agreement, but without prejudice to Lessor's obligations under the preceding sentence if, at any time, such Event of Default ceases to be continuing provided no other Event of Default has occurred and is continuing; and
 - (iv) Lessor shall be entitled to all compensation payable by the requisitioning authority in respect of any change in the structure, state or condition of the relevant Item of Equipment arising during the period of requisition, and Lessor shall as soon as practicable apply such compensation in reimbursing Lessee for

the cost of complying with its obligations under Clause 11.2(b) and Clause 11.2(c)(i) (if applicable) in respect of any such change, provided that, if any Event of Default has occurred and is continuing, Lessor may apply such compensation in or towards settlement of any amounts due and owing by Lessee under this Agreement as aforesaid.

- (b) Lessee will, as soon as practicable after the end of any such requisition and at its cost, cause that Item of Equipment that shall have been the subject of such requisition to be put into the condition required by this Agreement.
- (c) If an Item of Equipment is under requisition for hire or use at its Expiry Date:
 - (i) the leasing of such Item of Equipment under this Agreement shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such date, but without prejudice to the accrued rights of the parties, including without prejudice to the generality of the foregoing, the obligation of Lessee contained in Clause 11.2(b), and in respect of the period from such Expiry Date:
 - (A) Lessor shall be entitled to receive and retain any requisition hire or compensation payable; and
 - (B) Lessee shall have no obligation to pay any Rent in respect of such Item of Equipment that would otherwise have fallen due for payment; and
 - (ii) if Lessee is prevented by reason of such requisition for hire or use from re-delivering such Item of Equipment pursuant to Clause 12.1, Lessee's obligation to redeliver such Item of Equipment shall be postponed until such time as such Item of Equipment is released from such requisition.

12 REDELIVERY

Final Inspection

12.1

- (a) During the eighteen month period immediately prior to the Scheduled Expiry Date, Lessor may request Lessee to make each Item of Equipment (including its Technical Records and any uninstalled Parts) available to Lessor and/or any person designated by Lessor for inspection (each being a "**Final Inspection**") in order to verify that its condition meets the requirements referred to in Clause 12.2, and Lessor and Lessee will co-operate in agreeing an orderly schedule for carrying out such inspections. Lessor shall perform such inspections on reasonable notice (in accordance with such schedule) and otherwise acting reasonably and, in any event, so as to not disrupt the commercial operation of any Item of Equipment or the Maintenance Performer's performance of its obligations under the Service Agreement.
- (c) The exercise of Lessor's rights pursuant to this Clause 12.1 in relation to any Item of Equipment shall be at no cost to Lessee unless an Event of Default has occurred and is continuing or Lessor has to reinspect a Multiple Unit, or any other Multiple Unit which was inspected during the same part of the inspection schedule, because upon initial inspection pursuant to Clause 12.1(a) such Multiple Unit (or any such other Multiple

Unit) was not in the required condition in a material respect, in which case Lessee shall reimburse Lessor for its reasonable costs and expenses relating to such reinspection.

Redelivery

12.2

- (a) On the Scheduled Expiry Date for each Item of Equipment or, if earlier, the date on which the leasing of such Item of Equipment shall terminate in accordance with the provision of this Agreement, Lessee will, subject to Clause 12.2(b), redeliver such Item of Equipment (including its Technical Records), together with the Manuals and the Technical File relating to such Item of Equipment, to Lessor at the Redelivery Location in a condition:
 - (i) complying with Part B of Schedule 4; and
 - (ii) free and clear of all Security Interests and Permitted Liens (other than Lessor Liens).
- (b) Lessee shall not be obliged to redeliver an Item of Equipment if an Event of Loss has occurred in relation to such Item of Equipment. If an Item of Equipment is under requisition for hire at the Expiry Date, Lessee's obligation to redeliver that Item of Equipment will be postponed in accordance with Clause 11.2(c)(ii).
- (c) Unless Lessor notifies Lessee that it is exercising its option to proceed under Clause 12.3(a), Lessor shall execute and deliver to Lessee a duly completed Redelivery Certificate on or as soon as reasonably practicable after the date of redelivery. The execution of such Redelivery Certificate shall be without prejudice to Lessor's rights in respect of any non-compliance which is specified in the Redelivery Certificate, but the Redelivery Certificate shall (as between Lessor and Lessee) be conclusive as to the matters stated therein.
- (d) If any Item of Equipment is to be used following the Expiry Date, pursuant to a lease from Lessor, by another operator to provide services previously provided by Lessee, Lessor will where reasonably practicable agree that redelivery can be made by Lessee at the location where such Item of Equipment would normally be situated at such time, to be notified by Lessee to Lessor not later than seven days prior to the scheduled redelivery date.
- (e) Lessee shall redeliver all the Spares and Special Tools to Lessor at the Redelivery Location on the date on which Lessee is obliged by this Clause 12.2 to redeliver the final Multiple Unit (or all the Multiple Units) to Lessor.

Non-Compliance

- 12.3 If at the time of any Final Inspection or upon the required redelivery date for an Item of Equipment pursuant to Clause 12.2, the condition of such Item of Equipment does not meet the requirements referred to in Clause 12.2 in a material respect (other than in the circumstances

specified in Clause 12.4), Lessor will provide to Lessee details of such non-compliance and Lessee will, at Lessor's option:

- (a) promptly rectify the non-compliance and, to the extent the non-compliance extends beyond the Scheduled Expiry Date, the Lease Period will automatically be extended in relation to such Item of Equipment and the leasing of such Item of Equipment will remain in force until the non-compliance has been rectified, and during such extension of the Lease Period the Rent payable in relation to such Item of Equipment in respect of such extended Lease Period for it shall be the amount determined pursuant to Clause 12.5(b); or
- (b) redeliver the Item of Equipment to Lessor on the required redelivery date and indemnify Lessor, and provide cash to Lessor as security for such indemnity (on terms satisfactory to Lessor in its reasonable discretion), in an amount equal to Lessor's reasonable estimate of the cost of putting such Item of Equipment into the condition referred to in Clause 12.2. If the actual cost of rectification is less than the cash security, then provided that Lessor has then received all amounts then due and payable by Lessee under this Agreement, Lessor shall upon completion of such rectification pay to Lessee by way of rebate an amount equal to the surplus, and if the actual cost exceeds the cash security, Lessee shall pay to Lessor an amount equal to the excess on receipt of a demand from Lessor giving reasonable details of such actual cost.

Modifications

12.4 Without prejudice to the foregoing, unless otherwise expressly agreed in writing, if at the time of any Final Inspection or on the redelivery date for the Multiple Units pursuant to Clause 12.2, all or any part of Lessee's fleet is undergoing a programme of Modifications (other than Mandatory Modifications), Lessee shall:

- (a) if such Modifications are to be removed in accordance with paragraph 8 of Schedule 6, at Lessor's option, either:
 - (i) remove such Modifications as soon as possible (and, to the extent necessary, the Lease Period will automatically be extended in relation to the relevant Multiple Unit(s) and the leasing of such Multiple Unit(s) will remain in force until such removal has been completed, but the Rent payable in relation to the relevant Multiple Unit(s) in respect of such extended Lease Period shall be the amount determined pursuant to Clause 12.5(b)); or
 - (ii) redeliver the Multiple Units to Lessor on the redelivery date and indemnify Lessor against the reasonable cost of removing the Modifications; or
- (b) if such Modifications have not yet been completed on such Multiple Units and are not to be removed in accordance with paragraph 8 of Schedule 6, at Lessor's option, either:
 - (i) complete such Modifications as soon as possible (and, to the extent necessary, the Lease Period in relation to the relevant Multiple Unit(s) will automatically be extended and the leasing of such Multiple Unit(s) will remain in force until such Modifications have been completed, but the Rent payable in relation to the relevant Multiple Unit(s) in respect of such extended Lease Period shall be the amount determined pursuant to Clause 12.5(b)); or

- (ii) redeliver the Multiple Units to Lessor on the redelivery date and indemnify Lessor against the reasonable cost of completing the Modifications.

The provisions of Clause 12.3(b) shall apply (*mutatis mutandis*) to the provision of any indemnity (and cash security therefor) pursuant to Clause 12.4(a)(ii) or Clause 12.4(b)(ii).

Compensation for Late Redelivery

12.5

- (a) For the purposes of this Clause 12.5, “**Relevant Losses**” means any Losses suffered or incurred by Lessor as a consequence of Lessor being unable to lease or otherwise dispose of a Multiple Unit on or after the date for its redelivery to Lessor hereunder when Lessor would have done so were it not for a failure by Lessee to redeliver such Multiple Unit to Lessor on the date, at the place and/or in the condition required by this Agreement (or Lessor only being able to so lease or otherwise dispose of such Multiple Unit on less favourable terms than would otherwise have applied).
- (b) Without prejudice to Clause 12.3 and without in any way qualifying the obligations of Lessee under Clause 12.2, if Lessee fails to redeliver an Item of Equipment to Lessor on the date, at the place and in the condition required by this Agreement and, as a consequence, Relevant Losses arise, Lessee shall pay to Lessor on demand, by way of agreed compensation for such Relevant Losses an amount equal to the lesser of:
 - (i) the Daily Rate for that Item of Equipment, multiplied by the number of complete days from and including the required redelivery date for such Item of Equipment during which such failure by Lessee is continuing; and
 - (ii) the amount certified by Lessor as being its Relevant Losses attributable to the period from (and including) the required redelivery date for the relevant Multiple Unit to (but excluding) the date on which such failure by Lessee is cured or (if earlier) the amount of such Relevant Losses is otherwise determined.
- (c) Lessor shall take such steps as may be reasonably open to it to mitigate the extent of any Relevant Losses.

Deregistration

12.6 Upon redelivery of an Item of Equipment Lessee, at Lessee’s cost, will take all steps necessary to effect deregistration of:

- (a) its interest (and/or the interest of any SubLessee) as operator of the relevant Multiple Unit; and
- (b) if applicable, the Entity in Charge of Maintenance,

in each case, from within R2 and the National Vehicle Register, subject in each case to Lessor providing such assistance within its power as Lessee may reasonably require in connection with such deregistration, and Lessee will also provide such assistance as Lessor may reasonably require in registration of the interest of any new operator of such Multiple Unit in such register, but at no cost to Lessee.

Lack of Appropriate Facilities

- 12.7 Notwithstanding the provisions of Clause 12.3 and 12.4, Lessor shall not be permitted to exercise its options to require Lessee to rectify any non-compliance under Clause 12.3(a) or remove any Modification under Clause 12.4(a)(i) or complete any Modification under Clause 12.4(b)(i) unless, at the relevant time for such rectification or removal or completion of such Modification (as the case may be), Lessee has access to appropriate facilities for the carrying out of the relevant work (whether by virtue of the fact that Lessee continues at such time to be an operator under the Public Service Contract or otherwise).

13 INTERMEDIATE INSPECTION

Suspension when Lessee is a Public Sector Company

- 13.1 The provisions of Clauses 13.8, 13.11, 13.13, 13.14 and 13.15 will not apply for so long as Lessee is a Public Sector Company.

Intermediate Inspections

- 13.2 Without prejudice to Lessor's rights under Clause 12.1 (Final Inspection), Lessor and/or any person designated by Lessor will, at any time during the term of this Agreement and upon giving Lessee reasonable notice of its intention to do so, be entitled to:

- (a) inspect (or re-inspect) any of the Items of Equipment including, for the avoidance of doubt, the related performance history, Maintenance Information and Technical Records and any uninstalled Parts in order to verify that their condition as at the date of such inspection complies with (and Lessee shall ensure that such condition at all times complies with) the Ongoing Conditions; or
- (b) carry out a safety and environmental audit of any of the Items of Equipment and of Lessee's records in relation to the Items of Equipment in order to satisfy any potential safety concerns or environmental concerns of Lessor,

provided that no more than one such inspection under Clause 13.2(a) and no more than one such inspection under Clause 13.2(b) shall be carried out in any six (6) month period (unless an Event of Default has occurred and is outstanding or such inspection is made because the immediately previous inspection has identified instances where Items of Equipment do not comply with the Ongoing Conditions in any material respect) and such inspections (each an "**Intermediate Inspection**") shall not unreasonably disrupt the commercial operations of the Multiple Units with the intent (amongst other things) that passenger services shall not be interrupted by reason of Lessor exercising its rights under this Clause 13.2, and Lessee shall use all reasonable endeavours to facilitate Lessor's exercise of its rights under this Clause 13.

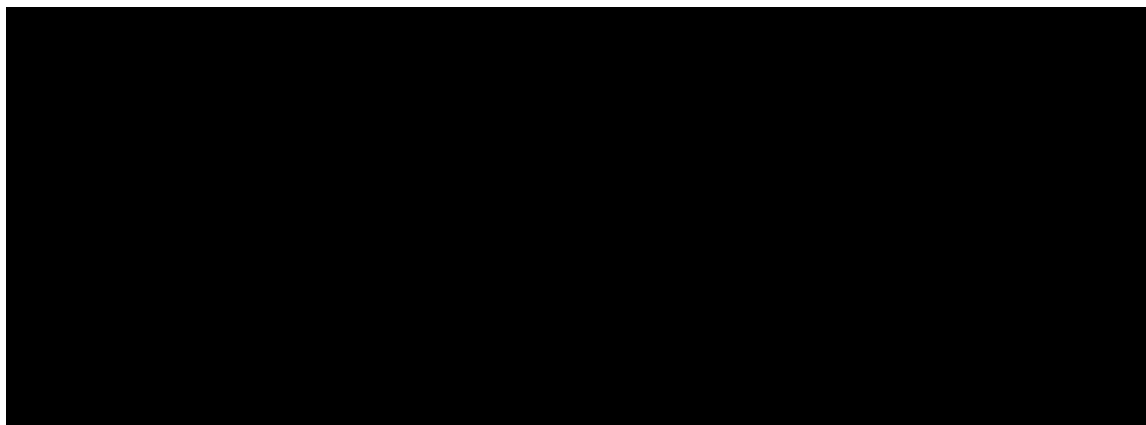
- 13.3 Lessee shall identify to Lessor a member of staff to co-ordinate availability of the Item(s) of Equipment, Technical Records, Maintenance Information and performance history and Lessor shall notify such person in advance of the date and time any such Intermediate Inspection will be carried out. When at any premises belonging to or in the occupation of or under the control of Lessee for the purpose of carrying out any such Intermediate Inspection, Lessor shall comply

with the reasonable safety instructions of the member of staff appointed by Lessee pursuant to this Clause 13.3.

- 13.4 Lessee will pay to Lessor on demand all reasonable out of pocket expenses incurred by Lessor in connection with any inspection carried out pursuant to this Clause 13 if:
- (a) an Event of Default has occurred and is outstanding at the time of such inspection;
 - (b) as a result of such inspection Lessee is required to provide security pursuant to Clause 13.8 or put in place a Rectification Plan pursuant to Clause 13.10; or
 - (c) such inspection is, in the reasonable opinion of Lessor, desirable as a prudent measure because a previous Intermediate Inspection has identified instances where an Item of Equipment does not comply with the Ongoing Conditions.
- 13.5 Lessee may in its absolute discretion request Lessor to carry out a re-inspection pursuant to Clause 13.2 whereupon Lessor will endeavour to carry out such re-inspection at the earliest practicable opportunity. Lessee will pay to Lessor on demand all reasonable out of pocket expenses incurred by Lessor in connection with any re-inspection carried out pursuant to Clause 13.2.
- 13.6 Other than a re-inspection contemplated by Clause 13.5, which Lessor shall endeavour to carry out in accordance with Clause 13.5, Lessor shall have no duty or liability to carry out such any inspection as would constitute an Intermediate Inspection as contemplated by Clause 13.2 and the provisions of Clause 12 (Redelivery) shall continue to apply to the relevant Item of Equipment whether or not Lessor shall exercise or shall have exercised its rights under this paragraph. Furthermore, Lessor shall have no liability arising out of any such inspection (as aforesaid) other than for damage or personal injury caused by its employees, servants, agents or representatives during the course of conducting such inspection and the discharge of their duties in respect of the same.
- 13.7 In relation to re-inspection (other than those carried out at Lessee's request as contemplated by Clause 13.5) Lessor will act reasonably having regard to all relevant circumstances when determining the period of time after the previous inspection when any such re-inspection shall be carried out.

Provision of Security in respect of Ongoing Condition

13.8



- 13.9 The determination as to whether or not the condition of the Items of Equipment complies with the Ongoing Conditions at the time of any inspection pursuant to Clause 13 will be at Lessor's sole discretion, acting reasonably. Any Dispute as to whether or not Lessor has acted reasonably shall be resolved in accordance with Schedule 13 provided that if Lessee fails to provide a representative to observe any such inspection and Lessee has been provided with reasonable notice of such inspection, Lessee shall not be entitled to challenge or dispute the reasonableness of Lessor's determination. For the avoidance of doubt, any Dispute over the reasonableness of Lessor's actions in determining the condition of the Items of Equipment shall not in any way affect Lessee's obligation to provide security pursuant to Clause 13.8.

Rectification Plan

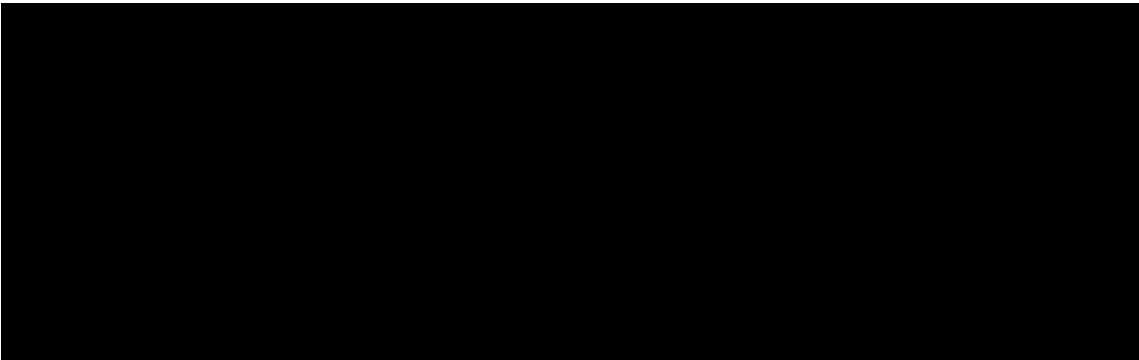
- 13.10 If at the time of any inspection pursuant to Clause 13.2 Lessor determines in its sole discretion (acting reasonably) that the condition of the Items of Equipment inspected does not comply with the Ongoing Conditions, Lessor will provide to Lessee details of such non-compliance and/or non-performance together with details of Lessor's reasonable estimate (based on those Items of Equipment actually inspected in accordance with Clause 13.16 (*Audit Sampling*)) of the quantum of such non-compliance or non-performance in terms of the cost of rectifying or repairing or otherwise making good all Items of Equipment in compliance or accordance with the requirements of the Ongoing Conditions ("**Quantum**"). If the Quantum (as determined by Lessor in its absolute discretion, acting reasonably) from time to time exceeds [REDACTED] in aggregate, Lessor will notify Lessee that the Quantum has been exceeded, and:
- (a) Lessee will, within thirty (30) Business Days (or such longer period as the parties may agree in writing (acting reasonably)) of receipt of Lessor's details of non-compliance and/or non-performance pursuant to Clause 13.8, prepare and provide to Lessor a proposed rectification plan setting out the actions Lessee will take in order to achieve compliance of the condition of the Items of Equipment with the Ongoing Conditions, and a proposed timetable therefor. Lessor shall consider Lessee's proposed rectification plan and may propose changes to the same. If Lessee agrees to such proposed changes, Lessee shall reflect such proposed changes to the rectification plan and, once approved by Lessor, such plan shall be the "**Rectification Plan**". In the event that Lessee does not agree such changes, Lessor and Lessee shall discuss (each acting reasonably) the proposed changes for a period of no more than ten (10) Business Days. If no agreement is reached within such period, Lessee shall reflect Lessor's proposed changes within the rectification plan and, once approved by Lessor, such plan shall be the "**Rectification Plan**";
 - (b) Lessee shall rectify, or procure the rectification of, the non-compliances and/or non-performances in accordance with the Rectification Plan; and
 - (c) if:
 - (i) no such Rectification Plan has been agreed between Lessor, Lessee and Maintenance Performer within the period identified in Clause 13.8(a) (through no fault of Lessor); and/or

- (ii) if any milestone, backstop date or other deadline as set out in such Rectification Plan is not achieved in accordance with the timelines set out in that Rectification Plan,

Lessee shall, upon Lessor’s request from time to time, exercise any and all such rights that Lessee has available to it under the Service Agreement to enforce the obligations of the Maintenance Performer under the Service Agreement, and of SAG under the SAG Service Bond, in a manner consistent with Lessor’s rights and interests in each Item of Equipment.

Realisation of Security

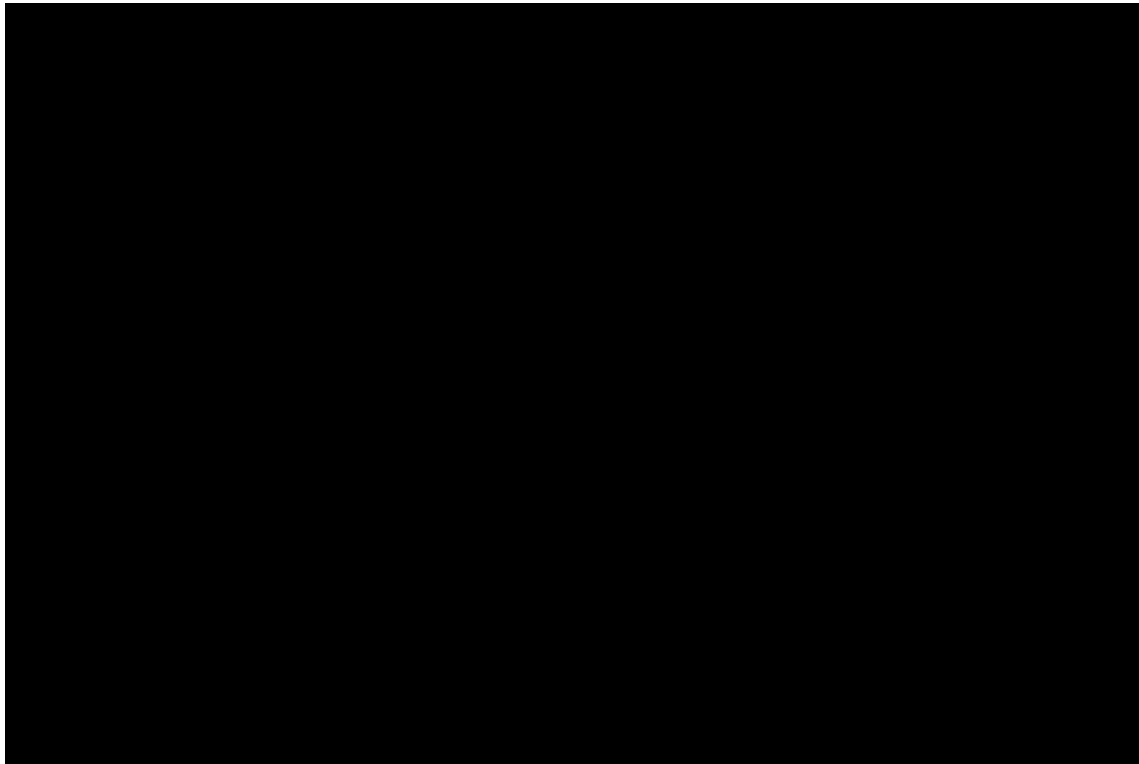
13.11



- 13.12 Interest accrued to the Lessor’s Account from time to time in respect of any monies deposited by Lessee therein pursuant to this Clause 13 shall be for the account of Lessor.

Release of Security

13.13



13.14

13.15

Audit Sampling

- 13.16 For the purpose of determining the level of any non-compliance and/or non-performance with the requirements of Clause 13, Lessee acknowledges that Lessor shall be entitled to inspect, pursuant to Clause 13.2, a sample of the Items of Equipment to be determined by Lessor in its absolute discretion and that, so long as any such sample is reasonably representative having regard to the nature or circumstances of any particular instance of non-compliance or non-performance, Lessor shall be entitled to rely on such samples (acting reasonably) for the purpose of evaluating the likely extent of any non-compliance or non-performance across all Items of Equipment (or part thereof) and for determining the Quantum.

14 EVENTS OF DEFAULT

- 14.1 The occurrence of any of the Events of Default will constitute a breach of condition and a repudiation (but not a termination) by Lessee of this Agreement.

Rights

- 14.2 If any Event of Default occurs, Lessor may at its option (and without prejudice to any of its other rights under this Agreement or at law), at any time thereafter whilst such Event of Default is continuing:
- (a) accept the repudiation by Lessee of this Agreement by Lessee and, by notice to Lessee, with immediate effect terminate the leasing of, and Lessee's right to lease, all or any of the Items of Equipment (but without prejudice to any outstanding and continuing obligations of Lessee under this Agreement), whereupon all rights of Lessee to lease the Items of Equipment the leasing of which has terminated shall cease, but Lessee shall pay to Lessor all amounts then due and payable by Lessee to Lessor under any Contract Document to which it is a party; and/or
 - (b) proceed by appropriate court action or actions (i) to enforce performance of this Agreement insofar as it relates to such Items of Equipment the leasing of which has been terminated, or (ii) to recover damages for the breach of this Agreement; and/or
 - (c) require Lessee to redeliver to Lessor such Items of Equipment the leasing of which has been terminated at the Redelivery Location in accordance with Clause 12.1 and deregister them in accordance with Clause 12.6. If Lessee fails to redeliver such Items of Equipment forthwith upon being required so to do, Lessor may, without prejudice to the provisions of Clause 12, take possession of such Items of Equipment and, for this purpose, Lessor may enter any premises belonging to or in the occupation of or under the control of Lessee where such Items of Equipment and/or any part thereof may be located and/or may cause such Items of Equipment to be redelivered to Lessor at the specified Redelivery Location by any lawful means; and/or
 - (d) require Lessee to pay the Termination Sum applicable to all Items of Equipment in respect of which the leasing has been terminated pursuant to Clause 14.2(a).

Any action under this Clause 14.2 shall be (i) without prejudice to the existing rights of Lessor as at the date of occurrence of the Event of Default, and any other action or remedy available to Lessor under applicable law; and (ii) subject to the exercise by the Secretary of State of her rights under the Direct Agreement.

Administration Order

- 14.3 If a railway administrator or an administrator appointed in respect of Lessee obtains a court order (the “**order**”) pursuant to Section 15 of the Insolvency Act 1986 or paragraph 72 of Schedule B1 of the Insolvency Act 1986 authorising the disposal of any Items of Equipment then, in addition and without prejudice to other amounts payable to Lessor hereunder, Lessee will immediately upon the disposal of such Items of Equipment pay to Lessor the net proceeds (within the meaning of the said Section 15 of the Insolvency Act 1986 or paragraph 72 of Schedule B1 of the Insolvency Act 1986) of the disposal of such Items of Equipment together with any sum which the court determines may be required to make good the deficiency referred to in Section 15(5)(b) of the Insolvency Act, 1986 (which Section, for the purposes of railway administration, has been modified pursuant to paragraph 5(2) of Schedule 6 to the Act or paragraph 72(3)(b) of Schedule B1 of the Insolvency Act 1986).

Re-leasing Rentals and Sale Proceeds

14.4

- (a) If at any time Lessee has paid to Lessor in full the aggregate Termination Sums (the ***Aggregate Termination Sums***) in respect of all Items of Equipment in respect of which the leasing has been terminated pursuant to Clause 14.2;
- (ii) Lessor subsequently becomes entitled to receive any amount by way of re-leasing rental or proceeds of sale in respect of any such Item of Equipment; and
- (iii) the new lessee’s or purchaser’s obligation to pay such amount to Lessor arises during the period commencing on the Redelivery Date and ending on the Scheduled Expiry Date, and the Termination Sums have not already been reduced by reference to such amount (by virtue of items “C” and “D” in Schedule 11),

then provided all other amounts due and owing by Lessee to Lessor under the Contract Documents to which Lessee is a party have been paid in full (and Lessor is satisfied acting reasonably that no such amounts are liable to be clawed back, set aside or adjusted as a result of any winding up or administration of Lessee), Lessor shall pay to Lessee by way of rebate of Rent (and, to the extent that such rebate exceeds the aggregate Rent paid by Lessee, by way of rebate of Termination Sum) an amount equal to the lesser of:

- (A) the Net Rental Proceeds (in the case of a re-lease) or the Net Disposal Proceeds (in the case of a disposal), in each case minus the Tax Compensation Amount for such Item of Equipment; and
- (B) the Aggregate Termination Sums, less any prior payments to Lessee pursuant to this Clause 14.4(a).

- (b) Lessor will take commercially reasonable steps to mitigate its losses arising from the termination of the leasing of the Items of Equipment by endeavouring to re-lease such Items of Equipment (unless Lessor determines in its absolute discretion that it is commercially preferable to sell rather than re-lease such Items of Equipment), in which case Lessor will take commercially reasonable steps to remarket and sell such Items of Equipment, having regard to then-prevailing market conditions.
- (c) Nothing in this Clause 14.4 shall be taken to confer on Lessee any right, title or interest in or to any of the Items of Equipment.
- (d) For purposes of this Clause 14.4:

Net Disposal Proceeds means, for such Item of Equipment, 95 per cent. of the sale or disposal proceeds (excluding rental proceeds under a re-lease) received by Lessor, less an amount equal to the costs, fees and expenses incurred by Lessor in terminating the leasing of such Item of Equipment and arranging or effecting the sale or disposal of such Item of Equipment, to the extent that Lessor has not otherwise been reimbursed for or recovered such costs, fees and expenses or the same have not been taken into account in any other calculation of Net Disposal Proceeds;

Net Rental Proceeds means, for any re-lease of such Item of Equipment:

- (a) in the case of a re-lease to the Secretary of State or her nominee pursuant to the Direct Agreement, the present value of all the rent for such Item of Equipment under such re-lease (net of any amounts which the Secretary of State is entitled to deduct from such rent by reference to the Termination Sum), such present value being determined by discounting each rent amount at the Discount Rate; and
- (b) in the case of any other re-lease (other than to the Secretary of State or her nominee pursuant to the Direct Agreement), 95 per cent. of the present value of all the rent for such Item of Equipment under such re-lease, such present value being determined on the same basis as under paragraph (a) above, less an amount equal to the costs, fees and expenses incurred by Lessor in terminating the leasing of such Item of Equipment and arranging or effecting such re-lease of such Item of Equipment (to the extent that Lessor has not otherwise been reimbursed for or recovered such costs, fees and expenses or the same have not been taken into account in any other calculation of Net Rental Proceeds) and any amount incurred by Lessor in maintaining or procuring maintenance of such Item of Equipment, if and to the extent that Lessor is obliged to maintain or procure such maintenance and is entitled to recover the cost thereof through the rent; and

Tax Compensation Amount means, in relation to such Item of Equipment, an amount (calculated by Lessor) necessary to compensate Lessor on an after-Tax basis for any additional Tax cost taking into account charges to Tax that would have arisen during the Lease Period (including without limitation any non-deductibility) arising to Lessor in respect of such Item of Equipment as a result of:

- (a) the receipt of the re-leasing rentals or proceeds of sale (as applicable); and

- (b) the payment to Lessee made in accordance with Clause 14.4(a).

15 NON-DEFAULT TERMINATION

Lessee undertakes to Lessor to do all such acts and execute such documents as Lessor reasonably requires (and for this purpose, it shall be reasonable for Lessor to require Lessee to do such acts and execute such documents as the Secretary of State may have requested of Lessor, provided the doing of such acts and/or the execution of such documents is within Lessee's reasonable control) to enable Lessor to comply with Clause 16 of the Direct Agreement.

16 INTELLECTUAL PROPERTY

The parties agree to comply with the provisions of Schedule 14.

17 ASSIGNMENT AND TRANSFER

Agreement Binding

- 17.1 This Agreement shall bind and enure to the benefit of Lessor and Lessee and their respective successors, permitted transferees and permitted assigns.

By Lessee

- 17.2 Lessee will not assign or transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any Security Interest over, any of its rights and/or obligations under this Agreement without the prior written consent of Lessor provided that in circumstances in which the Public Service Contract is terminated for any reason or expires by effluxion of time, in each case, prior to the Scheduled Expiry Date, Lessee may transfer by way of assignment and assumption all Lessee's rights and obligations under this Agreement to:

- (a) the Secretary of State; or
- (b) a Public Sector Company,

concurrently with such termination or expiry by way of an assignment, assumption and amendment deed substantially in the form set out in Schedule 15 (*Form of Lease Assignment and Assumption Deed*) without the consent of Lessor, provided that:

- (i) Lessee gives Lessor at least one (1) month's prior written notice of the date on which the Permitted Transfer is to occur (such notice to include the identity of the Public Sector Company (and, if applicable, the Permitted Operator to which the Public Sector Company is to sublease the Items of Equipment) or, as the case may be, to set out that the transferee is the Secretary of State); and
- (ii) the Secretary of State or, as the case may be, the Public Sector Company (or, as the case may be, the Permitted Operator to which the Public Sector Company subleases the Items of Equipment) will operate the Multiple Units only on the Relevant Network,

(any such transfer to the Secretary of State or a Public Sector Company being a "**Permitted Transfer**").

Lessee shall reimburse Lessor for Lessor's reasonable out of pocket costs and expenses and reasonable legal fees incurred in connection with any assignment, transfer or creating of security pursuant to this Clause 17.2.

By Lessor

17.3

- (a) Lessor will not without the prior written consent of Lessee (such consent not to be unreasonably withheld or delayed) sell any Item of Equipment or assign or transfer or create or permit to exist any Security Interest over, any of its rights and/or obligations under this Agreement or the Purchase Documents or any Item of Equipment, save as follows (for which such consent is not required):
 - (i) Lessor may assign its rights to all or part of the receivables under any of the Purchase Documents provided that the Financier provides in writing the covenants referred to in Clause 17.3(d);
 - (ii) Lessor may transfer its rights and obligations under this Agreement (in conjunction with a transfer of its rights and obligations under the Purchase Documents) to an affiliate or subsidiary of Lessor, provided that Lessor issues a guarantee in favour of Lessee with respect to the obligations of such affiliate or subsidiary (in form and substance reasonably acceptable to Lessee) and such affiliate or subsidiary provides in writing the covenants referred to in Clause 17.3(d);
 - (iii) Lessor may sell any Item of Equipment on the basis that Lessor takes a leaseback of such Item of Equipment from the purchaser, provided that the purchaser provides in writing the covenants referred to in Clause 17.3(d); and
 - (iv) Lessor may create any Financier Lien over any Item of Equipment and/or assign by way of security to a Financier its rights under this Agreement (together with its rights under the Purchase Documents), provided that the Financier provides in writing the covenants referred to in Clause 17.3(d).
- (b) Lessee will promptly execute all documents (including without limitation any Security Direct Agreement in a form reasonably acceptable to Lessee) and make any filings or registrations reasonably requested by Lessor to effect, perfect, record or implement any such sale, transfer, creation of security or assignment, and will promptly comply with any other reasonable requests of Lessor, its successors and assigns in respect of the same. Lessor shall reimburse Lessee for Lessee's reasonable out of pocket costs and expenses and reasonable legal fees incurred in connection with such documentation and the making of such filings or registrations. In particular (without limitation), Lessee shall (in exchange for the covenants specified in Clause 17.3(d)) acknowledge in favour of the assignee that upon exercising Lessor's rights such assignee shall not be obliged to pay or perform any obligations of Lessor remaining unperformed prior to the Enforcement Date.
- (c) Lessee will not be required to make any payment under this Agreement following any sale, transfer, creation of security or assignment by Lessor permitted under paragraph (a) above (a "**Permitted Assignment**") which is in excess of the amount which it would

have been required to pay had the Permitted Assignment not taken place and such Permitted Assignment shall not, increase any other or impose any additional obligation or liability on Lessee or cause any diminution in the rights of Lessee under this Agreement.

(d) Lessor will procure that any person:

- (i) to which Lessor assigns by way of security any of its rights under this Agreement;
- (ii) to which Lessor sells any Item of Equipment on the basis that Lessor takes a leaseback of such Item of Equipment from that person; or
- (iii) in favour of which Lessor creates any Financier Lien over any Item of Equipment,

as a pre-condition of the completion of any such assignment, sale or creation:

- (A) issues a quiet enjoyment covenant to Lessee in substantially the same form as that set out in Clause 7.1;
- (B) covenants that it will comply with the provisions of Clause 10.4 (in return for express confirmation from Lessee that it has the benefit of the indemnity in Clause 10.1) for such time as it still has the benefit of such indemnity; and
- (C) covenants that, if and to the extent that it is enforcing its rights in respect of any Item of Equipment and/or under this Agreement it will not interfere with the exercise of any of Lessee's rights under this Agreement.
- (iv) The restrictions in Clause 17.3(a) shall cease to apply if Lessor or Lessee terminates the leasing of all the Multiple Units pursuant to the provisions of this Agreement, with effect from the date of termination.

17.4 Notwithstanding Clauses 17.2 and 17.3, Lessor and Lessee consent to a novation of this Agreement in accordance with clause 16 of the Direct Agreement.

18 MISCELLANEOUS

Waivers, Remedies Cumulative

18.1 The rights of the Parties under this Agreement:

- (a) may be exercised as often as Lessor or Lessee (as the case may be) considers appropriate;
- (b) are cumulative, in addition to, and not exclusive of its rights under any law; and
- (c) may be waived or varied only by an express waiver or variation in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver or variation of that right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right. No act or course of conduct or negotiation on Lessor's or Lessee's (as the case may be) part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

Delegation

- 18.2 Lessor may delegate to any person or persons all or any of the powers or discretions vested in it by this Agreement, and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as Lessor in its absolute discretion thinks fit. Lessor will consult with Lessee prior to any such delegation and will have due regard to Lessee's representations, if and to the extent that such delegation affects the performance by the parties of their respective obligations hereunder or the exercise of their respective rights hereunder. Notwithstanding any such delegation, Lessor shall remain primarily liable for the performance and observance of all of its obligations under this Agreement to the same extent as if no such delegation had occurred.

Severability

- 18.3 If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

Remedy

- 18.4 If Lessee fails to comply with any provision of this Agreement, Lessor may, without being in any way obliged to do so or responsible for so doing and without prejudice to the ability of Lessor to treat the non-compliance as an Event of Default (if any applicable grace period has expired), having first given Lessee notice and (unless Lessor reasonably believes that remedy must be immediate) the opportunity to remedy the same, effect compliance on behalf of Lessee, whereupon Lessee shall become liable to pay immediately upon demand any sums properly incurred by Lessor together with all fees, costs and expenses (including legal fees) properly incurred by Lessor in connection therewith.

Time of Essence

- 18.5 The time stipulated in this Agreement for all payments payable by Lessee to Lessor and for the performance of Lessee's other obligations under this Agreement (or in the case of any grace period the date on which such period ends) will be of the essence of this Agreement.

Indemnities and Contracts (Rights of Third Parties)

- 18.6 Subject to Clause 18.6(b), Lessor and Lessee do not intend any third party to have the right to enforce any provision of this Agreement or (except as otherwise stated therein) any other Contract Document under the Contracts (Rights of Third Parties) Act 1999. Each Indemnitee

shall be entitled to enforce those provisions of this Agreement which are expressed to be for its benefit. Lessor and Lessee may rescind, vary, terminate or amend this Agreement without reference to, or the consent of, any such Indemnitee.

Sole and Entire Agreement

- 18.7 Unless otherwise expressly agreed by the parties, this Agreement and the documents referred to in this Agreement are the only and entire agreement between Lessor and Lessee in relation to the leasing of the Items of Equipment, and supersede all previous agreements in relation to such leasing.

Counterparts

- 18.8 This Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same document.

Variation

- 18.9 The provisions of this Agreement shall not be varied otherwise than by an instrument in writing executed by or on behalf of Lessor and Lessee.

Non-Reliance

- 18.10 Lessor acknowledges that, in entering into this Agreement, Lessor has not relied and will not rely on any representations, warranties or undertakings by Lessee other than those expressly set out in this Agreement or in any notices, certificates or other documents delivered pursuant to the terms and conditions of this Agreement.

Anti-Bribery Laws and Anti-facilitation of Tax Evasion Laws

- 18.11 Lessor and Lessee shall at all times comply with the Anti-Bribery Laws and the Anti-facilitation of Tax Evasion Laws and not take any action, and procure that none of its respective directors, officers and agents take any action, directly or indirectly, in connection with any Contract Document to which they are a party, which would expose the other party to the risk of violating the Anti-Bribery Laws or the Anti-facilitation of Tax Evasion Laws.

Anti-slavery Laws

- 18.12 In performing their obligations under this Agreement, each of Lessor and Lessee shall (and shall ensure that each of its sub-contractors shall):
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015;
 - (b) have and maintain until the last Expiry Date on which an Item of Equipment is redelivered in accordance with this Agreement its own policies and procedures to ensure its compliance with the same; and

- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

19 NOTICES

Form and Time of Notices

- 19.1 All notices under, or in connection with, this Agreement will, unless otherwise stated, be given in writing by letter or e-mail on a Business Day. Any such notice is deemed to be given as follows:
- (a) if sent by post, on the third Business Day after posting (first class postage pre-paid);
 - (b) if sent by courier, when delivered; or
 - (c) if sent by e-mail, when received
- 19.2 Any notice, notification or other communication under or in connection with Schedule 9 or any Dispute under or in connection with this Agreement shall be in writing and shall be delivered by hand or recorded delivery or sent by pre-paid first class post to the relevant party at the address for service set out in Clause 19.4 (*Notice Details*).
- 19.3 Without prejudice to Clause 19.1 and Clause 19.2, if a party gives a signed notice by email pursuant to Clause 19.1(c), that party shall within one Business Day send a copy of such signed notice by post to the address of the other party set out in (or otherwise specified in accordance with) Clause 19.4 (*Notice Details*) and Clause 19.1(a) shall apply in respect of such posted signed notice..

Notice Details

- 19.4 The address and e-mail address of Lessee and Lessor are as follows (or such other address or e-mail address notified in writing by the relevant party to the other party):

Lessee:

Address: South Western Railway Limited
4th Floor
South Bank Central
30 Stamford Street
London
SE1 9LO

Attention: [Redacted]
E-mail: [Redacted]

Lessor:

Address: Angel Trains Limited
123 Victoria Street
London SW1E 6DE

Attention: Company Secretary
E-mail: [Redacted]

20 CONFIDENTIALITY

General

20.1 Each party agrees that it will keep this Agreement and all documents related hereto, and all information and data furnished hereunder or in connection with the transactions contemplated by this Agreement, confidential and that this Agreement and all such documents, information and data will not be furnished or disclosed by it to any other person (except as specified in Clause 20.2) without the other party's prior written consent. Without prejudice to the restrictions in Clause 20.1(a), Lessor shall keep details of the Maintenance Programme confidential throughout the Lease Period in relation to each Item of Equipment and always thereafter, save that Lessor may disclose the Maintenance Programme to any potential subsequent lessee or operator who enters into a confidentiality undertaking with Lessee in terms equivalent to this Clause (b)20.1 .

- (c) In fulfilling its obligations under this Clause 20.1, each party shall only be required to use the same degree of care to prevent unauthorised disclosure of the information described above as it would use to prevent the disclosure of its own commercial and financial information of the same or similar nature and which it considers proprietary or confidential.

Permitted Disclosures

20.2 The restrictions in Clause 20.1 shall not apply to any disclosure of any information referred to above:

- (a) to any Government Authority or any Tax Authority, or as required by law;
- (b) which is reasonably required to be made available to the Maintenance Performer to enable it to perform its obligations under the Service Agreement (or any subsequent service agreement) or which is necessary or desirable to be made available to any other provider of maintenance, modification, overhaul, repair or related services in respect of the Multiple Units (but this paragraph (b) shall not permit disclosure of any part of Schedule 10 or Schedule 11);
- (c) to (i) any Financier (providing it agrees to be bound by similar terms to this Clause 20), or (ii) (in the case of Lessor) any rating agency, or (iii) lawyers, accountants and others providing professional services to Lessee, Lessor, any Financier or (in the case of Lessor) any rating agency (provided that the same is subject to a professional obligation of confidentiality);
- (d) to any member of the Lessor Group (other than any member of the Lessor Group which operates as a lessee or operator of UK based rolling stock and is a direct competitor of Lessee);
- (e) to any Holding Company of Lessee (other than any member of the Lessee Group which operates as a lessor of UK-based rolling stock and is a direct competitor of Lessor);
- (f) which is in the public domain other than pursuant to a breach by the disclosing party;
- (g) which was made available to the disclosing party on a non-confidential basis;

- (h) which is required in connection with any litigation;
- (i) which is required in connection with a disposition or other transfer of rights permitted hereunder, or of shares in Lessor or Lessee (as applicable) where the proposed transferee has agreed in writing to be bound by the provisions of this Clause 20; or
- (j) to the extent that such disclosure is expressly permitted by this Agreement.

21 GOVERNING LAW

Governing Law

21.1 This Agreement and any non-contractual obligations arising out of or in connection with it is governed by, and shall be construed in accordance with, the laws of England.

Jurisdiction

21.2 Subject to the terms of Schedule 13, the English courts have exclusive jurisdiction to hear or otherwise decide any suit, application, action or other proceedings (“**Proceedings**”) which may arise out of or in connection with this Agreement (including in relation to any non-contractual obligations arising out of or in connection with this Agreement) and, for these purposes, each party irrevocably submits to the jurisdiction of the English courts. Each party irrevocably:

- (i) waives any objection which it might at any time have to the English courts being nominated as the forum to hear or otherwise decide any Proceedings; and
- (ii) agrees not to claim that the English courts are not a convenient or appropriate forum.

22 DISPUTES

22.1 Any Dispute shall be resolved in accordance with Schedule 13.

IN WITNESS whereof the parties hereto have executed this Agreement, and the same is intended to be and is hereby delivered, on the date shown at the beginning of this Agreement.

Schedule 1

Definitions and Interpretation

1 DEFINITIONS

1.1 The following words and expressions have the respective meanings set forth below:

“Acceptance” means, in respect of any Item of Equipment, that such Item of Equipment has been Accepted;

“Accepted” means, in respect of any Item of Equipment, that a Delivery Certificate in respect of such Item of Equipment has been executed and delivered to Lessor by Lessee or deemed to have been executed and delivered to Lessor by Lessee;

“Act” means the Railways Act 1993, as amended and/or superseded by the Transport Act 2000, the Railways and Transport Safety Act 2003, the Railways Act 2005 and the Passenger Railway Services (Public Ownership) Act 2024, and as further amended and/or re-enacted from time to time, and, in each case, together with any regulations or orders made pursuant thereto;

“Agreed Value” has the meaning given to it at paragraph 2 of Schedule 8;

“Anti-Bribery Laws” means all applicable laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

“Anti-facilitation of Tax Evasion Laws” means all Applicable Laws relating to tax evasion and the facilitation of tax evasion, including Part 3 of the Criminal Finances Act 2017;

“Applicable Laws” means all or any laws, statutes, proclamations, by-laws, directives, regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law at any time or from time to time in force in, or applicable to or in respect of, the United Kingdom which are or which may become applicable to this Agreement or any Item of Equipment or which relate to the ability of the Multiple Units to access Network Rail’s facilities and infrastructure, including without limitation all Standards, NTSNs, the Rule Book, the RIRs, the ROGS, Lessee’s Safety Certificate, Environmental Laws and Environmental Permits and the requirements of the HSE, the Rail Regulator, the Secretary of State, the DfT, the RSSB and any other authorised person (including without limitation any person who regulates, either de jure or de facto, access to Network Rail facilities and infrastructure) which from time to time produces standards, including (without limitation) all instruments, regulations, requirements, standards, rules, safety certificates and other documents contemplated by, made or entered into under or pursuant to any of the same;

“Approved Body” has the meaning given to it in the RIR Exit SI;

“Assumed Mileage” means, for each calendar year, the number of miles which is assumed will be travelled during such calendar year by:

- (a) all the Class 444 Multiple Units leased under this Agreement during such period, being the product of two hundred and twenty thousand (220,000) miles and the aggregate number of all Class 444 Multiple Units leased under this Agreement; and

- (b) all the Class 450 Multiple Units leased under this Agreement during such period, being the product of one hundred and twenty-eight thousand (128,000) miles and the aggregate number of all Class 450 Multiple Units leased under this Agreement,

and Assumed Mileage for any period shorter or longer than a calendar year or for any Multiple Unit leased for a period shorter than a calendar year shall be ascertained on a pro-rata basis;

“Basic Rent” has the meaning given to it in paragraph Part A of Schedule 10;

“Business Day” means a day (other than a Saturday or a Sunday or holidays scheduled by law) on which banks are open for domestic business in the City of London;

“CAA” means the Capital Allowances Act 2001;

“Capital Allowances” means any writing down allowances made in respect of capital expenditure on plant and machinery under Part 2 of the CAA and/or under any other enactment for the time being in force providing for the making of similar allowances and/or giving similar reliefs, whether introduced in addition to or as a replacement for the same;

“Certificate of Verification” means a certificate drawn up by an Approved Body or a Designated Body as part of the verification assessment procedure for a structural subsystem;

“Class 444 Multiple Units” means each of the Class 444 multiple units each comprising five Vehicles specified in Schedule 16, Part A;

“Class 450 Multiple Units” means each of the Class 450 multiple units each comprising four Vehicles specified in Schedule 16, Part A;

“Contract Documents” means:

- (a) this Agreement;
- (b) the Service Agreement;
- (c) the SAG Service Bond;
- (d) the Siemens Non-Compliance Letter Agreement;
- (e) the Outgoing Lessee Non-Compliance Letter Agreement;
- (f) the DAS Side Letter;
- (g) the Sanding Modification Side Letter;
- (h) the Enhancement Investment Side Letter;
- (i) any direct agreement executed by Lessee in favour of any Financier; and
- (j) each notice, acknowledgement and other document to which Lessee is a party and which is issued pursuant to the terms of any of the foregoing or is designated in writing as a Contract Document by Lessor and Lessee;

“Contractor” means Siemens Mobility Limited, a company incorporated under the laws of England and Wales (company number 00016033) whose registered office is at Sixth Floor, The Lantern, 75 Hampstead Road, London, England, NW1 2PL;

“Core Rent” has the meaning given to it in Part A of Schedule 10;

“Corporation Tax” means corporation tax within the meaning of section 2 of the Corporation Tax Act 2009 and/or tax of a similar nature if provided for in addition to or in substitution for corporation tax;

“Daily Rate” means, for any Item of Equipment, an amount determined by dividing the monthly Basic Rent for such Item of Equipment by 30;

“DAS Side Letter” means the side letter dated on or around the date of this Agreement between Lessor and Lessee in relation to the removal and re-installation of the DAS;

“Default” means any Event of Default or any event or condition which with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the following would become an Event of Default;

“Default Rate” means the interest rate determined in accordance with paragraph 8 of Part B of Schedule 10;

“Defect” means, in relation to any Item of Equipment, any problem with or deficiency in that Item of Equipment (including, without limitation, any non-conformance with the Specification) and including, without limitation, any such problem, deficiency or non-conformance which is caused by accident, misuse or criminal damage whether or not the problem, deficiency or non-conformance qualifies as a Defect (as defined in the Service Agreement);

“Deliverable Documentation” has the meaning given to it in the Purchase Agreement;

“Delivery Certificate” means a certificate in substantially the form set out in Part A of Schedule 5 to be executed or, as the case may be, executed by or on behalf of Lessee;

“Delivery Conditions” means the conditions and requirements specified in Part A of Schedule 4;

“Delivery Location” means, in respect of an Item of Equipment, its location at its Expected Delivery Date or such other location as Lessor and Lessee may agree in writing;

“Designated Body” has the meaning given to it in the RIRs;

“DfT” means the Department for Transport and/or any successor to its functions under Applicable Laws;

“Direct Agreement” means the direct agreement dated 23 April 2001 entered into between Lessor and the SRA (as predecessor to the Secretary of State) in relation to the Multiple Units the subject of this Agreement, as amended from time to time;

“Discount Rate” means, in relation to any particular series of amounts (**“Relevant Payments”**) payable on future dates (**“Future Dates”**) which are required to be discounted to present value

at a particular date (“**Present Date**”) the fixed interest rate per annum which would be payable on a deposit, made with a prime bank in London at the market rate on the Present Date, of an amount necessary to produce repayment instalments (including interest) on the Future Dates equal to the Relevant Payments;

“**Dispute**” means any difference, controversy, claim, or dispute of whatever nature between Lessee and Lessor arising under, out of or in connection with this Agreement or any related agreement (including, without limitation, any question of breach, interpretation, validity, effect, performance or termination of this Agreement or any related agreement, and including any non-contractual obligations arising out of or in connection with this Agreement or any related agreement);

“**DS**” means the Contractor’s Design Statement set out in Part 2 of Schedule 1 to the Purchase Agreement;

“**Effective Time**” has the meaning given to it in Clause 4.1;

“**Enforcement Date**” means, the date on which a holder of any Security Interest takes any steps whatsoever (including the taking of possession, or the appointment of a receiver, administrative receiver, manager or similar person) to enforce any of its rights under any Security Interest, or where no steps are required to be taken by a holder of the Security Interest, the date on which the Security Interest is enforced by any Financier or otherwise so as to diminish the rights which Lessor previously enjoyed over this Agreement or any Purchase Document or any Item of Equipment;

“**Enhancement Rent**” has the meaning given to it in Part A of Schedule 10;

“**Enhancement Investment Side Letter**” means the side letter dated on or around the date of this Agreement between Lessor and Lessee in relation to certain enhancements in respect of the Multiple Units;

“**Entity in Charge of Maintenance**” means the entity registered as the entity in charge of maintenance of the Multiple Units in the National Vehicle Register;

“**Environment**” means air, water or land (including, without limitation, air, water and land within natural or man-made structures above or below ground);

“**Environmental Laws**” means all or any law (whether civil, criminal or administrative), common law, statute, statutory instrument, treaty, regulation or directive relating to Environmental Matters which are, or at any time or from time to time are, in force as law in the United Kingdom, together with any guidance notice (whether or not having the force of law) produced by a Government Authority including without limitation, the Guidance on Contaminated Land and regulations under Section 57 of the Environment Act 1995 which relate to the Environment or Environmental Matters and the Town and Country Planning Act 1971 and, in each case, any subsequent amendments to the same;

“**Environmental Matters**” means:

- (a) pollution or contamination of the Environment;
- (b) exposure of any person to Hazardous Substances or Waste;

- (c) the creation of any noise, vibration, radiation, common law or statutory nuisance, or other harm to the Environment and/or the health and safety of any human being; and
- (d) the health and safety of any human being;

“Environmental Permits” means all or any permits, licences, consents, approvals, certificates, qualifications, specifications, registrations and other authorisations, including any conditions attaching to the same required under any Environmental Laws for the operation, leasing, maintenance, repair, safety and delivery of any Item of Equipment, or the performance by Lessor or Lessee of any of their respective obligations under this Agreement;

“Escrow Agreement” means the escrow agreement dated 30 May 2001 between the Contractor, Lessor and NCC Escrow International Limited, as amended from time to time;

“Escrow Materials” means those materials held by or to be held by NCC Escrow International Limited pursuant to the Escrow Agreement;

European Standardisation Body means, together, CEN, CENELEC and ETSI and any one of them;

“European Standards (ENs)” means, in accordance with Directive 98/34/EC, a standard adopted by a European Standardisation Body and made available to the public, and, for the purposes of this definition, “standard” means a document that provides rules, guidelines or characteristics for activities or their results, for common and repeated use, or such other definition as is given to such term by a European Standardisation Body;

“Event of Default” means an event or condition specified in Schedule 9;

“Event of Loss” means, with respect to any Item of Equipment:

- (a) the actual or constructive total loss of such Item of Equipment (including any damage to such Item of Equipment or requisition for use or hire which, in either case, results in an insurance settlement on the basis of a total loss); or
- (b) it being destroyed, damaged beyond economic repair or rendered permanently unfit for normal use for any reason whatsoever (including, without limitation, destruction or damage caused by act of terrorism or act of war); or
- (c) the requisition of title, or other compulsory acquisition, requisition, expropriation or confiscation for any reason of such Item of Equipment by any Government Authority, but excluding requisition for use or hire not involving requisition of title; or
- (d) the condemnation, confiscation, capture, deprivation, seizure or requisition for use or hire of such Item of Equipment (other than requisition for use or hire by any Government Authority) which deprives any person permitted by this Agreement to have possession and/or use of such Vehicle of its possession and/or use for more than 120 days,

and an Event of Loss (as defined above) in respect of a Vehicle shall constitute an Event of Loss in respect of the Multiple Unit in which such Vehicle is comprised;

“Excluded Loss” means, in relation to an Indemnitee, any Loss to the extent that such Loss:

- (a) is the subject of another indemnity or other payment provision of this Agreement or the Purchase Agreement in favour of such Indemnatee or would have been but for a limitation on liability or recovery or expiry of any claim period contained therein; or
- (b) arises as a result of the Gross Negligence or wilful misconduct of such Indemnatee; or
- (c) in relation to any Item of Equipment, arises after the end of the Term for such Item of Equipment and is not attributable to any event or circumstance relating to such Item of Equipment (including an act or omission of Lessee, negligent or otherwise) occurring on or prior to the Expiry Date (or, if later, prior to the Redelivery Date); or
- (d) arises as a result of a Lessor Lien; or
- (e) arises as a result of a default by Lessor in the performance of its express obligations under any Contract Document to which it is a party; or
- (f) arises as a result of any representation or warranty of Lessor in Clause 2.2 proving to have been incorrect when made in any material respect; or
- (g) has otherwise been reimbursed to such Indemnatee out of proceeds of the Insurances in accordance with the terms of this Agreement or by payment of the Agreed Value under Clause 11.1(a); or
- (h) arises as a result of the loss of any anticipated income, profit or gain; or
- (i) constitutes amounts payable by Lessor to any member of the Lessor Group or to any Financier to compensate such member or such Financier for premature termination of any funding, hedging or other financing arrangements; or
- (j) represents a liability to Tax or loss of any Relief; or
- (k) consists of a decline in the residual value of a Multiple Unit, whether by virtue of market values or by reference to any Defect (but without prejudice to Lessee's obligations under this Agreement with regard to the maintenance and redelivery of the Multiple Units);

“Excluded Taxes” means each of the following:

- (a) any Tax to the extent that it would not have arisen but for the reasonably avoidable delay or failure by Lessor or any member of the Lessor Group in the filing of Tax returns or the payment of Taxes assessed on Lessor or any member of the Lessor Group, unless and to the extent that Lessee has requested in writing, or consented in writing to, such delay or failure, or such delay or failure arises from a failure by Lessee promptly to provide Lessor or any member of the Lessor Group (as the case may be) with adequate information which is available to Lessee in order to enable Lessor or any member of the Lessor Group (as the case may be) to file the relevant Tax return or pay such Tax, which delay has not been consented to (in writing), caused by or requested (in writing) by Lessor;
- (b) any Tax which is imposed by way of deduction or withholding from any payment due from Lessee under this Agreement to Lessor;

- (c) any loss of Relief or Tax which is suffered by Lessor by reason of the non-deductibility for the purposes of Taxation of any payment made by Lessor to Lessee;
- (d) any Tax which is suffered by Lessor by reason of the wilful misconduct, negligence or recklessness of Lessor or any member of Lessor's Group which is, in the case of negligence, inconsistent with the good commercial practice of entities of equivalent standing to Lessor or that member of Lessor's Group in the management of leasing transactions similar to the transactions established by this Agreement or by reason of breach of this Agreement by Lessor;
- (e) any loss or Relief or Tax liability in respect of which Lessor is indemnified under another provision of this Agreement or the Purchase Agreement;
- (f) any loss of Relief or Tax liability to the extent that an upward adjustment to Rent is made, or an additional Rent is payable, pursuant to Part A of Schedule 10 in respect of the same subject matter;
- (g) any Corporation Tax in respect of Lessor's, or any member of the Lessor Group's, overall net income, profits or gains;
- (h) any Tax which would not have arisen but for Lessor carrying on a business activity other than pursuant to or in accordance with the Contract Documents; or
- (i) any Tax which arises as a result of anything which, before it occurs, has been specifically requested by, or specifically consented to, in writing by Lessor;

"Excusable Delay" means, with respect to delivery or acceptance or redelivery of any Item of Equipment by any party (or its sub-contractor or agent), delay or non-performance by such party due to or arising out of acts of God or insurrection, fire, flood, other extreme weather condition, explosion, epidemic, any act of Government Authority affecting, directly or indirectly, such Item of Equipment, strike or labour dispute (other than a strike by, or labour dispute involving, such party's own employees or sub-contractors or agents) causing cessation, slowdown or interruption of work, damage, destruction or loss, or any other cause (whether above-mentioned or not, and whether or not similar to the foregoing) to the extent that such cause is beyond the control of such party, provided always that the party seeking to rely on any such cause shall have used its reasonable endeavours to mitigate the effect of such cause on its ability to deliver or accept or redeliver (as the case may be) the relevant Item of Equipment;

"Expected Delivery Date" means the date on which the Effective Time falls or such other date as may be agreed between Lessor and Lessee in writing, subject, in each case, to any extension pursuant to Clause 4.10 (Delay);

"Expiry Date" means, in relation to any Item of Equipment, the Scheduled Expiry Date, or, if earlier:

- (a) the date on which such Item of Equipment is redelivered to Lessor or is otherwise repossessed or recovered by Lessor pursuant to this Agreement; or
- (b) (following such Item of Equipment suffering an Event of Loss), the date determined in accordance with Clause 11.1(b) (in respect of any Multiple Unit) or the date on which

Lessor receives title to a replacement item following an Event of Loss pursuant to Clause 11.1(d) (in respect of any item of Spares or Special Tools); or

- (c) the date on which Lessor terminates the leasing of such Item of Equipment following the occurrence of an Event of Default;

“Final Inspection” has the meaning given to it in Clause 12.1(a);

“Financial Indebtedness” means any indebtedness in respect of:

- (a) moneys borrowed or raised;
- (b) any liability under any debenture, bond, note, loan stock, acceptance, documentary credit or other security;
- (c) any liability under any interest or currency exchange agreement, forward interest rate or forward currency exchange rate agreement or other hedging instrument;
- (d) the acquisition cost of any asset, to the extent payable before or after the time of acquisition of such asset (to the extent not falling within paragraph (a) of this definition) by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset; or
- (e) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any of the above;

“Financier” means:

- (a) any person which from time to time agrees to provide financing facilities of any type (including without limitation any hedging and debt securities) to, or for the benefit of, Lessor or any person referred to in paragraph (c) below in respect of any Item of Equipment and/or for whose benefit any Lessor Lien over, or rights in the nature of a Lessor Lien relating to any Item of Equipment and/or this Agreement and/or Contract Document and/or any Purchase Document and/or the Service Agreement is granted;
- (b) any person which from time to time serves as security agent and/or trustee for one or more financial institution falling within (a) above; and
- (c) with respect to any Item of Equipment, the owner of such Item of Equipment (if not Lessor) and any other person (other than a person falling within (a) or (b) above) who has a leasehold, proprietary or security interest in such Item of Equipment;

“Financier Lien” means any Lessor Lien granted in favour of any Financier;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced contractor, experienced in undertaking work similar to the Maintenance and Repairs;

“Government Authority” means:

- (a) the Secretary of State, the DfT, any person to whom the Secretary of State or the DfT devolves powers in connection with the provision of railway services on the Relevant Network (including, without limitation, TfL but excluding any trading company which acts, or is capable of acting, as the “Lessee”), the Rail Regulator, Network Rail (in its capacity as the person responsible for any of (i) the acceptance of Safety Management Systems under the ROGS, (ii) Railway Group Standards and (iii) the giving, or as the recipient, of any Relevant Consents), the RSSB, and the HSE, any applicable Approved Body and any applicable Designated Body (or any successor organisation or delegates to any of the aforementioned bodies or organisations), and any other local or national or supranational agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom; and/or
- (b) any governmental authority or statutory, legal, fiscal, monetary or administrative body (whether domestic, foreign, international, supranational, state or local) which operates or has jurisdiction, directly or indirectly, in the United Kingdom; and/or
- (c) any instrumentality, commission, court or agency of any of the above, however constituted; and/or
- (d) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant;

“Group” means, in relation to any company, that company and any company which is a Holding Company or Subsidiary of that company and any Subsidiary of any such Holding Company;

“Gross Negligence” means any intentional or conscious action or decision which is taken with reckless disregard for the consequences of such action or decision;

“Hazardous Substances” means any or all materials or substances of any form whether natural or artificial, solid, liquid, gas or vapour or any mixture of the same which alone or in combination with others:

- (a) are capable of polluting or causing harm to, or are prejudicial to, the Environment or human health or living organisms;
- (b) are specifically regulated under any Environmental Laws;
- (c) would require investigation or remediation under any Environmental Laws; or
- (d) are generally known to be hazardous to health and safety of people or to the durability of vehicles, finishes and/or plant and machinery in the particular circumstances in which they are used in relation to any Item of Equipment (including but not limited to, polychlorinated biphenyls and toilet effluent) and which have been published in any reputable industry publication or press as being so hazardous;

“Holding Company” means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

“HSE” means the Health and Safety Executive and any other statutory authority having the power to investigate railway accidents;

“Indemnatee” means any of Lessor and any Financier and any of their directors, officers, and employees;

“Insurances” means (a) all policies and contracts of insurance (including any reinsurances) taken out in respect of the Multiple Units; and (b) all the benefits of such policies and contracts of insurance, including all claims of whatsoever nature thereunder and returns of premium in respect thereof;

“Intellectual Property Rights” means all intellectual property rights including, without limitation, patents, designs, trade marks, trade names, copyrights, rights in technical information including know-how, in each case, whether or not registered and including applications for the registration or grant of any of the foregoing and further including any such rights in specifications, drawings and technical descriptions, software, research and development data, manufacturing methods and data, formulae algorithms, prototypes and research materials;

“Intermediate Inspection” has the meaning given to it in Clause 13.2(a);

“Intermediate Inspection Date” means a date on which Lessor inspects any Item of Equipment pursuant to Clause 13;

“Item of Equipment” means (a) any Multiple Unit; (b) any Vehicle; (c) any item of Spares; and (d) any Special Tool (and as at the Expected Delivery Date, being those items listed in Schedule 16);

“Lease Period” means, in relation to each Item of Equipment, the period commencing on the Effective Time and ending on its Expiry Date, as such period may be automatically extended with respect to any Item of Equipment pursuant to the provisions of this Agreement (including, but not limited to, the provisions of Clauses, 12.3(a), 12.4(a)(i) and 12.4(b)(i));

“Lessee Conditions Precedent” means the conditions specified in Part 1 of Schedule 3;

“Lessee Group” means Lessee and its Group;

“Lessee Part” means any component, furnishing or equipment furnished with or relating to any Item of Equipment (whether or not installed on that Item of Equipment), provided that:

- (a) Lessor has not incurred any capital expenditure in respect of such component, furnishing or equipment in anticipation of making any claim in respect thereof under the CAA; and
- (b) either the acquisition cost of such component, furnishing or equipment has been paid in full by Lessee (or any other person other than Lessor) or an amount equal to any portion of such acquisition cost funded by Lessor has been recovered in full by Lessor from Lessee, through Rent paid by Lessee or otherwise,

but, for the avoidance of doubt, excludes any component, furnishing or equipment installed on any Multiple Unit as a result of any Mandatory Modification which is funded by Lessor;

“Lessee-related Matter” means any event or matter specified in section A of part B of schedule 2 to the Service Agreement;

“Lessee’s Representative” means:

- (a) the individual whose appointment as such has been notified by Lessee to Lessor before the date of this Agreement; or
- (b) any successor whose appointment by Lessee is notified to Lessor and whose appointment has been the subject of prior consultation between Lessee and Lessor;

“Lessor Conditions Precedent” means the conditions specified in Part 2 of Schedule 3;

“Lessor Group” means Lessor and its Group;

“Lessor’s Account” means the account in the name of Lessor with [REDACTED]
[REDACTED] or such other account as Lessor may from time to time specify to Lessee;

“Lessor’s Representative” means:

- (a) the individual whose appointment as such has been notified by Lessor to Lessee before the date of this Agreement; and
- (b) any successor whose appointment by Lessor is notified by Lessor to Lessee;

“Lessor Lien” means, with respect to any Item of Equipment and this Agreement:

- (a) any Security Interest in respect of this Agreement or such Item of Equipment whatsoever from time to time created by or through Lessor or the owner of such Item of Equipment (if Lessor is not the owner);
- (b) any other Security Interest over such Item of Equipment which results from acts of or claims against Lessor or the owner (if Lessor is not the owner) or Lessor’s property or (if Lessor is not the owner) the owner’s property not related to the transactions contemplated by or permitted under this Agreement; and
- (c) Security Interests in respect of such Item of Equipment for Taxes imposed on the overall net income, profits or gains of Lessor or the owner of such Item of Equipment (if Lessor is not the owner);

“Losses” means any losses (other than loss of profit), costs, charges, expenses, interest, fees (including legal fees), payments, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, adverse judgments, orders or other sanctions, but excludes Taxes and any loss of Relief;

“Maintenance and Repair” means maintenance and/or repair of Multiple Units pursuant to the Maintenance Programme;

“Maintenance File” means a structured collection of all required documents or data for the maintenance of the Items of Equipment, including, without limitation, any part, component, device, sub-system, functional unit, object, system, or Vehicle including hardware and/or software that can be individually described and considered;

“Maintenance Information” has the meaning given to it in Schedule 4;

“Maintenance Performer” means:

- (a) Siemens Mobility Limited or any permitted delegate or sub-contractor under the Service Agreement; or
- (b) if the Service Agreement expires or is terminated, any other person appointed by Lessee with the prior written approval of Lessor (such approval not to be unreasonably withheld or delayed) for the purpose of carrying out maintenance and/or repairs on the Multiple Units;

“Maintenance Programme” means the maintenance programme for the Multiple Units as in use as at the Effective Time (being those documents set out in Schedule 17) or any maintenance programme thereafter approved by Lessor in writing (such approval not to be unreasonably withheld or delayed) via Lessor’s engineering change procedure AT/E01;

“Mandatory Modification” means a Modification to any Item of Equipment which is required to be made under Applicable Laws or any directive of any Government Authority;

“Manuals” means the following manuals, guides and catalogues developed by the Contractor in relation to the Multiple Units pursuant to the Purchase Agreement (as such manuals, guides and catalogues may have been, and may be, amended and updated from time to time):

- (a) the operating manuals, including sections relating to:
 - (i) New Train equipment;
 - (ii) cab equipment;
 - (iii) operation of cab controls;
 - (iv) coupling and uncoupling;
 - (v) other control equipment;
 - (vi) catering equipment (if fitted); and
 - (vii) train communications equipment;
- (b) the train driver’s fault finding guide;
- (c) the breakdown manuals;
- (d) the maintenance manuals, covering all aspects of the maintenance, including, but not limited to:

- (i) preventative maintenance activities to be undertaken, including the method statements with objective pass or fail criteria for the activities concerned, together with the periodicity for completion of the activity;
 - (ii) corrective maintenance activities detailing the diagnosis of the potential causes of failure, the test regimes and the corrective actions necessary (including any potential hazards from multiple faults);
 - (iii) the procedures to be used including the objective pass or fail criteria for each item subject to overhaul, together with tolerances on wear limits or electrical measurements or timings and the disassembly and reassembly instructions; and
 - (iv) crash repair activities including any precautions to be taken prior to work commencing; and
- (e) the spare parts catalogue;

“Minimum Liability Coverage” has the meaning given to it in paragraph 1 of Schedule 8;

“Modification” means any modification or addition to a Multiple Unit;

“Multiple Unit” means, together, the Class 444 Multiple Units and the Class 450 Multiple Units and (where the context permits and/or requires) each reference to a Multiple Unit shall include a reference to each Vehicle comprising such Multiple Unit;

“National Technical Rules” has the meaning given to it in the RIR Exit SI;

“National Vehicle Register” means the register of vehicles authorised in Great Britain, required by regulation 36 of the RIRs;

“Network Rail” means Network Rail Infrastructure Limited, a company incorporated under the laws of England and Wales (company number 02904587) whose registered office is at Waterloo General Office, London, SE1 8SW;

“Nominated Competent Person” has the meaning given to it in Lessee’s Safety Management System, and meeting the requirements of the ROGS;

“Notice of Dispute” means a notice executed by the Lessor’s Representative or the Lessee’s Representative notifying the other that a Dispute has arisen and is continuing between Lessee and Lessor;

“NTSN” means any applicable National Technical Specification Notice published pursuant to the RIR Exit SI, or any provisions from time to time notified by the Secretary of State under the RIRs or the RIR Exit SI;

“Ongoing Conditions” means the conditions and requirements as specified in Schedule 18;

“Original Contractor” means Siemens plc, a company incorporated under the laws of England and Wales (company number 00727817) whose registered office is at 2 Pinehurst Road, Farnborough, Hampshire, GU14 7BF;

“Outgoing Lessee” means First MTR South Western Trains Limited, a company incorporated under the laws of England and Wales (company number 07900320) whose registered office is at 8th Floor The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF;

“Outgoing Lessee Non-Compliance Letter Agreement” means the side letter dated on or about the date hereof between Lessee, Lessor and the Outgoing Lessee;

“Part” means, whether or not installed on a Multiple Unit:

- (a) any component, furnishing or equipment furnished with such Multiple Unit at the Effective Time; and
- (b) any other component, furnishing or equipment title to which has (or should have) passed to Lessor pursuant to paragraph 7 of Schedule 6, but excludes (i) any such item title to which has (or should have) passed to Lessee or any other person pursuant to paragraph 7 of Schedule 6 and (ii) any Lessee Part;

“Passenger Licence” has the meaning given to it in Section 83(1) of the Act;

“Performance Bond” has the meaning given to it in Clause 13.8(b);

“Permitted Lien” means:

- (a) the respective rights of the parties under this Agreement;
- (b) the rights of others under pooling or other agreements to the extent expressly permitted under this Agreement;
- (c) any Security Interest for Taxes not assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings;
- (d) any Security Interest of a repairer, mechanic, workman or storage facility provider or other similar encumbrance in respect of obligations which are not overdue or are being contested in good faith by appropriate proceedings; and
- (e) any Lessor Lien,

but (in the case of (c) and (d)) only if in the opinion of Lessor (in its reasonable discretion) adequate reserves have been made by Lessee for the payment of the Taxes or obligations and (in the case of (b), (c) and (d)) such proceedings or the continued existence of the Security Interest do not give rise to any likelihood of the sale, forfeiture or other loss of the Multiple Unit which is the subject of the Security Interest or any interest in such Multiple Unit or of criminal liability on Lessor or any Financier;

“Permitted Operator” means a person that holds a “passenger licence”, a “track access contract” (as both terms are defined in the Act) and a “safety certificate” (as defined in and issued by the relevant regulator pursuant to the ROGS) permitting it to operate passenger revenue services on the Relevant Network;

“Permitted Transfer” has the meaning given to it in Clause 17.2;

“Permitted Use” means the use to which Multiple Units may be put during the relevant Lease Period, being:

- (a) in relation to Lessee, use on the Relevant Network; and
- (b) in relation to a SubLessee of such Multiple Units, any passenger rail routes in England and Wales approved by Network Rail in relation to such SubLessee’s passenger operations and for which such SubLessee has all Relevant Consents;

“Public Sector Company” means any “public sector company” (as such term is defined in section 30C of the Act) which is either:

- (a) a Permitted Operator; or
- (b) concurrently with becoming Lessee under this Agreement, has subleased the Items of Equipment in accordance with the terms and conditions of this Agreement to a Permitted Operator until the Scheduled Expiry Date;

“Public Service Contract” means the public service contract dated 23 May 2025 between Lessee as operator and the Secretary of State, relating to Lessee operating railway passenger and other services on the Relevant Network;

“Purchase Agreement” means the purchase agreement dated 23 April 2001 between the Contractor and Lessor for the manufacture and supply of the Multiple Units;

“Purchase Documents” means:

- (a) the Purchase Agreement; and
- (b) the Escrow Agreement;

“Quantum” has the meaning given to it in Clause 13.10;

“R2” means the rail industry’s web based database for rolling stock registration, maintenance planning and component tracking consisting of the Rolling Stock Library (RSL) and RAVERS;

“Rail Industry Standards” means those standards produced under the procedures set out in the RSSB Standards Manual defining functional or technical requirements that may be adopted in circumstances where management of a railway subsystem does not necessitate the use of a Railway Group Standard;

“Rail Regulator” means the Office of Rail and Road, established pursuant to Section 15 of the Railways and Transport Safety Act 2003, or any successor to all or part of its functions, and having the duties and obligations set out in that Act;

“Railway Group Standards” means those standards produced under the procedures set out in the RSSB Standards Manual with which railway assets or equipment used on or as part of railway assets must conform and operating procedures with which the operators of railway assets must comply. Railway Group Standards contain national technical rules applicable to the mainline railway system;

“RAVERS” means the Rail Vehicle Records System;

“Rectification Plan” has the meaning given to it in Clause 13.10(a);

“Redelivery Certificate” means a certificate in substantially the form set out in Part B of Schedule 5 to be executed by or on behalf of Lessor;

“Redelivery Conditions” means the conditions and requirements specified in Part B of Schedule 4;

“Redelivery Date” means, in relation to any Multiple Unit, the date on which such Multiple Unit is redelivered to Lessor by Lessee in accordance with the terms and conditions of this Agreement;

“Redelivery Location” means the relevant stabling point for such Item of Equipment at the relevant time or such other location as the parties may agree in writing;

“Relevant Casualty Amount” means [REDACTED]

“Relevant Consents” means all consents, permissions, approvals, authorisations, acceptances, certifications, licences, exemptions, filings, registrations, notarisations, Environmental Permits and all other matters, official or otherwise, which are required from time to time (whether in existence at the Effective Time or which come into existence after the Effective Time) (or which would, in accordance with the standards of a reasonable and prudent person, normally be obtained) in connection with the design, construction, manufacture, delivery, testing, commissioning, operation, leasing, servicing, maintenance, repair, modification, overhaul or safety of any Item of Equipment on, or for use on, the Relevant Network or the performance of modifications to rolling stock (including advice that there is no objection to a particular proposal or that a particular proposal is not inconsistent with policy or guidelines) of, or from any Competent Authority or Government Authority and, where a Competent Authority or Government Authority is authorised to prohibit a proposal, the passing of a time limit for such prohibition without the proposal being prohibited, relating to the matters contemplated by this Agreement or the Multiple Units;

“Relevant Losses” has the meaning given to it in Clause 12.5;

“Relevant Network” means the Network Rail routes in respect of which route compatibility has been granted for the Multiple Units in accordance with Rail Industry Standard RIS-8270-RST in compliance with the ROGS, as set out in the National Sectional Appendix;

“Relief” means any relief, allowance, exemption, set-off, deduction, right to repayment or credit or other relief of a similar nature, in each case granted or available in relation to Tax pursuant to any legislation or otherwise;

“Rent” means each of the Basic Rent and Spares Rent;

“Rent Date” has the meaning given to it in paragraph 4(a) of Part A of Schedule 10;

“Rent Period” has the meaning given to it in paragraph 4(a) of Part A of Schedule 10;

“Retail Prices Index” means the index of retailer prices in the column headed “All items RPI excluding mortgage interest payments (RPIX): Jan 1987=100” coded “CHMK” as published by the Office for National Statistics or, if such index shall cease to be published, such other retail prices index as may be published in substitution therefor;

“RIR Exit SI” means The Railways (Interoperability) (Amendment) (EU Exit) Regulations 2019;

“RIRs” means the Railways (Interoperability) Regulations 2011 (as amended from time to time);

“ROGS” means The Railways and Other Guided Transport Systems (Safety) Regulations 2006, The Railways and Other Guided Transport Systems (Safety) Amendment Regulations 2011 and The Railways (Safety) (Amendment, etc.) (EU Exit) Regulations 2019;

“ROSCO” means any entity which from time to time which leases rolling stock as lessor;

“RSSB” means the Rail Safety and Standards Board Limited, a body incorporated under the laws of England and Wales with company number 04655675 and whose registered office is at 25 Fenchurch Avenue, London, England, EC3M 5AD, and any other authorised person which from time to time produces mandatory requirements associated with safety and interworking for the operation of rolling stock on Network Rail infrastructure;

“Rule Book” means the Rule Book reference GE/RT8000 issued by RSSB as updated, amended and supplemented from time to time;

“Safety Certificate” means a safety certificate issued, or to be issued, by the Rail Regulator in accordance with regulation 7 or regulation 9 of the ROGS;

“Safety Management System” has the meaning given to it in the ROGS;

“SAG” means Siemens AG, incorporated under the laws of Germany;

“SAG Service Bond” means the bond issued on or about the date hereof by SAG to Lessee in accordance with the terms of the Service Agreement;

“Sanding Modification Side Letter” means the side letter dated on or around the date of this Agreement between Lessor and Lessee in relation to certain works in relation to the sand monitoring equipment in respect of the Multiple Units;

“Scheduled Expiry Date” means 01:59:59 on 26 May 2030;

“Secretary of State” means the Secretary of State for Transport;

“Security Direct Agreement” means any direct agreement constituted by notices and acknowledgements executed pursuant to any security assignment granted by Lessor to a Financier;

“Security Interest” means each and any of the following:

- (a) any right of ownership, lien, mortgage, charge, pledge, hypothecation, attachment, security interest, assignment by way of security, right of possession, right of detention, right of set-off or other encumbrance; or
- (b) any other preferential arrangement resulting in a secured transaction or having the same economic or legal effect as any of the foregoing; or
- (c) any agreement to give any of the foregoing; or
- (d) any arrangement to prefer one creditor over another creditor; or
- (e) the interest of the vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other title retention arrangement; or
- (f) any interest described in (a) to (e) above over any interest described in (a) to (e) above;

“Service Agreement” means the service agreement dated on or about the date hereof between Lessee and the Maintenance Performer;

“Siemens Non-Compliance Letter Agreement” means the side letter dated on or about the date hereof between Lessor, Lessee, Outgoing Lessee, and the Maintenance Performer;

“Snagging Item” means, in respect of any Multiple Unit, any non-conformity to the Delivery Conditions to be, and as, listed in the Delivery Certificate in respect of the Items of Equipment;

“Spares” means those items referred to in Schedule 16, Part B as such list may be amended and updated from time to time and as such items may be replaced and replenished by the Maintenance Performer pursuant to the Service Agreement, or (as the context may require) any item of such spares individually;

“Spares Rent” means the rent payable for the Spares in accordance with Clause 5 and paragraph 3 of Part A of Schedule 10;

“Special Tools” means those items referred to in Schedule 16, Part C, as such list may be amended and updated from time to time in accordance with the terms of this Agreement;

“Specification” has the meaning given to it in the Service Agreement;

“SRA” means the Strategic Rail Authority, as predecessor to certain rights and functions of the Secretary of State;

“Standards” means the Railway Group Standards, NTSNs, National Technical Rules, the Rule Book and all codes of practice, guidance notes, rules, rule books, regulations, standards, directions, instructions and procedures (in each case, whether or not any of the foregoing have the force of law) which relate to or concern the railway industry in the United Kingdom including (without limitation) those produced by a Government Authority, Network Rail, RSSB, the HSE, the Rail Regulator, the DfT, the Secretary of State and any other person who from time to time produces or promulgates codes of practice, guidance notes, rules, rule books, standards, directions, instructions or procedures relating to or concerning the railway industry in the United

Kingdom, including (without limitation) those produced by the International Standards Organisation and European Standards (ENs);

“Statement of Compatibility” means a document, compiled and issued by Lessee (or, as the context requires, a follow-on operator) which serves as a declaration of technical compatibility between a new or changed asset, and the route it is intended to be operated on;

“Statement of Vehicle Configuration” means:

- (a) the statement of vehicle configuration (or, to the extent not superseded by a statement of vehicle configuration, a certificate of engineering acceptance) covering a particular type of rolling stock issued by an Approved Body and confirming that such type of rolling stock complies with those Applicable Laws relevant for issuing such a certificate; or
- (b) the declaration of a statement of vehicle configuration and Statement of Compatibility issued by a Nominated Competent Person confirming that such type of rolling stock complies with those Applicable Laws relevant for making such a declaration, in each case, in respect of the Multiple Units;

“Sterling” and **“£”** denotes the lawful currency of the United Kingdom;

“SubLessee” has the meaning given to it in paragraph 3.2 of Schedule 6;

“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006 as if the words “is a member of it and” had been deleted from subsections 1159(1)(b) and (c);

“Summary of Compatibility” means written notification by an infrastructure manager of compatibility between the Multiple Units and the Relevant Network, together with the associated Statement of Compatibility;

“Supplier” means:

- (a) the Contractor;
- (b) the Maintenance Provider; or
- (c) any other manufacturer, seller, supplier, sub-contractor, maintenance performer, maintainer, overhauler or repairer, in each case, with which Lessee has a direct contractual relationship;

“Tax Authority” means:

- (a) any government (de jure or de facto) of the United Kingdom or elsewhere, or any political subdivision of the United Kingdom or any local jurisdiction in the United Kingdom or elsewhere; and/or
- (b) any governmental authority or statutory, legal, fiscal, monetary or administrative body (whether domestic, foreign, international, supranational, state or local) which operates or has jurisdiction, directly or indirectly, in the United Kingdom or elsewhere; and/or

- (c) any instrumentality, commission, court or agency or any of the above, however constituted; and/or
- (d) any association, organisation, or institution or which any of the above is a member or to whose jurisdiction any of the above is subject or in whose activities any of the above is a participant;

“Taxes” means all present and future taxes and all charges, imposts, duties or levies of any kind whatsoever, payable at the instance of or imposed by any Tax Authority, together with any penalties, additions, fines, surcharges or interest relating thereto; and **“Tax”** and **“Taxation”** shall be construed accordingly;

“Technical File” means each technical file in respect of the authorisation of the Multiple Units under the RIRs required to be set up and maintained by, and in accordance with, the RIRs;

“Technical Records” means the Maintenance File, the Statement of Vehicle Configuration, the Statement of Compatibility, the Summary of Compatibility, the Certificate of Verification, any other certificate required as part of the verification of conformity of engineering change to rail vehicles in accordance with Rail Industry Standard RIS-2700-RST, and any other technical records required under Applicable Laws or any directive of Network Rail or any Government Authority and all documents, data and records relating to the Items of Equipment identified as such in this Agreement and all additions and revisions to the same from time to time and all entries on the Technical Records Database relating to such Items of Equipment (other than the Technical File);

“Technical Records Database” means:

- (a) the computerised maintenance management system known as SAP (as further defined in the Service Agreement); and/or
- (b) any other computer system used by the Maintenance Performer, Lessee, or other person carrying out any Maintenance and Repair or Modification on any Item of Equipment;

“Technical Resource Materials” has the meaning given to it in the Purchase Agreement;

“Technical Standards” means those documents which are produced and maintained by Lessor (or on its behalf) and which set out instructions and procedures to be followed in performing maintenance and repairs to the Multiple Units so as to ensure that all such maintenance and repairs are performed to a consistent standard (including any variations to such documents which are made, or new such documents which are so designated, and all common ROSCO and owners’ technical standards, as may be notified by Lessor to Lessee from time to time);

“Termination Sum” means, in respect of any Multiple Unit, the amount determined in accordance with Schedule 11;

“Threshold Amount” means [REDACTED] as increased or decreased at the commencement of each calendar year in the same proportion as the increase or decrease (as the case may be) in the Retail Prices Index from its level as at 31 December 2024 to its level as at 31 December of the calendar year immediately preceding the date as of which such determination is made;

“Track Access Contract” means any access contract (within the meaning of Section 17 of the Act) under which a person is permitted to use track for the purposes of the operation of trains on that track and to which Lessee is a party;

“TRUST” means the computer system used by Network Rail for monitoring the progress of trains and tracking delays on the Network Rail routes;

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

“VAT” means United Kingdom value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto and any similar sales, consumption or turnover Tax introduced in addition to or replacing the foregoing which applies in the United Kingdom;

“Vehicle” means each of the vehicles comprising each Multiple Unit (including any replacement vehicles);

“Warranty” means any warranty, condition or guarantee (including, without limitation, any guarantee of performance or service life policy), relating to the design, manufacture, condition, performance, satisfactory quality or fitness for any use or purpose of any of the Multiple Units or any of the Spares, and given in favour of Lessor and/or Lessee and **“Warranties”** shall be construed accordingly; and

“Waste” means any waste involving anything which is disposed of or abandoned, unwanted or surplus irrespective of whether it is capable of being recovered or recycled or has any value.

2 Interpretation

2.1 In this Agreement, unless the contrary intention is stated, a reference to:

- (a) a **“certified true copy”** of any document shall be construed as a reference to a photostatic copy of such document which has annexed to it, or printed on its front page, a certificate signed by an officer of Lessee or Lessor (as the case may be) or by the legal advisers to Lessee or Lessor (as the case may be), confirming that such photostatic copy is a true, complete and up-to-date copy of the original (including all amendments and supplements to such original);
- (b) each of **“Lessor”** or **“Lessee”** or any other person includes, without prejudice to the provisions of this Agreement restricting transfer or assignment, its (and any subsequent) successor(s) in title, transferee(s) or assignee(s);
- (c) **“operational personnel”** of Lessee is a reference to personnel (including drivers and engineers) employed by Lessee (whether as employees, sub-contractors, agents or otherwise) in connection with the operation and maintenance of Multiple Units;
- (d) a **“person”** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (e) **“rolling stock”** and **“train”** shall have the meanings given to those terms in Section 83(1) of the Act;

- (f) any document includes that document as amended, varied, novated or supplemented (to the extent such amendment, variation, novation or supplement is not in breach of any restriction in this Agreement);
 - (g) a “**law**” includes, without limitation, any:
 - (i) statute, decree, subordinate legislation, constitution, regulation, order, judgment or directive of any Government Authority;
 - (ii) treaty, pact, compact or other agreement to which any Government Authority is a signatory or party;
 - (iii) judicial or administrative interpretation or application thereof and, in each such case, is a reference to the same as amended, extended, applied, substituted or re-enacted from time to time;
 - (h) a Clause or a Schedule or a part or paragraph of a Schedule is a reference to a clause of or a schedule to or a part or paragraph of a Schedule to this Agreement;
 - (i) the HSE, the Rail Regulator, the Secretary of State, the DfT, the RSSB or Network Rail shall in each case include references to any successor to the same or any other person or body which succeeds to all or any of the relevant functions of such person or body at any time after the date of this Agreement; and
 - (j) an “**operationally comparable item of rolling stock**” is a reference to an item of rolling stock which, at the relevant time, is owned by, or leased to, Lessor and is not at such time leased or committed to be leased to a third party and which is able to be used for substantially the same Permitted Use, is capable of meeting substantially the same specification and has substantially the same passenger capacity as the Multiple Unit with which it is being compared and for the avoidance of doubt, Lessee acknowledges that Lessor shall not be obliged to take any steps whatsoever to purchase, lease or otherwise acquire any rolling stock in order to satisfy any of its obligations under this Agreement in respect of any operationally comparable item of rolling stock.
- 2.2 An event or circumstance will be deemed to have a “**material adverse effect**” if, in the reasonable opinion of Lessor, it has affected or is likely to affect in a material and adverse way the ability of Lessee to perform or comply with any of its material obligations under this Agreement.
- 2.3 The headings in this Agreement are to be ignored in construing this Agreement.

Schedule 2

Representations and Warranties

1 LESSEE'S REPRESENTATIONS AND WARRANTIES

Lessee's representations and warranties to Lessor are as follows:

- (a) **Status:** Lessee is a company duly incorporated and validly existing under the laws of England and Wales, and has the corporate power to own its assets and carry on its business as it is being conducted and is or at the requisite time will be the holder of all necessary licences and permits required in connection therewith and with the use and operation of the Multiple Units;
- (b) **Power and authority:** Lessee has the corporate power to enter into and perform, and has taken all necessary corporate action to authorise the entry into, performance and delivery of, the Contract Documents to which it is a party and the transactions contemplated by the Contract Documents to which it is a party;
- (c) **Legal validity:** the Contract Documents to which it is a party have been duly authorised, executed and delivered by Lessee, and the Contract Documents to which it is a party constitute legal, valid and binding obligations of Lessee, enforceable in accordance with their respective terms except as such enforceability may be limited by:
 - (i) bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditors' rights;
 - (ii) application of equitable principles; and
 - (iii) the non-availability of the equitable remedies of specific performance or injunctive relief;
- (d) **Non-conflict:** the entry into and performance by Lessee of, and the transactions contemplated by, the Contract Documents to which it is a party do not and will not conflict with any laws binding on Lessee or with the constitutional documents of Lessee, or conflict with or result in default by Lessee under any document which is binding upon Lessee or any of its assets, nor (except as expressly contemplated by this Agreement or any other Contract Document to which it is a party) result in the creation of any Security Interest (other than a Permitted Lien) over it or any of its assets;
- (e) **Authorisation:** all authorisations, consents, registrations and notifications required by Lessee in connection with the entry into, performance, validity and enforceability of, the Contract Documents to which it is a party and the transactions contemplated by the Contract Documents to which it is a party, have been obtained or effected (as appropriate) and are in full force and effect;
- (f) **Pari Passu:** the obligations of Lessee to Lessor under the Contract Documents to which it is a party rank at least *pari passu* with all other present and future unsecured and unsubordinated obligations (including contingent obligations) of Lessee, with the exception of such obligations as are mandatorily preferred by law and not by virtue of any contract;

- (g) **Material Adverse Change:** there has been no material adverse change in the financial condition of Lessee since the date to which any audited documents/materials/accounts most recently provided to Lessor were drawn up;
- (h) **Litigation:** except as otherwise disclosed to Lessor in writing prior to the date of this Agreement, no litigation, arbitration or administrative proceedings are pending or (to Lessee's knowledge) threatened against Lessee which, if adversely determined, would have a material adverse effect and whose current status is such that an adverse determination is likely;
- (i) **Accounts:** the audited accounts (consolidated if available) of Lessee most recently delivered to Lessor (if any) have been prepared in accordance with accounting principles and practices generally accepted and consistently applied in the United Kingdom, and fairly represent the financial condition of Lessee as at the date to which they were drawn up; and
- (j) **No Default:** no Event of Default has occurred and is continuing or might be reasonably expected to result from the entry into or performance of the Contract Documents to which it is a party by Lessee; and no other event has occurred and is continuing which constitutes (or with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing, might be reasonably expected to constitute) a material default by Lessee under any Contract Document to which Lessee is a party and which is binding on Lessee or any assets of Lessee.

2 Lessor's Representations and Warranties

Lessor's representations and warranties to Lessee are as follows:

- (a) **Status:** Lessor is a company duly incorporated and validly existing under the laws of England and Wales, and has the corporate power to own its assets and carry on its business as it is now being conducted and is the holder of all necessary licences and permits required in connection therewith;
- (b) **Power and authority:** Lessor has the corporate power to enter into and perform, and has taken all necessary corporate action to authorise the entry into, performance and delivery of, and the transactions contemplated by, the Contract Documents to which it is a party;
- (c) **Legal validity:** this Agreement has been duly authorised, executed and delivered by Lessor and constitutes Lessor's legal, valid and binding obligation enforceable in accordance with its terms and conditions except as such enforceability may be limited by:
 - (i) bankruptcy, insolvency, or other laws of general application affecting the enforcement of creditors' rights;
 - (ii) application of equitable principles; and
 - (iii) the non-availability of the equitable remedies of specific performance or injunctive relief;

- (d) ***Non-conflict:*** the entry into and performance by Lessor of, and the transactions contemplated by, the Contract Documents to which it is a party do not and will not conflict with any laws binding on Lessor or the constitutional documents of Lessor, or conflict with or result in default under any document which is binding upon Lessor or any of its assets, nor (except as expressly contemplated by this Agreement or any other Contract Document to which it is a party) result in the creation of any Security Interest (other than Financier Liens) over it or any of its assets; and
- (e) ***Authorisation:*** all authorisations, consents, registrations and notifications required by Lessor in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Contract Documents to which it is a party have been obtained or effected and are in full force and effect.

Schedule 3

Conditions Precedent

Part 1 - Lessee Conditions Precedent

- 1 Receipt by Lessor from Lessee not later than the date of this Agreement of the following, in form and substance satisfactory to Lessor:
 - (a) a certified true copy of a resolution of the board of directors of Lessee approving the terms of, and the transactions contemplated by, the Contract Documents to which it is party, resolving that it enter into the Contract Documents to which it is party and authorising a specified person or persons to execute the Contract Documents to which it is party and accept delivery of each Item of Equipment on its behalf;
 - (b) an electronic copy of each Contract Document, duly executed by the parties thereto (other than Lessor);
 - (c) evidence that Lessee has established a Safety Management System and obtained a Safety Certificate;
 - (d) evidence that the Public Service Contract has been entered into (which evidence may be satisfied by a certified true copy of the dated front page and the duly executed signature pages of the Public Service Contract); and
 - (e) To Whom It May Concern Letters, each in a form satisfactory to Lessor, showing that Lessee has taken out the Insurances referred to in Schedule 8.

Part 2 - Lessor Conditions Precedent

- 1 **Corporate Conditions:** Receipt by Lessee from Lessor not later than the date of this Agreement of the following, in form and substance satisfactory to Lessee:
- (a) certified true copies of the constitutional documents of Lessor;
 - (b) a certified true copy of a resolution of the board of directors of Lessor approving the terms of, and the transactions contemplated by, the Contract Documents to which it is party, resolving that it enter into the Contract Documents to which it is party, and authorising a specified person or persons to execute the Contract Documents to which it is party; and
 - (c) an electronic copy of each Contract Document, duly executed by the parties thereto (other than Lessee).

Schedule 4

Delivery Condition and Redelivery Condition

Part A

Delivery Condition

1. The Multiple Units

The Multiple Units shall be delivered “as is, where is”, and subject to Snagging Items.

2. Documentation

The following information shall be provided to Lessee at the Effective Time:

- (a) **Configuration:** The configuration of each Multiple Unit in terms of Vehicle numbers and major system and component serial numbers shall be documented. The configuration shall include the modification level of major systems and equipment.
- (b) **Overhaul Work:** Documentary evidence that all overhaul work prescribed by the Manuals has been undertaken and completed to programme or, if any Vehicles are undergoing overhaul work at the Effective Time, documentary evidence as to progress of the overhaul and the repairs identified.
- (c) **Handover Log Books:** Handover log books (driver and maintenance depot) collating all relevant documentation, including:
 - (i) current and as-built configuration, including modification levels;
 - (ii) maintenance undertaken, scheduled and unscheduled;
 - (iii) completed overhaul tasks;
 - (iv) known minor Defects at the Effective Time;
 - (v) recent faults including repeat faults (in the preceding three (3) months);
 - (vi) modification status list for each Vehicle, together with known outstanding programmes not completed; and
 - (vii) major incidents, failures, collisions and derailments suffered by each Vehicle or Multiple Unit since date of acceptance by previous lessee.

3. Maintenance Programme

Subject to any Snagging Items, all maintenance, overhaul and repair work (and related examinations and inspections) which the Maintenance Programme contemplates as being carried out on a Vehicle on or before the Expected Delivery Date shall have been completed in accordance with such maintenance programme, and no such work or examinations or inspections shall have been deferred.

4. Existing Spares

Each Spare shall be delivered in a condition consistent with the Maintenance Programme.

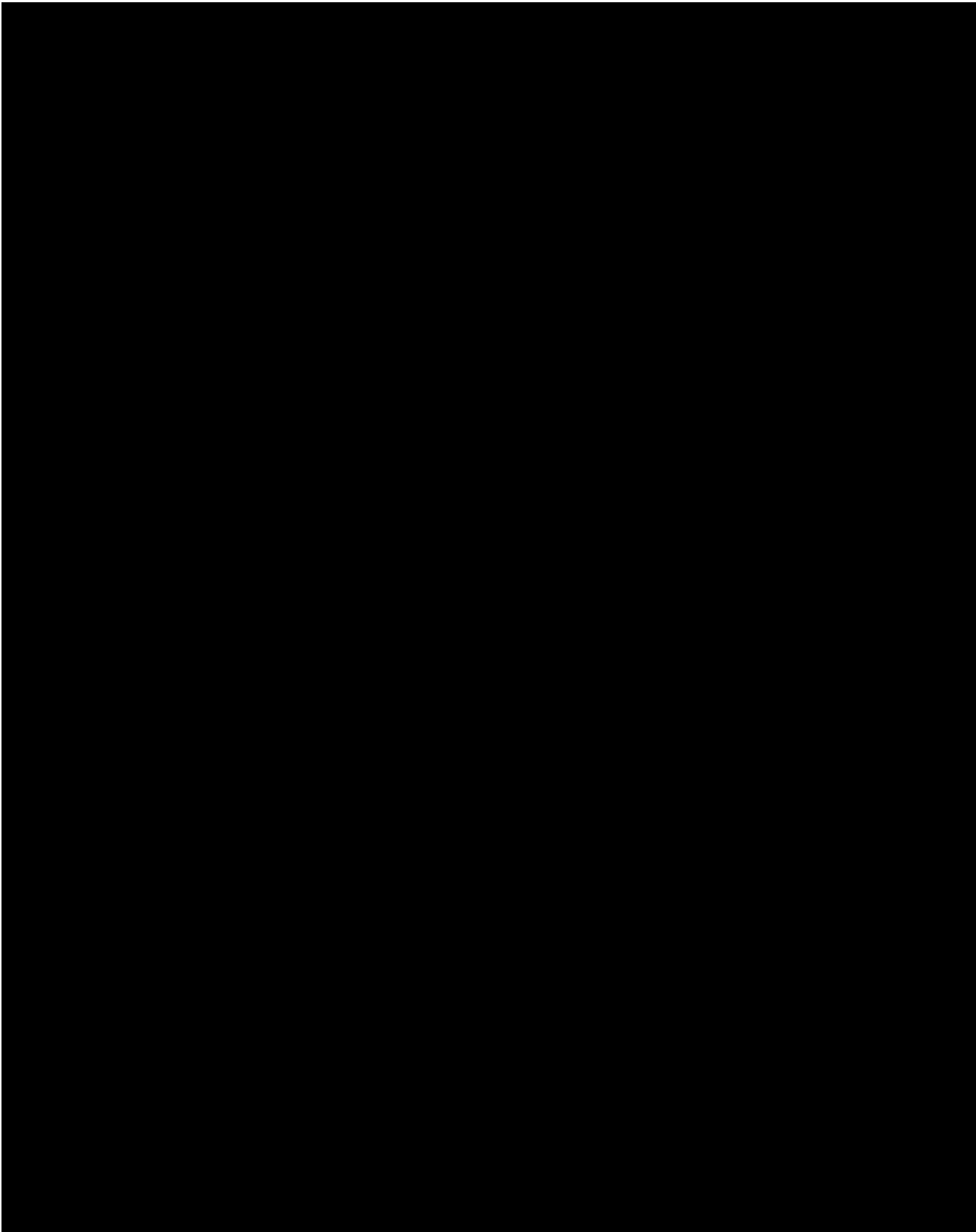
5. Existing Special Tools

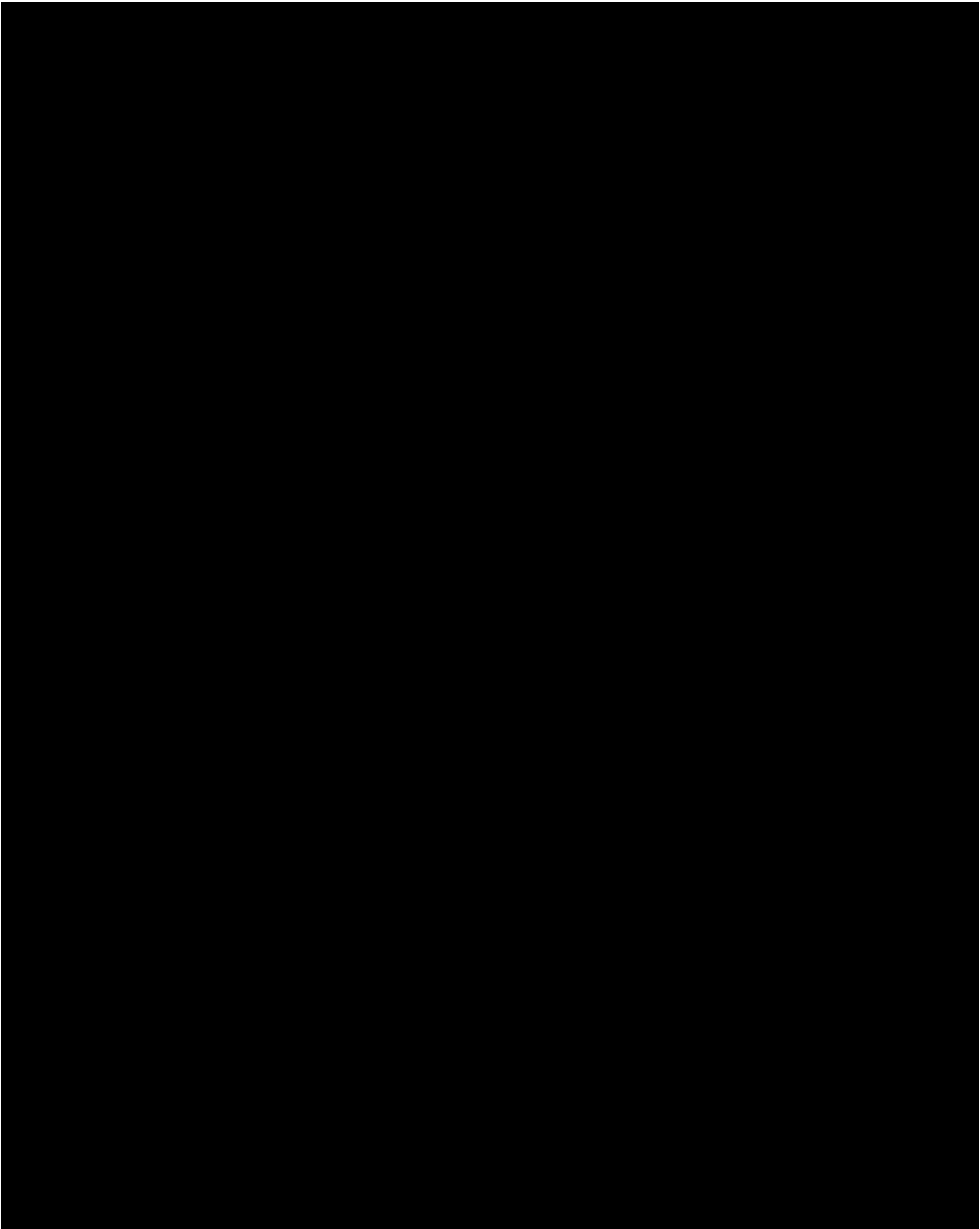
Each Special Tool shall be delivered in “as is, where is” condition.

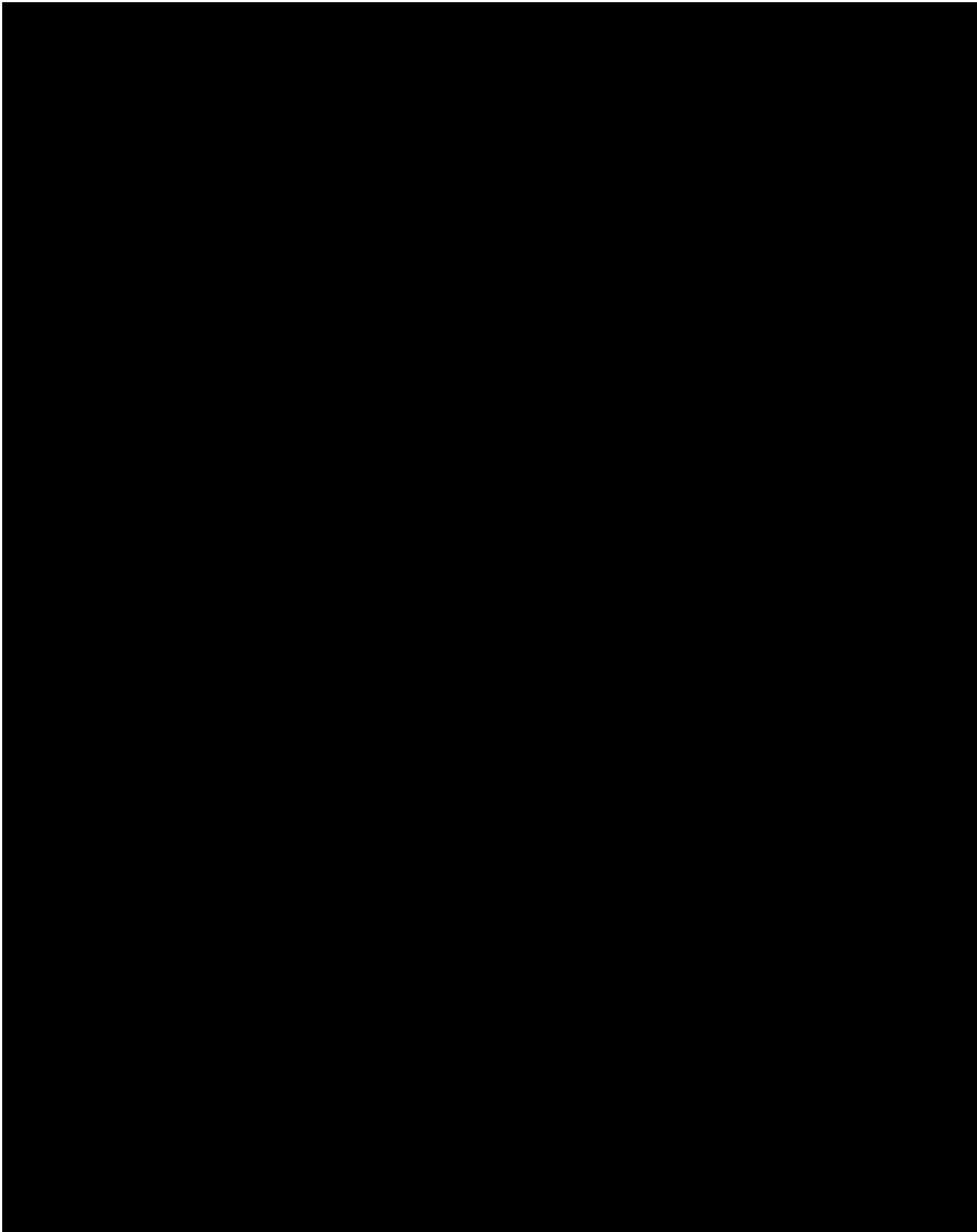
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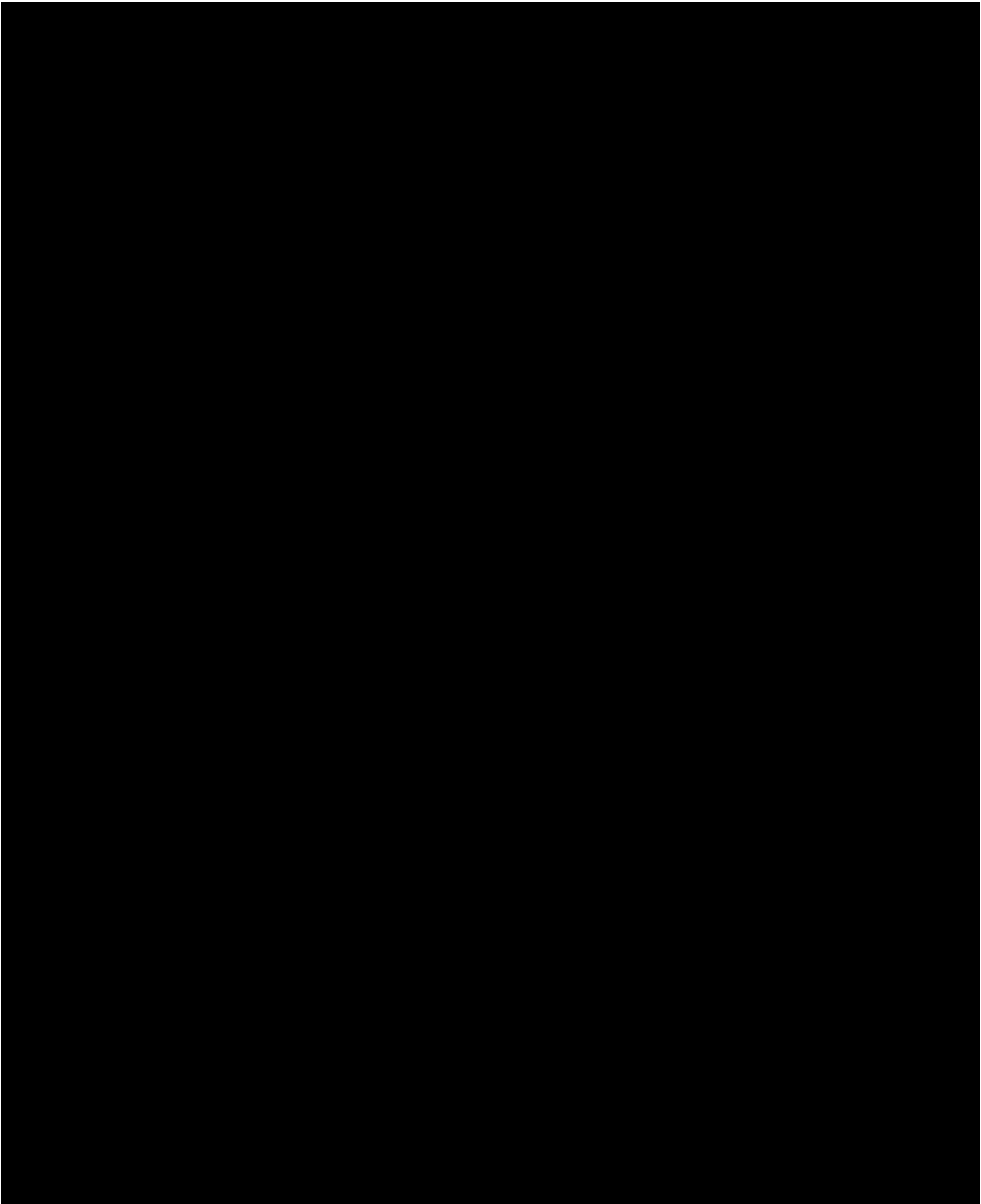
Redemption Condition

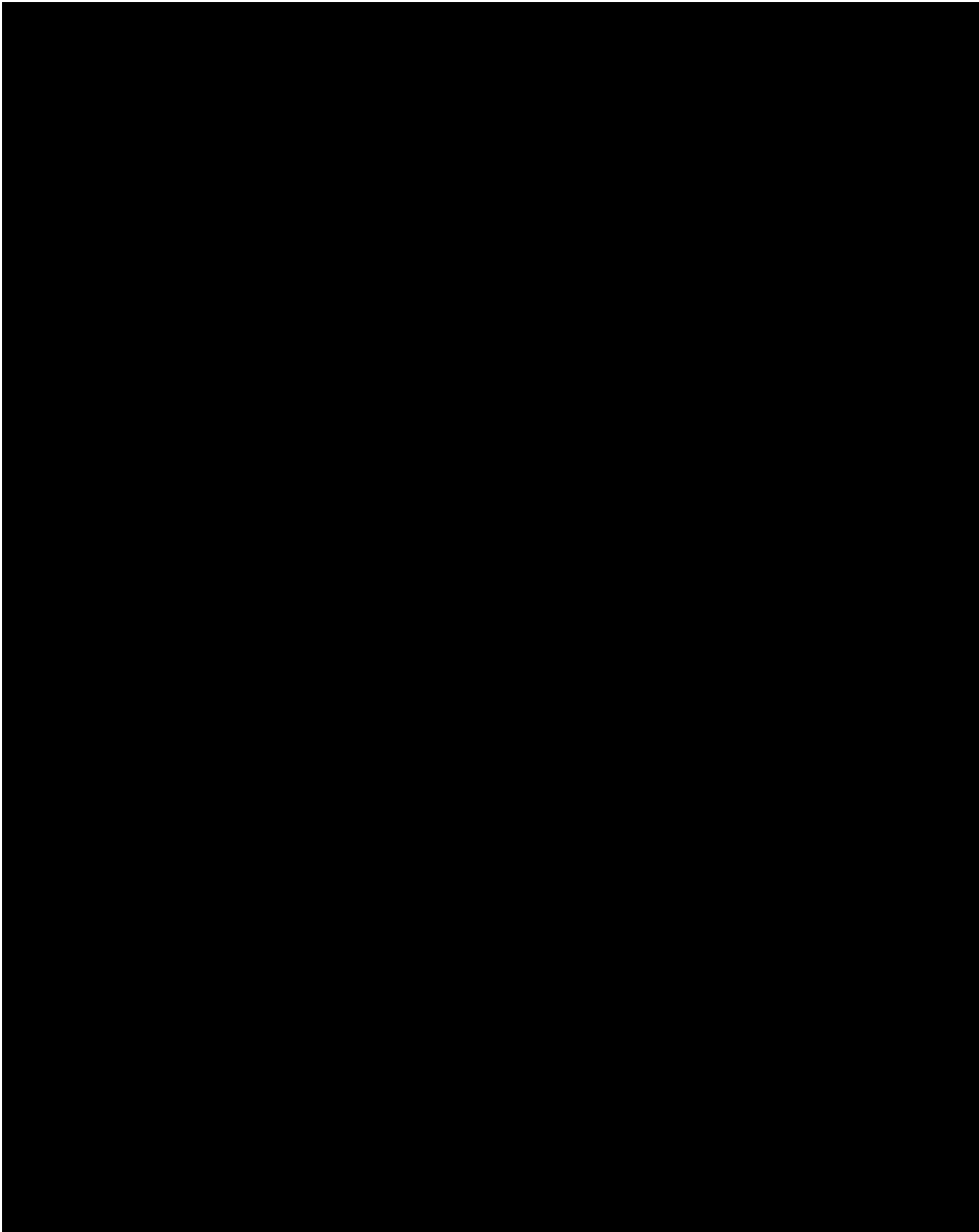
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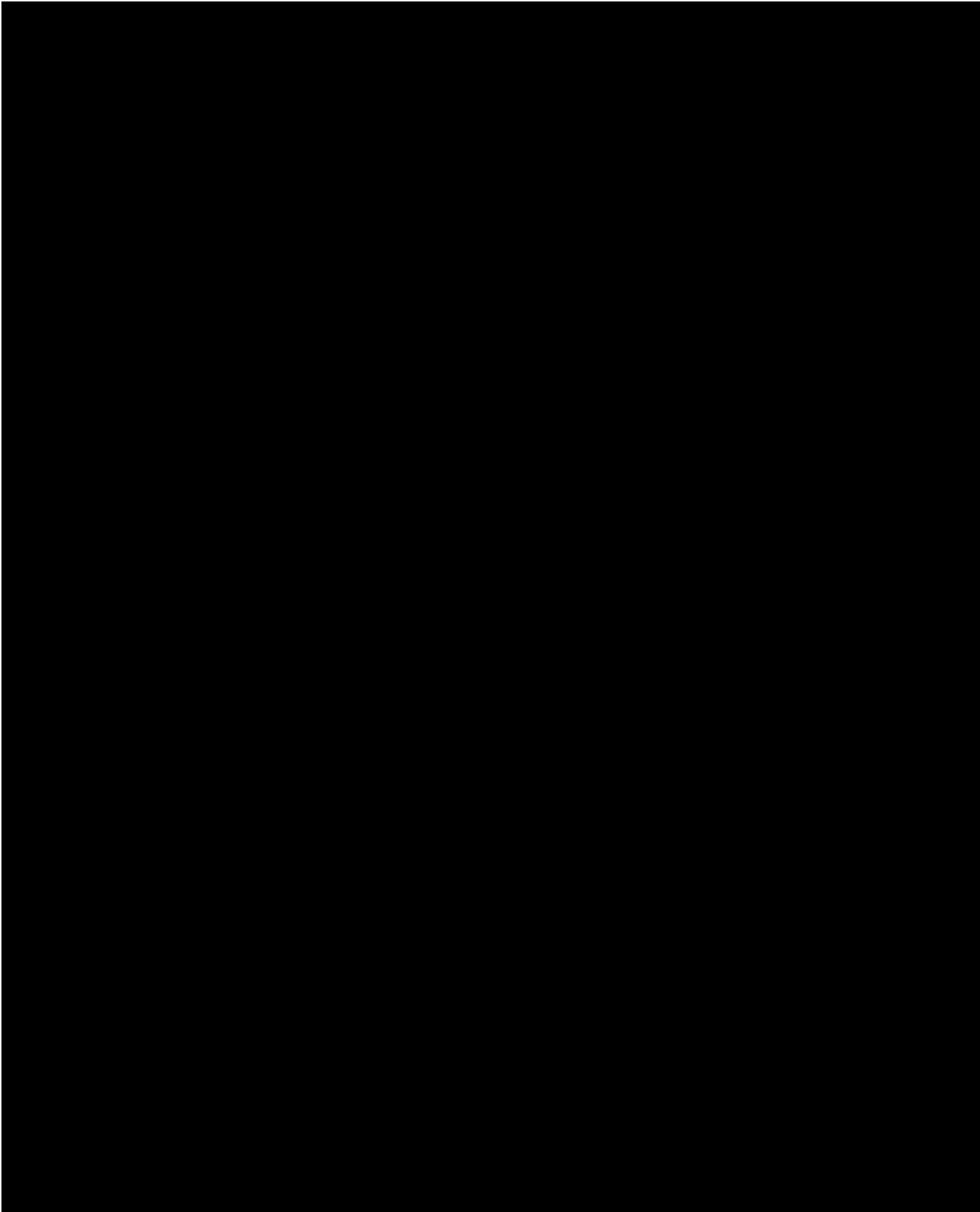


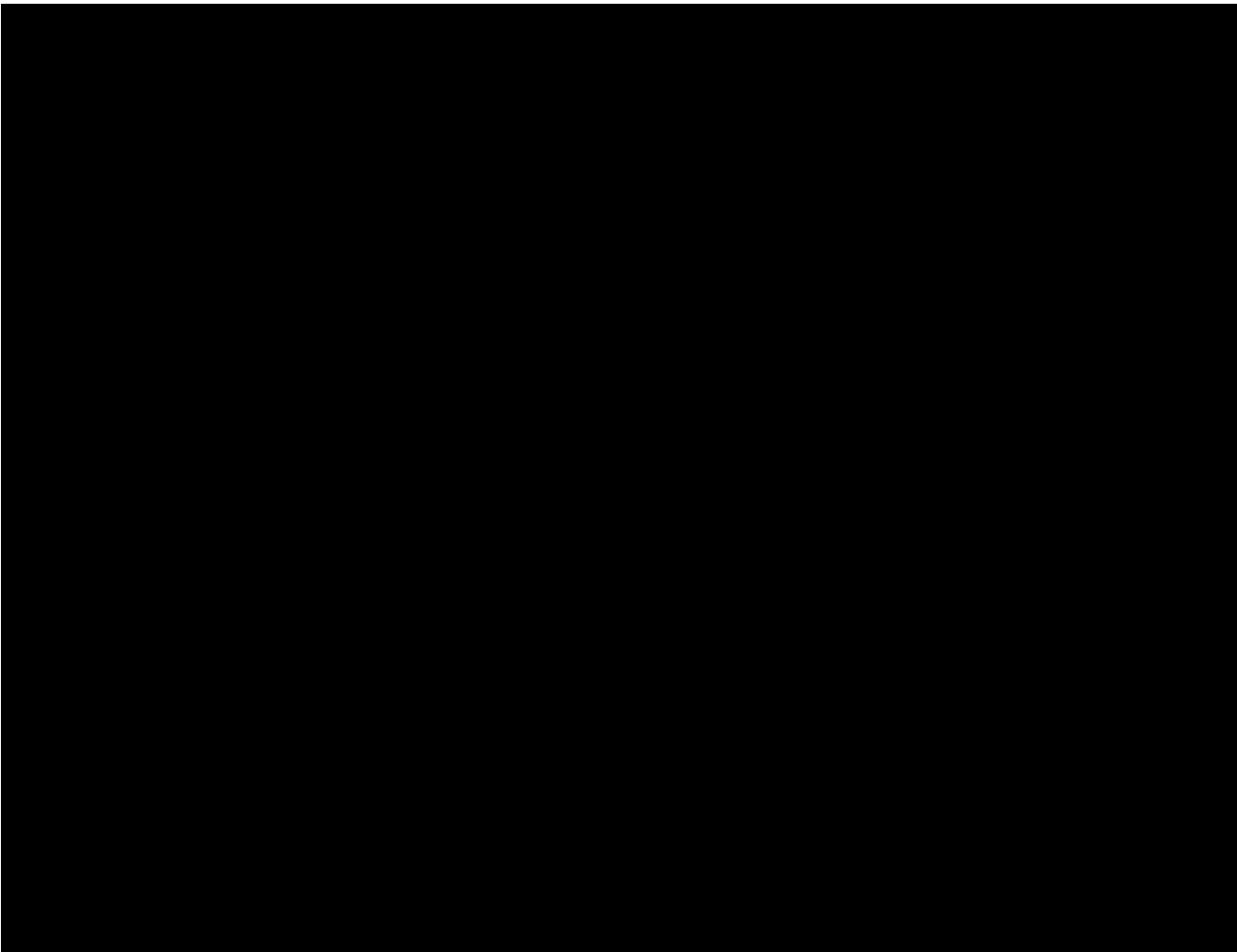












Schedule 5

Certificates

Part A - Form of Delivery Certificate

Delivery Certificate dated [●] 20[●] pursuant to an operating lease agreement dated [●] 20[●], between Angel Trains Limited ("**Lessor**") and [●] ("**Lessee**") (together, the "**Agreement**").

Capitalised terms used herein shall have the meanings given to such terms in the Agreement.

Lessee confirms that the Items of Equipment specified below have been delivered by Lessor to Lessee after inspection by Lessee and unconditionally and irrevocably accepted by Lessee from Lessor as of [●] 20[●] for leasing under the Agreement in compliance with the Delivery Conditions [subject to the Snagging Items] and otherwise in accordance with the Agreement.

SIGNED on behalf of

[]

By:

Name:

Title:

Part B - Form of Redelivery Certificate

Redelivery Certificate dated [●] 20[●] pursuant to an operating lease agreement dated [●] 20[●], between Angel Trains Limited ("**Lessor**") and [●] ("**Lessee**") (together, the "**Agreement**").

Capitalised terms used herein shall have the meanings given to such terms in the Agreement.

Lessor confirms that the Items of Equipment specified below have been redelivered by Lessee to Lessor after inspection by Lessor and accepted by Lessor from Lessee as of [●] 20[●] in compliance with the Redelivery Condition [, subject to the exceptions specified below] and otherwise in accordance with the Agreement.

[Items of Equipment]

[Full description of the Items of Equipment, including details of any non-conformity with Redelivery Condition and the agreed remedy therefor.]

SIGNED on behalf of

ANGEL TRAINS LIMITED

By:

Name:

Title:

Schedule 6

Operational Undertakings

1. Technical Records

Lessee will, in relation to the Multiple Units, at its own cost:

- (a) use all reasonable endeavours to procure that all information which is required by the terms of the Service Agreement to be entered on the Technical Records Database, is entered on it promptly;
- (b) if so requested by Lessor from time to time in order to supplement the information on the Technical Records Database, provide to Lessor such further information relating thereto in Lessee's possession or control as Lessor may reasonably require, and provide Lessor with such information regarding the progress and expected completion date of any Maintenance and Repair relating to any Multiple Unit as Lessor may from time to time reasonably request;
- (c) without prejudice to paragraphs (a) and (b) above, procure that the Technical Records relating thereto are kept in accordance with Applicable Laws and the requirements from time to time of any Government Authority and, if required for any continuing Warranty and to the extent Lessee is aware or should reasonably be aware of the same, the recommendations of the manufacturer thereof;
- (d) procure access for Lessor to the information stored on the Technical Records Database in accordance with the interface requirements contained in Lessor's document named: "Interface Specification for Asset Management Records", reference AIF_B1101, Issue 1.5, dated 27.01.2016 (or any subsequent issue thereof, as agreed between the parties); and
- (e) without prejudice to paragraphs (a), (b), (c) or (d) above, promptly following receipt of notice in relation to:
 - (i) any audit envisaged by Clause 8.4(a); and/or
 - (ii) any visit, inspection and/or survey contemplated by paragraphs 4(a) and/or 4(d) of Schedule 6,

Lessee will procure that Lessor is granted access to the fullest extent Lessee is able to grant the same (and subject to Lessor entering into any relevant confidentiality agreements) to all Technical Records of (or held by) Lessee or any Maintenance Performer (or other person carrying out any Maintenance and Repair on any Multiple Unit) relating to the Maintenance and Repair or Modification of all or any of the Multiple Units. Unless there is an Event of Default which has occurred and is continuing, any additional cost of such access will be for the account of Lessor.

- (f) To the extent that maintenance and repair to the Multiple Units is to be effected by the Maintenance Performer, Lessor will co-operate with Lessee as regards transmission of technical information and records between Lessee and the Maintenance Performer.

2. Title

Lessee will:

- (a) not do or knowingly omit to do any act or thing which might reasonably be expected to jeopardise the property rights of Lessor or any Financier in the Multiple Units;
- (b) not at any time represent or hold out Lessor or any Financier as carrying goods or passengers on the Multiple Units or pledge the credit of Lessor or any Financier;
- (c) if so requested by Lessor and at Lessor's cost, ensure that there is always affixed, and not removed or in any way obscured, a fireproof plate, of a reasonable size and type agreed between Lessor and Lessee in a reasonably prominent position on each Vehicle which bears an inscription describing (in such form as Lessor may direct acting reasonably) the property interests of Lessor and/or any relevant Financier in such Multiple Unit; and not place or permit to be placed any name plates or other inscriptions in or on any Multiple Unit or major component constituting a claim as to title thereto or any Security Interest therein or which might reasonably be expected otherwise to be inconsistent with the rights and interests of Lessor and each Financier, provided always that the requirements of this paragraph (c) to affix any plate shall not operate so as to require an unreasonable disruption of the commercial operations of the Multiple Units;
- (d) not create or permit to exist any Security Interest (other than Permitted Liens) upon the Multiple Units;
- (e) not do or knowingly omit to do anything which may reasonably be expected to expose the Multiple Units to penalty, forfeiture, impounding, detention, appropriation, damage or destruction, and (without prejudice to the foregoing), if any Multiple Unit is forfeited, impounded, detained or appropriated Lessee shall give Lessor prompt notice thereof upon becoming aware of the same and shall use best endeavours to procure the immediate release of such Multiple Unit (unless the same is caused by a Lessor Lien or a breach by Lessor of its obligations under this Agreement);
- (f) not abandon any Multiple Unit, except for such limited and temporary time as is reasonably required where left with no reasonable option by reason of weather or the risk to human lives;
- (g) promptly (or within any applicable grace period) pay and discharge or cause to be paid and discharged when due and payable all debts, damages, claims, fees and liabilities (including liabilities in respect of Taxes, other than Taxes imposed on the overall net income, profits or gains of Lessor, any member of the Lessor Group or any Financier) which under the terms and conditions of this Agreement are properly for Lessee's account and might reasonably be expected to give rise to a Security Interest over or affecting any of the Multiple Units;
- (h) not attempt, or hold itself out as having any power, to sell, lease or otherwise dispose of the Multiple Units (except as permitted by paragraph 3 below); and
- (i) not remove, or permit or acquiesce in the removal of, any Multiple Unit from England and Wales without the prior written consent of Lessor.

3. **Subleasing**

3.1 **General Restriction**

Lessee will not sub-lease or otherwise part with possession of the Multiple Units other than:

- (a) to an Approved Body or any other person approved by Lessor for testing or similar purposes or to the Maintenance Performer for service, repair, maintenance or overhaul work, or alterations, modifications or additions to the extent required or permitted by this Agreement; or
- (b) as expressly permitted by this Agreement.

Lessee will not be considered to have parted with possession of a Multiple Unit if Lessee has not given up operational control of such Multiple Unit.

3.2 **Permitted Subleasing**

Provided that no Event of Default has occurred and is continuing, and subject to paragraphs 3.3 to 3.6 (inclusive), Lessee may sub-lease any Multiple Unit, solely for the purposes of its operation and use within the United Kingdom, to any person (a **SubLessee**) which is (a) a legal entity established and existing under the laws of England and Wales or Scotland and resident for tax purposes in the United Kingdom and (b) the holder of a Passenger Licence:

- (a) without the consent of Lessor if such sub-lease is for a period not to exceed 48 hours and, in the reasonable opinion of Lessee, is required in an emergency situation; or
- (b) without the consent of Lessor if such sub-lease is for a period or periods not to exceed in aggregate 30 days (per Vehicle) in any calendar year (and, for these purposes, a **day** shall include any part thereof), but subject to:
 - (i) Lessee having notified Lessor in writing prior to the commencement of such sub-lease of:
 - (A) the identity of the SubLessee;
 - (B) the term of the sub-lease; and
 - (C) the use of the Multiple Unit during the term of the sub-lease; and
 - (ii) the sub-lease being on terms which are substantially similar to the terms and conditions of this Agreement as regards insurance, operational covenants, covenants to protect the title and interests of Lessor and any Financier and covenants to redeliver, but for the avoidance of doubt the sub-lease may impose additional, or more stringent, obligations on the SubLessee than are imposed on Lessee under this Agreement and the rentals payable thereunder may be less than the Rent payable hereunder. In particular (without limitation) the sub-lease must provide that its term does not extend beyond the Scheduled Expiry Date; and
- (c) with the consent of Lessor in any other case, which consent shall be granted if:

- (i) the sub-lease is on terms which are substantially similar to the terms and conditions of this Agreement as regards insurance, operational covenants, covenants to protect the title and interests of Lessor and any Financier and covenants to redeliver, save that the sub-lease may impose additional, or more stringent, obligations on the SubLessee than are imposed on Lessee under this Agreement and the rentals payable thereunder may be less than the Rent payable hereunder. In particular (without limitation) the sub-lease must provide that its term does not extend beyond the Scheduled Expiry Date;
- (ii) the SubLessee is either:
 - (A) a Subsidiary or nominee of the Secretary of State or of the DfT and at the outset of such sub-leasing is not in default in respect of its obligations under any operating lease transaction relating to rolling stock to which it is a party; or
 - (B) a person with an appropriate operational record and whose financial status and condition is approved by Lessor, such approval to be granted or withheld in Lessor's discretion;
- (iii) the SubLessee would, in Lessor's reasonable opinion, be able to operate (and maintain) the Multiple Unit to the required safety standards and, in particular, comply with the Safety Management System applicable thereto;
- (iv) the maintenance of the Multiple Units will continue to be undertaken by the Maintenance Performer pursuant to the Service Agreement or pursuant to other arrangements approved in writing by Lessor (such approval not to be unreasonably withheld or delayed);
- (v) any Government Authority undertakings and any security interests in the Multiple Unit in favour of either Lessor or any Financier, are maintained and not prejudiced; and
- (vi) the sub-leasing of the Multiple Unit to such SubLessee will not have an adverse effect on the quality, reliability or value of the Multiple Unit.

3.3 Lessee Primarily Liable

Lessee shall remain primarily liable hereunder for the performance and observance of all of its obligations under this Agreement to the same extent as if any sub-lease had not been entered into.

3.4 Security Assignment

Lessor may request that Lessee enters into an assignment by way of security (on terms reasonably acceptable to Lessor and any Financier) in respect of its rights under any sub-lease which has a term of six months or more and Lessee agrees to enter into any such assignment if so required by Lessor.

3.5 **Additional Losses**

If in connection with any sub-lease of a Multiple Unit (including a sub-lease in respect of which Lessor has given its consent under paragraph 3.2(c) above), Lessor suffers or incurs any Losses which, were it not for such sub-lease, Lessor would not have suffered or incurred, Lessee shall pay and indemnify Lessor on demand for such Losses.

3.6 **No Pooling**

For the avoidance of doubt, Lessee shall not without the prior written consent of Lessor enter into, and shall not permit the entering into of, any agreement or arrangement in respect of the Multiple Units or any Spares (including, for the avoidance of doubt, any Part) or Special Tool which involves pooling with other operators or with other lessors of rolling stock, spares or special tools.

4. **Inspection**

- (a) Without prejudice to Lessor's inspection rights under Clause 12 and Clause 13, Lessor and any person designated by Lessor may at any time visit, inspect and survey each of the Multiple Units for the purpose of:
 - (i) determining that the same is substantially in the condition required by this Agreement and/or the Service Agreement or in connection with any potential safety concerns or environmental concerns of Lessor, and Lessor will have the right to carry out a safety and environmental audit of the Multiple Units and of Lessee's records in order to satisfy any such concerns; or
 - (ii) in the case of any such visit, inspection or survey during the period of 18 months prior to the Scheduled Expiry Date, determining the condition of such Multiple Unit and affording to any potential subsequent user thereof an opportunity to inspect such Multiple Unit.
- (b) So long as no Event of Default has occurred and is continuing, Lessor shall exercise its inspection rights:
 - (i) upon reasonable written notice and so as not to disrupt unreasonably the commercial operations of the relevant Multiple Unit, with the intent (among other things) that passenger services shall not be interrupted by reason of Lessor exercising its inspection rights, but Lessee shall use its reasonable endeavours to utilise an operationally comparable item of rolling stock available to Lessee in providing such passenger services in order to facilitate Lessor's exercise of its inspection rights; and
 - (ii) without prejudice to Lessor's inspection rights under Clause 12 and Clause 13, no more than once in any 12 month period in relation to each Multiple Unit, provided that none of the three (3) previous visits, inspections or surveys had revealed that any Multiple Unit was not in the condition required by this Agreement in a material respect.

- (c) All costs and expenses of any such visit, inspection or survey shall be for the account of Lessor save that Lessee will pay to Lessor on demand all reasonable out-of-pocket expenses incurred by Lessor in connection with any such visit, inspection or survey if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) such visit, inspection or survey is, in the reasonable opinion of Lessor, desirable as a prudent measure because any of the previous three visits, inspections or surveys have shown that the relevant Multiple Unit or any other Multiple Unit is not in the condition required by this Agreement in any material respect.
- (d) Lessee shall use all reasonable endeavours to permit, or procure permission for, Lessor and any person designated by Lessor at all reasonable times on reasonable written notice to visit any maintenance or repair depot at which Maintenance and Repairs are carried out by or on behalf of Lessee and/or the Maintenance Performer for the purpose of inspecting and surveying the maintenance and repair facilities for the Multiple Units and procedures relating thereto at such depot.
- (e) Lessor will have no duty or liability to make any such visit, inspection or survey as is mentioned in the foregoing provisions of this paragraph 4, and will have no liability arising out of any such visit, inspection or survey other than for the acts or omissions of its employees or designated persons conducting such visit, inspection or survey.
- (f) Lessee will (at its own cost) comply with all mandatory inspection requirements arising from Applicable Law or directives having the force of law which have a compliance date during the Lease Period in relation to each Item of Equipment and are required by any Government Authority.
- (g) In exercising its rights under this paragraph 4 and under Clause 12.1, Lessor will, and will use reasonable endeavours to procure that its designees will:
 - (i) comply with all safety regulations and requirements; and
 - (ii) not do or omit to do anything which would jeopardise or materially impair the safety of the Multiple Units and be responsible for obtaining and will obtain and comply with the material terms of all certificates, licences and authorisations required in order to enable such rights to be exercised.

5. **Registration**

- (a) Lessee will, at its own cost, ensure that at and from the relevant Effective Time and for the duration of its Term each Multiple Unit has a valid and subsisting Statement of Vehicle Configuration and a valid and subsisting Statement of Compatibility and is registered within R2 and the National Vehicle Register with Lessee recorded as Entity in Charge of Maintenance.
- (b) Lessor will use reasonable endeavours to assist Lessee, at Lessee's expense, in (so far as permitted by law) noting in R2 the respective interests of Lessee as operator and Lessor (or, if applicable, any relevant Financier) as owner (or, as the case may be, mortgagee) of such Multiple Unit.

- (c) Lessee shall, at its own cost, take all other steps which only it, in its capacity as an operator of rolling stock, can take in connection with maintaining the Statement of Vehicle Configuration, the Statement of Compatibility and any other certificate required as part of the verification of conformity of engineering change to rail vehicles in accordance with Rail Industry Standard RIS-2700- RST for the Multiple Units in full force throughout their Terms. Without prejudice to paragraph 5(d) of this Schedule 6, neither Lessor nor Lessee will at any time during the Term relating to any Multiple Units do or omit to do any act or thing which could prejudice the existing Statement of Vehicle Configuration, Statement of Compatibility or any other certificate required as part of the verification of conformity of engineering change to rail vehicles in accordance with Rail Industry Standard RIS-2700-RST for such Multiple Unit or the existing registration of such Multiple Unit within R2 and the National Vehicle Register.
- (d) If, in relation to any Multiple Unit:
- (i) Lessor consents to any change in its Permitted Use pursuant to paragraph 6(c) of this Schedule; or
 - (ii) any addition or variation is made to the Maintenance Programme pursuant to paragraph 2(b) or 2(c) of Schedule 7; or
 - (iii) such Multiple Unit is sub-leased in accordance with paragraph 3 of this Schedule; or
 - (iv) any Modification is made to such Multiple Unit in accordance with paragraph 8 of this Schedule,
- then, in any such case, Lessee shall take whatever steps (if any) as are necessary (at Lessee's cost) in order to ensure that the Statement of Vehicle Configuration, the Statement of Compatibility, the Certificate of Verification, and any other certificate required as part of the verification of conformity of engineering change to rail vehicles in accordance with Rail Industry Standard RIS-2700-RST for such Multiple Unit and the registration of such Multiple Unit within R2 and the National Vehicle Register, in each case, reflects (to the extent possible, if at all) such change or addition or variation or sub-lease or Modification (as the case may be) (a **Registration Event**).
- (e) Notwithstanding anything to the contrary contained in this Agreement, no such Registration Event shall be permitted hereunder unless and until any necessary revised Statement of Vehicle Configuration, the Statement of Compatibility, the Certificate of Verification and any other certificate required as part of the verification of conformity of engineering change to rail vehicles in accordance with Rail Industry Standard RIS-2700-RST are issued and/or the necessary revised registration has been effected (or, in any such case, Lessor, acting reasonably, is satisfied that the same will be issued and/or revised when the applicable Registration Event first takes effect).
- (f) Lessee will (at Lessor's cost, save that where an Event of Default has occurred and is continuing it shall be at Lessee's cost) do all acts and things (including without limitation making any filing or registration with any Government Authority) and execute and deliver all documents as may be reasonably required by Lessor following any change or proposed change in the ownership of the Item(s) of Equipment or in the manner of securing Lessor's obligations to any relevant Financier in order to establish,

maintain, preserve, perfect and protect the rights of Lessor under this Agreement and the rights of any Financier under any relevant Security Interest.

6. Lawful, Safe and Approved Operation

Lessee will (at its own cost):

- (a) ***Applicable Law and Safety:*** comply with all Applicable Laws (including, without limitation, those relating to safety of passengers and safe operation of the Multiple Units) for the time being in force applicable to the Multiple Units or, so far as concerns the use, operation, maintenance, repair and modification of such Multiple Units, an owner or operator of rolling stock;
- (b) ***Regulations and Safety:***
 - (i) subject to paragraph 8 (Modifications) and without prejudice to paragraph 6(a), comply with any applicable regulations and recommendations (in the case of recommendations, to the extent Lessee is obliged to comply with the same or a prudent operator of passenger train services would comply) of any Government Authority relating to the safety, or the safe operation, of the Multiple Units; and it is acknowledged that (save to the extent required by paragraph 4(g) of this Schedule 6) Lessor has no responsibility for the safety, or the safe operation, of the Multiple Units;
 - (ii) ensure that the Multiple Units are operated by properly qualified operational personnel in accordance with the Standards, operating practices set out in the “Rule Book” (including its appendices) and the National Operations Publications published by the RSSB from time to time, the Periodic Operating Notices and Weekly Operating Notices covered by RIS-3215-TOM and issued by Network Rail from time to time and instruction manuals for the Multiple Units and any published route restrictions; and
 - (iii) insofar as not undertaken pursuant to paragraph 6(a) or 6(b)(i) or (ii) above, take all appropriate steps to ensure the safety of passengers and the safe operation of the Multiple Units, not do anything which might jeopardise or impair the safety of the Multiple Units or of passengers, and not fail knowingly or omit to do anything if such failure or omission might jeopardise or impair the safety of the Multiple Units or of passengers (and Lessee acknowledges that if any event or matter adversely affects the safety of passengers and/or the safe operation of a Multiple Unit, such steps may include Lessee suspending operation of such Multiple Unit until such matter is satisfactorily remedied, if that is the only prudent course) provided that nothing in this paragraph 6(b)(iii) shall require Lessee to act otherwise than in a manner consistent with that of a prudent passenger rail operator.
- (c) ***Permitted Use:*** not use any Multiple Unit (or permit or allow any Multiple Unit to be used) in any manner contrary to, or inconsistent with, its Permitted Use. If Lessee wishes to change the Permitted Use of the Multiple Units:
 - (i) it shall obtain the prior consent of Lessor to the change, and Lessor may not withhold its consent unless the Multiple Units are technically incompatible with

the proposed new Permitted Use or the Track Access Contract to which Lessee or any relevant SubLessee is a party does not permit such proposed new Permitted Use; and

- (ii) If Lessor grants its consent, it may impose reasonable conditions relating to the change of Permitted Use (including, a reasonable adjustment to the Rent payable on each subsequent Rent Date to reflect any acceleration in the expected diminution in the value of such Multiple Unit which would not have occurred if the Permitted Use had not so changed). If Lessor grants its consent, then the relevant change shall be recorded on a document signed by or on behalf of Lessor and Lessee. The change in Permitted Use shall take effect from the date on which both Lessor and Lessee have executed all relevant instruments recording the change;
- (d) **Personnel Qualifications:** ensure that its operational personnel have the qualifications and hold the licences required by the Rail Regulator, Secretary of State, Network Rail and Applicable Laws;
- (e) **Authorised Commercial Operations:** use the Multiple Units solely in commercial or other operations for which Lessee is duly authorised or permitted by the Secretary of State and any other relevant Government Authority;
- (f) **Track Access Contract etc.:** comply in all material respects with its obligations under each Track Access Contract to which it is a party, the Public Service Contract in relation to which it is the operator, its Passenger Licence, its Safety Management System and its Safety Certificate;
- (g) **Prohibited Goods:** not use the Multiple Units for, or in connection with, the carriage of any goods, materials or items of cargo which could reasonably be expected to cause damage to the Multiple Units and which would not be adequately covered by the Insurances;
- (h) **Training:** not use the Multiple Units for the purposes of training, qualifying or re-confirming the status of operational personnel except:
 - (i) for the benefit of Lessee's or any SubLessee's operational personnel or those of their sub-contractors; and
 - (ii) for the purposes of familiarising properly qualified drivers with routes or the operation of the Multiple Units; provided always, in any such case, that the Insurances relating to the Multiple Units remain in full force and effect and are not thereby prejudiced;
- (i) **Certificates and Licences:** obtain and maintain in full force all certificates, licences, permits and authorisations required for the time being for the use, operation, maintenance, repair and modification of each Multiple Unit as and from the Effective Time and for compliance by Lessee with its obligations under this Agreement;
- (j) **Amendments to Drivers' Manuals:** notify Lessor of any material amendment to any drivers' manual, and Lessee hereby consents to Lessor giving any subsequent operator of the Multiple Units access to any such amendment which impacts on safety or efficient

operation of the Multiple Units; and Lessee confirms that it will not make any claim (financial or otherwise) against Lessor or any such subsequent operator in respect of the same; and

- (k) ***Hazardous Substances:*** ensure that no Hazardous Substances are at any time used in the operation or maintenance of the Multiple Units, unless such Hazardous Substance is expressly permitted by the Purchase Agreement or has the prior written approval of Lessor or would reasonably be expected to be used by a prudent operator of the same or similar business to Lessee.

7. **Parts**

- (a) Lessee will ensure that no Part installed on any Multiple Unit is at any time removed from such Multiple Unit unless:
 - (i) it is replaced as expressly permitted or required by this Agreement; or
 - (ii) the removal is of an obsolete or damaged item and is in accordance with the Maintenance Programme; or
 - (iii) the removal is during the course of maintaining or repairing that Part or the relevant Multiple Unit; or as part of a part rotation programme contemplated in the Maintenance Programme; or for the purpose of making any Modifications, and then, in any such case, only if the removed Part is reinstalled or replaced (unless such Part has become superfluous) by a component, furnishing or item of equipment complying with the requirements of paragraph 7(b) of this Schedule as soon as practicable and in any event no later than the earlier of:
 - (a) the date falling one month after removal; and
 - (b) the Expiry Date relating to the applicable Multiple Unit.
- (b) Lessee will ensure that, except as permitted or required by this Agreement, no component, furnishing or equipment is installed on a Multiple Unit in replacement for a Part unless:
 - (i) it is of the same or a more advanced make and model as the replaced Part;
 - (ii) it is installed by the Maintenance Performer or otherwise approved by the Maintenance Performer;
 - (iii) its installation will not materially diminish the value, utility, performance or condition of the Multiple Unit on which it is installed;
 - (iv) it is in as good operating condition as the replaced Part (assuming that the replaced Part was in the condition and repair in which it is required to be maintained under this Agreement) and, without prejudice to the generality of the foregoing, if it is time or life limited and is not being replaced as part of a part rotation programme contemplated in the Maintenance Programme, has at least equal or a better number of hours and/or miles available until the next scheduled maintenance check or depot visit; and

- (v) upon installation, it becomes the property of Lessor (or any relevant Financier which is the owner or mortgagee of the applicable Multiple Unit) free from Security Interests (other than Permitted Liens) and subject to this Agreement in accordance with paragraph 7(f)
- (c) If no Event of Default has occurred and is continuing, Lessee will be entitled to install a part on a Multiple Unit by way of replacement notwithstanding paragraph 7(b) if:
 - (i) there is not available to Lessee at the time and in the place that the part is required to be installed on such Multiple Unit a replacement part complying with the requirements of paragraph 7(b); or
 - (ii) it would result in an unreasonable disruption of the operation of the relevant Multiple Unit to cease commercial operation of such Multiple Unit until a part complying with paragraph 7(b) becomes available for installation on such Multiple Unit; provided that in the case of either (1) or (2), and as soon as practicable after installation of the same on such Multiple Unit but, in any event, unless otherwise agreed, no later than the earlier of:
 - (a) the relevant Expiry Date; and
 - (b) the date falling 30 days after such installation,

Lessee removes such part and replaces it with the Part it replaced or a part complying with paragraph 7(b).
- (d) Nothing in this paragraph 7 or in any approval given by Lessor with respect to the standard of manufacture or repair of any Part shall constitute a representation or warranty by Lessor, express or implied, with respect to the description, conformity to standards, its satisfactory quality, fitness for any use or purpose, value, condition, performance or design of such Part.
- (e) Lessee will:
 - (i) ensure that any Part which is not installed on the Multiple Unit to which it relates is, except as expressly permitted by this Agreement, properly and safely stored, and kept free from Security Interests other than Permitted Liens; and
 - (ii) promptly notify Lessor if any removed or detached Part is in the possession of any person other than Lessee, any permitted SubLessee, the Maintenance Performer or any permitted sub-contractor of the Maintenance Performer and from time to time use reasonable endeavours to procure that any such person acknowledges in writing to Lessor that it will respect the interest of Lessor (and the Financier of the relevant Multiple Unit) in such Part and will not seek to exercise any rights whatsoever (other than by way of Permitted Liens) in relation to it.
- (f) Title to all Parts (other than Lessee Parts) installed on any Multiple Unit whether by way of replacement, as the result of a Modification or otherwise will on installation, without further act, vest in Lessor (subject to any Lessor Lien) or, as the case may be, any relevant Financier which is the owner (or, as the case may be, mortgagee) of such Multiple Unit

subject to this Agreement, free and clear of all Security Interests other than Permitted Liens. Lessee will at its own expense take all such steps and execute and procure the execution of all such instruments as Lessor may reasonably require and which are necessary to ensure that title so passes to Lessor or, as the case may be, the Financier according to Applicable Law.

- (g) Except as referred to in paragraph 7(f) above, any Part at any time removed from a Multiple Unit will remain the property of Lessor or, as the case may be, the relevant Financier which is the owner (or, as the case may be, mortgagee) of such Multiple Unit until a replacement has been made in accordance with this Agreement and until title in that replacement has passed, according to Applicable Law, to Lessor (or the Financier) subject to this Agreement, free of all Security Interests other than Permitted Liens, whereupon title to the removed Part will pass to Lessee or its nominee free of Lessor Liens.

8. Modifications

- (a) Save for Mandatory Modifications and performance by the Maintenance Performer of services under the Service Agreement, Lessee may not make any Modification to any Multiple Unit without the prior written consent of Lessor (such consent to be granted or withheld within 28 days after a written request therefor from Lessee to Lessor and such consent not to be unreasonably withheld or delayed if Lessor is reasonably satisfied that such Modification would not diminish the marketability, value, utility or performance of such Multiple Unit or diminish, in any material respect, the condition of such Multiple Unit); and Lessee shall not make any Modification to any Multiple Unit otherwise than as provided in this paragraph 8. Lessor shall give or withhold its consent to any Modification to any Multiple Unit (other than a Mandatory Modification or the performance by the Maintenance Performer of services under the Service Agreement) in accordance with Lessor's engineering change procedure AT/E01, subject to any exercise by Lessor of its right pursuant to this paragraph 8(a) to withhold consent to such Modification.
- (b) Unless otherwise agreed in writing by Lessor, Lessee shall (subject to paragraph 8(f) of this Schedule 6) pay all costs of any Modification (which shall include, without limitation, costs incurred as a result of any changes in specification or drawing amendments, and the costs of labour and parts incurred in carrying out such Modification) made pursuant to paragraph 8(a) of this Schedule 6. Where the costs of a Modification are paid for wholly by Lessee, Lessee may at its own cost remove such Modification from the relevant Item(s) of Equipment, provided Lessee complies with paragraph 8(i) of this Schedule 6. Where the costs of a Modification are paid for (wholly or in part) by Lessor, all components, furnishing and equipment comprising such Modification shall become the property of Lessor free from Security Interests (other than Permitted Liens) and subject to this Agreement. Any such Modification shall remain on the Item(s) of Equipment and the Redelivery Condition of the relevant Item(s) of Equipment shall be amended by Lessor to reflect this. However, Lessor may direct Lessee to remove such a Modification from the Item(s) of Equipment on or before its Expiry Date (at Lessee's cost).
- (c) In determining whether to grant or withhold consent to a proposed Modification pursuant to paragraph 8(a) above, Lessor shall have regard to the nature of the

Modification, its likely impact on the value, utility and condition of the relevant Multiple Unit and other Multiple Units of the same or a similar type or class and the identity of the person carrying out such Modification. If Lessor grants its consent pursuant to paragraph 8(a) above, it may do so subject to such conditions as are reasonable in the circumstances.

- (d) Lessee shall ensure that any Modification made by it pursuant to this paragraph 8 is carried out (where possible, by Lessee or the Maintenance Performer, but otherwise by a person approved by Lessor) in accordance with Railway Group Standards and Technical Standards.
- (e) Lessee shall be responsible for ensuring that all Mandatory Modifications to Multiple Units are carried out in accordance with Lessor's engineering change procedure AT/E01 and any and all Applicable Laws, Standards and Technical Standards and within any time limit set by Applicable Law for completion thereof **provided that** where the relevant Mandatory Modification has a required date for completion (the "**MM Completion Date**") falling on or after the Redelivery Date, Lessee shall be responsible for carrying out such Mandatory Modification to an extent that reasonably reflects the ratio of:
 - (i) the duration between the date of coming into force of the relevant Applicable Law and the Scheduled Expiry Date; and
 - (ii) the duration between the date of coming into force of the relevant Applicable Law and the MM Completion Date.

Paragraph 8(f) below shall not apply in relation to the costs of carrying out such a Mandatory Modification, and Lessor shall on demand reimburse to Lessee all of the cost incurred by Lessee in carrying out such Mandatory Modification to the extent contemplated in the proviso above. Lessee's obligations under the proviso at this paragraph 8(e) shall be subject to agreement(s) being reached and/or (as relevant) determination(s) being made in relation to the matters set out at paragraph (g) below.

- (f) Lessee shall pay 100% of the cost of carrying out any Mandatory Modification (the "**Modification Cost**") unless Lessee requests Lessor in writing to pay such cost prior to commencement of the implementation thereof, in which case the following reimbursement provisions shall apply depending on the duration of the useful life of such Mandatory Modification (as determined by Lessor acting reasonably) (the "**Useful Life**"):
 - (i) if the Useful Life ends on or before the Scheduled Expiry Date for the Multiple Unit, Lessee shall reimburse Lessor on demand for the full Modification Cost; and
 - (ii) if the Useful Life ends after such Scheduled Expiry Date, Lessee shall reimburse Lessor on demand for a proportion (the "**Lessee Portion**") of the Modification Cost calculated in accordance with the following formula:

$$\frac{A}{B} \times C$$

where:

A = the number of whole months remaining, as at the date on which the Modification Cost falls due to be paid, until the Scheduled Expiry Date for the relevant Multiple Unit;

B = the number of whole months remaining, as at the date on which the cost Modification Cost falls due to be paid, until the last day of the Useful Life of such Mandatory Modification; and

C = the Modification Cost.

If Lessor is to, at Lessee's request, pay the Modification Cost it shall recover the Modification Cost (in the case of (i) above) or the Lessee Portion (in the case of (ii) above) by way of an agreed increase to the Core Rent payable by Lessee in accordance with paragraph 6 of Schedule 10 over the remaining portion of the relevant Lease Period.

(g) **Consultation:** As soon as practicable after either party first becomes aware that a Mandatory Modification is required to be made, it shall notify the other, and both parties shall consult in good faith with a view to agreeing promptly:

- (i) the extent of the Mandatory Modification and a suitable schedule for carrying it out, such that it will be implemented for all the Multiple Units in an orderly and timely manner prior to the final date permitted by Applicable Laws for such implementation;
- (ii) a list of suitable repairers who could be approached in connection with carrying out such Mandatory Modification;
- (iii) appropriate tendering procedures and performance warranties to be obtained from the party carrying out the relevant Mandatory Modification; and
- (iv) in the case only of Mandatory Modification(s) envisaged by the proviso at paragraph 8(e) above, a programme of work in relation to any such Mandatory Modification(s).

If, following such consultations, agreement is not reached between the Parties with respect to any of the matters referred to above, Lessor will determine each such outstanding matter in its reasonable discretion.

(h) **Mitigation:** If Lessor determines (in its sole discretion) that any proposed Mandatory Modification will be uneconomic then Lessor and Lessee shall consult in good faith, each acting reasonably, to agree what steps may be taken to mitigate the effects of the requirement to implement such Mandatory Modification (including without limitation by applying for a derogation or exemption or by terminating the leasing of the Item(s) of Equipment and entering into a new lease transaction in respect of operationally comparable rolling stock on financial terms acceptable to both Parties).

(i) **Further Removal Provisions:** Lessee shall not remove a Modification if its removal would result in any Item(s) of Equipment not complying with any Applicable Laws in force at the relevant date or which, at that date, have been mandated in relation to a

Mandatory Modification. In removing any Modification, Lessee shall comply with Lessor's engineering change procedure AT/E01 and any and all relevant Standards and Technical Standards and so as to leave such Item(s) of Equipment in the same condition as it would have been in if such Modification had not been made and Lessee shall, at its own expense, make any necessary updates to any existing specification and/or drawing to reflect the removal of such Modification. Title to any Part forming part of a Modification which is removed from any Item(s) of Equipment in the course of removal of such Modification pursuant to the above shall, upon such removal, without further act vest in Lessee or its nominee.

Schedule 7

Maintenance and Repair

1. General Covenants

(a) Covenant

Lessee will keep each Multiple Unit during its Lease Period in good repair and condition (fair wear excepted and subject to any permitted or required Modifications), and in particular (without limitation) will:

- (i) procure the performance of all Maintenance and Repair on such Multiple Unit at the intervals provided in, and otherwise in accordance with, the Maintenance Programme and in accordance with all Applicable Laws; and
- (ii) promptly repair or procure repair of any Multiple Unit which is accidentally damaged.

(b) Defects

- (i) Lessee shall be responsible for promptly making good or rectifying (or procuring the making good of) in accordance with Applicable Law any Defect occurring on or in each Multiple Unit (or any Part installed on such Multiple Unit).
- (ii) For so long as the applicable warranty periods referred to in clause 10 of the Purchase Agreement have not expired, Lessee shall provide Lessor and the Contractor with reasonable access (for the purpose of enabling the Contractor to remedy Defects in accordance with the said clause 10) to each Multiple Unit, so as not to disrupt unreasonably the commercial operations of such Multiple Unit, with the intent (among other things) that passenger services shall not be interrupted by reason of such remedial action, but Lessee shall use reasonable endeavours to utilise other equivalent rolling stock available to Lessee (on terms that do not cause any material disruption to Lessee's business or cause it to incur any material costs or expenses) in providing such passenger services in order to facilitate such remedial action.

(c) Cost

The cost of complying with Lessee's obligations under this Schedule shall be borne by Lessee (without prejudice to Lessee's rights against the Contractor).

2. Amendments to Maintenance Programmes/Technical Standards

(a) General

It is acknowledged that it may be desirable from time to time:

- (i) to add to or vary the Maintenance Programme in order to develop, rationalise and/or correct the practices and procedures described in it and/or to allow Modifications to be carried out in conjunction with the Maintenance Programme; and/or

- (ii) to vary the existing technical standards or designate new technical standards in order to develop, rationalise and/or correct the practices and procedures related to the maintenance and repair of the Multiple Units.

(b) Lessor's Consent

- (i) Subject to paragraph 2(c), Lessee may not make any material addition to or material variation of the Maintenance Programme or Technical Standards without the prior written consent of Lessor (not to be unreasonably withheld or delayed).
- (ii) For this purpose, an addition or variation is material (without limitation) if it consists of or includes extension of any time period or mileage interval between maintenance inspection or intervention or any change to the maintenance task content (e.g. materials, tasks, procedures or similar). Any request for an addition or variation by Lessee to Lessor must include copies of any documentation required by Railway Group Standards in order to implement the same.
- (iii) Lessor shall reply to any request for such consent within thirty (30) days of receipt, either stating whether or not consent is granted, or indicating when a final decision will be made; and Lessor shall make such final decision within a reasonable time after receipt of such request.
- (iv) If Lessor's consent is granted, the Maintenance Programme shall be deemed to be amended, or the varied or new Technical Standard shall be deemed to be applicable, for all relevant purposes of this Agreement with effect from the date of such consent.
- (v) It shall be reasonable for Lessor to withhold its consent if the amendment, addition or variation would be likely to diminish the marketability, value, utility or performance of the Multiple Units or diminish, in any material respect, the condition of the Multiple Units, or have an adverse effect on the safe operation or the useful life of the Multiple Units or on Lessor's ability to re-lease or sell the same.

(c) Permitted Additions and Variations

The provisions of paragraph 2(b)(i) shall not apply to any addition or variation to the Maintenance Programme, or variation to an existing Technical Standard or designation of a new Technical Standard, which is:

- (i) necessary in order to comply with any Applicable Law; or
- (ii) necessary in order to maintain or re-activate any operating or fitness certificate; or
- (iii) in the reasonable opinion of Lessee, desirable in order to facilitate the safe operation and use of the Multiple Units and will not result in the performance of any Maintenance and Repairs which will diminish the value, utility, performance or condition of the Multiple Units; or
- (iv) necessary to implement or reflect any Modification to the Multiple Units otherwise permitted by this Agreement or consented to by Lessor.

In any such case, Lessee shall prepare the text of the relevant addition or variation to the Maintenance Programme or the variation or new Technical Standard and deliver a copy of it to Lessor, together with copies of any documentation required by Railway Group Standards in order to implement the same. The relevant addition or variation shall be deemed to have been made automatically upon such delivery (but without prejudice to the rights of the parties subsequently to agree amendments to that text).

3. **Damage to Multiple Units**

(a) **Recovery and Removal**

If any Multiple Unit becomes damaged, unserviceable or otherwise unfit for use for any reason whatsoever, Lessee shall arrange for recovery of such Multiple Unit and its removal to the location where it is to be repaired. Lessee shall use all reasonable endeavours to ensure that any further damage to such Multiple Unit during the course of its recovery and removal as aforesaid is minimised and promptly rectified.

(b) **Part Replacement**

Lessee will as soon as reasonably practicable procure the replacement of any Part which has become time-, cycle-, mileage- or calendar-expired, lost, stolen, seized, confiscated, destroyed, damaged beyond repair, unserviceable or permanently rendered unfit for use, with a part complying with the conditions set out in paragraph 7(b) of Schedule 6.

4. **Maintenance Reserves**

(a) Lessor reserves the right to require Lessee to pay periodic maintenance reserves to the account referred to in paragraph 4(b) below during any period after the Service Agreement is terminated, in such amounts and at such intervals as Lessor may reasonably require to properly reflect the Maintenance Programme which is then applicable.

(b) Lessee will pay such maintenance reserves to an account in the name of Lessee with a London branch of a bank acceptable to Lessor which shall be subject to a fixed charge in favour of Lessor in form and substance reasonably acceptable to Lessor. Lessee acknowledges that Lessor may grant security over its interest in such account to the Financier.

5. **Assumed Mileage**

Lessee shall promptly notify Lessor if the Assumed Mileage has been or will be exceeded during any calendar year (or shorter period starting on the Effective Time and ending on the last day of the calendar year during which the Effective Time occurred), and will provide details of the actual mileage for the relevant Multiple Units within ten (10) Working Days of receiving a request in relation thereto from Lessor (provided that Lessor may make such a request no more than three (3) times in a calendar year), and shall also provide such details promptly following the end of each calendar year.

Schedule 8

Insurance Requirements

1. Required Types of Insurance

Lessee will, at its own cost and expense, throughout the Lease Period in relation to each Item of Equipment, effect and maintain the following Insurances:

Equipment (other than the Spares and Special Tools):

- (a) **ALL RISKS PROPERTY** insurance for all insurable risks of physical loss of or damage including terrorism to such Multiple Unit during its Lease Period, for an amount not less than the Agreed Value of such Multiple Unit and on the basis that an Event of Loss in respect of a Vehicle shall constitute an Event of Loss in respect of the Multiple Unit in which such Vehicle is comprised;
- (b) **THIRD PARTY LIABILITY** insurance covering legal liability of Lessee for death, bodily injury to or disease of any person (including any directors, officers, agents, employees, servants and secondees of Lessee) and accidental loss of or damage to property caused by or arising directly or indirectly through such third party liability risks as may be customary from time to time for operators and/or lessors of rolling stock in the United Kingdom to insure against, but at a minimum will include the construction, ownership, operation, maintenance, renewal and/or control of such Multiple Unit and such other third party liability risks as may be required by applicable law or as Lessor may from time to time reasonably require following advice from its insurance advisers in an amount not less than the Minimum Liability Coverage in respect of each and every occurrence.

The Insurances shall comply with the following requirements:

Property Insurance: Minimum Amount Insured: Agreed Value for any one incident or claim arising therefrom, subject to an aggregate loss limit of not less than one hundred million pounds Sterling (£100,000,000) per incident (or £500,000 for mechanical breakdown).

Liability Insurance: Minimum Liability Coverage: One hundred and fifty five million pounds Sterling (£155,000,000) for any one incident or claim arising thereunder (other than for liability arising out of products or pollution which is limited to one hundred and fifty five million pounds Sterling (£155,000,000) in the aggregate in respect of the period of Insurance evidenced) (or, in each case, such greater amount as the Rail Regulator may from time to time approve.

Maximum Deductible: Not to exceed £250,000 or such higher amount as may be agreed in writing by Lessor and Lessee from time to time.

Spares and Special Tools Insurance: All Risks Property insurance for all insurable risks of physical loss of or damage to Spares and Special Tools during their Lease Periods, on a reinstatement value basis.

2. **Agreed Values**

The “**Agreed Value**” of any Multiple Unit at any time shall be an amount in pounds Sterling equal to the sum of:

(A x B) + C

where:

A =

- (a) [REDACTED] (in respect of any Class 444 Multiple Unit);
- (b) [REDACTED] (in respect of any Class 450 Multiple Unit with a “450 0” unit number designation); and
- (c) [REDACTED] (in respect of any Class 450 Multiple Unit with a “450 1” unit number designation);

B = the percentage set out opposite the then current period in the third column of the table below applicable to such Multiple Unit (or, where an Event of Loss has occurred in respect of such Multiple Unit, the period in which such Event of Loss occurred):

Table for any Class 444 Multiple Unit


From	To	Percentage (B)
25/05/2025	30/06/2025	[REDACTED]
01/07/2025	30/06/2026	
01/07/2026	30/06/2027	
01/07/2027	30/06/2028	
01/07/2028	30/06/2029	
01/07/2029	30/06/2030	
01/07/2030	30/06/2031	

Table for any Class 450 Multiple Unit with a “450 0” unit number designation

From	To	Percentage (B)
25/05/2025	30/06/2025	[REDACTED]

01/07/2025	30/06/2026	
01/07/2026	30/06/2027	
01/07/2027	30/06/2028	
01/07/2028	30/06/2029	
01/07/2029	30/06/2030	
01/07/2030	30/06/2031	

Table for any Class 450 Multiple Unit with a “450 1” unit number designation

From	To	Percentage (B)
25/05/2025	30/06/2025	
01/07/2025	30/06/2026	
01/07/2026	30/06/2027	
01/07/2027	30/06/2028	
01/07/2028	30/06/2029	
01/07/2029	30/06/2030	
01/07/2030	30/06/2031	

and

C = the cumulative amount from time to time funded by Lessor in respect of any enhancements or Modifications to such Multiple Unit after the date of this Agreement.

3. **Insurance or Reinsurance**

The Insurances will be effected and maintained either:

- (a) on a direct basis with insurers of recognised standing authorised by any relevant authority to undertake railway rolling stock insurance programmes and led by reputable underwriter(s) approved by Lessor (such approval not to be unreasonably withheld or delayed); or
- (b) with a single insurer or group of insurers approved by Lessor who does not retain the risk but effects substantial reinsurance with reinsurers, and through brokers, of

recognised standing and approved by Lessor for a percentage approved by Lessor of all risks insured (such approval, in each case, not to be unreasonably withheld or delayed) (the *Reinsurances*).

4. **Requirements for All Risks Property Insurances**

The all risks property insurances will:

- (a) be in the name of Lessee and will name Lessor, any Financier and their respective successors and assigns as additional insureds for their respective rights and interests (warranted, either in the policy itself or in another related document, in the case of any relevant Financier and its successors and assigns, as to itself only, no operational interest);
- (b) contain a loss payee Clause reflecting the relevant provisions of paragraph 7 of this Schedule and otherwise in form and substance satisfactory to Lessor;
- (c) (where appropriate and required by Lessor) include a notice and/or acknowledgement of assignment (relating to the assignment of Lessor's interest in the Insurances to any Financier) in a form reasonably acceptable to Lessor;
- (d) confirm that the insurers are not entitled to replace the relevant Vehicle in the event of an Event of Loss in relation to that Vehicle without the consent of Lessor; and
- (e) contain no exclusion for communicable disease, save to the extent disclosed to, and consented to in advance by, Lessor.

5. **Requirements for Third Party Liability Insurances**

The third party liability insurances will:

- (a) be in the name of Lessee and will name Lessor, any Financier and their respective successors and assigns and their respective shareholders, Subsidiaries, directors, officers, agents, employees, servants and secondees as additional insureds, for their respective rights, liabilities and interests (warranted, in the case of each additional insured other than Lessor, as to itself only, no operational interest);
- (b) indemnify each insured in respect of claims made by any of them against any other insured to the extent of the limits of liability;
- (c) accept and insure the indemnity provisions in Clause 10 to the extent of the risks covered by the policies and the relevant terms and conditions of this Schedule 8;
- (d) without prejudice to paragraph 8(c) of this Schedule 8, be without exclusion of liability for loss of or damage to property or death, injury or illness to persons arising out of defects in the Items of Equipment; and
- (e) contain no exclusion for communicable disease.

6. Insurance Covenants

- (a) Lessee will ensure that all legal requirements as to insurance of Multiple Units which may from time to time be imposed by applicable law, insofar as those requirements affect or concern the operation of such Multiple Unit, are complied with.
- (b) Lessee will not use, cause or permit any Multiple Unit to be used for any purpose or in any manner not covered by the Insurances or in contravention of any restriction imposed by the Insurances on lines of route or depots.
- (c) Lessee will comply with the terms and conditions of the Insurances and not do anything or consent or agree to any act or omission which:
 - (i) invalidates or would reasonably be expected to invalidate the Insurances;
 - (ii) renders or would reasonably be expected to render void or voidable the whole or any part of the Insurances; or
 - (iii) brings any particular liability within the scope of an exclusion or exception to the Insurances.
- (d) Lessee will not take out, without the consent of Lessor, any insurance or reinsurance in respect of any Item of Equipment other than the Insurances which it is required to take out under this Agreement; Lessor will not withhold consent unless it is reasonably likely to prejudice Lessor's ability to recover under any of the Insurances.
- (e) Lessee will on or prior to the Effective Time provide to Lessor a certificate of insurance addressed to Lessor and each Financier of such Item of Equipment and a broker's letter of undertaking addressed to Lessor and the agent acting on behalf of each such Financier, which will include, inter alia, a provision for at least 30 days' written notice to be given of:
 - (i) their intention to cancel or void the Insurances in the event of non-payment of the premium; or
 - (ii) their intention to cancel the Insurances for any reason (including where at the request of Lessee); or
 - (iii) any material reduction in the cover provided under the Insurances, arising after the inception of the Insurances (including at the request of Lessee), each of the certificate of insurance and broker's letter of undertaking to be in a form reasonably satisfactory to Lessor evidencing that Lessee has complied with its obligations under this Agreement with respect to effecting the Insurances.
- (f) Lessee will commence renewal procedures in relation to the Insurances which it is required to effect and maintain under this Agreement at least 60 days prior to expiry of such Insurances and will provide to Lessor:
 - (i) if required, a written status report of renewal negotiations 14 days prior to each expiry date;

- (ii) electronic mail transmitted confirmation of completion of renewal prior to each expiry date; and
 - (iii) a certificate of insurance and (if appropriate) a broker's letter of undertaking in a form reasonably acceptable to Lessor detailing the coverage and confirming the insurers' agreement to the specified insurance requirements of this Agreement within fourteen (14) days after each renewal date.
- (g) Lessee will promptly pay any premiums due in respect of the Insurances which it is required to effect and maintain under this Agreement.
- (h) Lessee will, on request, provide to Lessor copies of documents and/or certificates evidencing the Insurances taken out pursuant to this Agreement and the payment of premiums thereunder.
- (i) Lessee will, at each renewal, procure that the broker provides to Lessor:
 - (i) written confirmation that no communicable disease exclusion applies to the third party liability insurances, and that no new exclusions apply to the Insurances, including, but not limited to, with respect to communicable disease; and
 - (ii) copies of all communicable disease exclusions (and any associated write-backs) applicable to the Insurances.
- (j) Subject as provided in paragraph 11, Lessee will not make any modification or alteration to any of the Insurances materially adverse to the interests of any other insured party.
- (k) Lessee will be responsible for any deductible, and shall bear any part of any loss or liability which is to be borne by the insured, under any of the Insurances (irrespective of which party is required to effect and maintain the same under this Agreement).
- (l) Lessee will provide any other insurance and reinsurance related information or assistance in respect of the Insurances which it is required to effect and maintain under this Agreement as Lessor may reasonably require and will preserve all placing slips, certificates, renewal receipts, confirmation of renewal cover notes, correspondence and policies with regard to any of the Insurances which Lessee has within its possession.
- (m) Lessee will:
 - (i) promptly notify Lessor of any loss, theft, damage or destruction of or to any Item of Equipment or any other occurrence in relation to any Item of Equipment which, in any such case, occurs when such Item of Equipment is in the possession of Lessee and which will, or is likely to, give rise to a claim under the Insurances in excess of the Relevant Casualty Amount; and
 - (ii) provide, on a periodic basis, such information as Lessor may reasonably require for the purposes of compiling a full historic insurance claims record for each Item of Equipment.

- (n) Lessee will provide to Lessor, on reasonable request, details of any negotiations in which it may be involved with the insurance brokers relating to any claim arising under the Insurances.
- (o) Lessee shall comply with any insurance requirements of the Secretary of State and/or the Rail Regulator including, without limitation, those set out in the Direct Agreement and the Public Service Contract.

7. **Application of Insurance Proceeds**

As between Lessor and Lessee:

- (a) all insurance payments received as the result of an Event of Loss occurring with respect to an Item of Equipment during its Lease Period relating thereto will be paid to Lessor and applied by Lessor:
 - (i) in respect of any Multiple Unit, in discharging Lessee's outstanding obligations under Clause 11.1(a) or, if Lessee's obligations under Clause 11.1(a) have already been discharged, Lessor will pay to Lessee, by way of rebate of Rent, an amount equal to the lesser of (a) the amount of such insurance payments so received by Lessor and (b) the relevant Agreed Value;
 - (ii) in respect of any Spare or Special Tool, in accordance with Clause 11.1(d);
- (b) all insurance payments received as the result of any property damage to an Item of Equipment during its Lease Period not constituting an Event of Loss will, if in excess of the Relevant Casualty Amount, be paid to Lessor and applied by Lessor in repair of the relevant Multiple Unit or in reimbursement to Lessee of the cost of repairing the relevant Multiple Unit (upon Lessor being satisfied that the repair has been effected in accordance with this Agreement);
- (c) all insurance payments received as the result of any property damage to an Item of Equipment during its Lease Period not constituting an Event of Loss shall, if equal to or less than the applicable Relevant Casualty Amount, be paid by the insurer directly to Lessee;
- (d) all insurance payments received in respect of third party liability claims will be paid to the relevant third party in satisfaction of the relevant liability or to Lessor or Lessee (as the case may be) in reimbursement of any payment so made; and
- (e) notwithstanding sub-paragraphs (a), (b) and (c) above, if at the time of payment of any such insurance proceeds an Event of Default has occurred and is continuing, all such proceeds will be paid to Lessor and Lessor shall have no obligations to Lessee under sub-paragraphs (a) and (b) above unless and until any relevant Event of Default is no longer continuing, and with respect to sub-paragraph (c) above, if while such Event of Default is continuing Lessor receives any amount thereunder which would otherwise have been payable direct to Lessee, Lessor shall not be required to pay such amount to Lessee unless and until any relevant Event of Default is no longer continuing; provided that Lessor will nevertheless apply any insurance proceeds received by Lessor as a result of the operation of this sub-paragraph (e) in discharging amounts outstanding from Lessee to Lessor under the Contract Documents.

8. General Requirements for Insurances

All Insurances will:

- (a) be in accordance with normal industry practice of persons owning or, as the case may be, operating similar rolling stock in similar circumstances;
- (b) provide cover denominated in pounds Sterling;
- (c) operate subject to such limitations and exclusions and in such amounts as Lessor may reasonably approve (consistent with market practice for the insurance of UK passenger rolling stock against property damage and third party risks), it being acknowledged that aggregate limits of liability and sums insured may operate across the whole of Lessee's business including other rolling stock owned or operated by Lessee;
- (d) include a severability of interests clause which provides that the policy will be treated in all respects as though it were a separate divisible policy in respect of each insured and additional insured to the extent of such insured's interest in the property insured subject to the insurer's liability not being increased thereby;
- (e) contain a provision that the insurers agree not to delay or reduce payment to any insured (liability under the policy otherwise having been admitted) if at the time of any loss, destruction or damage there is any other insurance effected by such insured covering any of the property which has been lost, destroyed or damaged, except that if any such other insurance has been effected by such insured, the insurers may separately seek recovery from the relevant other insurers to the extent of any indemnity paid to such insured for such loss, destruction or damage;
- (f) acknowledge (either in the policy itself or in another related document) that the insurer is aware (and has seen a copy) of this Agreement and that Items of Equipment are owned by Lessor (or, where appropriate, a Financier) and (if applicable) that Lessor's interest in the Insurances is subject to a security assignment in favour of a Financier;
- (g) provide that no representation, misrepresentation, disclosure, non-disclosure or other act, omission or error whatsoever or breach of duty or obligation or terms or conditions of the policy by any one insured shall affect the rights of any other insured under its distinct and severable contract of insurance, save to the extent that such other insured or additional insured knew or ought reasonably to have known of the same (but did not disclose the same to the insurers);
- (h) provide that the insurers agree not to exercise any rights of subrogation against any insured under the policy notwithstanding the severability of interests and notwithstanding that any insured may have an interest in the property insured varying in time and amount, provided that such provision shall not apply to any insured who ceases to be an insured under the Insurances;
- (i) provide that no additional insured will have any obligation or responsibility for the payment of any premiums due (but reserve the right to pay the same should any of them elect so to do) and that the insurers will not exercise any right of set-off or counter-claim in respect of any premium due against the respective interests of the additional insureds

other than outstanding premiums relating to the relevant Multiple Unit the subject of the relevant claim;

- (j) provide that the Insurances will continue unaltered for the benefit of the insureds for at least thirty (30) days after written notice of any cancellation, change, modification or lapse by reason of non-payment of premiums or instalment or otherwise thereof has been received by Lessor, Lessee and any relevant Financier;
- (k) where paragraph 3(b) of this Schedule 8 applies, the relevant reinsurance will:
 - (i) be on the same terms and conditions as the original insurances and will include the provisions of this Schedule 8;
 - (ii) provide in the case of any bankruptcy, insolvency, liquidation, dissolution or similar proceedings of or affecting the original insurer that the reinsurers' liability will be to make such payments as would have fallen due under the relevant policy of reinsurance if the original insurer had (immediately before such bankruptcy, insolvency, liquidation, dissolution or similar proceedings) discharged its obligations in full under the original insurance policies in respect of which the then relevant policy of reinsurance has been effected; and
 - (iii) contain a "cut-through" clause in form reasonably satisfactory to Lessor;
- (l) contain a provision entitling any additional insured to initiate a claim under the relevant policy in the event of refusal or failure of the Lessee to do so; and
- (m) provide for cover to apply on a "claims occurring" basis and not on a "claims made" basis.

9. **Employer's Liability Insurance**

Lessee shall (to the extent required by Applicable Laws) effect, at its own cost and expense, and keep in effect from the date hereof, employer's liability insurance in respect of Lessee's liability to its employees, providing for such indemnity and in such form as to comply with Applicable Laws. The provisions of paragraph 8 of this Schedule 8 do not apply to the insurance required by this paragraph 9 of this Schedule 8.

10. **Continuing Indemnity**

In accordance with paragraph 8(i), all Insurances shall provide cover on a "claims occurring" basis and not on a "claims made" basis. If the Insurances do not provide cover on a "claims occurring" basis or Lessor reasonably believes that the insurers with respect to any Insurances may not be able to meet their liabilities thereunder, then Lessor may require Lessee to effect and to maintain third party liability insurance relating to the Items of Equipment after the Expiry Date relating thereto covering Lessee's liability to Lessor under the indemnity in Clause 10. Lessor may not, however, require Lessee to effect and maintain any such insurance (a) for any period in excess of two years after the relevant Expiry Date (or, if later, the Redelivery Date) or (b) to the extent that the same is not obtainable in the market on reasonable commercial terms (including, without limitation, with respect to the premium payable). Any such insurance shall name each Indemnatee as an additional insured. Lessee's obligation under this paragraph 10 shall not be

affected by any of the Indemnitees ceasing to have any interest in respect of the Items of Equipment.

11. Additional or Changed Requirements

- (a) Lessor may from time to time stipulate other requirements for such Insurances which are reasonable in all the circumstances and which arise out of changes in rolling stock insurance practice, legislation governing or affecting rolling stock or other technical requirements or where so advised to do by Lessor's insurance advisers so that the scope and level of cover is maintained (in each case in accordance with current market practice) and the interests of Lessor and any relevant Financier are protected (in each case in accordance with current market practice).
- (b) In addition, Lessor may from time to time require that Lessee effects and maintains other insurances (such as, but not limited to, business interruption insurance and/or professional indemnity insurance and/or cyber insurance) in relation to its business and/or assets if Lessor is of the reasonable opinion that such other insurances are required (in each case in accordance with current market practice) to protect the interests of Lessor as a prudent owner and/or lessor of rolling stock or any Financier and taking into account the financial condition, status and known liabilities of Lessee and provided also that such additional insurance is of a type obtainable in the market on reasonable commercial terms including, without limitation, with respect to the premium payable.
- (c) If Lessor wishes to revoke its approval of any insurer or reinsurer (whether because of doubts as to the financial condition of such insurer or reinsurer or because Lessor is of the reasonable opinion that the terms and conditions of, and rates for, the Insurances provided by such insurer or reinsurer are not competitive), the parties and/or their respective brokers for the time being will consult regarding whether that approval should be revoked and the relevant insurer changed.
- (d) If, following the consultation, Lessor reasonably determines that any such insurer may be unable to meet its obligations as they fall due, Lessor shall so notify Lessee and Lessee will then arrange or procure the arrangement of an alternative insurer satisfying, in the reasonable opinion of Lessor, the requirements of paragraph 3 of this Schedule.
- (e) Notwithstanding the other terms of this Schedule 8, it is agreed that if at any time any particular requirement of this Schedule 8 (including any additional or changed requirement pursuant to this paragraph 11) has become a requirement that is not capable of fulfilment by insurance placed in the UK or other international insurance market through insurers satisfying the requirements of paragraph 3 of this Schedule 8 or is a requirement that is not capable of fulfilment at premium levels which are commercially reasonable (on the basis of the current market practice of passenger operators operating rolling stock of a similar type to the Multiple Units) then Lessee and Lessor will negotiate in good faith (and both acting reasonably) for a period not exceeding 30 days (provided that during such time, insurance on terms complying with this Schedule 8 remain in effect) with a view to agreeing such amendments to the requirements of this Schedule 8 (including, without limitation, the level of cover required) as shall be necessary to take account of (i) the current practice of the UK insurance market for the insurance of passenger rolling stock in the UK; and (ii) levels and scope and terms of cover available in the UK insurance market at premiums which are commercially reasonable.

12. **Failure to Insure**

If Lessee fails to maintain any Insurances which it is required to effect and maintain under this Agreement:

- (a) Lessor will be entitled but not bound (without limitation to any other rights of Lessor under this Agreement) to pay the premiums due or to effect and maintain insurances reasonably satisfactory to Lessor in accordance with this Schedule 8 or otherwise remedy Lessee's failure in such manner as Lessor reasonably considers appropriate. Any sums so expended by Lessor will become immediately due and payable by Lessee to Lessor upon demand by Lessor, together with interest thereon at the Default Rate, from the date of demand up to (but excluding) the date of repayment by Lessee; and
- (b) Lessor may, at any time while such failure is continuing, require the affected Multiple Units to remain at any location or to proceed to and remain at any location designated by Lessor until the failure is remedied to Lessor's reasonable satisfaction.

Schedule 9

Events of Default

1. Each of the following events or circumstances constitute an Event of Default:
 - (a) **Non-payment:** Lessee fails to make any payment which it is obliged to make to Lessor under any Contract Document to which Lessee is a party within five (5) Business Days after the due date for such payment; or
 - (b) **Insurance:** any Insurances required to be effected and maintained by Lessee are not effected or maintained for any reason, or there is any cancellation, revocation, lapse or non-renewal of any such Insurances; or
 - (c) **Breach:** Lessee fails to comply with any other provision of any Contract Document to which it is a party and, where such failure is in the reasonable opinion of Lessor capable of remedy, the failure continues for thirty (30) days after the earlier to occur of the following dates, being : (i) the date of notice from Lessor to Lessee requiring remedy, and (ii) the date on which Lessee becomes aware of such failure; or
 - (d) **Representation:** any representation or warranty made (or deemed to be made) by Lessee in or pursuant to any Contract Document or in any document or certificate issued pursuant to any Contract Document is or proves to have been incorrect in any material respect when made or deemed to be repeated which has a material adverse effect; or
 - (e) **Cross-Default:**
 - (i) any Financial Indebtedness of Lessee in an amount of not less than the Threshold Amount is not paid when due, or becomes due or (as a result of the occurrence of an event of default, howsoever described, which has not been waived or cured within any applicable grace period) capable of being declared due prior to the date when it would otherwise have become due; or
 - (ii) the security for any Financial Indebtedness of Lessee in an amount not less than the Threshold Amount is enforced or becomes enforceable; or
 - (iii) any event of default or termination event entitling the other party to terminate, howsoever described, occurs under any lease, hire purchase, conditional sale or credit sale agreement of Lessee in respect of an asset having a capital value of not less than the Threshold Amount and is not waived or cured within any applicable grace period, unless, in any such case, Lessee is disputing payment of such Financial Indebtedness of Lessee or the occurrence of the relevant event of default or termination event in good faith and by appropriate means and demonstrates to the reasonable satisfaction of Lessor that Lessee has adequate resources available to it to pay in full such Financial Indebtedness of Lessee or (as the case may require) the amounts which are likely to fall due for payment under such lease, hire purchase, conditional sale or credit sale agreement; or

- (f) ***Track Access Contract / Public Service Contract:***
- (i) any Track Access Contract to which Lessee is a party and which relates to the Multiple Units and/or their operation is terminated or Lessee's rights thereunder are suspended for a period of 30 days or more, in each case, by reason of a default by Lessee and, in Lessor's reasonable opinion, such termination or, as the case may be, such suspension has a material adverse effect; or
 - (ii) the Public Service Contract is:
 - (A) terminated for any reason or expires by effluxion of time, in each case, prior to the Scheduled Expiry Date unless a Permitted Transfer is concurrently effected in accordance with Clause 17.2; or
 - (B) novated or assigned or transferred in any manner with the result that Lessee ceases to be a party to the Public Service Contract unless a Permitted Transfer is concurrently effected in accordance with Clause 17.2; or
- (g) ***Approvals:*** any consent, authorisation, licence, certificate or approval of or registration with or declaration to any Government Authority required by Lessee in connection with this Agreement is modified, withheld, revoked, suspended, cancelled, withdrawn, terminated or not renewed, or otherwise ceases to be in full force and effect and, in the reasonable opinion of Lessor, the same has a material adverse effect; or
- (h) ***Insolvency:*** Lessee is, or is deemed for the purposes of any relevant law (including section 123 of the Insolvency Act 1986) to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or Lessee suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or
- (i) ***Liquidation:*** any step (including the issuance or lodging of a petition or proposal or convening a meeting or appointment of any liquidator, trustee in bankruptcy, custodian, manager, receiver, administrator, railway administrator or similar officer) is taken with a view to the liquidation, dissolution, composition or arrangement with creditors, rehabilitation, administration, railway administration (in each case, whether out of court or otherwise), bankruptcy or protection from creditors of Lessee or any other insolvency proceedings involving Lessee or any of its assets (other than any step of a frivolous or vexatious nature provided that the rights and interests of Lessor and Financier in the Multiple Units are not materially prejudiced by such step, or in connection with a solvent winding up for which Lessor has given its prior written consent);
- (j) ***Enforcement of Security:*** any steps are taken to enforce any Security Interest over all or any material part of the assets of Lessee; or any attachment, sequestration, distress or execution affects any assets of Lessee which are worth more than £50,000 and is not discharged within 14 days; or
- (k) ***Other Jurisdiction:*** there occurs in relation to Lessee any event anywhere which corresponds with any of those mentioned in paragraphs (h), (i) or (j) above; or
- (l) ***Unlawful:*** it is or becomes unlawful for Lessee to perform all or any of its obligations under any Contract Document to which it is a party, or any Contract Document to which Lessee is a

party is or becomes wholly or partly invalid or unenforceable, and (in the case of partial illegality, invalidity or unenforceability) the same has a material adverse effect; or

- (m) ***Suspension of Business:*** Lessee is removed from the register of companies maintained under the Companies Act 2006, or suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business, other than (i) for the purposes of a solvent reconstruction or amalgamation for which Lessor has given its approval in writing or (ii) temporary suspension of all or part of Lessee's passenger rolling stock operations by virtue of compliance with a directive, requirement or order of any Government Authority not caused by an act or omission of Lessee, where Lessee is taking all reasonable steps to procure that the matter giving rise to such directive is remedied (to the extent it relates to rolling stock operated by Lessee) or to comply with such directive, requirement or order while the relevant circumstances continue; or
- (n) ***Disposal:*** Lessee disposes or threatens to dispose of all or a substantial part of its assets (whether by one or a series of transactions, related or not), other than for the purposes of a solvent reconstruction or amalgamation for which Lessor has given its approval in writing; or
- (o) ***Rights of Lessor:*** Lessee or any person claiming by or through Lessee challenges in any legal proceedings the existence, validity, enforceability or priority of the rights of Lessor or any Financier under any Contract Document to which Lessee is a party; or
- (p) ***Service Agreement:*** without the consent of Lessor (to the extent that the same is required under the terms and conditions of this Agreement), Lessee terminates the Service Agreement, or the Service Agreement ceases to be in full force and effect prior to its expiry date for any other reason (other than the application of the provisions referred to in clause 18.1 of the Service Agreement); unless, in each case, either (i) a replacement maintenance arrangement reasonably satisfactory to Lessor and a corresponding direct agreement between the Secretary of State and the replacement maintenance performer are entered into on or prior to the date when the Service Agreement ceases to be in full force and effect or (ii) Lessor is satisfied that Lessee is taking all available steps to procure appropriate replacement maintenance and repair arrangements for all the Multiple Units; or
- (q) ***Redelivery:*** Lessee fails to redeliver any Multiple Unit to Lessor on or prior to the Expiry Date in accordance with Clause 12.2, unless Lessee is complying with the provisions of clauses 12.3 and 12.4; or
- (r) ***Financier Direct Agreement:*** Lessee repudiates or materially breaches any direct agreement in favour of any Financier relating to any Item of Equipment; or
- (s) ***Transfer:*** this Agreement is novated or assigned or transferred in any manner with the result that Lessee ceases to be a party to this Agreement other than in accordance with Clause 17.2; or
- (t) ***Provision of Security:*** without prejudice to the generality of paragraph (c) above, if Lessee fails to comply with its obligations under Clause 13 (*Intermediate Inspection*) or to provide security or additional security (as the case may be) or if any security provided by Lessee pursuant thereto becomes wholly or partly invalid or unenforceable or otherwise ceases for whatever reason to be available to Lessor whether wholly or in part and where the failure to provide such security (which shall, for the avoidance of doubt, include any security which has previously been provided becoming wholly or partly invalid or unenforceable or otherwise ceasing to be

available to Lessor whether wholly or part) is capable of remedy, the failure continues for thirty (30) days after the date of Lessor's notice to Lessee requiring remedy.

Schedule 10

Payments Schedule

Part A - Rent

1. Categories of Rent

The Rent will consist of Basic Rent and Spares Rent.

2. Basic Rent

- (a) The Basic Rent for each Multiple Unit for each Rent Period shall consist of, and be the aggregate of:

- (i) **Class 444 Multiple Units:** [REDACTED] per month, in the case of each Class 444 Multiple Unit, representing [REDACTED] per Vehicle per month;
- (ii) **Class 450 Multiple Units:** [REDACTED] per month, in the case of each Class 450 Multiple Unit, representing [REDACTED] per Vehicle per month,

(paragraphs 2(a)(i) and 2(a)(ii) being, together, the “**Core Rent**”); and

- (iii) **Class 444 Multiple Units:** [REDACTED] per month, in the case of each Class 444 Multiple Unit, representing [REDACTED] per Vehicle per month; and
- (iv) **Class 450 Multiple Units:** [REDACTED] per month, in the case of each Class 450 Multiple Unit, representing [REDACTED] per Vehicle per month,

(paragraphs 2(a)(iii) and 2(a)(iv) being, together, the “**Enhancement Rent**”).

- (b) The Core Rent shall not be variable except in accordance with paragraph 5 below.
- (c) The Enhancement Rent shall not be variable.

3. Spares Rent

- (a) With respect to the Spares, the Spares Rent shall be [REDACTED] per month.
- (b) No separate rent is payable for the Special Tools.
- (c) The Spares Rent shall not be variable.

4. Rent Periods and Rent Dates

- (a) **Rent Date** shall mean:

- (i) in respect of the first Rent Period for each Item of Equipment, the date on which the Effective Time occurs; and

- (ii) subsequently, the first day in each calendar month following the commencement of the Lease Period in relation to such Item of Equipment but falling prior to the Expiry Date (or, if later, the Redelivery Date) or, if such date is not a Business Day, the immediately succeeding Business Day but without any adjustment to the Rent payable as a result thereof.
- (b) The first **Rent Period** for each Item of Equipment will commence on the date on which the Effective Time occurs, and each subsequent Rent Period for that Item of Equipment will commence on the next succeeding Rent Date, until, save as otherwise provided in this Agreement, the Redelivery Date for that Item of Equipment.
- (c) Each Rent Period will end on the day immediately preceding the Rent Date for the next succeeding Rent Period, except that if a Rent Period would otherwise end on or after the Expiry Date (or, if later, the Redelivery Date), it shall end on the day immediately preceding the Expiry Date (or, as the case may be, the Redelivery Date).
- (d) In respect of a Rent Period for an Item of Equipment, being less than a full calendar month, the Rent for such Rent Period shall be reduced pro rata on a daily basis, assuming a 30 day month, to take account of the actual number of days comprised in such Rent Period.

5. **Modifications**

Where the cost of any Modification to a Multiple Unit is to be met by Lessor in accordance with this Agreement (other than pursuant to the Enhancement Investment Side Letter or the Sanding Modification Side Letter), that cost shall be rentalised by way of an increase in the Core Rent over such period as is determined or agreed under this Agreement, such increase in the Core Rent to be agreed by Lessor and Lessee and calculated by Lessor.

Part B - General Payment and Tax Provisions

1. Payments

- (a) All payments by Lessee to Lessor under this Agreement will be made on the due date and in cleared funds to the Lessor's Account. All payments by Lessor to Lessee under this Agreement will be made on the due date and in cleared funds to the account of Lessee in England designated by Lessee at least 5 Business Days prior to the due date for any payment to Lessee.
- (b) If any payment falls due under this Agreement on a day which is not a Business Day, such payment shall be made on the immediately succeeding Business Day but the amount of such payment shall not be adjusted as a consequence.

2. Operational Tax Indemnity

- (a) Lessee shall indemnify Lessor on demand and keep Lessor fully indemnified at all times on a full indemnity basis from and against any adverse change in Lessor's after-Tax position or after-Tax rate of return to the extent that such adverse change results from any breach or non-performance by Lessee of its obligations under this Agreement (including, without limitation, paragraph 16 of this Schedule) provided that Lessee shall not be obliged to indemnify Lessor where Lessor gave its specific prior written consent to, or specifically requested in writing, the breach or non-performance by Lessee of its obligations under this Agreement.
- (b) Lessee covenants with Lessor to pay to Lessor an amount equivalent to any Tax or any amount on account of Tax which Lessor or any member of the Lessor Group is required by law to pay solely as a result of a failure by Lessee or any other member of Lessee Group, to discharge that Tax.

3. Payments and Taxes

- (a) Subject to paragraph 12 of Part B of Schedule 10, all sums payable to Lessor or to Lessee (for the purposes of this paragraph 3, the "**Payee**") pursuant to or in connection with this Agreement, or any document contemplated by or entered into pursuant hereto, shall be paid in full without any set-off or counterclaim whatsoever and free and clear of all deductions or withholdings whatsoever save only as may be required by law.
- (b) If any deduction or withholding is required by law in respect of any payment due to the Payee from Lessee or Lessor, as the case may be (for the purposes of this paragraph, the "**Payor**") pursuant to or in connection with this Agreement or any document contemplated by or entered into pursuant hereto, the Payor shall:
 - (i) ensure or procure that the deduction or withholding is made and that it does not exceed the minimum legal requirement therefor;
 - (ii) pay, or procure the payment of, the full amount deducted or withheld to the relevant Taxation or other authority in accordance with the applicable law; and
 - (iii) promptly deliver or procure the delivery to the Payee of appropriate receipts evidencing the deduction or withholding which has been made.

- (c) If the Payee determines (acting reasonably, except to the extent that the following provisos give the Payee an absolute discretion, and in good faith) that it has received, realised, utilised and retained a Tax benefit by reason of any Taxes or loss or Relief paid or indemnified against by the Payor under the Contract Documents, the Payee shall, provided it has received all amounts which are then due and payable by the Payor under this Agreement, pay to the Payor (to the extent that the Payee can do so without prejudicing the amount of that benefit or the right of the Payee to obtain any other benefit relief or allowance which may be available to it) such amount, if any, as the Payee shall determine (acting reasonably, except to the extent that the following provisos give the Payee an absolute discretion, and in good faith) will leave the Payee in no worse position than the Payee would have been in if no such Taxes had been paid or indemnified against or if (as the case may be) the deduction or withholding had not been required, provided that:
- (i) the Payee shall have an absolute discretion as to the time at which and the order and manner in which it realises or utilises any Tax benefit;
 - (ii) the Payee shall not be obliged to disclose to the Payor any information regarding its business, Tax affairs or Tax computations;
 - (iii) if the Payee has made a payment to the Payor pursuant to this paragraph 3(c) on account of any Tax benefit and it subsequently transpires that the Payee did not receive that Tax benefit, or received a lesser Tax benefit, the Payor shall pay on demand to the Payee such sum as the Payee may determine as being necessary to restore the after-Tax position of the Payee to that which it would have been had no adjustment under this proviso (iii) been necessary. Any sums payable by the Payor to the Payee under this proviso (iii) shall be subject to the provisions of paragraph 5; and
 - (iv) the Payee shall not be obliged to make any payment under this paragraph 3, if by doing so, it would contravene the terms of any applicable law or any notice, direction or requirement of any governmental or regulatory authority (whether or not having the force of law).

4. VAT

- (a) All payments made by Lessor or Lessee under this Agreement are calculated without regard to VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply (whether that supply is taxable pursuant to the exercise of an option or otherwise) whether by Lessor or Lessee, the amount of that payment shall be increased by an amount equal to the amount of VAT which is chargeable in respect of the taxable supply in question, on provision of a valid VAT invoice.
- (b) Following any adjustment or other payment made pursuant to this Agreement, Lessor shall make such repayment of VAT and issue such credit notes as are required by virtue of such adjustment.

5. Grossing-up of Indemnity Payments

- (a) If Lessor or any member of Lessor Group (for the purposes of this paragraph 5, the **Compensated Party**) makes a payment or suffers a loss in respect of which it is entitled to be indemnified, compensated, reimbursed or otherwise kept harmless pursuant to any provision of this Agreement, and that Compensated Party determines that:
 - (i) the loss or payment is not or is unlikely to be wholly deductible in computing the profits of that Compensated Party for the purposes of Tax whilst the payment to be made by way of indemnity, compensation or reimbursement (for the purpose of this paragraph 5, the **Payment**) will give rise to a liability to Tax or a loss of Relief for that Compensated Party; or
 - (ii) the Payment or any part of it will, or is likely to, give rise to a liability to Tax or a loss of Relief for that Compensated Party in any accounting period of that Compensated Party earlier than the accounting period in which the corresponding loss or payment (or the corresponding part of the loss or payment) is deductible,

then, at the time of the Payment, Lessee shall pay such an amount (the **Additional Payment**) as will, after taking into account any liability to Tax or loss of Relief likely to be suffered or incurred by the relevant Compensated Party in respect of the Payment or the Additional Payment, leave such Compensated Party in the same after-Tax position as it would have been in had the Payment not given rise to any such liability to Tax or loss of Relief and the loss or payment had been so deductible.

- (b) If at the time of a Payment that Compensated Party does not request an Additional Payment but that Compensated Party subsequently determines that an Additional Payment is necessary so to indemnify it, the Additional Payment shall be paid by Lessee to the relevant Compensated Party following a demand by that Compensated Party.
- (c) If a Compensated Party makes a payment or suffers a loss in respect of which it is entitled to be indemnified, compensated, reimbursed or otherwise kept harmless by Lessee pursuant to any provision of this Agreement and that Compensated Party determines that the loss or payment has proved to be deductible (in whole or in part) in computing the profits of that Compensated Party for the purposes of Tax whilst the Payment by Lessee has proved not to give rise to any liability to Tax or loss of Relief for that Compensated Party, to a corresponding extent or has given rise to a liability to Tax or loss of Relief in respect of a later accounting period, then that Compensated Party shall pay to Lessee a rebate of Rent (for the purposes of this paragraph 5 the **"Rebate"**) of such amount as will leave that Compensated Party in the same after-Tax position (taking account of the time value of money) as that it would have been in if the Payment had not given rise to a liability to Tax or loss of Relief for that Compensated Party and the loss or payment had not been so deductible.
- (d) If a Compensated Party subsequently determines that any payment by Lessee to that Compensated Party under paragraph 5(a) or (b) by way of an Additional Payment or any payment by that Compensated Party to Lessee by way of any Rebate under paragraph 5(c) was calculated on an incorrect basis, such adjustment shall be made between that Compensated Party and Lessee as that Compensated Party determines to be necessary to

restore the after-Tax position of that Compensated Party to that which it would have been if such payment had been correctly calculated.

- (e) This paragraph 5 shall not apply where the loss of Relief or liability to Tax was taken into account in calculating the payment.

6. **Deductibility**

Notwithstanding anything contained in this Agreement, if Lessor determines that any payment which it is required to make to Lessee under this Agreement, (excluding any repayment by Lessor of an amount overpaid by Lessee) by way of rebate of Rent or otherwise, will not be fully deductible in computing Lessor's liability to Corporation Tax for the accounting period of Lessor in which the payment is made, Lessor shall be entitled to withhold and retain from that payment such amount (if any) as Lessor determines to be necessary to enable it to occupy the same after-Tax position as it would occupy if the payment were fully deductible for Tax purposes, provided that:

- (a) if:
 - (i) any such payment is made without withholding and Lessor subsequently determines that the payment will not or may not be fully deductible as aforesaid; or
 - (ii) any such payment is made subject to withholding and Lessor subsequently determines that no such withholding ought to have been made or the basis on which the withholding was calculated was incorrect,

such adjustment shall be made between Lessor and Lessee as Lessor determines to be necessary to enable Lessor to occupy the same after-Tax position as it would occupy if no such adjustment were necessary. Any sum payable by Lessee to Lessor under this proviso shall be subject to the provisions of paragraph 5; and

- (b)
 - (i) if, otherwise than as a result of any action or inaction effected or required under any provision of this Agreement or as the result of anything requested or caused by Lessee, Lessor does not carry on a trade, the deductibility of any payment by way of rebate of Rent or otherwise shall, for the purpose of this paragraph 6 of Schedule 10, Part B, be determined as if Lessor did so trade; and
 - (ii) Lessor undertakes that unless Lessor's auditors advise otherwise, and unless an Event of Default has occurred, Lessor will prepare its accounts, tax computations and returns in so far as they relate to any rebate of Rent on a basis consistent with that rebate being fully deductible.

7. **Documentary and Other Taxes**

All stamp, documentary, registration or other like duties or Taxes, including any penalties, additions, fines, surcharges or interest relating thereto (a **Penalty**), which are imposed or chargeable on or in connection with this Agreement (including, without limitation any bills of sale and other documents and instruments which Lessee may reasonably request, as evidence of

transfer of title, under Clause 11.1(c) of this Agreement), or the performance of Lessee's obligations under the foregoing, at any time shall be paid by Lessee, and Lessee shall indemnify Lessor or any member of Lessor Group against any loss which Lessor or the relevant member of Lessor Group may suffer or incur as a result of any delay in paying or failure to pay any such Taxes, other than, in either case, a Penalty or loss which arises because of Lessor or any member of Lessor Group failing to pay any such Tax or duty following receipt from Lessee of the relevant funds; provided that Lessor or any member of Lessor Group shall be entitled but not obliged to pay any such duties or Taxes (whether or not they are its primary responsibility), in any case, where Lessor or the relevant member of Lessor Group determines that a delay in so paying (including a failure so to pay) would prejudice Lessor's interests or the interests of the relevant member of Lessor Group, whereupon Lessee shall on demand indemnify Lessor or the relevant member of Lessor Group against those duties or Taxes.

8. Default Interest

If either party fails to pay any amount payable under this Agreement on the date when it is due, interest will accrue (both before and after judgment) on such unpaid amount from day to day (compounding monthly) during the period commencing on (and including) the due date and ending on (but not including) the date of payment in full, at the rate calculated as being two per cent per annum plus the base lending rate from time to time published by the Bank of England. All such interest will be calculated on the basis of the actual number of days elapsed and a 365 day year and will be payable on demand of the non-defaulting party.

9. Duration

The indemnities set out in this Part B of Schedule 10 will continue in full force and effect after the relevant Expiry Date notwithstanding any breach or repudiation by Lessor or Lessee of this Agreement or any termination of the leasing of the Multiple Units under this Agreement.

10. Certificates

Save where expressly provided in this Agreement, any certificate or determination by Lessor as to any rate of interest or as to any other amount payable under this Agreement will, upon production of supporting evidence reasonably requested by Lessee, in the absence of manifest error, be prima facie evidence of such amount.

11. Partial Payments

If any sum paid or recovered in respect of the liabilities of Lessee under this Agreement is less than the amount then due, Lessor may apply that sum to amounts due under this Agreement in such proportions and order and generally in such manner as Lessor may determine.

12. Set-Off

Lessor may set off any matured obligation owed by Lessee to Lessor under this Agreement (to the extent beneficially owned by Lessor) against any matured obligation owed by Lessor to Lessee under the Contract Documents to which Lessee is party.

13. **Expenses**

- (a) Each party shall bear its own costs and expenses in connection with the preparation and negotiation of this Agreement and the other Contract Documents.
- (b) Whether or not the Multiple Units are delivered to Lessee pursuant to this Agreement, Lessee shall pay to Lessor on demand all out of pocket fees, costs and expenses (including legal and other costs and any VAT thereon) (which if related to preservation of Lessor's rights shall be reasonable fees, costs and expenses) payable or incurred by Lessor in contemplation of, or otherwise in connection with, the enforcement of or preservation of any of Lessor's rights under this Agreement, or in respect of the repossession of Multiple Units. All expenses payable pursuant to this paragraph 13 will be paid in Sterling or, as appropriate, the Sterling equivalent of the amount of such expense in the currency in which the same is incurred by Lessor.

14. **Not used**

15. **Mitigation**

If at any time:

- (a) Lessee is required to make any deduction or withholding from any payment to Lessor under this Agreement; and/or
- (b) Lessor notifies Lessee that Lessor has not achieved and/or does not expect to achieve the same after-Tax return from the purchase and leasing of the Multiple Units hereunder as Lessor had anticipated at the date hereof for any reason whatsoever (whether by virtue of Applicable Law at the date hereof or by virtue of any change in law or interpretation thereof)

Lessee will promptly co-operate with Lessor and use reasonable endeavours to undertake any restructuring or amendment of the Contract Documents, and/or the making of any application for relief or exemption, which Lessor, acting reasonably, proposes for the purpose of reducing or avoiding the need for such deduction or withholding (in the case of (a) above) or enabling Lessor to achieve its anticipated after-Tax return or to mitigate or reduce any loss of return (in the case of (b) above); provided that Lessee does not have to take any action which Lessee determines (acting reasonably and in good faith, and taking account of any protection or compensation offered by Lessor) may have a material adverse effect on Lessee.

16. **Capital Allowances**

Lessee hereby undertakes to Lessor, in respect of each Item of Equipment, that from the date hereof until the date of the sale or Event of Loss (if any) of such Item of Equipment Lessee will not claim any Capital Allowances in respect of such Item of Equipment, except in respect of any Lessee Part.

Termination Sum

1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.



Schedule 12

Purchase Agreement

Part A - Purchase Agreement Provisions

1. Purchase Agreement Confidentiality Obligation

- (a) Lessee agrees that it shall, in respect of the receipt or use of any Deliverable Documentation or Technical Resource Materials, or the sub-licence to Lessee of any rights licensed to Lessor under the Purchase Agreement, be bound by the same obligations of confidentiality and the same restrictions in terms of the use or exercise of such Deliverable Documentation or Technical Resource Materials or those rights as bind Lessor under the Purchase Agreement, as if those obligations and restrictions were set out in full herein with any necessary amendments subject always to the same exclusions as set out, *mutatis mutandis*, in the Purchase Agreement.
- (b) Lessee's obligations under this paragraph 1 shall survive the expiration or termination of the leasing of the Multiple Units under this Agreement, howsoever arising.

Part B - Other Purchase Agreement Provisions

1. Availability of Spares and Special Tools

Lessee hereby undertakes, at all times during the Lease Period in relation to each Item of Equipment, to make the Spares and the Special Tools available to the Maintenance Performer in order to allow the Maintenance Performer to comply with its obligations under the Service Agreement in relation to such Spares and Special Tools.

2. Right to audit Intellectual Property

Promptly upon request of Lessee, Lessor shall make a request to the Contractor pursuant to Clause 15.7(e) of the Purchase Agreement for access for Lessee to the Technical Resource Materials (including those held on computer systems) in order to carry out a Performance Audit (as defined in the Purchase Agreement).

Schedule 13

Dispute Resolution

1. Initial Negotiations and Escalation Procedure

- (a) Subject to paragraphs 6 and 7, neither party shall commence any legal proceedings in connection with any Dispute until the procedures set out in paragraphs 1(b), 2 and 3 have been completed, unless it is necessary for that party to do so in order to protect or preserve any cause of action it may have against the other party, in which case the proceedings shall be served on the other party and stayed by consent until such time as the parties have completed the procedures set out in paragraphs 1(b), 2 and 3.
- (b) The parties shall attempt in good faith to resolve any Dispute promptly by negotiation which shall be conducted as follows:
 - (i) any Dispute shall in the first instance be referred by a written Notice of Dispute, from the referring party to the other party. Within 10 Business Days after the date on which the Notice of Dispute is received, the party receiving the Notice of Dispute shall deliver to the other party a written response to the Notice of Dispute (the “**Response**”). Both the Notice of Dispute and the Response shall include a statement of the position of the party preparing the Notice of Dispute or Response, and shall annex any documents relied upon by that party;
 - (ii) within 10 Business Days of receiving a Response to a Notice of Dispute, or if no Response is delivered, within five Business Days of the date upon which the time for delivery of a Response expired, the Lessor’s Representative and the Lessee’s Representative shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute; and
 - (iii) if the Lessor’s Representative and the Lessee’s Representative are unable to, or fail to, reach agreement to resolve the Dispute within 10 Business Days of commencing their discussions pursuant to paragraph 1(b)(i), then each party shall within three Business Days notify the other party of the name of its director who shall be available to discuss and attempt to resolve the Dispute (collectively the “**Directors**”) and within 10 Business Days of being identified the Directors shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute.
- (c) All negotiations and discussions pursuant to paragraph 1(b) are confidential and shall be treated as compromise and settlement negotiations for the purpose of any applicable rules of evidence.

2. Mediation

- (a) If the Directors are unable to, or fail to, resolve the Dispute pursuant to paragraph 1(b)(iii), the parties shall attempt to resolve the Dispute by mediation in accordance with the then current version of the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure (the “**CEDR Model Mediation Procedure**”) (ignoring, for these purposes, any references in the CEDR Model Mediation Procedure to the

involvement of CEDR or “CEDR Solve” unless the parties have agreed to refer the Dispute to CEDR).

- (b) To initiate a mediation pursuant to paragraph 2(a) the claiming party must give notice in writing to the other party addressed to its Director and to the Chief Executive of CEDR requesting a mediation in accordance with paragraph 2(a) and such notice must be given within ten Business Days after the date upon which the time for the Directors to resolve the Dispute pursuant to paragraph 1(b)(iii) expired or such longer period as is reasonable in the circumstances.
- (c) The parties will sign a mediation agreement in accordance with CEDR’s Model Mediation Agreement (or in such other terms as may be agreed by the parties in writing (the “**Mediation Agreement**”)). The Mediation Agreement will be signed not less than seven days prior to the date fixed for the mediation of the Dispute.
- (d) The mediation shall take place in London, and the language of the mediation will be English. The Mediation Agreement referred to in the CEDR Model Mediation Procedure shall be governed by and construed and take effect in accordance with English law.
- (e) If the parties are unable to reach a settlement at the mediation, neither party shall call the mediator(s) as witnesses in any arbitration or court proceedings involving or relating to the Dispute.

3. **Arbitration**

- (a) If the parties have not settled the Dispute by mediation pursuant to paragraph 2, the parties shall endeavour to agree to resolve the Dispute by arbitration to be conducted in accordance with a forum and rules of arbitration to be agreed by the parties.
- (b) The parties shall not refer the Dispute to arbitration unless they have both agreed in writing that the decision of the arbitral tribunal shall be final and binding.

4. **Court Proceedings**

- (a) If the Dispute is not settled by negotiation in accordance with paragraph 1(b) or by mediation in accordance with paragraph 2 and the parties do not agree in writing to resolve the Dispute by arbitration in accordance with paragraph 3 within 10 Business Days after the date of the conclusion of the mediation, either party may initiate court proceedings in respect of the Dispute pursuant to Clause 22, and subject to the other provisions of this Agreement.
- (b) If proceedings have already been issued and served pursuant to paragraph 1(a), either party may apply for the stay to be lifted and shall give at least 10 Business Days’ written notice of this application to the other party.

5. **Continued Performance of Obligations**

Unless the leasing of the Items of Equipment under this Agreement has already been terminated, the parties shall continue to perform their obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this Schedule 13.

6. **Interim Relief**

Nothing in this Agreement shall prevent either party seeking interim relief in any court.

7. **Excluded Disputes**

- (a) Any Dispute (whether as to liability or quantum or both) as to any obligation to make any payment under this Agreement including with respect to the calculation of such payment shall be an **“Excluded Dispute”**.
- (b) At any time, a party, acting in good faith, may notify the other party in writing that it considers a Dispute to be an Excluded Dispute and may at any time thereafter institute proceedings in the English courts in respect of such Dispute (the **“Notice of Excluded Dispute”**). The Notice of Excluded Dispute shall include the grounds on which the party delivering the notice considers the Dispute to be an Excluded Dispute.
- (c) Any disagreement as to whether a Dispute that has been referred to the courts pursuant to paragraph 7(b) is or is not an Excluded Dispute shall be determined by the court in which those proceedings have been initiated.
- (d) Excluded Disputes shall not be referred to negotiation, mediation or arbitration in accordance with paragraphs 1(b), 2 and 3 but shall be subject to the exclusive jurisdiction of the English courts.

8. **Consolidation of Proceedings**

- (a) If, in respect of a Dispute (in this paragraph 8, a **“Subsequent Dispute”**):
 - (i) there are raised issues which are substantially the same as, or connected with, issues raised in any other existing and continuing Dispute (a **“Related Dispute”**); or
 - (ii) some common question of law or fact arises in the Subsequent Dispute and the Related Dispute;
 - (iii) the rights to relief claimed in the Subsequent Dispute and the Related Dispute are in respect of, or arise out of, the same event or set of circumstances,

then:

 - (A) if the Related Dispute has already been referred for determination by arbitration or by a court in accordance with the preceding provisions of this Schedule 13, on the application of any party prior to entering into the appointment of any other arbitral tribunal or referral to any other court (as the case may be), the Subsequent Dispute shall be referred to the arbitral tribunal or court relating to the Related Dispute finally to determine whether the Subsequent Dispute should be heard at the same time as the Related Dispute by the arbitral tribunal or court to which the Related Dispute has been referred and the terms of such referral; and

- (B) if the Related Dispute has yet to be referred for determination by arbitration or by a court in accordance with the preceding provisions of this Schedule 13, on the application of any party prior to entering into any appointment of any arbitral tribunal or referral to any court (as the case may be), the Related Dispute and the Subsequent Dispute shall be referred together to the same arbitral tribunal or court, which shall finally determine whether the Subsequent Dispute and Related Dispute should be heard at the same time as by the arbitral tribunal or court to which they are referred and the terms applicable to any such hearing.
- (b) If proceedings have been commenced and either an arbitral tribunal or a court appointed for both the Subsequent Dispute and the Related Dispute, then on application of any party to the Subsequent Dispute or Related Dispute, but at the discretion of the arbitral tribunal or court, as the case may be, proceedings in respect of the Related Dispute and the Subsequent Dispute may be consolidated on such terms as may be agreed by the relevant parties or, in the absence of such agreement, as directed by the relevant arbitral tribunals or courts, as the case may be. If, in the case of two arbitral tribunals, no agreement can be reached between them as to whether proceedings in respect of the Subsequent Dispute and Related Dispute should be consolidated and on what terms, or which arbitral tribunal should determine the consolidated proceedings, the arbitral tribunal shall be selected by the President of the Council of the Bar of England and Wales and that arbitral tribunal shall determine the terms of the consolidation.
- (c) If a Dispute, Subsequent Dispute or a Related Dispute arises which is, or is to be, referred to arbitration or to a court under this Agreement, and there exists another dispute to which one or more of the grounds set out in paragraph 8(a)(i)-(iii) applies and that other dispute arises under, out of or in connection with an agreement (other than any Contract Document) to which one or more of the parties is a party, then the provisions of paragraph 8(a) and (b) shall apply, *mutatis mutandis*, to the determination of that other dispute, provided that: (i) such other agreement contains provisions for the consolidation of proceedings or concurrent hearings on terms substantially similar to the terms of this paragraph 8 and (ii) the parties to the Dispute, Subsequent Dispute or Related Dispute all provide their prior written consent to the consolidation of proceedings or concurrent hearings in relation to the Dispute, Subsequent Dispute or Related Dispute and the dispute under such agreement. A dispute under another agreement which satisfies all of the conditions of this sub-paragraph shall be treated as a Dispute for the purposes of this paragraph 8.
- (d) Any party to a Dispute, Subsequent Dispute or a Related Dispute as provided for in paragraph 8(a) and paragraph 8(b) may, acting reasonably, object to any proposed consolidation or ordering of concurrent hearings in relation to those disputes and where an objection is exercised, the relevant proceedings shall not be consolidated unless the relevant tribunal or court considers such objection has been raised unreasonably by the relevant party.
- (e) If proceedings are not consolidated pursuant to paragraph 8(a) or paragraph 8(b), concurrent hearing of those proceedings may, on application by any party who is a party to those proceedings, be ordered on such terms as may be agreed by the relevant party or parties or, in the absence of such agreement, as directed by the relevant arbitral tribunals or courts, as the case may be, as directed by the relevant courts. In the absence

of agreement between the relevant arbitral tribunals, the directions under this paragraph 8(e) shall be made by the President of the Council of the Bar of England and Wales.

- (f) Each of the parties acknowledges that the tribunals or courts hearing concurrent proceedings may communicate with each other to enable them to decide the terms on which such hearings are to be conducted and to the extent necessary to permit such communication, the parties waive their rights of confidentiality of proceedings.
- (g) Proceedings to which any party is a party which are neither consolidated nor ordered to be heard concurrently, shall remain confidential to the party or parties, as the case may be, party to such hearings. Where consolidation of proceedings or concurrent hearings in respect of proceedings involving any party have been ordered, such proceedings shall cease to be confidential as between the parties involved in such proceedings but shall otherwise remain confidential for all other purposes.

Schedule 14

Intellectual Property Rights

1. Sub-licence

Lessor hereby grants to Lessee and agrees to grant to Lessee an irrevocable, royalty-free non-exclusive sub-licence (with the right to grant a further sub-licence to any SubLessee or any provider of maintenance, overhaul or repair services), for the Lease Period of each Multiple Unit, to use the Deliverable Documentation and the Technical Resource Materials, the Escrow Materials and any other materials licensed under the Purchase Agreement, as from time to time licensed (and to the extent licensed) to Lessor under the Purchase Agreement, for the purposes of:

- (a) using and operating such Multiple Unit (including personnel training);
- (b) servicing, maintaining, repairing, overhauling and modifying such Multiple Unit (or to have such actions performed by a third party, but not to complete the manufacture of such Multiple Unit), to the extent that Lessee is entitled to do so under this Agreement and elects or is obliged to do so;
- (c) to comply with the request of a Government Authority acting under Applicable Laws for access to the Deliverable Documentation, the Technical Resource Materials, the Escrow Materials or any other materials licensed under the Purchase Agreement;
- (d) to copy the materials sub-licensed for the above purposes; and
- (e) for the other purposes licensed under the Purchase Agreement (to the extent that Lessor may under the Purchase Agreement sublicense such rights to Lessee).

2. Not used

3. Sub-licences granted at request of Lessee

Lessor agrees to sub-license at the request of Lessee, without payment of royalty, the rights granted in paragraph 1 above to any permitted SubLessees or providers of maintenance, repair or overhaul services, for the purpose of:

- (a) using and operating such Multiple Unit (including personnel training); and
- (b) servicing, maintaining, repairing, overhauling and modifying such Multiple Unit (or to have such actions performed by a third party, but not to complete the manufacture of such Multiple Unit), to the extent that Lessee is entitled to do so under this Agreement and elects or is obliged to do so; and
- (c) complying with the request of a Government Authority acting under Applicable Laws for access to the Deliverable Documentation, the Technical Resource Materials, the Escrow Materials or any other materials licensed under the Purchase Agreement;
- (d) to copy the materials sub-licensed for the above purposes; and

- (e) for the other purposes licensed under the Purchase Agreement (to the extent that Lessor may under the Purchase Agreement sublicense such rights to persons other than Lessee).

4. Indemnities

- (a) Lessee hereby agrees to indemnify Lessor in respect of any claims arising against Lessor as a result of the infringement, or alleged infringement, by Lessee, any agent of Lessee (acting in its capacity as agent of Lessee), any SubLessee or any employee or servant of Lessee of the terms of any licence of Intellectual Property Rights granted to Lessee under this Agreement; provided that such indemnity shall not apply in respect of modifications carried out by Lessor to the subject matter of a licence or sub-licence or if the person granting the licence or sub-licence to Lessee was not entitled to grant such licence or sub-licence, or if the infringement or alleged infringement is caused by a breach by Lessor of this Agreement.
- (b) Lessor hereby agrees to indemnify Lessee in respect of any claims arising against Lessee as a result of the infringement, or alleged infringement of any Intellectual Property Rights of any third party through the use by Lessee, any agent of Lessee or any employee or servant of Lessee of any materials licensed (directly or indirectly, e.g. by sub-licensing) to Lessee under this Agreement; provided that such indemnity shall not apply in respect of modifications carried out by Lessee to the subject matter of a sub-licence or insofar as the relevant loss, damage, cost, expenses or liability is caused by the breach by Lessee of the terms of such licence or sub-licence.
- (c) Lessor hereby indemnifies Lessee in relation to the infringement or alleged infringement of any Intellectual Property Rights of any third party by the design, construction and use of the Multiple Units, except that Lessor shall not be required to indemnify any person:
 - (i) in respect of (a) modifications made to the Multiple Units which are not made by the Contractor, and (b) arising out of Improper Use (as that term is defined in the Purchase Agreement); or
 - (ii) to the extent that the infringement or alleged infringement relates to and is caused as a result of use by Lessee of material which was not supplied by the Contractor; or
 - (iii) to the extent that the infringement or alleged infringement results from breach by Lessee of its obligations under this Agreement.
- (d) Lessor shall take all steps reasonably open to it to enforce all its rights in respect of the matters indemnified by Lessor under paragraph (c) above (as if this paragraph (d) did not apply) under the corresponding provision in the Purchase Agreement (Clause 15.10 (a)(ii) of the Purchase Agreement) (for the purposes of this Schedule 14, the “**Contractor IPR Indemnity**”). Lessor shall promptly pay to Lessee an amount equal to all sums which Lessor (or any assignee or Financier) receives (or in the event that such sum is reduced or not paid because of a right of set-off, counterclaim or similar right, the sums which ought to have been paid but for such right of set-off, counterclaim or similar right) in respect of the Contractor IPR Indemnity in respect of the losses, expenses and liabilities of Lessee as a result of the infringement or alleged infringement of any Intellectual Property Rights of any third party by the design, construction and use

of the Multiple Units. The obligations of Lessor set out in this paragraph (d) constitute the entire obligation and liability of Lessor in relation to paragraph (c) above.

- (e) Lessor shall take all steps reasonably open to it to enforce all its rights in respect of the matters indemnified by Lessor under paragraph (b) above (as if this paragraph (e) did not apply) under the corresponding provision in the Purchase Agreement (Clause 15.10 (a)(i) of the Purchase Agreement). Lessor shall promptly pay to Lessee an amount equal to all sums which Lessor (or any assignee or Financier) receives (or in the event that such sum is reduced or not paid because of a right of set-off, counterclaim or similar right, the sums which ought to have been paid but for such right of set-off, counterclaim or similar right) in respect of the corresponding indemnity under the Purchase Agreement (Clause 15.10 (a)(i)) in respect of the losses, expenses and liabilities of Lessee as a result of the infringement or alleged infringement of any Intellectual Property Rights of any third party by the use of the sublicences granted by Lessee under this Agreement. The obligations of Lessor set out in this paragraph (e) constitute the entire obligation and liability of Lessor in relation to paragraph (b) above.
- (f) The parties agree that the relevant indemnifying party shall be entitled to control all proceedings in relation to any claim for which it has granted an indemnity under the above paragraphs. Should any party receive a claim for which it wishes to call upon an indemnity granted under the above paragraphs, it must:
 - (i) notify the relevant indemnifying party promptly of such claim;
 - (ii) not admit liability in relation to or settle such claim without the indemnifying party's prior written consent;
 - (iii) allow the indemnifying party to contest or settle such claim as it sees fit; and
 - (iv) provide all reasonable assistance to the indemnifying party in connection with its handling of such claim.
- (g) The party giving the indemnity shall fully indemnify and keep indemnified the indemnified party within thirty days of demand against any action, claim demand, proceeding, cost, charge or expense (including reasonable legal expenses on a solicitor-client basis), and against all costs and damages of any kind which the indemnified party may incur in connection with any actual or threatened proceedings before any court or arbitration body, arising from or incurred by the indemnified party by reason of the matter which is the subject of the indemnity in question.

5. IPR of Lessee

Lessee shall use its reasonable endeavours to procure the grant to Lessor of a non-exclusive irrevocable, royalty-free perpetual licence (including the right to sub-licence) to use any intellectual property rights arising from any Modification or maintenance of any Multiple Unit for the purpose of maintaining, modifying, operating leasing and repairing that Multiple Unit.

Schedule 15

Form of Lease Assignment, Assumption and Amendment Deed

DATED [●]

[EXISTING OPERATOR]
as Existing Lessee

ANGEL TRAINS LIMITED
as Lessor

[SUCCESSOR OPERATOR]
as New Lessee

LEASE ASSIGNMENT, ASSUMPTION AND AMENDMENT DEED¹

relating to the Operating Lease Agreement dated 17 August 2017
and relating to Class 444
and 450 Desiro Electric Multiple Units
(Angel Trains Reference: OLA/FMTR/ SWRL/25-06)

¹ **Note:** All cross-references to, and terms defined by reference to, the Lease are subject to review and confirmation.

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DATED [●]

PARTIES

- (1) **[EXISTING OPERATOR]** (company no [INSERT]) whose registered office is at [ADDRESS] (“**Existing Lessee**”);
- (2) **ANGEL TRAINS LIMITED** (company no 02912655) whose registered office is at 123 Victoria Street, London SW1E 6DE (“**Lessor**”); and
- (3) **[SUCCESSOR OPERATOR]** (company no [INSERT]) whose registered office is at [ADDRESS] (“**New Lessee**”),

(the Existing Lessee, the Lessor and the New Lessee together, the “**Parties**” and each a “**Party**”).

BACKGROUND

- (A) We refer to the Operating Lease Agreement (Angel Trains Reference: OLA/SWRL/25-06) dated [●] May 2025 between the Lessor and the Existing Lessee relating to, amongst other things, Class 444 and 450 Desiro Electric Multiple Units, and as novated, assigned and assumed, amended, amended and restated, varied, and/or supplemented from time to time prior to the Effective Time (the “**Lease**”).
- (B) By the Lease and related other Lease Documents, the Lessor leases the Rolling Stock to the Existing Lessee on the terms and subject to the conditions contained in the Lease and related other Lease Documents.
- (C) The Parties have agreed that, subject to the occurrence of the Effective Time, the Rolling Stock will cease to be operated by the Existing Lessee, and that the New Lessee shall assume all rights, liabilities and obligations of the Existing Lessee under the Lease Documents on the terms and subject to the conditions set out in this deed (“**Deed**”).
- (D) The Parties have agreed that the leasing arrangements between the Lessor and the New Lessee will be on the terms and subject to the conditions contained in the Assigned and Assumed Lease Documents.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals above):

“**Assigned and Assumed Lease**” means the Lease as assigned to, and assumed by, the New Lessee in accordance with this Deed, and as further amended pursuant to this Deed.

“**Assigned and Assumed Lease Documents**” means the Lease Documents (including the Assigned and Assumed Lease) as assigned to, and assumed by, the New Lessee, in accordance with this Deed, and incorporating the amendments specified in this Deed,

and “**Assigned and Assumed Lease Document**” shall be construed to include a reference to each or any of them as the context permits or requires.

“**Effective Time**” means, subject to the satisfaction, deferral or waiver (as applicable) of the conditions precedent in Clause 5 (*CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT*), [02:00:00 hours on [INSERT]]².

“**Lease**” has the meaning given to it in Recital (A).

“**Lease Documents**” means:

- (a) the Lease; and
- (b) the documents set out in Schedule 1 (*Lease Documents*), each as novated, assigned and assumed, amended, amended and restated, varied, and/or supplemented from time to time prior to the Effective Time,

and “**Lease Document**” shall be construed to include a reference to each or any of them as the context permits or requires.

“**Maintenance Performer**” has the meaning given to it in the Lease.

“**Rolling Stock**” means, in respect of the Lease and related other Lease Documents, the rolling stock and associated equipment leased to the Existing Lessee pursuant to the Lease and related other Lease Documents, and to be leased to the New Lessee pursuant to the Assigned and Assumed Lease Documents, and “**Rolling Stock**” shall be construed to include a reference to all or any of such Rolling Stock as the context permits or requires.

“**Secretary of State**” has the same meaning as that given to it in the Lease.

1.2 Interpretation

In this Deed:

- (a) a reference to a Recital, Clause or Schedule is a reference to a recital or clause of, or schedule to, this Deed;
- (b) a reference to a person includes its successors and permitted assigns;
- (c) words importing the plural shall include the singular, and vice versa; and
- (d) headings are to be ignored in construing this Deed.

² **Note:** Date to be confirmed.

2 ASSIGNMENT AND ASSUMPTION

2.1 With effect on and from the Effective Time, and subject to the provisions of this Deed, including, without limitation, Clause 2.3 (*Claims*) and Clause 2.4 (*Condition of the Rolling Stock*):

- (a) the Existing Lessee with full title guarantee hereby assigns and agrees to assign absolutely to and in favour of the New Lessee all of the Existing Lessee's rights and interests arising at any time before, at or after the Effective Time under the Lease Documents;
- (b) the New Lessee hereby accepts and assumes all of the Existing Lessee's obligations, duties and liabilities arising at any time before, at or after the Effective Time under the Lease Documents;
- (c) the Existing Lessee hereby releases the Lessor from the Lessor's obligations, duties and liabilities arising at any time before, at or after the Effective Time under the Lease Documents, and the Lessor agrees that it has no further rights arising at any time before, at or after the Effective Time against the Existing Lessee under the Lease Documents;
- (d) the Lessor hereby releases the Existing Lessee from the Existing Lessee's obligations, duties and liabilities arising at any time before, at or after the Effective Time under the Lease Documents, and the Existing Lessee agrees that it has no further rights arising at any time before, at or after the Effective Time against the Lessor under the Lease Documents;
- (e) the New Lessee hereby agrees to assume the rights and obligations, duties and liabilities of the Existing Lessee under the Lease Documents, and to perform the obligations as the New Lessee under the Assigned and Assumed Lease Documents arising, in each case, at any time before, at or after the Effective Time; and
- (f) the Lessor hereby consents to and accepts the assumption by the New Lessee of the Existing Lessee's rights and obligations, duties and liabilities under the Lease Documents, and the New Lessee's agreement to perform the obligations (arising at any time before, at or after the Effective Time) as the New Lessee under the Assigned and Assumed Lease Documents.

Each of the foregoing events and agreements is conditional upon the happening of the others and shall occur simultaneously at the Effective Time.

2.2 Effect

The Existing Lessee, the New Lessee and the Lessor accordingly agree that, as of and with effect from the Effective Time, subject to Clause 2.3 (*Claim*) and Clause 2.4(*Condition of the Rolling Stock*):

- (a) the Lease Documents are assigned to, and assumed by, the New Lessee and constitute an agreement between the New Lessee as Lessee and the Lessor as Lessor on the terms and conditions of the Assigned and Assumed Lease Documents;

- (b) the Existing Lessee will cease to lease and operate the Rolling Stock, and the New Lessee accepts the leasing of the Rolling Stock from the Lessor on the terms and conditions of the Assigned and Assumed Lease Documents; and
- (c) the Lessor has been given express notice in writing of the assignment made pursuant to Clause 2.1(a) by virtue of its entry into this Deed.

2.3 NOT USED

2.4 Condition of the Rolling Stock

- (a) The Lessor and the Existing Lessee hereby agree that the obligations of the Existing Lessee under clause 12 (*Redelivery*) of the Lease to redeliver the Rolling Stock leased to the Existing Lessee under the Lease:
- (b) in a condition complying with part B (*Redelivery Condition*) of schedule 4 of the Lease; and
- (c) free and clear of all Security Interests and Permitted Liens (other than Lessor Liens) (as each such term is defined in the Lease),

shall not apply at the Effective Time.
- (d) Each of the Lessor and New Lessee acknowledges and agrees that:
 - (i) at the Effective Time, the Rolling Stock shall be transferred by the Existing Lessee into the possession of the New Lessee on an “as-is, where-is” basis;
 - (ii) the provisions of clause 4.2 to clause 4.4 (*Inspection and Delivery*) (inclusive), clause 4.5 and clause 4.6 (*Acceptance*) and clause 4.10 and clause 4.11 (*Delay*) of the Assigned and Assumed Lease shall not apply in respect of the Rolling Stock; and
 - (iii) for the avoidance of doubt, except to the extent the Lessor and the New Lessee agree in writing to the contrary, the New Lessee shall comply with clause 12 (*Redelivery*) of the Assigned and Assumed Lease when the obligations under that clause fall due for performance in accordance with the terms and subject to the conditions of the Assigned and Assumed Lease.

3 AMENDMENTS TO LEASE DOCUMENTS

3.1 Amendments to the Assigned and Assumed Lease Documents

With effect on and from the Effective Time, the Assigned and Assumed Lease Documents shall be amended or, as the case may be, construed as follows:

[TO BE INSERTED AND CUSTOMISED FOR THE LEASE]³

3.2 References in Other Documents

With effect on and from the Effective Time, any reference to a Lease Document contained in any document delivered under or pursuant to or in connection with a Lease Document shall be construed (so far as it relates to the time at or after the Effective Time) as a reference to the respective Assigned and Assumed Lease Document (as it may be further novated, assigned and assumed, amended, amended and restated, varied, and/or supplemented from time to time).

4 RELEVANT INTERESTS

4.1 Relevant Interests

As a result of the events referred to in the Recitals and Clause 2 (*Assignment and Assumption*) and Clause 3 (*Amendments to Lease Documents*) as of the Effective Time the following interests will exist in relation to the Rolling Stock:

- (a) the Lessor (or, as the case may be, an affiliate of the Lessor) will continue to be the legal and beneficial owner of the Rolling Stock;
- (b) the Existing Lessee will cease to lease and operate the Rolling Stock; and
- (c) the Lessor will lease the Rolling Stock to the New Lessee pursuant to the Assigned and Assumed Lease Documents.

5 CONDITIONS PRECEDENT AND CONDITIONS SUBSEQUENT⁴

5.1 The Effective Time is conditional upon and subject to satisfaction, deferral or waiver of the following conditions:

- (a) receipt by the Lessor, no later than the Effective Time and in form and substance satisfactory to the Lessor, of:
 - (i) a copy, certified as a true copy by a duly authorised officer of the Existing Lessee, of the constitutional documents of the Existing Lessee;
 - (ii) a copy, certified as a true copy by a duly authorised officer of the Existing Lessee, of the resolution of the board of directors of the Existing Lessee approving the terms of, and the transactions contemplated by, this Deed, and resolving that it enter into this Deed, and authorising a specified person or persons to execute this Deed;

³ **Note:** Amendments to the Lease are to be inserted in this Clause. Such amendments will take account of the circumstances of the Successor Operator and the Assigned and Assumed Lease, e.g. whether or not the Successor Operator is party to a Public Service Contract and whether it will be the actual operator of the Items of Equipment.

⁴ **Note:** Conditions precedent and conditions subsequent subject to review and update.

- (iii) a certificate of an officer of the Existing Lessee setting out a specimen signature for each person authorised in the resolution(s) referred to in Clause 5.1(a)(ii)above;
- (iv) a copy, certified as a true copy by a duly authorised officer of the New Lessee, of the constitutional documents of the New Lessee;
- (v) a copy, certified as a true copy by a duly authorised officer of the New Lessee, of the resolution(s) of the board of directors of the New Lessee approving the terms of, and the transactions contemplated by, this Deed, and ratifying the entry into of this Deed by the New Lessee; and
- (vi) a certificate of an officer of the New Lessee setting out a specimen signature for each person that executed this Deed on behalf of the New Lessee; and
- (vii) To Whom It May Concern Letters, each in a form satisfactory to Lessor, showing that the New Lessee has taken out the insurances referred to in schedule 8 (*Insurance Requirements*) to the Lease;
- (viii) confirmation in writing from the Secretary of State to the Lessor that each of:

[INSERT RELEVANT CONTRACTS],

has been, or will prior to the Effective Time be, transferred from the Existing Lessee to the New Lessee;

- (ix) [INSERT OTHER RELEVANT CPS, E.G. IN RESPECT OF THE SERVICE AGREEMENT]; and
- (b) that the representations of the New Lessee and the Lessor contemplated under Clause 7 (*Representations and Warranties*) are correct at the Effective Time; and

5.2 The conditions in Clause 5.1 are for the sole benefit of the Lessor and may be waived or deferred in whole or in part and with or without conditions by the Lessor.

5.3 If the conditions in Clause 5.1 are not satisfied, deferred or waived on or before 02:00 hours on [INSERT]⁵, the Effective Time shall not then, or at any time thereafter, occur.

6 UNDERTAKINGS AND INFORMATION

6.1 Further Assurances

Each of the Parties shall from time to time on being required to do so by another Party, now or at any time in the future, perform and do all such acts and things and execute or procure the execution of all such documents and deliver any and all such other documents

⁵ **Note:** This is to be the date in the definition of Effective Time.

as such other Party may reasonably require to give effect to this Deed and the arrangements contemplated herein.

6.2 Rent

6.2.1 For information purposes only, the amounts of such Rent (as defined in the Lease) payable by the Existing Lessee under the Lease as at the date of this Deed are as follows:

- (a) Core Rent per Multiple Unit per month:
 - (i) for each Class 444 Multiple Unit, £[INSERT]⁶; and
 - (ii) for each Class 450 Multiple Unit, £[INSERT]⁷;
- (b) Enhancement Rent per Multiple Unit per month:
 - (i) for each Class 444 Multiple Unit, £[INSERT]⁸; and
 - (ii) for each Class 450 Multiple Unit, £[INSERT]⁹; and
- (c) Spares Rent per month: £[INSERT]¹⁰,

in each case as each such term is defined in the Lease.

6.3 Side Letter

[INSERT ANY RELEVANT PROVISIONS RELATING TO SIDE LETTERS]¹¹

7 REPRESENTATIONS AND WARRANTIES

7.1 Existing Lessee Representations and Warranties

The Existing Lessee hereby:

- (a) makes to the Lessor the representations and warranties contemplated by clause 2.1 (*Lessee's Representations and Warranties*) and paragraph 1 (*Lessee's Representations and Warranties*) of schedule 2 (*Representations and Warranties*) of the Lease, as of the date of this Deed and as of the Effective Time, as if references in those representations and warranties to “**this Agreement**” and the “**Contract Documents**” were references to this Deed; and

⁶ **Note:** Core Rent figure to be confirmed.

⁷ **Note:** Core Rent figure to be confirmed.

⁸ **Note:** Enhancement Rent figure to be confirmed.

⁹ **Note:** Enhancement Rent figure to be confirmed.

¹⁰ **Note:** Spares Rent figure to be confirmed.

¹¹ **Note:** To be confirmed whether this clause is required.

- (b) represents and warrants to the Lessor that as of the date of this Deed and as of the Effective Time, no Event of Loss (as defined in the Lease) or unrepaired fire or accident damage has occurred which has not previously been notified by the Existing Lessee to the Lessor.

7.2 New Lessee Representations

The New Lessee hereby makes to the Lessor the representations and warranties contemplated by clause 2.1 (*Lessee's Representations and Warranties*) and paragraph 1 (*Lessee's Representations and Warranties*) of schedule 2 (*Representations and Warranties*) of the Assigned and Assumed Lease, as of the date of this Deed and as of the Effective Time, as if references in such provisions to “**Lessee**” were to the New Lessee and as if references in such provisions to “**this Agreement**” were references to this Deed and the Assigned and Assumed Lease, and as if references in such provisions to the “**Contract Documents**” were references to this Deed and the Assigned and Assumed Lease Documents.

7.3 Lessor Representations

The Lessor hereby makes to the New Lessee the representations and warranties contemplated by clause 2.3 (*Lessor's Representations and Warranties*) and paragraph 2 (*Lessor's Representations and Warranties*) of schedule 2 (*Representations and Warranties*) of the Assigned and Assumed Lease, as of the date of this Deed and as of the Effective Time, as if references in such provisions to “**this Agreement**” were references to this Deed and the Assigned and Assumed Lease, and as if references in such provisions to the “**Contract Documents**” were references to this Deed and the Assigned and Assumed Lease Documents.

8 MISCELLANEOUS

8.1 Continuing Effect

Save as provided for herein, the Lease Documents and all provisions thereof, as assigned to, and assumed by, the New Lessee in accordance with this Deed, shall, as of and with effect from the Effective Time, continue in full force and effect as the legal, valid and binding rights and obligations of each of the New Lessee and the Lessor, enforceable in accordance with their respective terms and conditions. All representations, warranties and agreements contained in this Deed shall continue in full force and effect after the Effective Time.

8.2 Variation

The provisions of this Deed shall not be varied otherwise than by an instrument in writing executed by or on behalf of all the Parties, provided that the New Lessee and the Lessor shall be entitled to amend, modify or vary the terms and conditions of any Assigned and Assumed Lease Document after the Effective Time without reference to the Existing Lessee.

8.3 Notices

Every notice, request, demand or other communication under this Deed shall be made in accordance with the process set out in clause 19 (*Notices*) of the Assigned and Assumed Lease, and shall be sent to:

Existing Lessee at:

Address: [●]¹²

Attention: [●]¹³

E-mail: [●]¹⁴

Lessor at:

Address: [Angel Trains Limited

123 Victoria Street

London SW1E 6DE

Attention: Company Secretary

Email address: companysecretary@angeltrains.co.uk]¹⁵

New Lessee at:

Address: [●]¹⁶

Attention: [●]¹⁷

Email address: [●]¹⁸

¹² **Note:** Existing Lessee to confirm.

¹³ **Note:** Existing Lessee to confirm.

¹⁴ **Note:** Existing Lessee to confirm.

¹⁵ **Note:** Lessor to confirm.

¹⁶ **Note:** New Lessee to confirm.

¹⁷ **Note:** New Lessee to confirm.

¹⁸ **Note:** New Lessee to confirm.

8.4 Counterparts

This Deed may be executed in any number of counterparts and by any Party hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same deed.

8.5 Costs and Expenses

Each of the Existing Lessee, the New Lessee and the Lessor acknowledges and agrees that it shall bear its own legal costs and expenses incurred in connection with the preparation, negotiation and execution of this Deed.

8.6 Invalidity of any Provision

If any provision of this Deed becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

8.7 Governing Law and Jurisdiction

The provisions of clause 21 (*Governing Law*) and clause 22 (*Disputes*) of the Lease shall apply *mutatis mutandis* to this Deed as if the same were set out in full in this Deed.

This Deed has been entered into as a Deed and delivered by the Parties to it as such on the date stated at the beginning of this Deed.

Schedule 1
Lease Documents¹⁹

1. [●]

¹⁹ **Note:** List of Lease Documents to be confirmed.

EXECUTION PAGE

Existing Lessee

Executed as a deed by)
[EXISTING OPERATOR] acting by two)
directors)
)

Director

Director

Lessor

Executed as a deed by)
ANGEL TRAINS LIMITED acting by)
two directors)
)
)

Director

Director

New Lessee

Executed as a deed by)
[SUCCESSOR OPERATOR] acting by)
two directors)
)
)
)

Director

Director

Schedule 16

Equipment

Part A - Multiple Units

Class 444 Multiple Units:

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
444 001	63801	67101	67151	67201	63851
444 002	63852	67202	67152	67102	63802
444 003	63853	67203	67153	67103	63803
444 004	63854	67204	67154	67104	63804
444 005	63855	67205	67155	67105	63805
444 006	63856	67206	67156	67106	63806
444 007	63857	67207	67157	67107	63807
444 008	63858	67208	67158	67108	63808
444 009	63859	67209	67159	67109	63809
444 010	63860	67210	67160	67110	63810
444 011	63861	67211	67161	67111	63811
444 012	63862	67212	67162	67112	63812
444 013	63863	67213	67163	67113	63813
444 014	63864	67214	67164	67114	63814
444 015	63865	67215	67165	67115	63815
444 016	63866	67216	67166	67116	63816
444 017	63867	67217	67167	67117	63817
444 018	63868	67218	67168	67118	63818
444 019	63869	67219	67169	67119	63819
444 020	63870	67220	67170	67120	63820

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
444 021	63871	67221	67171	67121	63821
444 022	63872	67222	67172	67122	63822
444 023	63873	67223	67173	67123	63823
444 024	63874	67224	67174	67124	63824
444 025	63875	67225	67175	67125	63825
444 026	63876	67226	67176	67126	63826
444 027	63877	67227	67177	67127	63827
444 028	63878	67228	67178	67128	63828
444 029	63879	67229	67179	67129	63829
444 030	63880	67230	67180	67130	63830
444 031	63881	67231	67181	67131	63831
444 032	63882	67232	67182	67132	63832
444 033	63883	67233	67183	67133	63833
444 034	63884	67234	67184	67134	63834
444 035	63885	67235	67185	67135	63835
444 036	63886	67236	67186	67136	63836
444 037	63887	67237	67187	67137	63837
444 038	63888	67238	67188	67138	63838
444 039	63889	67239	67189	67139	63839
444 040	63890	67240	67190	67140	63840
444 041	63891	67241	67191	67141	63841
444 042	63892	67242	67192	67142	63842
444 043	63893	67243	67193	67143	63843
444 044	63894	67244	67194	67144	63844

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
444 045	63895	67245	67195	67145	63845

Class 450 Multiple Units:

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 001	63201	63601	64201	68101
450 002	63602	68102	64202	63202
450 003	63603	68103	64203	63203
450 004	63604	68104	64204	63204
450 005	63605	68105	64205	63205
450 006	63606	68106	64206	63206
450 007	63607	68107	64207	63207
450 008	63608	68108	64208	63208
450 009	63609	68109	64209	63209
450 010	63610	68110	64210	63210
450 011	63611	68111	64211	63211
450 012	63612	68112	64212	63212
450 013	63613	68113	64213	63213
450 014	63614	68114	64214	63214
450 015	63615	68115	64215	63215
450 016	63616	68116	64216	63216
450 017	63617	68117	64217	63217
450 018	63618	68118	64218	63218
450 019	63619	68119	64219	63219
450 020	63620	68120	64220	63220

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 021	63621	68121	64221	63221
450 022	63622	68122	64222	63222
450 023	63623	68123	64223	63223
450 024	63624	68124	64224	63224
450 025	63625	68125	64225	63225
450 026	63626	68126	64226	63226
450 027	63627	68127	64227	63227
450 028	63628	68128	64228	63228
450 029	63629	68129	64229	63229
450 030	63630	68130	64230	63230
450 031	63631	68131	64231	63231
450 032	63632	68132	64232	63232
450 033	63633	68133	64233	63233
450 034	63634	68134	64234	63234
450 035	63635	68135	64235	63235
450 036	63636	68136	64236	63236
450 037	63637	68137	64237	63237
450 038	63638	68138	64238	63238
450 039	63639	68139	64239	63239
450 040	63640	68140	64240	63240
450 041	63641	68141	64241	63241
450 042	63642	68142	64242	63242
450 071	63671	68171	64271	63271
450 072	63672	68172	64272	63272

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 073	63673	68173	64273	63273
450 074	63674	68174	64274	63274
450 075	63675	68175	64275	63275
450 076	63676	68176	64276	63276
450 077	63677	68177	64277	63277
450 078	63678	68178	64278	63278
450 079	63679	68179	64279	63279
450 080	63680	68180	64280	63280
450 081	63681	68181	64281	63281
450 082	63682	68182	64282	63282
450 083	63683	68183	64283	63283
450 084	63684	68184	64284	63284
450 085	63685	68185	64285	63285
450 086	63686	68186	64286	63286
450 087	63687	68187	64287	63287
450 088	63688	68188	64288	63288
450 089	63689	68189	64289	63289
450 090	63690	68190	64290	63290
450 091	63291	63691	64291	68191
450 092	63692	68192	64292	63292
450 093	63693	68193	64293	63293
450 094	63694	68194	64294	63294
450 095	63695	68195	64295	63295
450 096	63696	68196	64296	63296

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 097	63697	68197	64297	63297
450 098	63698	68198	64298	63298
450 099	63699	68199	64299	63299
450 100	63700	68200	64300	63300
450 101	63701	63751	66801	66851
450 102	63702	63752	66802	66852
450 103	63703	63753	66803	66853
450 104	63704	63754	66804	66854
450 105	63705	63755	66805	66855
450 106	63706	63756	66806	66856
450 107	63707	63757	66807	66857
450 108	63708	63758	66808	66858
450 109	63709	63759	66809	66859
450 110	63710	63760	66810	66860
450 043	63643	68143	64243	63243
450 044	63644	68144	64244	63244
450 045	63645	68145	64245	63245
450 046	63646	68146	64246	63246
450 047	63647	68147	64247	63247
450 048	63648	68148	64248	63248
450 049	63649	68149	64249	63249
450 050	63650	68150	64250	63250
450 051	63651	68151	64251	63251
450 052	63652	68152	64252	63252

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 053	63653	68153	64253	63253
450 054	63654	68154	64254	63254
450 055	63655	68155	64255	63255
450 056	63656	68156	64256	63256
450 057	63657	68157	64257	63257
450 058	63658	68158	64258	63258
450 059	63659	68159	64259	63259
450 060	63660	68160	64260	63260
450 061	63661	68161	64261	63261
450 062	63662	68162	64262	63262
450 063	63663	68163	64263	63263
450 064	63664	68164	64264	63264
450 065	63665	68165	64265	63265
450 066	63666	68166	64266	63266
450 067	63667	68167	64267	63267
450 068	63668	68168	64268	63268
450 069	63669	68169	64269	63269
450 070	63670	68170	64270	63270

Class 450/1 Multiple Units:

Unit	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
450 111	63901	63921	66901	66921
450 112	63902	63922	66902	66922
450 113	63903	63923	66903	66923

450 114	63904	63924	66904	66924
450 115	63905	63925	66905	66925
450 116	63906	63926	66906	66926
450 117	63907	63927	66907	66927
450 118	63908	63928	66908	66928
450 119	63909	63929	66909	66929
450 120	63910	63930	66910	66930
450 121	63911	63931	66911	66931
450 122	63912	63932	66912	66932
450 123	63913	63933	66913	66933
450 124	63914	63934	66914	66934
450 125	63915	63935	66915	66935
450 126	63916	63936	66916	66936
450 127	63917	63937	66917	66937

Part B - Spares

Stock Code	Description	Quantity
ACS00133	COCK , ISOLATING , CURRENT COLLECTOR	4
ACS00141	VALVE . CHECK . AUXILLIARY COMPRESSOR	10
ACS00902	OIL AUX COMPRESSOR FUCHS TITAN	25
AHS00101	COCK , ISOLATING ,. HORN	8
AHS00106	VALVE , DOUBLE CHECK	10
AHS00107	VALVE , FLOW CONTROL	6
AHS00401	SWITCH , PRESSURE . HORN MONITORING	6
AHS00801	BASE , SUB . ISO3 . FOR H3	12
ARS00101	COCK , ISOLATING . MAIN RESERVOIR PIPE	18
ARS00102	COCK . DRAIN . 1/2"BSP	9
ARS00106	COCK , ISOLATING	6
ARS00122	COCK . ISOLATING . 1/4" . LMRG	6
ARS00201	MAIN RESERVOIR TO AIR DRYER HOSE	6
BDS00301	ELEMENT . BANK . ACTIVE RESISITOR	40
BDS00302	INSULATOR . 50MM	150
BDS00314	INSULATOR,MV52.BRAKE RESISTOR	6
BDS00404	DEVICE,PROTECTION.BRAKE RESISTOR	3
BHS00801	MECHANISM .MANUAL RELEASE.1136321/500 .	16
BLS00001	UNIT . BRAKE . RZ44UF10/8KWS13	12
BLS00002	UNIT . BRAKE . RZ44UP10XS13	16
BLS00003	UNIT . BRAKE . RZ44UP10XS13	12
BTS00051	MODULE . BRAKE . TOCL	2
BTS00501	PANEL. PNEUMATIC. CONTROL. DMOC	2
BVS00117	VALVE . RELAY . WITH PNEUMATIC PORTION	2
BVS00122	PLUG , VENTED . DRAIN	16
BVS00141	VALVE . SOLENOID	16
BVS00142	VALVE . SOLENOID	16
BVS00144	VALVE , DOUBLE CHECK . ANTI-COMPOUNDING	11
BVS00145	DO NOT USE. SEE ACS00125	22
BVS00147	SUPPRESSOR . SURGE	7
BVS00401	DO NOT USE. SEE BHS00401	22
BVS00402	COCK . DUAL ISOLATION . WITH SWITCHER	11
BVS00404	VALVE . BRAKE RELEASE .	8
CBS00722	GLASS,800X1450MM, STND WINDOW, CLASS 444	40
CES00707	GLASS , EMERGENCY EXIT 880MM X 1450MM	75
CGS00101	FLAP FRESH WATER RAL5002 (CLASS 450)	5
CGS00111	WASTE WATER TROUGH & FLAP ASSY (CL450)	5
CHS00101	STEP, 1540MM, WITH THREAD INSERTS	36
CHS00102	STEP, 1330MM, WITH THREAD INSERTS & LOGO	36
CHS00103	STEP, 640MM	9
CHS00104	STEP, 720MM	9
CHS00105	STEPS, WITH HELICOIL LOGO L = 955MM	10
CHS00106	STEPS, WITH HELICOIL LOGO L = 955MM	10
CHS00109	STEP, 1540MM, WITH RAMP LOCKNIG DEVICE	9

CHS00112	BRUSH, 3, 1886MM, COMPLETE	20
CHS00113	BRUSH, 3, 1886MM, COMPLETE	20
CHS00114	BRUSH, 3, 1886MM, COMPLETE	20
CHS00121	SLAT, CROSSING, 1008MM	2
CHS00122	SLAT, CROSSING, 1008MM	2
CHS00123	SLAT, CROSSING, 700MM	2
CHS00124	SLAT, CROSSING, 693MM	2
CHS00125	SLAT, CROSSING, 602MM	2
CHS00126	SLAT, CROSSING, 610MM	2
CHS00127	SLAT, CROSSING, 245MM	2
CHS00312	LOW LEVEL LIGHTING CONTROL BOX	20
CTS00303	BULB , HEADLIGHT , ASSEMBLY . HP	12
CTS00307	HOUSING,REAR.RHS.MAIN LIGHT MODULE	6
CVS00012	LINER , FRICTION , SIDE TOP OUTER	1
CVS00017	PLATE , SLIDING	1
CVS00018	PLATE , SLIDING	1
CVS00019	PLATE , SLIDING	1
CVS00020	PLATE , SLIDING	1
CVS00031	PLATE , COATED	1
CVS00033	PLATE , COATED	1
CVS00034	PLATE , COATED	1
CVS00035	PLATE , COATED	1
CVS00036	PLATE , COATED	1
CVS00037	PLATE , COATED	1
CVS00602	NUT , HEXAGON . DIN 934-M8-A2-70	8
CVS00611	DO NOT USE. SEE CVS00614	2
CVS00615	ROPE, LIMITING, MOUNTING, COMPLETE	2
CVS00618	ROPE,LIMITING.GANGWAY FRONTEND	1
CVS00804	CROSSPLATE . WELDED ASSEMBLY	2
CVS00805	PLATE, COATED	12
CVS00807	PLATE, BRIDGE	2
CVS00823	SHOE SLIDING . WELDED ASSEMBLY	2
CVS00824	DO NOT USE. SEE CVS00823	1
CVS00825	LEDGE, SLIDING, SUPPLEMENT	6
CVS00826	LEDGE, SLIDING	1
CVS00841	ANGLE , SUPPORT	2
CVS00853	LOCK , LOCKING ROD , SELF OBTRUSIVE	2
CVS00855	HINGE, ROD	1
CVS00856	HINGE, ROD	1
CVS00861	HOLDER , CMPTE	4
CVS00871	BUSHING	6
CVS00872	BUSHING, NICOPRESS	12
CVS00873	BUSHING	60
CVS00883	SHIM	8
CVS00884	SHIM	32
CVS00885	ANGLE , FASTENEING	2
CVS00886	ANGLE , FASTENEING	2
CVS00887	PLATE , TONGUE , SHORT	80

CVS00888	PLATE , TONGUE , LONG	24
CVS00889	RING , COMPRESSION	16
CVS00890	SHIM	8
CVS00891	PLATE , LOCKING	8
CVS00892	PLATE , LOCKING	8
CVS00893	HEAD EXTRUSION	4
CVS00894	HANDLE , RECESSED . WITH THREADED HOLE	8
CVS00895	HANDLE , RECESSED . WITH STRAIGHT HOLE	8
CVS00896	ROSETTE . CMPTE	8
CVS00898	DEVICE , LOCKING ROD	4
CVS00899	DEVICE , LOCKING ROD	4
CVS00902	RUBBER	14
CVS00922	SCREW , PRESSURE SPRING	16
CVS00923	SPRING, TENSION	4
CVS00931	DO NOT USE - SEE CVS00933	6
CVS00973	COVER	2
CVS00981	COMPOUND , ANTI-SLIP	3
CVS00995	SEAL, LOCKING MOUNTING PLATE, CAB CIRCUL	4
CVS00996	SEAL, RECESSED HANDLE, CAB CIRCULATION D	4
EAS00062	CLIP-ON-FERRIT CCTV DESIRO UK TYP 2	3
EBS00113	BATTERY TRAY BRACKET AND FIXINGS	8
EBS00114	ANGLE . STOP COMPLETE	4
EBS00115	ROPE . GROUND CONNECTION . M8 X 370MM	8
EBS00116	INSERT . FUSE . 160ADC440V	20
EBS00117	INSERT . FUSE . 80ADC440V	20
EBS00118	BALL BEARING . 6306 2RS1 A2	4
EBS00119	RING PROTECTION DIN471-30X1.5 1.4034	4
EBS00120	CHAIN ENERGY SERIE 200/240 IGUS	4
EBS00121	DRAIN WATER OUTFLOW SET COMPLETE	16
EBS00122	ROPE HOLDING DM2	8
EBS00125	BOLT LOCKING E3-14-15	24
EBS00126	DO NOT USE - USE EBS00405	4
EBS00127	SOCKET FITTING	4
EBS00128	BOX INSTALLATION 3HPR	4
EBS00129	SOCKET ADAPTER 3HPR	4
EBS00131	SOCKET CONNECTION 0.5MM	40
EBS00132	PIN CONNECTION1,5	40
EBS00133	SOCKET REMA 150V 160A DIN43589	8
EBS00302	ACCESSORIES COMPLETE SET 75X FNC 2203 HR	6
EBS00321	PLUG VENTED	600
EBS00322	SENSOR TEMPERATURE NTC INCLUDES PLUG	8
EBS00323	ACCESSORIES TEMPERATURE SENSOR	8
EBS00324	STICKER POLARITY PARITY	20
EBS00325	STICKER POLARITY NEGATIVE	20
EBS00326	SCREW 6 POINT M10 X 14 DIN 933 - 1.4301	300

EBS00327	WAHSER LOCK B10 DIN137-1.4301	300
EBS00328	CABLE 10X13,5 95MM NICKEL COATED	40
EBS00329	BOLT ENDCOVER	40
EBS00330	LABEL WARNING 'NO FIRE'	16
EFS00402	BASE . SIGNAL INDICATOR . 1000V	8
EIS00101	BUS-LINE, SHORT	2
EPS00030	DO NOT USE. SEE OSS00464	40
GCS00001	SHOEGEAR , CMPTE . BOGIE SET	8
GCS00011	SHOE GEAR & SHOE BEAM BOGIE ASSY.	10
GCS00012	SHOE GEAR & SHOE BEAM BOGIE ASSY	10
GCS00021	SHOEARM , ASSY . A	4
GCS00022	SHOEARM , ASSY . A	4
GCS00023	SHOEARM	32
GFS00002	BOX , JUNCTION . ASSY	10
HCS00029	DAMPER, OSCILLATION, FOR COMPRESSOR	28
HCS00049	HOUSING, ATTACHMENT	3
HCS00054	BOTTLE, COLLECTOR, WITH FILTER DRYER	3
HCS00056	CONTACTER, 24VDC	12
HCS00066	VALVE, EXTENSIONS	11
HCS00077	SWITCH, LOW PRESSURE	7
HCS00078	SENSOR, LOW PRESSURE,WITH VALVE PT-30 V	3
HCS00079	SENSOR, HIGH PRESSURE,WITH VALVE PT-18 V	3
HCS00083	SWITCH, HIGH PRESSURE	7
HCS00090	MAGNET-VALVE, VBB 502	11
HCS00112	OUTLET, SGP, FOOT AREA	1
HCS00113	FUNNEL, LEFT	1
HCS00116	FUNNEL, RIGHT	1
HCS00119	BOX, OUTLET, IN COVER	5
HCS00123	GRILL AIR INTAKE COVER	5
HCS00142	OUTLET, SGP, FOOT AREA	5
HCS00143	FUNNEL, LEFT	1
HCS00146	FUNNEL, RIGHT	1
HCS00309	PIN, INSERT	6
HCS00310	CRIMP CONTACT, INSERT	105
HCS00313	TRANSFORMER, 540VA	4
HCS00317	RELAY	4
HCS00318	RELAY, 24VDC	4
HCS00319	RESISTOR, 10K OHM	6
HCS00320	SWITCH, PUSH BUTTON	10
HCS00322	CRIMP CONTACT, INSERT	105
HCS00323	CONTACT, CRIMP, FEMALE, 250VAC, 10A	4
HCS00324	DIVIDER,, VOLTAGE, REVERSE, 24VDC	4
HCS00325	FUSE, CONTROLLER 5X20 1 AMP	8
HCS00330	RELAY,SEMICONCTACTER,480V,40A,3P,10-40VDC	9
HCS00334	MOTOR, FRESH AIR FLAP , FRESH AIR . MOTO	2

HCS00335	FLAP , AIR CHANNEL . MOTOR	4
HCS00402	CONTROLLER	13
HCS00403	CAPACITOR, 47000UF	4
HCS00415	FUSE, OVER-TEMPERATURE, 70DEG SWITCHING	5
HCS00416	FUSE, OVER-TEMPERATURE, 85DEG SWITCHING	5
HCS00417	CAB HVAC TEMPERATURE SENSOR - SUPPLY AIR	5
HCS00418	CAB HVAC TEMPERATURE SENSOR - RETURN AIR	5
HCS00504	DO NOT USE - PLEASE USE HCS00506	40
HCS00601	RING, SECURING	2
HCS00804	BEARING, SLIDING	2
HDS00221	SHEET RIGHT COMPLETE HVAC	2
HDS00231	SHEET LEFT COMPLETE HVAC 1	2
HDS00232	SHEET LEFT COMPLETE HVAC 2	2
HDS00233	SHEET LEFT COMPLETE HVAC 3	2
HDS00241	FLANGE AIR INTAKE	2
HDS00242	HOUSING AIR INTAKE	2
HDS00251	DIFFUSER AIR CEILING	2
HDS00252	DIFFUSER AIR CEILING	2
HDS00254	DIFFUSER AIR CEILING	2
HDS00255	DIFFUSER AIR CEILING	2
HDS00256	DIFFUSER AIR CEILING	2
HDS00257	DIFFUSER AIR CEILING	2
HDS00258	DIFFUSER AIR CEILING	2
HDS00274	DUCT , FRESH AIR	2
HDS00601	ACCESSORIES, INSTALLATION	5
HDS00602	CLIPS, TYP SL, STAINLESS STEEL	20
HDS00603	BRACKET, FITTING, STAINLESS STEEL	10
HSS00071	MICROSWITCH FOR FUSE MC 3E 1-5 BS	14
IAS00012	CASTING, INSIDE, LITTER BIN, 444	10
IAS00015	BIN, LITTER, COMPLETE, SWT	15
IAS00501	COVER, WASTE BIN	3
IAS00502	BASKET	6
IAS00503	DOOR, ACCESS, WASTE BIN	3
IBS00104	CURTAIN, TYP 4	20
IBS00105	CURTAIN, TYP 5	10
IBS00111	CURTAIN, LEFT	10
IBS00112	DO NOT USE. SEE IBS00111	10
ICS00301	SOCKET DUAL EARTH 1 GANG DP 13 AMP	20
ICS00312	SOCKET 2 GANG DUAL EARTH 13AMP (TMO)	10
IFS00001	OBSOLETE DO NOT USE PROPOSED REPLACEMENT	20
IFS00031	CARPET, ENTRANCE, 1.4X12M, SWT 23M	2
IFS00603	TAPE ADHESIVE 0.32M X 153M ROLL	4
IFS00605	SAFETY WALK UNIVERSAL, BLACK, 202X714MM	25

IGS00011	ENCLOSURE, COMPLETE	50
IGS00012	ENCLOSURE	190
IGS00013	ENCLOSURE, T1	190
IGS00021	THREAD PLATE, 1XM10	110
IGS00022	THREAD PLATE, 1XM8	110
IGS00028	PLATE,MOUNT,CONSOLE, ABOVE SLOTTED HOLE	10
IGS00029	PLATE, DISTANCE	100
IGS00033	ATTACHMENT, GOP	60
IGS00034	ATTACHMENT, SHEET METAL	100
IGS00045	STRIP, GLASS RETAINING	100
IGS00046	COVER, SHEET METAL	10
IGS00052	ROD, SUPPORT, CONSOLE, EG	13
IGS00053	ROD, SUPPORT, CONSOLE, WG	13
IGS00061	JOINT, ABOVE TSKW, FROM FRONT (AS DRAWN)	50
IGS00063	JOINT, DOWN TSKW, FROM FRONT (AS DRAWN)	10
IGS00065	JOINT, SHARNIER, DOWN TSVK FROM FRONT	60
IGS00067	ANGLE, WITH BOLT	10
IGS00072	SPACER	100
IGS00073	TONGUE PLATE	60
IGS00074	CLIP	60
IGS00075	PLATE, MOUNTING	20
IGS00076	PROFILE, RUBBER	220
IGS00077	WINDOW PANE. CMPTE. FOR MOUNTING, SWT 44	4
IGS00078	SPACER	136
IGS00711	WINDOWPANE, COMPLETE	80
IHS00205	MASKING SHAFT	12
IHS00206	ASSEMBLY 2, DISABLED AREA	2
IHS00208	STANCHION, GRAB POLE, COMPLETE	2
ILS00423	LAMP-HOLDER CMPTE LEFT	10
ILS00502	INVERTOR	40
ILS00510	TUBEHOLDER T8 WITH SPRING	60
ILS00511	TUBEHOLDER T8 WITHOUT SPRING	60
ILS00512	TUBEHOLDER 2G7	40
ILS00513	SUPPORT FOR TUBE	40
ILS00520	CONNECTOR AMLE 5 POLE	60
ILS00521	CONNECTOR FEMALE 5 POLE	60
ILS00522	CONNECTOR MALE 9 POLE	60
ILS00523	CONNECOTR FEMALE 9 POLE	60
ILS00524	CONNECTOR 5 POLE	60
ILS00525	CONNECTOR MALE 3 POLE	30
ILS00529	GRILL, 1260MM	4
ILS00531	REFLECTOR 1260MM	45
ILS00532	GRATING 1260MM	55
ILS00533	GRATING 203MM	55
ILS00534	REFLECTOR, 740MM	10

ILS00535	REFLECTOR, 867MM	10
ILS00536	REFLECTOR, 682MM	4
ILS00537	GRILL, 740MM	20
ILS00538	GRILL, 867MM	16
ILS00539	GRILL, 682MM	4
ILS00551	FLUORESCENT TUBE, 36W	200
ILS00552	FLUORESCENT TUBE, 18W	100
ILS00553	FLUORESCENT TUBE, COMPACT, 9W	40
ILS00554	LIGHT	10
ILS00555	LIGHT, 740MM	20
ILS00556	LIGHT, 867MM	10
ILS00557	LIGHT, 682MM	4
ILS00561	END PART OF LIGHT LINE 130-185	4
ILS00562	END PART OF LIGHT LINE 110-140	4
ILS00563	END PART OF LIGHT LINE 57-73	4
ILS00564	END PART OF LIGHT LINE 50-65	4
ILS00565	END PART OF LIGHT LINE 42-52	4
ILS00566	END PART, TMO	4
ILS00567	END PART OF LIGHT LINE 30, TMO	4
ILS00568	WIRING	4
ILS00570	UNIT, BLIND	20
IPS00001	CLADDING SIDE WINDOW LONG	30
IPS00005	CLADDINGS SIDE LONG 2	5
IPS00012	CLADDING SIDE WINDOW COMB OH 1ST CL VB	2
IPS00013	CLADDING SIDE WINDOW SHORT TMO	2
IPS00017	CLADDING SIDE FLDG.SEATS VA AD	5
IPS00018	CLADDING SIDE FLDG.SEATS VB OH	5
IPS00019	CLADDING SIDE NO WINDOW WITH COAT HOOK	5
IPS00034	END-COVER DOOR MECHANISM TOP AD VA	8
IPS00035	END-COVER DOOR MECHANISM TOP AD VD	2
IPS00036	END-COVER DOOR MECHANISM DOWN AD	8
IPS00037	END-COVER DOOR MECHANISM TOP OH.VB	8
IPS00038	END-COVER DOOR MECHANISM TOP OH VC	2
IPS00039	END-COVER DOOR MECHANISM TOP OH VE	2
IPS00040	END-COVER DOOR MECHANISM TOP OH VF	2
IPS00042	MECHANISM, DOOR, ENDCOVER, 1ST CLASS VC	8
IPS00043	COVER, END, DOOR MECHANISM, FRONT, VAR A	1
IPS00044	COVER, END, DOOR MECHANISM, FRONT, VAR B	4
IPS00045	COVER, END, DOOR MECHANISM, FRONT, VAR D	1
IPS00046	COVER, END, DOOR MECHANISM, FRONT, VAR F	1
IPS00047	COVER, END, DOOR MECHANISM, FRONT, VAR G	1

IPS00049	COVER, END, DOOR MECHANISM, FRONT, VAR E	1
IPS00052	CLADDING, SIDE, WINDOW, DESTINATION	2
IPS00055	CLADDING, SIDE, PROP, LEFT AND RIGHT	6
IPS00070	CLADDING, SIDE, SHORT	3
IPS00072	CLADDING, SIDE, WIN, SHORT, PROP, L & R	2
IPS00083	CLADDING, SIDE, NO WIN. 310MM, 1ST CLASS	2
IPS00084	CLADDING, SIDE, NO WINDOW, 310MM	1
IPS00085	CLADDING, SIDE, NO WINDOW, 310MM	1
IPS00086	CLADDING, SIDE, NO WINDOW, 310MM	1
IPS00087	CLADDING, SIDE, NO WINDOW, 310MM	1
IPS00088	CLADDING, SIDE, NO WINDOW, 450MM	8
IPS00089	CLADDING, SIDE, NO WINDOW, 485MM	2
IPS00141	PANEL VESTIBULE LEFT	12
IPS00142	PANEL VESTIBULE RIGHT	12
IPS00145	FLAP, ACCESS, DOOR DRIVE WITH SENSOR	2
IPS00146	COVER, DOOR POST, REAR, W. G. VAR A	6
IPS00147	COVER, DOOR POST, REAR, W. G. VAR C	1
IPS00148	COVER, DOOR POST, REAR, SP. G. VAR B	5
IPS00150	COVER, END, DOOR MECHANISM, REAR, VAR A	1
IPS00151	COVER, END, DOOR MECHANISM, REAR, VAR B	1
IPS00152	COVER, END, DOOR MECHANISM, REAR, VAR C	1
IPS00153	COVER, END, DOOR MECHANISM, REAR, VAR E	4
IPS00154	COVER, END, DOOR MECHANISM, REAR, VAR G	1
IPS00155	DOOR STOP	1
IPS00156	COVER, END, DOOR MECHANISM, REAR, VAR D	1
IPS00157	COVER, END, DOOR MECHANISM, REAR, VAR F	4
IPS00158	COVER, END, DOOR MECHANISM, VAR A	2
IPS00159	COVER, END, DOOR MECHANISM, VAR A	5
IPS00160	COVER, END, DOOR MECHANISM, VAR B	2
IPS00161	COVER, END, DOOR MECHANISM, VAR C	2
IPS00162	COVER, END, DOOR MECHANISM, VAR E	1
IPS00163	COVER, END, DOOR MECHANISM, VAR B	4
IPS00164	COVER, END, DOOR MECHANISM, VAR D	1
IPS00165	CEILING PART, COMPLETE VAR A	2
IPS00166	CEILING PART, COMPLETE VAR B	2
IPS00167	CEILING PART, COMPLETE VAR C	4
IPS00168	CEILING PART, COMPLETE VAR D	1
IPS00169	CEILING PART, COMPLETE VAR E	1
IPS00170	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A	4
IPS00171	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A	1

IPS00172	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A	5
IPS00173	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A	4
IPS00175	COVER ASMBLY, DOOR, FRONT, LBS VA VAR A	5
IPS00183	PANEL, DOOR PILLAR, FRONT RIGHT, 444	4
IPS00185	PANEL, DOOR PILLAR, REAR RIGHT, 444	4
IPS00204	PANEL WALL CEILING SIDE	4
IPS00205	PANEL WALL CEILING SIDE MIRRORED	4
IPS00218	CEILING LEFT SIDE	2
IPS00219	CEILING RIGHT SIDE	2
IPS00251	CEILING ASSEMBLY CAB	5
IPS00332	CEILING , SIDE . 1770	30
IPS00334	CEILING , SIDE . 960	4
IPS00336	CEILING , SIDE . PARTITION WALL	4
IPS00341	CEILING , SIDE . BICYCLE RACK	2
IPS00344	SPRING , SIDE , CMPTE . 60MM	30
IPS00345	SPRING , SIDE , CMPTE . NARROW	30
IPS00346	SECTION , PLUG-IN . TMO	2
IPS00347	SECTION , PLUG-IN . MINI BUFFET	2
IPS00348	SECTION , PLUG-IN . CAR END	2
IPS00349	SECTION , PLUG-IN . BICYCLE RACK	2
IPS00350	SECTION , PLUG-IN . 1ST PARTITION WALL	2
IPS00351	SECTION , PLUG-IN . 2ND PARTITION WALL	2
IPS00355	STOP	2
IPS00356	STOP , HIGH	2
IPS00357	STOP , CMPTE . WC	2
IPS00358	BRACKET , MOUNTING . END WALL CLADDING	2
IPS00359	DEVICE , LOCATING . END WALL	2
IPS00360	BRACKET , MOUNTING . END WALL CLADDING	2
IPS00361	STRIP , END WALL FLOOR	2
IPS00362	CONSOLE , FLAT . CEILING	2
IPS00367	CEILING , SIDE . WITH COVER . 1770	2
IPS00373	DO NOT USE. SEE IPS00373	2
IPS00376	DO NOT USE. SEE IPS00375	2
IPS00377	CEILING SIDE.1230MM,LH	2
IPS00379	DO NOT USE. SEE IPS00378	2
IPS00381	DO NOT USE. SEE IPS00380	2
IPS00386	BRACKET,MOUNTING	2
IPS00387	BRACKET,MOUNTING	2
IPS00451	PANEL DOOR PILLAR HEAD SECTION ASSEMBLY	5
IPS00551	STRIP, KICKING	6
IPS00552	STRIP, KICKING	6
IPS00553	STRIP, KICKING	6
IPS00554	STRIP, KICKING	3
IPS00555	STRIP, KICKING	6
IPS00556	STRIP KICKING	6

IPS00562	WALL, CORRIDOR, PROFILE	1
IPS00567	WALL, OUTER. STANDARD TOILET	6
IPS00572	WALL , AISLE . 1	1
IPS00801	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00802	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00803	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00804	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00805	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00806	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00807	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00808	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00809	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00810	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00811	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00812	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00813	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IPS00814	TONGUE, FIXING ELEMENTS FOR SIDE PANELS	20
IRS00101	RACK, LUGGAGE, L = 1770	40
IRS00111	RACK, LUGGAGE, L = 1969	4
IRS00131	RACK , LUGGAGE , R/H . 1 . 960	2
IRS00132	RACK , LUGGAGE , L/H . 2 . 1220	4
IRS00135	RACK , LUGGAGE . 5 . 1770	8
IRS00139	RACK , LUGGAGE , READING LAMP . 4	2
IRS00146	RACK , LUGGAGE , READING LAMP . 11	2
IRS00151	RACK , LUGGAGE . SECTION V2 . 1770	15
IRS00155	RACK LUGGAGE , LEFT HAND . 960	2
IRS00156	RACK LUGGAGE , RIGHT HAND . 1220	4
IRS00159	RACK LUGGAGE , RIGHT HAND . 1770	2
IRS00701	GLASS, ELEMENT, FOR ALL RACKS L = 1770	10
IRS00711	GLASS, ELEMENT FOR 76882720 L = 1602	8
IRS00721	GLASS ELEMENT FOR 76882700/701 L = 1969	8
IRS00731	GLASS , LUGGAGE RACK , VAR 1 . 860	12
IRS00732	GLASS , LUGGAGE RACK , VAR 2 . 1120	20
IRS00733	GLASS , LUGGAGE RACK , VAR 3 . 1130	3
IRS00734	GLASS , LUGGAGE RACK , VAR 4 . 1210	8
IRS00735	GLASS , LUGGAGE RACK , VAR 5 . 1670	75
IRS00736	GLASS , LUGGAGE RACK , VAR 6 . 1710	8
ISS00136	FRAME , CMPTE	14

ISS00137	FRAME , CMPTE	16
ISS00138	FRAME , CMPTE	1
ISS00139	FRAME , CMPTE	1
ISS00140	FRAME , CMPTE	1
ISS00141	SEAT-PEDESTAL COMPLETE	12
ISS00143	SEAT-PEDESTAL COMPLETE	6
ISS00144	SEAT-PEDESTAL COMPLETE	2
ISS00145	SEAT-PEDESTAL COMPLETE	2
ISS00146	PEDESTAL	12
ISS00147	FRAME , CMPTE	1
ISS00148	PEDESTAL , SEAT . CMPTE	1
ISS00154	SHELL, CENTRAL, L/H	12
ISS00155	SHELL, CENTRAL, R/H	12
ISS00156	SHELL, SIDE, L/H	6
ISS00157	SHELL, SIDE, L/H, PROVIDED FOR RECLINING	17
ISS00158	SHELL, SIDE, R/H	6
ISS00159	SHELL, SIDE, R/H, PROVIDED FOR RECLINING	16
ISS00164	ASSEMBLY, ARMREST, CENTRAL	12
ISS00166	ASSEMBLY, ARMREST, R/H	22
ISS00167	FOAM, ARMREST	114
ISS00169	DO NOT USE. SEE ISS00049	24
ISS00170	CASTING, ARMREST	36
ISS00172	DO NOT USE. SEE ISS00653	39
ISS00173	PLACE NUMBER - AI DISK	15
ISS00174	COVER , RIGHT . CMPTE	24
ISS00176	BUMPER SQUARE COMPLETE, GREY	9
ISS00177	SHELL , BACK	17
ISS00183	HANDLE, CUSHION	24
ISS00184	SHELL , SEAT , CMPTE	100
ISS00185	HOLDER , TICKET	67
ISS00188	COVER	101
ISS00204	FOAM, BACKREST, WITH KNOB SUPPORT L/H	9
ISS00205	FOAM, BACKREST, WITH KNOB SUPPORT R/H	12
ISS00209	FOAM,BACKREST,WITHOUT KNOB	14
ISS00214	COVER,BACKREST,MOQUETTE,KNOB FORECAST LH	9
ISS00217	DO NOT USE. SEE ISS00213	14
ISS00218	SEAT SHELL.CENTRAL RH	1
ISS00219	SEAT SHELL.CENTRAL RH	1
ISS00231	COVER, ARMREST, MOQUETTE	114
ISS00242	ASSEMBLY, HEADREST, W. R/H GRAB HANDLE	4
ISS00243	ASSEMBLY, HEADREST, W. L/H GRAB HANDLE	4
ISS00251	COVER, HEADREST	32
ISS00252	COVER, HEADREST, RIGHT	8
ISS00253	COVER, HEADREST, LEFT	8
ISS00305	FOAM, SEAT CUSHION	35

ISS00306	ASSEMBLY, CUSHION	24
ISS00315	COVER, SEAT CUSHION CMPTE, FGE	48
ISS00331	CUSHION , BACKREST. CMPTE	52
ISS00333	COVER , BACKREST	140
ISS00334	CUSHION , BACKREST . CMPTE	149
ISS00335	CUSHION , SEAT , CMPTE	201
ISS00337	COVER , SEAT	400
ISS00404	FRAME, TUBE, COMPLETE	5
ISS00405	FRAME, TUBE, COMPLETE	2
ISS00406	FRAME, TUBE, COMPLETE	2
ISS00407	FRAME, TUBE, COMPLETE	2
ISS00408	FRAME, TUBE, COMPLETE	2
ISS00409	FRAME, TUBE, COMPLETE	2
ISS00410	FRAME, TUBE, COMPLETE	13
ISS00411	FRAME, TUBE, COMPLETE	3
ISS00412	FRAME, TUBE, COMPLETE	4
ISS00413	FRAME, TUBE, COMPLETE	2
ISS00414	FRAME, TUBE, COMPLETE	2
ISS00415	FRAME, TUBE, COMPLETE	2
ISS00416	FRAME, TUBE, COMPLETE	2
ISS00417	FRAME, TUBE, COMPLETE	2
ISS00419	FRAME, COMPLETE	5
ISS00420	FRAME, COMPLETE	3
ISS00421	FRAME, COMPLETE	2
ISS00422	FRAME, COMPLETE	3
ISS00423	FRAME, COMPLETE	4
ISS00424	FRAME, COMPLETE	5
ISS00425	FRAME, COMPLETE	2
ISS00426	FRAME, COMPLETE	3
ISS00427	FRAME, COMPLETE	2
ISS00429	COVER, BACKREST, TEXTILE	723
ISS00430	FOAM BACKREST	49
ISS00431	SHELL, BACKREST	17
ISS00433	SHELL, BACKREST, W/ TABLE CATCH CMPTE.	7
ISS00434	DO NOT USE. SEE ISS00447	64
ISS00435	COVER, SEAT CUSHION, TEXTILE	639
ISS00437	SHELL, SEAT CUSHION	25
ISS00438	CUSHION, PRIORITY SEAT, COMPLETE	12
ISS00440	FOAM, SEAT CUSHION	6
ISS00441	GRAB HANDLE, COMPLETE	211
ISS00442	FRAME, TUBE, COMPLETE	1
ISS00443	FRAME, COMPLETE	1
ISS00444	SEAT, PEDESTAL, COMPLETE	1
ISS00445	CUSHION, BACKREST, COMPLETE	2
ISS00446	SHELL, BACKREST	2
ISS00448	ARMREST, RIGHT, COMPLETE	102
ISS00450	FRAME	2
ISS00451	FRAME	2

ISS00452	FRAME	2
ISS00454	CUSHION, BACKREST, COMPLETE	6
ISS00455	CUSHION, SEAT, COMPLETE	33
ISS00456	SHELL, SEAT, COMPLETE	2
ISS00457	DO NOT USE. SEE ISS00053	48
ISS00458	BACKREST LOCKING PIN SPRING	48
ISS00459	DO NOT USE. SEE ISS00055 - BACKREST LOCKING PIN ROD	48
ISS00460	DO NOT USE. SEE ISS00056 - ARMREST SPRING WASHER	40
ISS00471	FRAME , TUBE , CMPTE	1
ISS00472	FRAME , TUBE , CMPTE	1
ISS00473	FRAME , TUBE , CMPTE	1
ISS00474	FRAME , TUBE , CMPTE	1
ISS00475	FRAME , TUBE , CMPTE	6
ISS00476	FRAME , TUBE , CMPTE	6
ISS00478	FRAME , TUBE , CMPTE	6
ISS00479	FRAME , TUBE , CMPTE	1
ISS00480	FRAME , TUBE , CMPTE	1
ISS00481	FRAME , TUBE , CMPTE	1
ISS00482	FRAME , TUBE , CMPTE	1
ISS00483	FRAME , TUBE , CMPTE	1
ISS00484	FRAME , TUBE , CMPTE	1
ISS00485	FRAME , TUBE , CMPTE	1
ISS00486	FRAME , TUBE , CMPTE	1
ISS00487	FRAME , TUBE , CMPTE	1
ISS00488	FRAME , TUBE , CMPTE	1
ISS00489	FRAME , TUBE , CMPTE	1
ISS00490	FRAME , TUBE , CMPTE	1
ISS00491	FRAME , TUBE , CMPTE	1
ISS00492	FRAME , TUBE , CMPTE	1
ISS00493	FRAME , TUBE , CMPTE	1
ISS00494	FRAME , TUBE , CMPTE	1
ISS00495	FRAME , TUBE , CMPTE	1
ISS00496	FRAME , TUBE , CMPTE	1
ISS00497	FRAME , TUBE , CMPTE	1
ISS00498	FRAME , TUBE , CMPTE	1
ISS00499	FRAME , TUBE , CMPTE	1
ISS00611	UNIT, BEARING, COMPLETE	6
ISS00612	SPRING, TORSION	44
ISS00613	STOP, BUMP	22
ISS00621	MECHANISM,SEAT,RECLINING,POS. 08-01 & 09	7
ISS00622	MECHANISM,SEAT,RECLINING,NORMAL POS.	7
ISS00623	ASSEMBLY, TENSIONER	7
ISS00624	DO NOT USE. SEE ISS00356 1ST CLASS SEAT RECLINING PUSH BUTTON	7
ISS00631	KNOB,	9
ISS00632	DO NOT USE. SEE ISS00045	100

ISS00633	ROLLER, PLASTIC	200
ISS00642	MEAL TRAY STOP LARGE HEAD	100
ITS00004	PANEL, ASSY. TABLE	10
ITS00041	TABLE, LONG, STANDARD	18
ITS00061	ASSEMBLY, TABLE	6
ITS00062	CATCH, TABLE, RAL 7012	56
ITS00063	PLUG, TABLE CATCH, RAL 7012	56
ITS00064	LOCK, TABLE, RAL 7012	56
ITS00065	PLUG, TABLE AXLE	11
ITS00066	PLUG, LEG, COVERS FLOOR SCREWS	100
ITS00081	TABLE, SLIDING UNIT, COMPLETE	4
JBS00071	PANEL, DOOR, LEFT, SWT 444	2
JBS00072	PANEL, DOOR, RIGHT, SWT 444	2
JBS00142	STEP. CAB BACK DOOR	2
JBS00148	UNIT, CABLE CMPTE. CAB BACK DOOR	4
JBS00212	REAR WALL, DRIVERS CAB, SWT	1
JBS00333	UNIT, CABLE, COMPLETE	4
JBS00384	DO NOT USE. SEE OGS00413	16
JBS00422	SWITCH, PROXIMITY	20
JBS00461	DO NOT USE. SEE OGS00441	40
JBS00462	DO NOT USE. SEE OGS00441	14
JBS00701	PANEL GLASS	30
JBS00816	LOCK	4
JBS00843	DEVICE, LOCKING	6
JBS00863	LINER 'IGLIDUR'	75
JBS00872	HANDLE	75
JBS00933	BUMPER	75
JBS00934	BUFFER	30
JBS00961	HOOK COAT	30
JBS00971	HOLDER, DRINK	10
JBS00998	KIT, SERVICE, COMPLETE	2
JCS00410	RADOX GKW-LW/S EMV 9X0,5+S	30
JCS00411	CABLE, SHIELDED, RADOX GKW-LW/S EMV 50X1	20
JCS00412	CABLE, SHIELDED. RADOX GKW-LW/S EMV 36X0,5	20
JCS00413	CABLE, SHIELDED, RADOX GKW-LW/S EMV 25X1	15
JCS00414	CABLE, SHIELDED. RADOX GKW-LW/S EMV 18X0,75	15
JCS00415	CABLE, SHIELDED. RADOX GKW-LW/S EMV 15X0,5	20
JCS00416	RADOX GKW-LW/S EMV 6X0,75+S	40
JCS00417	RADOX GKW-LW/S EMV 6X0,5+S	40
JCS00418	RADOX GKW-LW/S EMV 4X0,75+S	100
JCS00419	RADOX GKW-LW/S EMV 2X1,5+S	30
JCS00420	RADOX GKW-LW/S EMV 2X0,75+S	30
JCS00421	CABLE, DATA BUS LINE, 4X2,0.5XS/FR	80
JCS00422	CABLE, DATA BUS MVB 2X2X0.5	60

JCS00601	LOCK, DOOR BAR	18
JCS00603	LIMITER, DOOR OPENING	18
JCS00604	LOCK, GATED, SQUARE	30
JGS00001	SPEEDOMETER 0-140MPH	24
JIS00041	BLIND, FRONT ROLLER, DRIVERS SIDE	6
JIS00051	ROLLER BLIND SECOND MAN SIDE FRONT	6
JKS00121	SWITCH SNAP ACTION	60
JKS00131	SWITCH CONTROL	12
JKS00133	SWITCH CONTROL SWT	6
JKS00134	SWITCH KEY MASTER	6
JKS00141	PUSHBUTTON	6
JOS00010	DOOR,SLIDING,R/H.EXTERIOR.SWT	3
JOS00011	DOOR,SLIDING,L/H.EXTERIOR.SWT	3
JOS00033	LEAF , DOOR , CMPTE . UNPAINTED	4
JOS00041	SKIN , DOOR PANEL , INNER . UNPAINTED	6
JOS00042	SKIN , DOOR PANEL , INNER . UNPAINTED	6
JOS00043	SKIN , DOOR PANEL , INNER . UNPAINTED	6
JOS00053	PANEL ,SINGLE .SLIDING PLUG DOOR, 444	1
JOS00054	PANEL ,SINGLE .SLIDING PLUG DOOR , 444	1
JOS00101	PANEL PNEUMATIC R/H FGE SWT	13
JOS00111	CYLINDER , PNEUMATIC , CMPTE	15
JOS00112	CYLINDER , PNEUMATIC , CMPTE	15
JOS00321	BUZZER . MALLORY SC648ND .	15
JOS00331	PORTAL , WIRING HARNESS	6
JOS00332	HARNESS , WIRING . 4KT	6
JOS00333	HARNESS , WIRING . X2	4
JOS00334	HARNESS , WIRING . X4	4
JOS00335	HARNESS , WIRING . X6	4
JOS00336	PANEL , CONTROLLER , WIRING HARNESS	4
JOS00337	BUZZER , WIRING HARNESS	4
JOS00338	HARNESS ,WIRING.UNLOCKING DEVICE	4
JOS00339	HARNESS ,WIRING.UNLOCKING DEVICE EXT.	4
JOS00340	HARNESS , WIRING , DRAG CHAIN	4
JOS00381	STRIP , CONNECTOR , CMPTE	6
JOS00382	STRIP , CONNECTOR , CMPTE	6
JOS00383	STRIP , CONNECTOR , WIRED	2
JOS00701	WINDOW , SLIDING	29
JOS00801	DEVICE , UNLOCKING . INTERIOR . SWT	6
JOS00804	UNLOCKING DEVICE INNER. PASS & CAB DOOR	18
JOS00817	GUIDE CHANNEL COMPLETE, 444	2
JOS00818	GUIDE CHANNEL COMPLETE, 444	2
JOS00821	CHANNEL , GUIDE , CMPTE	8
JOS00823	CHANNEL , GUIDE	2
JOS00824	CHANNEL , GUIDE	2
JOS00825	GUIDE , CMPTE	2
JOS00826	ROLLER GUIDE 20M CAB&444 PAX&CAB RH DR	12

JOS00828	TUBE , GUIDE	2
JOS00831	HOOK , CATCH	16
JOS00832	HOOK , CATCH	7
JOS00833	HOOK , CATCH	7
JOS00834	PIN , ECCENTRIC	6
JOS00835	CAM , SWITCH	10
JOS00836	CAM , SWITCH	10
JOS00842	SEAL , FRAME TO DOOR , ASSY . CMPTE	2
JOS00844	SEAL , FRAME TO PORTAL , ASSY . CMPTEE	2
JOS00845	SEAL, FRAME, COMPLETE, 444	10
JOS00846	SEAL, FRAME, COMPLETE, 444	10
JOS00849	LOCK COMPLETE, 444	4
JOS00850	LOCK COMPLETE, 444	4
JOS00851	PULLEY	2
JOS00852	BALL-BEARING , DEEP GROOVE	12
JOS00853	DO NOT USE. SEE OSS00806	4
JOS00861	CABLE , BOWDEN , CMPTE	17
JOS00863	CABLE , BOWDEN , CMPTE . NEW SERIES	20
JOS00864	CABLE BOWDEN COMPLETE, 444	5
JOS00902	RUBBER , FINGER PROTECTION , CMPTE	30
JOS00903	SEAL , COVER . CONNECTOR STRIP	6
JOS00930	LATCH ROTARY 444	5
JSS00002	DRIVERS SEAT MODEL 738.45.31(CL444 & 450	6
JSS00004	SEAT CO-DRIVERS	9
JSS00401	DISPLAY DRIVERS CAB STANDARD	19
JSS00402	PLUG EB 40 E 57	9
JSS00403	FAN EXTERNAL DRIVERS CAB DISPLAY	12
JSS00404	CARD PC104-MVB	9
JSS00801	DRIVERS SEAT TOP SECTION (CL 444 & 450)	6
JVS00022	VALVE , CHECK	12
JVS00023	TANK , WASHER	3
JVS00024	DO NOT USE. SEE JVS00034	32
JVS00025	T-PIECE	12
JVS00026	HOSE , PVC	20
JVS00028	HOSE.WIPER SYSTEM	30
JVS00029	HOSE.WIPER SYSTEM	30
JVS00035	VALVE,CHECK.WIPER SYSTEM	8
JVS00036	HOSE.WIPER SYSTEM	20
KCS00001	DISPENSER , CUP	1
KES00401	CIRCUIT-BREAKER , AUTOMATIC . 1 PIN C2A	3
KES00402	CIRCUIT-BREAKER , AUTOMATIC . 3 PIN C2A	3
KES00403	CIRCUIT-BREAKER , AUTOMATIC . 1 PIN B10A	3
KES00404	CIRCUIT-BREAKER , AUTOMATIC . 1 PIN B6A	3
KES00405	CIRCUIT-BREAKER , 4 PIN . 25A/30MA	3
KES00406	SIGN , COMPLETE SET	3
KES00407	FUSE , FINE WIRE . 250V/0.5A 5 X 20	30
KES00408	FUSE , FINE WIRE . 250V/1A 5 X 20	30
KES00409	FUSE , FINE WIRE . 250V/2.5A 6.3 X 32	30

KES00410	TRANSFORMER , 400V/14.4A 10KVA	1
KES00411	SWITCH , AUXILLARY	3
KES00412	TERMINAL , FUSE . 4MMSQ . WITH GLOW LAMP	6
KES00413	HOLDER , FUSE	6
KES00414	TERMINAL , FUSE . 4MMSQ . WITH LED	6
KES00415	LAMP , SIGNAL , WHITE . WITH LED 230V/AC	3
KES00416	LAMP , SIGNAL , RED . WITH LED 24V/AC	3
KES00417	SWITCH , AUXILLARY , YELLOW . WITH LED	3
KES00418	RELAY , 24V/DC	3
KES00419	RELAY , 230V/AC	3
KES00420	RELAY , 230V/AC	3
KES00421	RELAY , 24V/DC	3
KES00422	SOCKET , RELAY , FOR 29695	3
KES00423	RELAY 24V/DC	3
KES00424	RELAY 24V/DC	3
KES00425	SOCKET , RELAY . WITH RETAINING SPRING	3
KES00426	RELAY 24V/DC	3
KES00427	RELAY , TIME LAG . 12-60V	3
KES00428	CONTROLLER , CAM . 4 PIN 20A	3
KES00429	CONTROLLER , CAM . 3 PIN 20A	3
KES00430	CONVERTOR , DC/DC	6
KES00432	ENCLOSURE , PC 97-6-M . GREY COVER	6
KES00433	SOCKET , SWITCH	3
KES00434	CONNECTOR . WIPER MOTOR	3
KES00435	SOCKET , CONNECTOR . WIPER MOTOR	3
KES00436	CONNECTOR , FUSE FRAME . WIPER MOTOR	3
KFS00001	EXTINGUISHER , FIRE	1
KFS00011	KIT , FIRST AID	1
KLS00401	BULB , HALOGEN	3
KLS00402	UNIT , POWER SUPPLY , SPOTLIGHTS	3
KLS00403	LAMP , ENERGY SAVING . 9W	6
KLS00404	INVERTOR , LIGHTING . CEILING 110V/DC	3
KLS00406	COVER , LAMP . CEILING LIGHT	6
KLS00407	LIGHT , BAR	6
KOS00031	DOOR , ASSY	1
KOS00051	LOCK & CYLINDER , L/H	2
KOS00052	LOCK & CYLINDER , R/H	2
KOS00053	LOCK , WITH NUTS	2
KOS00054	DO NOT USE. SEE KOS00060	2
KOS00055	HINGE	4
KOS00056	BUFFER	10
KOS00057	CYLINDER , DOUBLE	2
KOS00059	DO NOT USE, IDENTICAL TO KOS00058	2
KOS00290	Wire Rack	1
KOS00801	LIP , CARRIAGE KEY	1
KPS00209	FILLER	2
KPS00210	FILLER	2

KPS00211	BUMPER	2
KPS00212	FRAME , PRICE LIST	2
KPS00213	FRAME , PRICE LIST	2
KPS00214	FRAME , PRICE LIST	2
KPS00215	COVER , PRICE LIST	10
KPS00216	FILLER	2
KPS00217	PLATE , RECEPTACLE . DOOR LOCK	1
KPS00225	PANEL , ASSY . 80	1
KPS00254	PANEL . 40	1
KPS00259	PANEL , DOOR	1
KPS00270	DUCT , ASSY	1
KRS00011	CLASP , HAND . FURNTIURE	3
KRS00012	CLIP , SPRING	3
KRS00013	BRACKET , SPRING CLIP	3
KRS00014	GUIDE , SLIDING . TOP . POLYSTONE GREY	3
KRS00015	ROLLER	3
KRS00016	RAIL , SLIDE ,. LOWER TWIN	3
KRS00017	PIECE , END	3
KRS00018	SCREW , KNURLED	3
KRS00021	BRACKET , SUPPORT PLATE	3
KRS00024	ROD , FLAT	3
KRS00026	SHELF,LOWER.REFRIGERATOR	3
KRS00027	BAR,HOLE.REFRIGERATOR	3
KRS00028	COVER,LOWER.REFRIGERATOR	3
KRS00029	SHELF,GLASS DISPLAY UNIT.	10
KRS00030	SHELF,GLASS,CMPTE	3
KSS00021	CYLINDER , DOUBLE . FOR SHUTTER	3
KSS00031	ROSETTE , INSIDE . FOR SHUTTER	3
KWS00301	INDICATOR , LEVEL . WATERTANK	3
KWS00402	LAMP , ULTRA VIOLET .	9
KWS00403	WIPER , ULTRAVILOET	3
KWS00421	SWITCH , LIMIT	3
KWS00441	PUMP , CIRCULATION . 3 PHASE 400V/50HZ	3
KWS00501	FILTER , WATER . BRITA AQUAQUELL 33	10
new	#N/A	39
OFS00002	EDGING	2
OFS00003	EDGING	2
OFS00014	PANEL, COMPLETE	4
OFS00301	UNIT, CABLE, COMPLETE	2
OFS00302	UNIT, CABLE, COMPLETE	2
OFS00401	ENCODER, COMPLETE	4
OFS00412	BUTTONS, EMERGENCY	12
OGS00041	DOORLEAF, COMPLETE	10
OGS00042	DOORLEAF, COMPLETE	10
OGS00135	STEP.SALOON END DOOR	4
OGS00161	PARTITION ,CMPTE.SALOON END DOOR	4
OGS00172	STEP,INSIDE.BODY END DOOR	2
OGS00173	STEP,OUTSIDE.BODY END DOOR	2

OGS00177	GUIDE,CMPTE.SALOON END/PARTITION DOOR	3
OGS00178	DO NOT USE - SEE OGS00932 - CABLE LOOM CMPTE	2
OGS00179	DEVICE,LOCKING.BODY END DOOR	4
OGS00181	KIT,SERVICE.SALOON END DOOR	5
OGS00182	UNIT,CABLE CMPTE.SALOON END DOOR	6
OGS00191	GUIDE,CMPTE.SALOON END/PARTITION DOOR	2
OGS00411	DO NOT USE. SEE JBS00383	4
OGS00421	SWITCH PROXIMITY	7
OGS00938	KIT,SERVICE.CAB BACK DOOR	4
OK	#N/A	19
OPS00013	SSL-REPEATOR SRP-016	3
OPS00021	CABLE, LAN, 0.4M, 4PL SCR BOTH SIDES 5PL	1
OPS00022	CABLE, LAN, 2M, 4POL SCR 1 SIDE 5POL	10
OPS00023	CABLE, LINK, 7M, 4POL SCR 1 SIDE 6POL	10
OPS00024	CABLE, LAN, 10M, 4PL SCR BOTH SIDES 6PL	5
OPS00025	CABLE, LAN, 5M, 4POL SCR BOTH SIDES 6POL	3
OPS00026	CABLE, LAN, 8M, 4OPL SCR BOTH SIDES 6POL	11
OPS00028	CABLE, LAN, 2M, 4POL SCR BOTH SIDES 6POL	2
OPS00029	CABLE, LINK, 8M, 4POL SCR BOTH SIDES 6PL	1
OPS00030	CABLE, LINK, 2M, 6POL SCR BOTH SIDES 6PL	2
OPS00301	CONVERTER, DC/DC, 110/24V	7
OPS00601	SCREWS, M5X10, A4	90
OPS00602	SEAL	90
OPS00701	COVER, GLASS, SCHOTT	90
OPS00801	SET, MOUNTING, SENSOR HOLDER	90
OPS00802	MOUNTING, SENSOR TO SENSOR HOLDER	90
OSS00010	DOOR , DOUBLE SLIDING , ASSY . SWT	16
OSS00041	SKIN , DOOR PANEL , INNER . UNPAINTED	20
OSS00042	SKIN , DOOR PANEL , INNER . UNPAINTED	20
OSS00043	SKIN , DOOR PANEL , INNER . UNPAINTED	40
OSS00045	CABLE,CONNECTION,M12.3 PIN,1200MM LG	6
OSS00061	PANEL SINGLE SLIDING PLUG DOOR, 444	1
OSS00062	PANEL SINGLE SLIDING PLUG DOOR, 444	1
OSS00112	CYLINDER , PNEUMATIC , DOUBLE ACTION	20
OSS00113	CYLINDER , PNEUMATIC , CMPTE	20
OSS00201	PNEUMATIC HOSE 8X1.5 (SUPPLIED IN METRES	20
OSS00202	PNEUMATIC HOSE 6X1 (SUPPLIED IN METRES)	20
OSS00310	HARNESS WIRE, 444	2
OSS00311	HARNESS WIRE, 444	2
OSS00312	HARNESS WIRE, 444	2
OSS00313	HARNESS WIRE, 444	2
OSS00314	HARNESS WIRE, 444	2
OSS00315	HARNESS WIRE, 444	2
OSS00316	HARNESS WIRE, 444	2

OSS00317	HARNESS WIRE, 444	2
OSS00318	HARNESS WIRE, 444	2
OSS00319	HARNESS WIRE, 444	2
OSS00320	HARNESS WIRE, 444	2
OSS00321	HARNESS WIRE, 444	2
OSS00322	HARNESS WIRE, 444	2
OSS00323	HARNESS WIRE, 444	2
OSS00324	HARNESS WIRE, 444	2
OSS00325	HARNESS WIRE, 444	2
OSS00326	HARNESS WIRE, 444	2
OSS00327	HARNESS WIRE, 444	2
OSS00328	HARNESS WIRE, 444	2
OSS00329	HARNESS WIRE, 444	2
OSS00330	HARNESS WIRE, 444	2
OSS00333	BUMP STOP 20X12X10 BODYSIDE DOORS	40
OSS00334	HARNESS,WIRING,DOOR CONTROLLER.X2	10
OSS00335	HARNESS,WIRING,DOOR CONTROLLER.X4	10
OSS00337	HARNESS , WIRING , EXTERNAL BUZZER	10
OSS00338	HARNESS,WIRING,DOOR CONTROLLER.X6	10
OSS00339	HARNESS,WIRING,UNLOCKING DEVICE . INT.	10
OSS00340	HARNESS , WIRING , PORTAL TO DOOR WING	10
OSS00342	HARNESS , WIRING , CONTROLLER BLOCK	6
OSS00343	UNIT , MAINTENANCE	6
OSS00344	HARNESS , WIRING , OPERATOR UNIT	10
OSS00345	WIRE , GROUND . 35MM SQ X 250MM LONG	22
OSS00382	LINE , CONNECTION , DW CMPTE .	10
OSS00383	CABLE , CONNECTION . 3 PIN , 1200MM LONG	22
OSS00385	SEAL , SPEAKER UNIT	25
OSS00401	DO NOT USE. SEE EPS00039 - PUSHBUTTON, INT/EXT DOOR ESCHA	25
OSS00411	HARNESS , DRIVE WIRE , 2-PANEL	4
OSS00412	SWITCH.CHANGEOVER CONTACT	20
OSS00421	DO NOT USE - SEE OSS00009 - LIMIT SWITCH LS	40
OSS00422	DO NOT USE - SEE OSS00009 - LIMIT SWITCH LS	20
OSS00431	DO NOT USE, USE EPS00033 - BEZEL FRONT YELLOW BRAILLETEXT "OPEN"	25
OSS00453	UNIT , CONTROL . EXTERIOR DOOR . HMDG 2	14
OSS00460	FRAME , FRONT , FRONTEND SWITCH	20
OSS00466	RING , SPACER . 16203586	40
OSS00472	CABLE, RECEIVER. OBSTRUCTION DET.	24
OSS00473	TRANSMITTER,OBSTRUCTION DETECTOR	28
OSS00474	CABLE, TRANSMITTER. OBSTRUCTION DET.	24
OSS00601	BOLT , BEARING	4
OSS00610	SCREW , STOP	20
OSS00802	DEVICE EMERGENCY UNLOCKING EXTERNAL SWT	28
OSS00810	LOCK , CMPTE	10

OSS00811	LOCK , CMPTE	10
OSS00812	LOCK , CMPTE	10
OSS00815	CHANNEL GUIDE COMPLETE, 444	5
OSS00818	CHANNEL GUIDE COMPLETE, 444	5
OSS00819	CHANNEL GUIDE COMPLETE, 444	5
OSS00820	SPACER	80
OSS00821	CHANNEL , GUIDE , CMPTE	10
OSS00822	CHANNEL , GUIDE , CMPTE	4
OSS00823	CHANNEL , GUIDE	10
OSS00824	CHANNEL , GUIDE	10
OSS00825	CHANNEL GUIDE COMPLETE, 444	5
OSS00828	TUBE , GUIDE	10
OSS00829	ROLLER , CMPTE	100
OSS00830	BOLT , ROLLER	12
OSS00831	BOLT , CATCH	25
OSS00832	WEDGE , CATCH	10
OSS00833	WEDGE , CATCH	10
OSS00834	PIN , ECCENTRIC	200
OSS00836	SWITCH	20
OSS00837	WEDGE , CATCH	20
OSS00838	WEDGE , CATCH	20
OSS00841	PORTAL FRAME SEAL 444 PASSENGER DOOR	2
OSS00845	CATCH WEDGE, 444	5
OSS00846	CATCH WEDGE, 444	5
OSS00852	FIXTURE , CLAMPING	10
OSS00853	BRACKET LOCKING, 444	5
OSS00854	BRACKET LOCKING, 444	5
OSS00860	CABLE BOWDEN, 444	5
OSS00862	CABLE , BOWDEN , CMPTE	20
OSS00863	CABLE , BOWDEN , CMPTE	20
OSS00864	CABLE , BOWDEN , CMPTE	20
OSS00865	CABLE , BOWDEN ROTARY LATCH W RETAINER	22
OSS00869	CABLE BOWDEN , 444	5
OSS00873	FITTING , SWIVEL	20
OSS00874	SUPPORT , ROLLER , CMPTE	20
OSS00875	LOWER SWIVEL ARM GUIDE ROLLER	20
OSS00881	SLEEVE , ROLLER BEARING	12
OSS00882	CAGE,AXIAL ROLLER BEARING.TYPE AXK2542	12
OSS00883	DISK , AXIAL . TYPE AS2542	200
OSS00884	RING , SEALING, SHAFT . TYPE ANSG506205	34
OSS00885	BEARING , LINEAR . TYPE LBBS50	60
OSS00892	GEARWHEEL , TOOTHED BELT	20
OSS00893	GEARWHEEL , TOOTHED BELT	20
OSS00901	RUBBER , FINGER PROTECTION , CMPTE	20
OSS00902	RUBBER , FINGER PROTECTION , CMPTE	20
OSS00903	SEAL	80
OSS00904	CYLINDER,PNEUMATIC.TYPE SZS07016/010	10

OSS00906	CYLINDER PNEUMATIC, 444	10
OSS00910	SEAL	20
OSS00920	SPRING, 444	10
OSS00921	SPRING , SPIRAL	40
OSS00922	SPRING , SPIRAL	100
OSS00923	SPRING , SPIRAL	100
OSS00924	SPRING , SPIRAL , CLOSING	40
OSS00925	SPRING , SPIRAL , CLOSING	40
OSS00926	SPRING , ROTARY	60
OSS00927	SPRING , ROTARY	20
OSS00931	UNIT, SPEAKER	20
OSS00932	LATCH ROTARY, 444	5
OSS00933	SEAL , FRAME TO PORTAL . CMPTE	40
OSS00952	COVER	90
OSS00954	COVER , CONNECTOR STRIP	10
OSS00955	CHAIN , ENERGY	25
OSS00956	T-COUPLING , PLUG-IN	20
OSS00958	CHAIN ENERGY, 444	5
OTS00001	DOORLEAF, COMPLETE	1
OTS00015	RUBBER,LEADING EDGE.TMO DOOR	1
OTS00016	GUIDE,FLOOR.TMO DOOR	1
OTS00017	RUBBER,INSIDE.TMO DOOR	1
OTS00018	RUBBER,OUTSIDE.TMO DOOR	1
PAS00306	DETECTOR . AC . EARTH FAULT	5
PAS00316	DETECTOR . DC . EARTH FAULT	3
PAS00317	TRANSDUCER . VOLTAGE . DC INPUT	3
PAS00320	CHOKE . DC LINK FILTER	3
PAS00325	CAPACITOR . SINE FILTER	16
PAS00334	DO NOT USE. SEE PAS00344	21
PAS00338	TRANSDUCER . BATTERY VOLTAGE	3
PAS00343	FUSE . BATTERY OUTPUT CLEAN . 80A	13
PAS00345	FUSE . BATTERY OUTPUT NORMAL . 125A	13
PAS00348	FUSE . MINIATURE . DC 110V	12
PAS00351	RESISTOR . PRECHARGING	3
PAS00352	RESISTOR . OVERVOLTAGE LIMITER	5
PAS00403	FILTER . EMC OUTPUT	3
PAS00404	CONTACTOR . AUXILLIARY	8
PAS00412	UNIT , ELECTRONIC . CIB	3
PAS00433	CONTACTOR . MAIN BLOWER	6
PAS00434	BREAKER . CIRCUIT . MOTOR 1	3
PAS00435	BREAKER . CIRCUIT . MOTOR 2	3
PAS00442	MICROSWITCHER	16
PAS00454	FAN	6
PAS00456	CAPACITOR	4
PAS00458	HOUSING . ATTACHMENT . FOR FAN	4
PAS00459	HOUSING . ATTACHMENT . FOR TEMP SENSOR	4
PAS00460	HOUSING.ATTACHMENT.MEASURING SOCKET	4

PAS00462	HOUSING.ATTACHMENT.FOR SHIELDING PAIR	4
PAS00463	SENSOR . TEMPERATURE	6
PAS00464	LINE . SUPPLY . 3M	2
PBS00001	UNIT CENTRAL CONTROL COMPLETE	6
PBS00301	PLUG FRONT CCU POWER SUPPLY CONNECT	4
PBS00406	FAN SUB-ASSY FOR CCU SIBAS 32 TYPE 3	4
PBS00424	MODULE ANALOGUE OUTPUT 2 X 10V/20 MA	12
PBS00427	MODULE CONNECTION IM316	8
PBS00428	MODULE DIGITAL INPUT 16 X 24V	6
PBS00429	MODULE ANALOGUE OUTPUT 4 X +/- 10V	4
PBS00430	MODULE, DIGITAL INPUT 16 X 24V 7.5MA	6
PBS00431	INTERFACE MVB CONNECTOR	8
PBS00432	REPEATER MVB	4
PBS00434	CONNECTOR MVB TERMINATING	4
PBS00435	CONNECTOR CMPTE SET MVB I/O-COMPACT	8
PBS00436	CONNECTOR CODING FOR MVB I/O-COMPACT	6
PBS00437	STRAIN RELIEF (SHEET METAL ANGLE)	4
PBS00438	DISTRIBUTION SOCKET MVB	4
PKS00011	CONTAINER, G163 SWT 20M, COMPLETE	3
PKS00031	CONTAINER, G163, SWT 23M, COMPLETE	1
PKS00037	CONTAINER LINE FILTER CL444	2
PKS00371	CONTACT . MIAN . CMPTE SET	10
PKS00373	DEIONIZER	8
PKS00374	DEFLECTOR	8
PKS00375	KIT . OPENING SHICK ABSORBER	8
PKS00379	SOCKET . TYPE E	8
PKS00380	CORE . ASSEMBLY . E	8
PKS00382	KIT . CLOSING COVER	2
PKS00433	SIBAS 32 . TCU . COMPLETE . DC	2
PKS00438	MODULE , POWER SUPPLY . 110+/-15V//C129	9
PKS00452	CARD , ANALOGUE . INPUT/OUTPUT//G063	6
PKS00453	UNIT . SIGNAL PROCESSING	6
PKS00469	MODULE , TRANSDUCER . U/F . //G047	6
PKS00470	FAN . SUB ASSY . SIBAS 32 84TE	14
PKS00475	DO NOT USE. SEE PBS00411	16
PKS00477	PCB. REED MONITOR, STAND ALONE	4
PKS00504	CONVERTER, TRACTION, DC, CMPTE,CLASS 444	1
PKS00531	MODULE . PHASE . IGBT .AQ1-A2	29
PKS00532	MODULE , DIODE	8
PKS00533	CONTACTOR . AUXILLARY . K91-K94	10
PKS00534	DO NOT USE. SEE ECS00004	10
PKS00535	CONTACTOR . AUXILLARY . K95	10
PKS00538	BLOCK -DO NOT USE .SEE ETS00003	30
PKS00544	DO NOT USE - PLEASE USE PKS00314	7
PKS00545	MODULE . POWER SUPPLY . DC110V A91	6
PKS00546	CAPACITOR . EARTH FAULT DETECTION	6
PKS00601	THREADED LOCKING WASHER,M8,DIN 9021	2

PKS00821	EXCHANGER . HEAT .	8
PMS00881	BEARING . COMPLETE SET . TRACTION MOTOR	56
QUERY	#N/A	3
SDS00402	GLASS ROD AND COLLAR FOR DRA	100
SGS00302	CONNECTOR DSD	7
SGS00401	DSD VIGILANCE UNIT COMPLETE	9
STS00302	KIT MOUNTING TPWS AERIAL	7
STS00303	CONNECTOR ASSEMBLY TPWS AERIAL	7
STS00305	DOME, TPWS AERIAL	20
SWS00101	VALVE . DUMP . DUPLEX . WSP	14
SWS00301	SENSOR , SPEED . (PULSE GENERATOR) .	55
SWS00321	WHEEL . PHONIC . BOGIE WSP	27
SXS00403	PLUG CODE OTMR	8
SXS00421	UNIT TOUCH TAG	6
TGS00001	GEAR . TRACTION . 2LB9085-/CB41	9
TGS00021	COUPLING . HALF . GEAR	17
UCS00005	DEVICE , OPERATION , CMPTE	10
UCS00009	COUPLER , UC , CMPTE	8
UCS00012	COUPLING , EMERGENCY	5
UCS00050	INDICATOR	40
UCS00051	INDICATOR SCREW (ANCHOR UPPER RIGHT)	40
UCS00101	CYLINDER , PNEUMATIC	8
UCS00111	HEAD, COUPLER, COMPLETE, 23M	3
UCS00115	DEVICE, OPERATION, COMPLETE, 23M	2
UCS00117	DAMPER, SUPPORT, VERTICAL, 23M	4
UCS00118	COUPLER,PERMANENT,COMPLETE,STIFF,23M	3
UCS00119	BUFFER, COUPLER, C, COMPLETE, 23M	2
UCS00202	HOSE , PNEUMATIC	14
UCS00203	HOSE , PNEUMATIC	14
UCS00204	HOSE , PNEUMATIC	14
UCS00209	HOSE , PNEUMATIC	14
UCS00210	HOSE , PNEUMATIC	14
UCS00211	HOSE , PNEUMATIC	14
UCS00241	HOSE , EMERGENCY COUPLING	22
UCS00243	CONNECTION , QUICK COUPLING	17
UCS00245	COCK , 3 WAY	10
UCS00301	BOX , TERMINAL , CMPTE	3
UCS00402	SWITCH , FRONT , ELECTRIC	5
UCS00404	DRUMSWITCH, W1, SWT 450	1
UCS00405	DRUMSWITCH, W2, SWT 450	1
UCS00413	CONTACT , FIXED , SILVER . 5MM	354
UCS00414	CONTACT , MOVING , SILVER . 5MM	354
UCS00415	PIN , CONTACT .SILVER . 6MM	29
UCS00416	SLEEVE , CONTACT .SILVER . 6MM	29
UCS00503	FILTER , AIR / WATER SEPERATOR	22
UCS00605	WASHER A37	364
UCS00802	ANCHOR B . SHEAROUT DEVICE	3

UCS00803	ANCHOR , A . DEFORAMTION DEVICE	3
UCS00832	RING , RETAINING	14
UCS00833	STOP , LATERAL , CMPTE	12
UCS00842	PIN , GUIDING	7
UCS00843	ARM , UNCOUPLING	3
UCS00851	DO NOT USE, SEE CVS00821	10
UCS00881	BEARING , FLANGED	14
UCS00882	BEARINGS , GUIDE	12
UCS00910	SEAL , FRONT , CMPTE . MRP COUPLER	50
UCS00911	SEAL , FRONT	19
UCS00912	SEAL , FRONT . UC COUPLER	26
UFS00021	BOGIE,MOTOR,CMPTE.DMOS1 . SWT 450	2
UFS00022	BOGIE,MOTOR,CMPTE.DMOS1 . SWT 450	2
UFS00023	BOGIE,MOTOR,CMPTE.DMOS2 . SWT 450	2
UFS00024	BOGIE,MOTOR,CMPTE.DMOS2 . SWT 450	2
UFS00031	MOTOR BOGIE 1 DMOS	1
UFS00034	BOGIE, MOTOR, 2, DMOCL	1
UFS00121	BOGIE,TRAILER,CMPTE.TOSL WB 2.SWT 450	2
UFS00122	BOGIE,TRAILER,CMPTE.TOSL WB 1.SWT 450	2
UFS00123	BOGIE,TRAILER,CMPTE.TOCL 1.SWT 450	2
UFS00124	BOGIE,TRAILER,CMPTE.TOCL 2.SWT 450	2
UFS00134	BOGIE, TRAILER, 2, TOSL-WB	1
UFS00811	SPACER LIFEGUARD BOLTS	34
UFS00821	ARM , TORQUE	6
UFS00831	KIT , ELEMENT . TRACTION MOTOR MOUNT	20
UFS00841	BUMPSTOP LATERAL	12
UFS00842	COLLAR	12
UFS00843	DISK	18
UFS00845	TIE ROD COMPLETE	16
UFS00846	SPHAERIBLOC	44
UFS00851	BUMPSTOP, LATERAL	20
UFS00861	BRACKET SHOEBEAM PAINTED - LOW - AXLE 1	18
UFS00862	BRACKET SHOEBEAM PAINTED - HIGH - AXLE 2	18
UIS00001	SANDER UNIT SDN14-1 WITH 100W HEATER	12
UIS00411	MONITOR , SAND LEVEL . SK124VDC	8
UIS00430	SWITCH , PRESSURE	10
UIS00801	BRACKET , SANDER . AS DRAWN	8
UIS00804	GROUNDPLATE	4
UIS00805	GROUNDPLATE	4
UPS00211	PARKING BRAKE CYL TO BOGIE FRAME HOSE	32
UQS00603	SHIM 5MM	25
UQS00634	SHIM 10MM . SWT	25
USS00614	SHIM 10MM	25
USS00822	STRAP , CONNECTING . F . W/SET GUIDING	36
USS00831	CATCH , EMERGENCY .	36

USS00922	SPRING , HELICAL . SET R-667N/MM	16
USS00925	SPRING, HELICAL. SET R-666N/MM - CI444 T	12
USS00926	SPRING , PRIMARY . LAYER	45
USS00927	SPRING, HELICAL. SET R-933N/MM	8
UUS00002	WEDGE-BEARING	4
UUS00004	WEDGE-BEARING 450NMM HOLE DIA 45MM	4
UUS00005	WEDGE-BEARING 920NMM HOLE DIA 48MM	4
UUS00007	WEDGE-BEARING 450NMM HOLE DIA 48MM	4
UUS00020	STOP CROSS . UPPER PART	16
UUS00021	STOP CROSS . LOWER PART	16
UUS00022	STOP CROSS . FOR ACU	4
UUS00023	STOP CROSS . ADDITONAL FOR ACU	50
UUS00030	SLEEVE	64
UUS00052	CASE , BEARING	6
UUS00060	STONE , GROOVE	16
UUS00090	ACCESSORY , FIXING	100
UUS00091	SUPPLEMENT	50
UUS00092	SUPPLEMENT	48
UUS00101	WASHER	12
UUS00102	WASHER	12
UUS00104	DO NOT USE - DUPLICATE OF FWS00064	12
UUS00105	WASHER	100
UUS00111	DO NOT USE - DUPLICATE OF FSS00022	200
UUS00112	DO NOT USE - DUPLICATE OF FSS00040	100
UUS00304	N/D/S ANTI-CLAIM BLOCK	8
UUS00601	CLAMP . AXIALFIX . HALB R-25,5	36
UUS00603	BOLT, M30 X 230 HEXAGONAL	300
UUS00604	BOLT, M24 X 190, HEXAGONAL	300
UUS00605	WASHER DN 7349 A25	300
UUS00606	SHIM 1, BL1 X 100 X 153	300
UUS00607	SHIM 2, BL1 X 100 X 337	300
UUS00880	BUSH GUIDING WHEELSET	72
UUS00883	BUSH	16
UWS00021	DISC WHEEL INCL. SOUND ABSORBER	40
UWS00611	SHIM 1MM	25
UWS00612	SHIM 2MM	25
UWS00615	SHIM 2MM	25
UWS00921	SPRING HELICAL SET R - 1036N/MM	32
WAS00011	DO NOT USE - SEE WAS00096 & WAS00097	20
WAS00803	MOUNTINGS, SET, V4.0 WC SEAT	10
WBS00009	BASIN STD. UNI. 450 EXT 2	4
WBS000111	TAP SENSOR	10
WBS00032	COVER , WASHBASIN	2
WBS00202	SET, GASKET, V1.1 BOWL	9
WBS00801	MOUNTING, SET, V3.2 BOWL	9
WBS00802	HARNESS, CABLE, 560 V2.0 EQUIPPED	7
WCS00086	SOLENOID VAVLE V1.0.1 STD UNI. 450 EXT 2	2
WCS00103	SAFETY PRESSURE REGULATOR	10

WCS00110	PRESSURE TRANSDUCER	10
WCS00131	VALVE, ANTIRETURN, D8, NORGREN T50P0008	3
WCS00141	DOOR, SEVRICE, OUTER WALL	4
WCS00142	DOOR, MIRROR, WITH MIRROR	16
WCS00144	COVERING, FLOOR, ROLL OF 15M X 1.22M	8
WCS00145	KIT, REPAIR, PAINT	7
WCS00146	OBSOLETE - USE WHS00004	8
WCS00147	EXHAUST VALVE 0125	8
WCS00148	SIPHON	5
WCS00149	COVER , FLOOR . LINOLEUM	2
WCS00252	ACTIONATOR, CROUZET 161 F	6
WCS00253	BLOCK , CONEX. D6, NORGREN V085516R-QO40	3
WCS00254	PROFILE, RUBBER	35
WCS00255	M.OPALINA POLICAR. LEXAN2034 E OPAL82103	6
WCS00256	SLIDER	6
WCS00257	BELT	6
WCS00258	PLATE, FLOOR STEP	4
WCS00259	GRID	6
WCS00260	BUSHING	6
WCS00261	STAND, COAT	12
WCS00262	GRID	6
WCS00263	RESISTANCE, 250W	3
WCS00264	BELT	35
WCS00265	SHROUD, BOWL	2
WCS00268	RUNNER	6
WCS00269	STRAP, RUBBER, RIU S.A. 5305-30	6
WCS00270	DO NOT USE. SEE WFS00001	13
WCS00271	SLEEVE	12
WCS00272	SLEEVE	6
WCS00273	SLEEVE	6
WCS00274	SLEEVE	6
WCS00275	SLEEVE	3
WCS00276	DO NOT USE. SEE WFS00011	3
WCS00281	LABEL, VT, "COMPRESSED AIR INPUT"	15
WCS00282	LABEL, VT, "WATER INPUT"	15
WCS00283	LABEL, VT, "TEST CONDUIT"	15
WCS00284	LABEL, VT, "ELECTRICAL CONNECTION"	15
WCS00285	LABEL, VT, "COMPRESSED AIR OUTPUT"	15
WCS00286	LABEL, PE, "PROTECTION EARTHING"	15
WCS00313	DO NOT USE - PLEASE USE ILS00436	10
WCS00320	DO NOT USE. PLEASE USE WCS00333	10
WCS00321	PUMP WATER	6
WCS00324	SILENCER 1/8"	3
WCS00332	PUMP, VACUUM, K 600 V2.1	7
WCS00334	COIL, SOLENOID, 24VDC	2
WCS00335	COIL, 24VCC, +-30%, V10025-S13	3

WCS00336	SOLENOID, NORGREN 13J	3
WCS00338	CONTACT,DOOR LOCK.STANDARD TOILET	12
WCS00341	MAGNET, NEODIMIUM, IVD.35-DX8X8	35
WCS00342	MAGNET, NEODIMIUM, IVD.35-DX8X10	35
WCS00343	MAGNET, SOUTHCO 02-10-802-10	3
WCS00344	MAGNET, NEODIMIUM, IVD.35-DX8X5	35
WCS00352	TRANSFORMER. 110VDC, 24VDC	9
WCS00353	CONVERTOR, 110/12VDC, 10-40W	14
WCS00361	DISTRIBUTOR , WATER	1
WCS00401	GAUGE PRESSURE 0-10BAR	3
WCS00503	FILTER REGULATOR	3
WCS00511	FILTER, SILENT, NORGREN M/1511	3
WCS00603	HANDLE, GRAB, NEACO DF5806 RAL 2003	10
WCS00604	HANDLE, EMERGENCY	3
WCS00611	DO NOT USE	3
WCS00621	STOP, WIRE	8
WCS00623	O'RING 16X1 P431A	80
WCS00624	FASTENER	6
WCS00631	HANDRAIL	6
WCS00632	GRABRAIL	2
WCS00633	HANDRAIL , TIP-UP	2
WCS00703	LOCK , MIRROR	13
WCS00704	MIRROR	6
WCS00705	MIRROR , DOOR	5
WCS00803	LOCK, SQUARE, COMPLETE	45
WCS00805	HOOK	70
WCS00812	MOUNITINGS, SET V1.2 VACUUM PUMP	10
WCS00813	NOZZLE, SPRAY	6
WCS00814	NOZZLE, SPRAY	6
WCS00822	DO NOT USE. PLEASE USE EPS00033	9
WCS00824	FRAME, FRONTAL, YELLOW, ELION 56-1492	9
WCS00831	MOUNTING, SET, V1.1 SOLENOID VALVE	7
WES00003	CONTROL UNIT FOR DS6 WC 7.60.106	3
WES00011	TRANSFORMER 2	10
WES00031	CONTROL BOARD, STANDARD, DESIRO 20M	2
WES00047	DOOR CONTROLLER MOUNTED ON 26159	1
WFS00003	LAMP , FLOURESCANT LIGHT	2
WFS00004	COVER , FLOURESCANT LIGHT	10
WFS00007	INVERTER , FLOURESCANT LIGHT .	2
WFS00311	RELAY, 24V, CLOSING, LED, RED	14
WFS00312	RELAY, 24V, OPENING, LED, RED	9
WFS00323	HOUSING, ADDITIONAL, FOR SPOTLIGHT	18
WFS00401	THERMOFUSE,TEMP109C MALE 8X0.8,LONG.490	35
WGS00010	BABY CHANGING TABLE COMPLETE UNILOO	4
WHS00001	THERMOSTAT	6
WHS00011	SENSOR, TEMPERATURE	3
WHS00101	HEATER, COMPLETE	17

WHS00102	FAN, HEATER	12
WHS00111	FAN , TYPE 125-XL	2
WKS00001	DISPENSER SOAP	6
WKS00002	DISPENSER TISSUE	3
WKS00010	SOAP DISPENSER UNILOO	3
WKS00011	DO NOT USE. SEE WKS00005	35
WKS00013	SPRING, FOR PAPER DISPENSER	20
WKS00021	DISPENSER , PAPER TOWEL	2
WKS00022	COVER , PAPER DISPENSER	2
WKS00023	BASE , PAPER TOWEL DISPENSER	2
WLS00301	SENSOR, LEVEL, OPT FS30	15
WLS00431	LEVEL SENSOR	10
WLS00451	BOWL LEVEL CONTROLLER	10
WLS00452	SENSOR, BOWL, LEVEL-2	6
WLS00461	PRESSURE TRANSDUCER CONTROLLER	10
WLS00801	MOUNTING, SET, V2.0 LEVEL SENOSR	15
WMS00002	PLATE, SENSOR, HAND DRIER, TMI/1911	6
WNS00001	SHAVER PLUG	10
WOS00041	DOOR , SERVICE	1
WOS00108	STOP, RUBBER, DOOR	20
WOS00109	DO NOT USE. PLEASE USE WVS00123	10
WOS00110	RAIL, DOOR	20
WOS00111	LOCK BAR	20
WOS00122	DOOR, UNDER WASH TABLE	10
WOS00124	GEARBOX WITH MOTOR T.3.1 WITH CONNECTOR	2
WOS00126	SERRATED BELT PROTECTION TYPE 3 L=1370	2
WOS00128	LIMIT SWITCH 16A 250V AC	4
WOS00131	HANDLE	4
WOS00132	CLOSER , DOOR . WITH CONNECTOR	4
WOS00133	OPENER , DOOR . WITH CONNECTOR	4
WOS00141	BEZEL , FRONT . CLOSE . BRAILLE	5
WOS00142	FRONT BEZEL ORANGE RAL 2003	5
WOS00143	BEZEL , FRONT . OPEN . BRAILLE	5
WOS00701	BREAK GLASS PANEL	300
WOS00801	HINGES	12
WOS00810	LOCK DOOR	20
WPS00001	CONNECTION, BOWL, V3.0, STRAIGHT	14
WPS00002	PASTE, COPPER 85 GRAM TUBE	15
WPS00003	SEAL, THREAD, LOCTITE 5331	14
WPS00004	TAPE, ALUMINIUM, 50MMX45MX30YM	33
WPS00005	THREAD SEAL, DO NOT USE, USE YCS00018	2
WPS00011	JOINT	6
WPS00012	JOINT	6
WPS00100	OUTLET TUBE.37.5MM O, UNI-LOO	2
WPS00101	TUBE, OUTLET, 83MM	5
WPS00102	PIPE, EMPTYING, LEFT	1
WPS00104	PIPE, TOILET	4

WPS00105	PIPE, WASH, LONG/SHORT	1
WPS00106	PIPE, WASH, SHORT	1
WPS00107	PIPE, OVERFLOW WASTEWATER, COMPLETE	1
WPS00108	PIPE, SCAVENGING/OVERFLOW, COMPLETE	4
WPS00109	PIPE, WATER DISTRIBUTE/FREEZE DRAINAGE	3
WPS00110	PIPE, FOR WASH BASIN, LONG/SHORT	1
WPS00111	PIPE, FOR WASH BASIN, LONG	3
WPS00112	PIPE, FOR WASH BASIN, SHORT	3
WPS00113	PIPE, FOR WASH BASIN, SHORT	3
WPS00114	PIPE, OVERFLOW WASTEWATER, COMPLETE	3
WPS00115	PIPE, WATER DISTRIBUTE / FREEZE DRAINAGE	1
WPS00121	HOSE, WATER, FOR WATERTAP/TOILET	20
WPS00122	HOSE, WATER, FOR WATER PUMP	10
WPS00131	PIPE , EMPTYING , RIGHT .	1
WPS00133	PIPE , WASH BASIN	1
WPS00134	PIPE , WITH SYPHON	1
WPS00135	PIPE , INTERFACE . WATER . GREY	1
WPS00136	PIPE , OVERFLOW . WASTE WATER	1
WPS00137	PIPE , SCAVENGING , OVERFLOW	1
WPS00138	TUBE , STEEL , RE-INFORCED . 1/2" - 900	2
WPS00601	O-RING, EPIDOR OR 58-4	6
WPS00602	O-RING, EPIDOR OR 68-4	6
WSS00413	DOOR FUNCTION PUSHBUTTONS	19
WSS00414	TOILET FUNCTION PUSHBUTTON	10
WSS00415	BUTTON, WHITE, FIXOR FHC14154	35
WSS00416	DO NOT USE. PLEASE USE WSS00414	3
WSS00421	PRESSURE SWITCH	10
WSS00422	SENSOR, PROXIMITY, INDUCTIVE, M8X1X32	3
WSS00431	DO NOT USE (Presostate 1/4)	13
WSS00432	SWITCH, PRESSURE, V1.0, 0.2 BAR, AG	18
WSS00433	CELL, PHOTO, EQUIPPED	12
WSS00441	MICROSWITCH	6
WSS00452	INDICATOR,W CONECTOR."TOILET OUT OF USE"	10
WSS00453	INDICATOR,W CONNECTOR,"TOILET OCCUPIED"	10
WSS00454	BUTTON, FLUSH, WITH CONNECTOR	13
WTS00004	TANK, WATER, V1.0 HDPE, EQUIPPED	7
WTS00005	TANK, INTERMEDIATE, H 600-A-PE	11
WVS00006	VACUUM PUMP FOR DS6	5
WVS00108	AIR COCK	12
WVS00109	DISCHARGE VALVE 2 PRESSURE REGULATOR	10
WVS00111	SOLENOID VALVE 3/2	10
WVS00112	SOLENOID VALVES	13
WVS00113	DRAINAGE CHECK VALVE	20
WVS00114	DRAINAGE BALL VALVE	10
WVS00116	OUTLET CHECK VALVE	16

WVS00118	VALVE, VACUUM KEEPER	3
WVS00122	VALVE, GATE, V3.0	12
WVS00126	VALVE, 2/2 WAY, 2/2W 24VDC 1/4"	4
WVS00127	VALVE, BALL, 1/2", DN15, ROTARY HANDLE	24
WVS00128	DO NOT USE. SEE WVS00117	6
WVS00129	VALVA, 1/4", NORGREN T70C2800	3
WVS00130	VALVE, SLEEVE, DN15	6
WVS00132	VALVE,REDUCED,1/2",F-F,NORGREN 601112148	3
WVS00133	VALVE, CIRCUIT SELECTION, 1/8"	3
WVS00134	VALVE, RETENTION, 3/4", VALV-GE 318005	6
WVS00135	VALVE, ELECTRICAL OP. 2/2 24V DC 7W 1/4"	6
WVS00136	VALVE, DOUBLE MALE, LEGRIS 04901021	6
WVS00137	CYLINDER, PNEUMATIC,NORGREN RT/57110/M10	3
WVS00141	GASKET, 45X31X3, EPDM, 50SH	65
WVS00142	GASKET, 75X58X3, EPDM, 50SH	65
WVS00143	GASKET, 62X46X3, EPDM, 50SH	55
WVS00811	MOUNTINGS, SET, V2.1 INLET GATE VALVE	10
WVS00811	MOUNTINGS, SET, V2.1 INLET GATE VALVE	10
WVS00812	MOUNTINGS, SET, V2.0 OUTLET GATE VALVE	14
WVS00901	DO NOT USE (Perma)	13
WWS00004	SENSOR FOR FLOATS STD UNI.	5
WWS00502	FLAPS, MUD, 1/2" MS, 0.25MM	14
WWS00803	JOINT, TANK COVER	12
XDS00701	DISPLAY INFO INTERIOR	14
XDS00702	DISPLAY INFO INTERIOR	8
XDS00703	DISPLAY INFO SIDE	12
XDS00705	DISPLAY INFO FRONT	6
XES00422	GOP HAND SET SA7009A	30
XES00423	HAND SET SA7009B	14
XES00432	UNIT 'CALL FOR AID' WHEELCHAIR POSITION	7
XES00454	CARD , MEMORY . 64MB	10
XPS00303	CABLE SHIELDED SALOON LOUDSPEAKER	35
XPS00304	CABLE SHIELDED SALOON LOUDSPEAKER	25
XPS00305	LOUDSPEAKER	20
XPS00306	LOUDSPEAKER, OFF	10
XPS00312	LOUDSPEAKER CORRIDOR 100V	40
XPS00313	TRANSFORMER CORRIDOR LOUDSPEAKER	30
XPS00321	LOUDSPEAKER WC	28
XPS00331	LOUDSPEAKER CAB 80OHM	18
XPS00341	HANDLE , FRONT COVER	4
XRS00401	RADIO CMPTE CAB SECURITY	38
XRS00422	ADAPTOR FOR AERIAL	32
XRS00423	CONVERTOR DC/DC	8
XRS00424	PLUG 10-PIN RJ	200
XRS00425	INSERT, FOR CRIMPING TOOL	1
XRS00426	CRIMPING TOOL FOR RJ-PLUG 937-SP-301010R	1

XRS00431	AERIAL TYPE B GSM	10
XRS00432	AERIAL COMBINED GPS/GSM	4
XRS00433	AMPLIFIER COMBINED GPS/GSM	4
XRS00434	CABLE HF	22
XRS00435	CABLE AERIAL FOR GPS	2
XRS00436	CABLE AERIAL FOR GSM	2
XRS00438	CABLE , 8M . GPS	3
XRS00439	CABLE , 8M . GSM . NORMAL CONNECTOR	3
XRS00440	CABLE , 5.5M . GSM . NORMAL CONNECTOR	3
XTS00005	CABLE ASSY LON/FAULT FOR DVR	3
XTS00006	CABLE ASSY POWER SUPPLY	3
XTS00015	MODULE, VIDEO CAMERA, COLOUR	6
XTS00016	OPTICAL DOME,CLEAR,FOR CAMERA ENCLOSURE	89
XTS00017	INNER DOME, FOR CAMERA ENCLOSURE	89
XTS00023	CARD FRAMES CONNECTORS ACCESSORIES	6
XTS00029	DIGITAL COLOUR VIDEO CAMERA 8MM LENS	12
XTS00044	CABLES, TMO-CABINET SET, COMPLETE	3
XTS00045	POLYCARB DOME CAMERA SPACER CL450+17	20
XTS00047	CABLE CONNECTION KIT (CL450 + 17 BUILD)	3
XTS00311	CONVERTOR 110/24/12V DC/DC	7
XVS00001	INTERFACE CAR MIDDLE DOOR	8
XVS00011	COVER , FRONT	4
ZES00031	ROPE	20
ZES00121	LADDER, EMERGENCY	20
ZES00122	SADDLE, SUPPORT	64
ZFS00801	BRACKET, MOUNTING, FIRE EXTINGUISHER	20
	BOX, RETURN-AIR, COMPLETE	1

Part C - Special Tools

SWT

Special Tools

Item	Part No.	Total Required Quantity
Toughbooks incl. Standard SW and Administration	CF48	10
Battery Charger/Discharger Converter		2
Main Control Gauge for Couplers	1001558	3
OTMR breakout box		3
Test Rig for HVAC Cab		2
Earthing Switch 36KS Type	TRK5645826D	3
Beam Alignment Fixture		3
Shoe Height Setting Gauge	M-07638-05-FB	10
CCTV on-board monitor (SWT use)		3
MVB Test Software		2
Sony PVM + Monitor	PVM14 M4A	2
Train control CCU SIBAS 32 Monitor		2
Firebox for HSCB		2
Frame Unit, Aux & Traction Supply Modules		2
ISO-TECH IPS 2303 Dual Output DC Power Supply.	RS 446-1926	4
Earthing Rod (Erdungsgeschirr)	A2V01131137	8
Passenger Seat Removal Fixture		14
ISO-TECH GFG-8216A Combined 150 MHz Counter	RS 376-0222	4
USB keys for upload		2
TCU coolant hydrometer test kit		3
PIS Programmer		11
Airflow meter (air dryer)		4
Frame Unit, Line Filter Unit.		2
Frame Unit, Battery Box Module		2
Frame Unit, Brake Resistor Module		2
Toilet System Pressure Gauge 0.0 to +6.0bar		2
Sliding Door Drive (Travel Time Sensor)	25-865-0009-3HV	6
Cab HVAC Test Plug Interface (Dongle)	97.200.62.501	12
Brake Speed Sensor Tester	STN24518/GI6	2
Wireless video link for focussing cameras	WL-C4Z	2
Krikit 1 instrument for Saloon Doors	999 0899 999	3
Special Mounting Tool W68 - Traction Unit		2
Dummy Retraction Lever Shaft	M02871-01-T	6
Pivot Spring Tension Tool	M02873-01-T	6
Broarcast Test Chart for Camera Calibration	TC44CG	2
Braid, Earthing Switch	50142S00410C3	15
Torque Key 13-17mm		6
Depth Gauge W-6	HSBA 431494P0001	3
EVAC toilet test stand power supply	53-18240	2
100m HD RG59 Coax cable	RG59/100	2
Retraction Spring Tensioning Bar	M02872-01-T	6
Battery Filling Station		70
Arc Chute Gauge	SG 100029P1	5
Battery Electrolyte Hydrometer		3
Extractor for Joint of Guide Bar		1

SWT***Special Tools***

Item	Part No.	Total Required Quantity
Traction control TCU SIBAS 32 Monitor		2
SIBAS G Tools		2
SIBAS G Tools Library		2
Software PCS		1
CSR Test Station		2
PIS Edit Tool (add. Test facility)		1
OTMR PCMCIA Download Cards		140
PIS Edit Tool (add. Import Tool)		1
TPWS Depot Test Box	606401-00	3

SWT

Special Tools

Item	Part No.	Total Required Quantity
ACU Test Software SB-LADER		2
OMTR Analyser software Licence OTDPS		2
PIS Edit Tool (add. Search facility)		1
TPWS Train Test Box	608576-00	5
PIS Edit Tool (multiple window feature)		1
Brake System Test Software CI450 MAINTOOL		2
Brake System Test Software CI444 MAINTOOL		2
DEL Inspiron 1 Ghz notebook + software	TSC-3001	2
Door Test Software DOORSCAPE		2
PIS Diagnostic Software		2
HVAC Cab Software MAINT-TOOL		2
CSR Test Software		2
Load cell tester		1
Saloon HVAC Software	Z-Graf	2
Toilet System Vacuum Gauge 0.0 to -2.0bar		2
HVAC Cab Software ST10Flasher		2
Sweep Function Generator TG550 (calibrated)	343-6856	2
PIS Programmer		3
Cables & Conns for programming	SMS-256	2
OTMR battery charger		3
Programming Lead lap top to data Recorder	8000438	6
L-shaped guards keys for CI 444 as discussed on 12.11.03)		2000
Pressure Gauge for Saloon HVAC	STND00481 & STSH00307	2
Set of Hoses	11986	2
Cleaning Combs (8 & 16 Fins per inch)	26510/0282	6
Vacuum Pump for Saloon HVAC	Q249 15121A	2
Wrench, Seal Holder	157383	1
Contact Wrench	185907	1
Contact Wrench	158192	1
Buffer Clamp Wrench	175312	1
Battery Special Tool Set		3
Sony 39cm LCD Monitor + Keyboard	DSS-3KM	2
ACU SIBMON		2
ACU MAINTENANCETOOL		2
Speedometer Tester		3
Torque multiplier		2
Frame Unit, Brake Raft/Compressor Module		2
17.5 Ton Std Jacking Brackets+Engaging Pins		4
Toilet Test System	10531 - Service Terminal HT-793-E	4
Extraction frame for PWMI in the ACU	A2V00156028630	1
Endoscope		2
TMS screen flash drive		3
Shoe height gauge - lightweight		4
24v/110v bench power supply		2
Fitting Spanner for Ceiling Diffusers		25
Gangway Repair Set	4910034300	2
Pressure transducer		6
Water Replenishment Cart (Battery Top up Kit)	HO27-02-1012	3

SWT

Special Tools

Item	Part No.	Total Required Quantity
BCU Test Box		3
Total		

Schedule 17

Maintenance Programme

1. **Maintenance Manual:** PRO/Rail Systems/207 Maintenance Manual - Issue 27²⁰ -
Date: 05/09/2023;
2. **Class 444 Vehicle Maintenance Schedule:** PRO/Rail Systems/273 - Issue 30 -
Date: 19/06/2023; and
3. **Class 450 Vehicle Maintenance Schedule:** PRO/Rail Systems/274 - Issue 24 –
Date: 22/08/2022,

in each case as amended, supplemented, updated or reissued from time to time subject to the prior approval of Lessor in accordance with Lessor's engineering change procedure AT/E01.

²⁰ **Note:** Shown as 'issue 10' on the Maintenance Performer's documents system.

Schedule 18

Ongoing Conditions

1. Unless otherwise agreed with Lessor or by a Modification permitted pursuant to this Agreement, each Item of Equipment must at all times be in a condition consistent with its position within the Maintenance Programme. To the extent that such position allows, and subject to normal wear, each Multiple Unit must at all times be in a fully functioning condition save to the extent otherwise approved via Lessor's engineering change procedure AT/E01 (or, if such Multiple Unit has a Defect, such Defect must be subject to (i) a work order, which in accordance with the Lessee's safety management system, remains open outside of the applicable rectification timescales on normal exam cycles or (ii) subject to a rectification plan agreed between Lessor and Lessee that is being implemented in accordance with its terms and conditions) and in the same formation as the Effective Time and with all its Parts fitted and operational.
2. Without prejudice to the foregoing, each Multiple Unit shall, at all times throughout its Lease Period, comply with the following:
 - (a) all its internal and external surfaces (including its bodyshell) shall have a satisfactory standard of cleanliness and shall be clear of graffiti and visible etching to a similar standard that was acceptable at the Effective Time (if applicable, as if any relevant Snagging Items had been rectified on or prior to the Effective Time); and for the avoidance of doubt, where any Defects are exhibited, such Defects shall be subject to any ongoing defects rectification programme;
 - (b) all accident and crash damage to the Multiple Unit shall have been permanently repaired in accordance with the Manuals and Applicable Laws and in accordance with any programme therefor agreed between Lessor and Lessee or such accident and crash damage shall be subject to a rectification plan agreed between Lessor and Lessee that is being implemented in accordance with its terms and conditions;
 - (c) the Technical Records, Maintenance Information and performance history of the Multiple Unit shall be complete and fully up-to-date in all respects, including with respect to work that has been undertaken (scheduled and unscheduled) and any Modifications that have been agreed via Lessor's engineering change procedure AT/E01;
 - (d) any deficiencies notified by Lessor following its inspection of the Technical Records, Maintenance Information and/or performance history in respect of the Multiple Unit shall have been rectified;
 - (e) there shall be no ingress of water into the bodysells when the doors and windows are closed. Liquid containing vessels internal to the Vehicles shall be watertight; and
 - (f) all Vehicles forming the Multiple Unit (including, without limitation, all bodysells, wheelsets, underframe equipment, underframe equipment cases and liquid containing vessels) shall have been treated for corrosion:
 - (i) in respect of any part or component comprised in the Vehicles in respect of which corrosion prevention procedures are specified in the Manuals, in accordance with such corrosion prevention procedures; or

- (ii) in respect of any part or component comprised in the Vehicles in respect of which no corrosion prevention procedures are specified in the Manuals, in accordance with any corrosion prevention procedures agreed through Lessor's engineering change procedure AT/E01 in respect of such part or component,

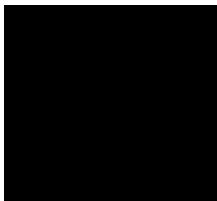
and where any untreated corrosion is exhibited, such corrosion shall be subject to ongoing corrosion prevention procedures consistent with the above.

3. The Lessee shall maintain a formal documented procedure for recording and rectifying faults reported by drivers and other train crew and shall maintain written records (or electronic records capable of being printed in a meaningful format on A4 paper) of the actual recording and rectification of faults and shall make the same available to Lessor for the purposes of any inspection carried out pursuant to this Agreement.
4. The Lessee shall procure compliance with this the terms and conditions of this Schedule.

EXECUTION PAGE

SIGNED for and on behalf of
ANGEL TRAINS LIMITED

By:



SIGNED for and on behalf of
SOUTH WESTERN RAILWAY LIMITED

By:

