

Dated 24th November

2006

- (1) Alcatel Telecom Limited
- (2) Alcatel Transport Solutions UK Limited

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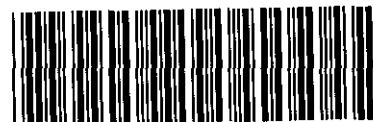
We certify this to be a true and complete copy of the original this 1...3... day of ...February 2007

Blake Laphorn
Tarlo Lyons



Blake Laphorn Tarlo Lyons
Harbour Court, Compass Road
North Harbour, Portsmouth PO6 4ST

**BUSINESS PURCHASE AGREEMENT
RELATING TO
THE UK TRANSPORT SOLUTIONS
DIVISION OF
ALCATEL TELECOM LIMITED**



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Kings Court
21 Brunswick Place
Southampton SO15 2AQ
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PARTIES

- (1) **Alcatel Telecom Limited**, a company incorporated in England (registered number 2650571) whose registered office is at Christchurch Way, Greenwich, London SE10 0AG (the **Seller**); and
- (2) **Alcatel Transport Solutions UK Limited**, a company incorporated in England (registered number 5805963) whose registered office is at Christchurch Way, Greenwich, London SE10 0AG (the **Buyer**).

RECITALS

Whereas the Seller is engaged in, inter alia, the Business (as defined below) and the Seller desires to sell, and the Buyer desires to purchase, all of the Seller's right, title and interest in and to certain assets used in connection with the operation of the Business, and the Buyer has agreed to assume certain obligations and liabilities of the Seller in connection therewith, all upon the terms and subject to the conditions set forth in this Agreement.

Now, therefore, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:

Amro Bond means the bond issued by ABN Amro Bank NV in the maximum aggregate sum of £29,372,130.30 expiring on 6 November 2007 as replaced and/or extended from time to time guaranteeing certain liabilities of the Seller pursuant to the terms of the Customer Contracts;

Assets means the assets of the Business agreed to be sold and purchased pursuant to this Agreement as described in clause 2.1;

Book Debts means all trade and other debts relating to the Business including prepayments owing to the Seller on the Transfer Date and tax refunds (other than those pertaining to income or capital taxes) but excluding the Excluded Book Debts;

Business means the business of the Transport Solutions Division carried on by the Seller at the Transfer Date in delivering signalling and train control solutions for urban and mainline railway customers;

Business Contracts means the Customer Contracts, the Supplier Contracts and the Consultancy Contracts;

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in England and Wales;

Business Information means all information, documentation, papers, books, records, know-how and techniques (whether or not confidential and in whatever form held) which relates exclusively to:

- (a) all or any part of the Business and the Assets (including all books, accounts, credit reports, price lists, cost records, work tickets, catalogues and certificates of title);
- (b) the operations, management, administration or financial affairs of the Business (including all employee records and interview records, any business plans or forecasts, information relating to future business development or planning information relating to litigation or legal advice); and
- (c) the sale or marketing of any of the products sold or services rendered by the Business including, without limitation, all customer and supplier names and lists, sales advertising and marketing information (including without limitation, targets, sales and market share statistics, market surveys and reports on research and terms and conditions of sale or supply);

Business Name means Alcatel as well as any logo related thereto;

Completion means completion of the sale and purchase of the Business and the Assets in accordance with clause 4;

Consideration means the total consideration due from the Buyer to the Seller pursuant to clause 3.1;

Consultants means those persons whose names and addresses are set out in Schedule 2, Part 3;

Consultancy Contracts means those contracts set out in Schedule 6, Part 2;

Creditors means all trade and other debts, accrued charges and all other amounts owing by the Seller in connection with the Business on the Transfer Date but for the avoidance of doubt, excluding the Excluded Liabilities;

Customer Contracts means those contracts, engagements or orders entered into on or prior to the Transfer Date by or on behalf of the Seller with customers for the sale of goods or equipment or the provision of services by the Seller in connection with and in the ordinary course of the Business which at the Transfer Date remain to be performed in whole or in part by the Seller and which are listed in Schedule 5;

Employees means the persons wholly or mainly employed in the Business at the date of this Agreement (whose names and addresses are set out in Schedule 1 and Schedule 2 together with certain particulars of their respective employment) together with the Consultants to the extent that they are subject to the terms of TUPE;

Excluded Assets means the assets referred to in Schedule 4, Part 1;

Excluded Book Debts means the book debts referred to in Schedule 4, Part 3;

Excluded Liabilities means all the liabilities or obligations referred to in Schedule 4, Part 2 but for the avoidance of doubt, excluding the Creditors;

Fixtures and Fittings means the fixtures and the fittings, plant and machinery, utensils, templates, implements and equipment wherever located belonging to the Seller and used exclusively in connection with the Business including, without limitation, those items listed in Schedule 7 but excluding the Excluded Assets;

Goodwill means the goodwill, custom and connection of the Seller in relation to the Business together with the exclusive right for the Buyer and its successors and assigns to carry on the Business and respectively to represent themselves as carrying on the Business in succession to the Seller but excluding the Business Name and subject to clause 2.3, all use by the Buyer thereof;

Intellectual Property means patents, know-how, goodwill, registered and unregistered trademarks and service marks (including any trade, brand or business), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software, information and any databases), database rights, moral rights and topography rights, trade secrets and other confidential information, rights in the nature of unfair competition rights and rights to sue for passing off and any other similar intellectual or commercial right (in each case whether or not registered or registrable for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

Products means those items set out in Schedule 6, Part 3;

Security Interest means any encumbrance, mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title or hypothecation for the purpose, or which has the effect, of granting a security interest of any kind whatsoever and any agreement, whether conditional or otherwise, to create any of the foregoing;

Seller's Group means the Seller, its holding company and all companies and undertakings which now or in the future become subsidiaries or subsidiary undertakings of the Seller or of any such holding company;

Seller's Scheme means the pension scheme known as the Alcatel Pension Scheme particulars of which are set out in Schedule 3;

Special Provisions Order means the VAT (Special Provisions) Order 1995 SI 1995/1268;

Supplier Contracts means those contracts, engagements or orders entered into on or prior to the Transfer Date by or on behalf of the Seller listed in Schedule 6, Part 1;

Taxation means all taxes, levies, duties, imposts, charges, contributions and withholdings of any nature whatsoever or wheresoever imposed and all penalties, fines, charges, surcharges and interest relating thereto;

Transfer Date means close of business on the date of this Agreement;

Transitional Services Agreement means an agreement to be entered into between the Buyer and the Seller in relation to the use by the Buyer of certain assets and services of the Seller and set out in Schedule 8;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

VAT means Value Added Tax or any equivalent tax outside of the United Kingdom;

VATA means the Valued Added Tax Act 1994;

Warranty means the warranties referred to in clause 5 and set out in Schedule 1; and

Warranty Claim means any claim by the Buyer against the Seller that any Warranty is untrue or inaccurate in any respect or is misleading.

1.2 In this Agreement:

1.2.1 any reference to a clause, sub-clause or Schedule is to a clause, sub-clause or schedule of or to this Agreement. References to paragraphs are to paragraphs of the Schedules;

1.2.2 headings are included for convenience only and do not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other genders;

1.2.5 any reference to a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations or trusts;

1.2.6 any reference to a person includes that person's legal personal representatives, successors and assigns;

1.2.7 reference to any professional firm or company includes any firm or company effectively succeeding to the whole, or substantially the whole, of its practice or business;

1.2.8 subsidiary and holding company have the meanings given to them by section 736 Companies Act 1985 and subsidiary undertaking and parent undertaking have the meanings given to them by section 258 Companies Act 1985;

1.2.9 associate has the meaning given to it by section 435 Insolvency Act 1986 and a person is regarded as associated with any person which is an associate of his and with any company of which any director is an associate of his;

1.2.10 all references to a statutory provision shall be construed as including references to:

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

- (b) all statutory instruments or orders made pursuant to a statutory provision; and
- (c) any statutory provisions of which it is a consolidation, re-enactment or modification,

save to the extent that such modification, consolidation or re-enactment imposes any new or extended liability or restriction on a party to this Agreement; and

- 1.2.11 any phrase introduced by the terms "including", "include", "in particular" or any similar expression is illustrative only and does not limit the sense of the words preceding those terms.

2 AGREEMENT TO SELL AND PURCHASE

- 2.1 With effect from the Transfer Date the Seller will sell and the Buyer will purchase the Business as a going concern together with the following assets:

- 2.1.1 the Goodwill;
- 2.1.2 the Fixtures and Fittings;
- 2.1.3 the benefit (subject to the burden) of the Business Contracts;
- 2.1.4 the Business Information;
- 2.1.5 the Book Debts; and
- 2.1.6 all the Seller's rights against third parties including all rights under any of the warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979 relating to any of the Assets and the benefit of all sums to which the Seller is entitled from third parties or insurers in respect of damage to the Assets prior to the Transfer Date, but for the avoidance of doubt, excluding the Excluded Assets and Excluded Liabilities.

- 2.2 The Seller will sell the Business and the Assets with full title guarantee free from all Security Interests.

- 2.3 Title to and beneficial ownership of each of the Assets will pass to the Buyer and assignment of the Goodwill to the Buyer will hereby be effected on Completion.

- 2.4 For the avoidance of doubt, the ownership of, and right to use, the Business Name shall not pass to the Buyer, provided always that, for so long as any member of the Seller's Group is the legal and beneficial owner of the Buyer, it shall be entitled to use the Business Name in connection with and in the ordinary course of the Business.

- 2.5 The Seller shall provide to the Buyer foreign exchange services for so long as any member of the Seller's Group is the legal and beneficial owner of the Buyer, provided always that the Buyer shall reimburse the Seller in full in relation to the substantiated third party costs incurred in provision of such foreign exchange services to the Buyer after the Transfer Date including without limitation in relation to monies exchanged prior to the Transfer Date in

respect of services to be provided in connection with the Business after the Transfer Date. The applicable foreign exchange contracts as at the Transfer Date are attached to schedule 10.

- 2.6 The Buyer hereby undertakes to indemnify and keep the Seller indemnified against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses (including but *not limited to, fines, penalties, surcharges, clean-up costs, legal and other professional fees including VAT and disbursements*) which may be suffered or incurred by the Seller arising directly or indirectly out of or in connection with:

2.6.1 any bond or guarantee issued or otherwise entered into;

2.6.2 other security granted; and/or

2.6.3 the satisfaction by the Seller of any contractual relations,

relating to and/or in connection with the Customer Contracts, including without limitation the Amro Bond, provided the Seller gives prompt notice to the Buyer of any such issue arising and that the Buyer and the Seller mutually cooperate in accordance with clause 11.

- 2.7. The Seller shall indemnify and defend the Buyer and each of its directors, officers and employees (the "Buyer Indemnitees", for each of whom the Buyer acts as agent) against, and hold the Buyer Indemnitees harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable legal fees) incurred by any Buyer Indemnatee to the extent resulting from, or arising out of or in connection with, any breach by the Seller of any covenant, representation or warranty made by the Seller in this Agreement, provided the Buyer Indemnatee gives prompt notice to the Seller of any such issues arising and that the Buyer Indemnatee and Seller mutually cooperate in accordance with clause 11.

- 2.8. The Buyer shall indemnify and defend the Seller and each of its directors, officers and employees (the "Seller Indemnitees", for each of whom the Seller acts as agent) against, and hold the Seller Indemnitees harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable legal fees) incurred by any Seller Indemnatee to the extent resulting from, or arising out of or in connection with, and breach by the Buyer of any covenant, representation or warranty made by the Buyer in this Agreement, provided that the Seller Indemnatee gives prompt notice to the Buyer of any such issues arising and that the Seller Indemnatee and Buyer mutually cooperate in accordance with clause 11.

- 2.9 Notwithstanding any other provision of this Agreement to the contrary, no person making a claim under this Agreement shall be entitled to recover any loss of profits, revenue or contracts, nor any special, indirect or consequential damages in connection with such claim.

- 2.10 The total liability of either party under this Agreement shall not exceed the sum of £50,000 (Fifty Thousand Pounds Sterling)..

3 CONSIDERATION

3.1 The Consideration shall be calculated by reference to a schedule of the assets and liabilities of the Business being transferred pursuant to this Agreement as at the Transfer Date (the Net Assets Schedule) which shall be prepared by the Seller in accordance with UK GAAP and delivered to the Buyer within 10 Business Days of Completion and thereupon appended to Schedule 9 and:

3.1.1 to the extent that the Net Assets Schedule shows that the assets of the Business exceeded its liabilities as at the Transfer Date, the Consideration shall be the allotment and issue by the Buyer to the Seller of one ordinary share of £1.00 in its capital; and

3.1.2 to the extent that the Net Assets Schedule shows that the liabilities of the Business exceeded its assets as at the Transfer Date, the consideration shall be the sum of £1.00,

which shall, in either case, be satisfied or payable (as the case may be) by the Buyer to the Seller in the manner set out in clause 4.4.

4 COMPLETION

4.1 Completion will take place at the offices of the Seller immediately after signature of this Agreement when the Seller will deliver, or procure delivery, to the Buyer of:

4.1.1 all the Assets capable of passing by delivery (and title to those assets will pass by delivery);

4.1.2 all documents of title and certificates in the Seller's possession necessary for the lawful operation and use of, and all service documents pertaining to, the Fixtures and Fittings;

4.1.3 the Business Contracts;

4.1.4 all records required to be kept under the Working Time Regulations 1998; and

4.1.5 a certified copy of the minutes of a meeting of the directors of the Seller authorising the execution by the Seller of this Agreement and of any other documentation that may be necessary arising out of or in connection with this Agreement and appointing the relevant signatory or signatories to sign the same.

4.2 The Buyer may, in its absolute discretion, waive any requirement contained in clause 4.1.

4.3 The Seller and the Buyer will enter into the Transitional Services Agreement within 10 Business Days of Completion.

4.4 Promptly after delivery of the Net Assets Schedule to the Buyer pursuant to clause 3.1, the Buyer shall allot and issue or pay the Seller the Consideration as appropriate and make the accounting entries necessary to properly reflect such transaction.

5 WARRANTIES

- 5.1 The Seller warrants to and with the Buyer that each of the Warranties is true and accurate and accepts that the Buyer is entering into this Agreement in reliance upon each of the Warranties.
- 5.2 Each of the Warranties is separate and independent of other Warranties and undertakings in this Agreement.
- 5.3 The Warranties are subject only to the matters fairly disclosed by the Seller to the Buyer.
- 5.4 The total liability of the Seller in respect of all and any Warranty Claims shall not exceed the sum of £50,000 (Fifty Thousand Pounds Sterling)..

6 THE EMPLOYEES

- 6.1 The parties agree that the provisions of Schedule 2, Part 2 will apply in relation to the Employees.

7 PENSION SCHEME & OTHER EMPLOYEE BENEFITS

- 7.1 The parties agree that the provisions of Schedule 3 will apply in relation to Employees who are members of the Seller's Scheme in relation to similar employee benefits.

8 THE BUSINESS CONTRACTS

- 8.1 With effect from the Transfer Date the Buyer will:
 - 8.1.1 become entitled to the benefit of the Seller under the Business Contracts; and
 - 8.1.2 carry out and perform and complete all the obligations and liabilities created by or arising under the Business Contracts.
- 8.2 Subject to clause 8.3, with effect from the Transfer Date the Seller hereby assigns to the Buyer all the Business Contracts which are capable of assignment without the consent of other parties.
- 8.3 The Seller shall not be obliged to transfer to the Buyer any of the Business Contracts which cannot be assigned to the Buyer without the agreement of or novation by or consent to the assignment from another party, if the same would constitute a breach of such Business Contracts provided always that the Buyer and the Seller shall comply with the provisions of clause 8.1 in respect of such Business Contracts.
- 8.4 In the event that consent or novation is required to the assignment of any of the Business Contracts:
 - 8.4.1 at the Buyer's request and cost the Seller will use all reasonable endeavours with the co-operation of the Buyer to procure such novation or assignment on terms reasonably satisfactory to the Buyer;

8.4.2 unless and until any such Business Contract shall be novated or assigned the Seller will hold such Business Contract on trust for the Buyer and its successors in title absolutely and the Buyer will perform all the obligations of the Seller under such Business Contract as the Seller's sub-contractor (if such sub-contracting is permissible and lawful under the Business Contract in question); and

8.4.3 unless and until any such Business Contract is novated or assigned the Seller will (so far as it lawfully may) give all such assistance to the Buyer as the Buyer may reasonably require to enable the Buyer to enforce its rights under such Business Contract and (without limitation) will provide access to all relevant books, documents and other information in relation to such Business Contract as the Buyer may require from time to time.

8.5 Subject to clause 10.2, if the Seller receives any payment in respect of the Business Contracts on or after the Transfer Date the Seller will hold the same as trustee, record such payment separately in its books and will remit payment to the Buyer for the same within 10 Business Days of receipt.

9 EXCLUDED LIABILITIES

9.1 The Seller remains solely responsible for all the Excluded Liabilities and will:

9.1.1 discharge the Excluded Liabilities promptly; and

9.1.2 fully and effectively indemnify (and keep so indemnified) the Buyer against all losses, damages, costs, actions, proceedings, claims, liabilities, demands and expenses which the Buyer may incur:-

(a) in connection with the Excluded Liabilities; and/or

(b) as a result of the Seller's failure to comply with its obligations under clause 9.1.1.

9.2 The Seller will promptly notify the Buyer of any complaint, claim or dispute or alleged complaint, claim or dispute received by it in respect of any goods or services supplied by it and the Seller will not, without the Buyer's written consent, take any other steps in relation to such complaint, claim or dispute.

9.3 If the Buyer considers that it is desirable in order to protect its legitimate business interests to take preventative action with a view to avoiding such complaint, claim or dispute the Buyer will consult with the Seller with a view to deciding what preventative action may be taken and in the event that the Seller agrees (such agreement not to be unreasonably withheld and/or delayed) the Seller will take, and will bear the cost of, that action.

10 BOOK DEBTS

10.1 The Buyer is entitled, for its own account, to collect the Book Debts. The Seller shall be obliged to notify the relevant debtors that the Book Debts have been transferred and should be paid to the Buyer but for the avoidance of doubt the Seller is under no obligation to collect the Book Debts.

- 10.2 The Seller will (without interest) remit to the Buyer for any payment which it receives after the Transfer Date in respect of the Book Debts within 20 days of the receipt of the same by the Seller.
- 10.3 Any sum received by the Seller in respect of the Business which is not specifically appropriated by the debtor to a particular transaction will be appropriated first to the debts due to the Seller and subsequently to payment of the Book Debts.
- 10.4 All rents, rates, water, electricity charges, salaries, wages, accrued holiday pay and other outgoing costs relating to or payable in respect of the Business up to and including the Transfer Date shall be borne by the Seller and as from the Transfer Date shall be borne by the Buyer and all rents, royalties and other periodical payments receivable in respect of the Business up to the Transfer Date shall belong to and be payable to the Seller and as from the Transfer Date shall belong to and be payable to the Buyer.

11 OBLIGATIONS OF THE SELLER AFTER COMPLETION

- 11.1 The Seller will give to the Buyer reasonable access to the books, accounts, records and returns of the Seller relating to or in connection with the Business as the Buyer may require (including the right to take copies and extracts on reasonable advance notice) and will keep them in good order.
- 11.2 On and at any time after Completion the Seller will give or procure to be given to the Buyer all such information and other assistance (including, without limitation, particulars of customers, suppliers and others who have dealt with the Seller in connection with the Business) as the Buyer may reasonably require for the conduct of the Business and for the purpose of implementing the provisions of this Agreement.
- 11.3 Notwithstanding any provision of this Agreement to the contrary, if any of the Assets are not transferable without the consent, approval or waiver of any third party, or if any transfer of, or agreement to transfer, any of the Assets would constitute a breach of any agreement, instrument or other obligation of the Seller or any violation of law applicable to the Seller or the Assets, then nothing in this Agreement will constitute a transfer of, or an agreement to transfer, such Asset until such consent, approval or waiver has been obtained. Immediately following the Transfer Date, the Seller shall notify any such person or entity whose consent, approval or waiver is required about the transactions contemplated hereby and the need for such consent, approval or waiver and shall use reasonable commercial efforts to obtain such consent. To the extent that any such consent, approval or waiver has not been obtained within 20 Business Days of the Transfer Date, the Buyer shall use its reasonable commercial efforts to obtain such consent, approval or waiver at its own expense as promptly as practicable after the date thereof and each party will cooperate with the other party, in any reasonable back-to-back arrangements, in order to:
- 11.3.1 provide for the Buyer the benefits intended to be transferred or assigned hereunder (unless a third party to a contract, lease or other agreement rightfully terminates or cancels such contract, lease, or agreement), including, without limitation, the enforcement for the benefit of the Buyer and at the Buyer's expense of any and all rights of the Seller against a third party arising from such contract, lease or agreement; and

- 11.3.2 provide for the Seller a summary of all products and services provided by the Business to enable the Seller to comply with its obligations under such contract, lease or agreement in favour of any third party to such contract, lease or agreement.
- 11.4 Following the Transfer Date, each party hereto will reasonably co-operate with the other party in the defence or prosecution of any litigation or proceeding (or order or settlement in connection therewith) instituted on or prior to the Transfer Date or which may be instituted after the Transfer Date against or by any party hereto, relating to or arising out of the Business. The party requesting co-operation under this clause 11.4 shall pay the out-of-pocket expenses of the party providing such co-operation and of its employees and agents reasonably incurred in connection with providing such co-operation.
- 11.5 Each party shall co-operate fully and at its own expense, as and to the extent reasonably requested by the other party, in connection with any audit, investigation or other proceeding with respect to taxes. Such co-operation shall include, (A) the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, investigation or other proceeding, and (B) making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.
- 11.6 The Buyer and the Seller shall each maintain the books and records pertaining to the Business that each has retained for such period of time as may be required by law. Each party and their respective employees shall, on reasonable notice, be entitled to access such books and records of the other party and such other party shall co-operate in granting such access.
- 11.7 Each of the Seller and the Buyer shall co-operate with the other party to supply such information relating to the Business or the Assets as such other party may reasonably request from time to time and shall execute and deliver such further instruments and documents as such other party may reasonably request from time to time for the purpose of effecting, evidencing or giving notice of the transactions contemplated by this Agreement.
- 11.8 Except as otherwise expressly provided herein, neither the Seller nor the Buyer is making any representation or warranty in connection with this Agreement.
- 11.9 The parties will co-operate jointly and use their reasonable efforts to release the Seller from all of its obligations and liabilities under the bonds, standby letters of credit and bank guarantees relating to the Business including without limitation the Amro Bond.

12 CONFIDENTIALITY

- 12.1 The Seller undertakes and will procure that each member of the Seller's Group will undertake to keep confidential and not at any time to disclose or make known to anyone whatsoever or use for their own or any other person's benefit all Business Information.
- 12.2 The obligations imposed by the provisions of clause 12.1 shall not apply to the extent that the Business Information in question:

- 12.2.1 is or comes into the public domain without fault on the part of the party to whom the same was disclosed, or to whose attention the same has come;
- 12.2.2 was already known to the relevant party at the time the same was disclosed to it or came to its attention; or
- 12.2.3 has been lawfully disclosed to the relevant party by a third party.

13 VALUE ADDED TAX

- 13.1 All amounts expressed in this Agreement as being payable by the Buyer are expressed exclusive of any VAT which may be chargeable and the Buyer will pay to the Seller in addition to such amounts an amount equal to any VAT for which the Seller is liable to account to HM Revenue and Customs in respect of any supply made by it to the Buyer under or in connection with this Agreement.
- 13.2 The parties intend that section 49 VATA and paragraph 5 of the Special Provisions Order will apply to the transfer of the Business and the Seller and the Buyer will each use its reasonable endeavours to secure that pursuant to the provisions referred to above the sale of the Business is treated as neither a supply of goods nor a supply of services for the purposes of VAT but as the transfer of a business as a going concern, but nothing in this clause 13.2 shall require the Seller to appeal or request any review of any determination made by HM Revenue and Customs that section 49 VATA and paragraph 5 of the Special Provisions Order do not apply in whole or in part to the transfer of the Business.
- 13.3 If HM Revenue and Customs do not agree that the sale of the Business pursuant to this Agreement falls within section 49 VATA and paragraph 5 of the Special Provisions Order the Seller shall issue to the Buyer a valid VAT invoice in respect of the sale of the Business. The Buyer shall forthwith on receipt of such invoice pay to the Seller the VAT charged on the sale of the Business in addition to the Consideration.
- 13.4 The Seller and the Buyer shall give to HM Revenue and Customs such notice of the sale and purchase of the Assets pursuant to this Agreement as may be required by paragraph 11 of Schedule 1 VATA or as may otherwise be required by law.
- 13.5 The Seller shall as soon as reasonably practicable after the execution of this Agreement request a direction from HM Revenue and Customs under section 49(1)(b) VATA that from and after Completion the Seller shall retain and preserve all records relating to the Business which are required to be preserved by paragraph 6 of Schedule 11 VATA. If HM Revenue and Customs gives such a direction, the Seller undertakes to preserve such records for such periods as may be required by law and to allow the Buyer and its agents access to, and to take copies of, such records on reasonable notice during normal business hours.

14 ANNOUNCEMENTS AND PUBLICITY

- 14.1 No announcement or circular or other publicity in connection with the subject matter of this Agreement (other than as permitted by this Agreement) will be made by or on behalf of the Seller or the Buyer without the approval of the other as to its content, form and manner of publication (such approval not to be unreasonably withheld or delayed) save that any announcement, circular or other publicity required to be made or issued by the Seller or the

Buyer pursuant to any legal or regulatory authority may be made or issued by the Seller or the Buyer without such approval. The parties will consult together upon the form of any such announcement, circular or other publicity.

15 NOTICES

15.1 Any notice or other communication required to be given under this Agreement must be in writing signed by (or by some person duly authorised by) the party giving it and may be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax to the address of the relevant party set out in clause 15.2 (or as otherwise notified by that party in accordance with this clause 15). Any notice so served shall be deemed to have been received:

15.1.1 if delivered personally, at the time of delivery;

15.1.2 in the case of a notice sent by pre-paid recorded delivery or registered post, at the time of delivery; or

15.1.3 in the case of a notice sent by fax, if the notice was sent during the business hours of the addressee then on the day of transmission, and otherwise on the next following Business Day.

For the purposes of this clause **business hours** means the hours of 9.00 a.m. to 5.30 p.m. local time in the country of the addressee.

15.2 The addresses for service of notice or other communication are:

Alcatel Telecom Limited, Christchurch Way, Greenwich, London SE10 0AG, for the attention of the Company Secretary; or

Alcatel Transport Solutions UK Limited, Christchurch Way, Greenwich, London SE10 0AG, for the attention of the General Manager.

15.3 In proving service:

15.3.1 by delivery by hand it will be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

15.3.2 by post it will be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause 15; or

15.3.3 by fax it will be necessary only to produce a transmission report showing full and correct transmission.

15.4 For the avoidance of doubt, any notice or communication given under this Agreement will not be validly served if sent by email.

16 SUCCESSORS, ASSIGNS AND THIRD PARTIES

16.1 This Agreement will be binding upon and enure for the benefit of each party's successors and shall be assignable by the Buyer to the extent that the rights and benefits under this Agreement shall enure for the benefit of the Buyer's assigns. Save as aforesaid this Agreement will not be assignable.

16.2 The parties agree that (save where may be expressly stated otherwise in this Agreement) for the purposes of the Contracts (Rights of Third Parties) Act 1999 they do not intend any person other than a party to this Agreement to be able to enforce any term of this Agreement.

17 VARIATION

17.1 No variation of this Agreement will be valid unless made in writing and signed by or on behalf of each of the parties.

18 WAIVER

18.1 Any waiver of any provision of this Agreement must be in writing and signed by or on behalf of each of the parties. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18.2 Any waiver by either party of a breach of any provision of this Agreement will not be a waiver of any subsequent breach of the same or any other provision.

19 EXPENSES

19.1 The Seller shall pay all expenses incurred in authorising, preparing, executing and performing this Agreement and the transactions contemplated hereunder, regardless of whether Completion occurs including, without limitation, all fees and expenses of legal counsel, investment bankers, actuaries, brokers, appraisers, accountants or other representatives or consultants.

20 SEVERANCE

20.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

21 FURTHER ASSURANCE

21.1 The Seller will do, execute and perform and will procure to be done, executed and performed all such further acts, deeds, documents and things as the Buyer may reasonably require from time to time effectively to vest the beneficial ownership of the Assets in the Buyer or as it directs free from all liens, charges, options, encumbrances or adverse rights or interests of any kind and otherwise to give to the Buyer the full benefit of this Agreement.

22 ENTIRE AGREEMENT

22.1 This Agreement, the Transitional Services Agreement and all agreements entered, or to be entered into, pursuant to the terms of this Agreement or entered into between the Seller and the Buyer in writing and expressly referring to this Agreement:

22.1.1 together constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and

22.1.2 (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

22.2 Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by either of them in relation to the subject matter hereof, save those expressly set out in this Agreement and other documents referred to in clause 22.1, and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement (and the documents executed at the same time as it or referred to in it) save to the extent that they arise out of the fraud, fraudulent misrepresentation or fraudulent concealment of any party.

23 COUNTERPARTS

23.1 This Agreement may be entered into in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same agreement.

24 APPLICABLE LAW AND JURISDICTION

24.1 English law governs this Agreement. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising out of or in connection with this Agreement.

25 POST-COMPLETION EFFECT

25.1 This Agreement shall remain in full force and effect after and notwithstanding Completion in respect of all obligations, agreements, covenants, undertakings or conditions contained in or implied by this Agreement which have not been done, observed or performed at or prior to Completion and all warranties, representations and indemnities contained in or implied by this Agreement (including the warranties set out in Schedule 1) shall continue in full force and effect after and notwithstanding Completion and the parties may take action for any breach of non-fulfilment of any of them after Completion.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

Warranties

1 THE SELLER

- 1.1 The Seller is a company duly incorporated and validly existing under English Law, is entitled to enter into and carry out the provisions of this Agreement and has full power and authority to sell the Business and the Assets to the Buyer pursuant to its memorandum and articles of association.

Schedule 2

Part 1

The Employees

First name	Last name	Employee Subgroup	Count
Emma	Davey	Permanent Employee	1
Andrew	Dalgleish	Permanent Employee	1
Barry	Hardy	Permanent Employee	1
Brian	Macy	Permanent Employee	1
Biba	Osborne	Permanent Employee	1
Christopher	Fairman	Permanent Employee	1
Antony	Smith	Permanent Employee	1
John	Mills	Permanent Employee	1
Julian	Rimer	Permanent Employee	1
Simon	Jones	Permanent Employee	1
Jeremy	Hooper	Permanent Employee	1
Andre	Steenkamp	Permanent Employee	1
Ali	Hashemi	Permanent Employee	1
Chandravikash	Mohith	Permanent Employee	1
Ian	Streeter	Permanent Employee	1
Timothy	Brockbank	Permanent Employee	1
Jamie	Carson	Permanent Employee	1
David	Swain	Permanent Employee	1
Thomas	Godfrey	Permanent Employee	1
John	Haile	Permanent Employee	1
Sheila	Britton	Permanent Employee	1
Al-had	Rashid	Permanent Employee	1
Samuel	Jacques	Permanent Employee	1
Paul	Nelson	Permanent Employee	1
Alan	Clark	Permanent Employee	1
Steven	Waine	Permanent Employee	1
Tolga	Yusuf	Permanent Employee	1
Ryan	Difford	Permanent Employee	1
Wendy	Gibson	Permanent Employee	1
Omid	Fattahian	Permanent Employee	1
Stephen	Hinds	Permanent Employee	1
John	Currens	Permanent Employee	1
Gary	Rogers	Permanent Employee	1
Abhijit	Vaidya	Permanent Employee	1
Mark	Townsend	Permanent Employee	1
George	Lau	Permanent Employee	1
Walter	Mukuzwazwi	Permanent Employee	1
William	Kiely	Permanent Employee	1
Melanie	Collins	Permanent Employee	1
David	Mickleburgh	Permanent Employee	1
Adewale	Babalola	Permanent Employee	1
Daniel	Quant	Permanent Employee	1
Stephen	Godwin	Permanent Employee	1
Andrew	Jackson	Permanent Employee	1
Peter	Salt	Permanent Employee	1
David	Kenyon	Permanent Employee	1
Mohammad Fuad Bin Ab	Rahman	Permanent Employee	1
Susan	Parker	Permanent Employee	1

David	Preston	Permanent Employee	1
Andrew	Eastham	Permanent Employee	1
Roy	Murray	Permanent Employee	1
Graham	Mudie	Permanent Employee	1
David	McBride	Permanent Employee	1
Jonathan	MacGregor	Permanent Employee	1
Peter	Knight	Permanent Employee	1
Matthew	Rea	Permanent Employee	1
Michael	Campion	Permanent Employee	1
John	Bonshor	Permanent Employee	1
Paul	Carter	Permanent Employee	1
Richard	Brown	Permanent Employee	1
Archibald	Buchanan	Permanent Employee	1
Sarah	Tolley	Permanent Employee	1
Thomas	Garrity	Permanent Employee	1
Andrew	Brooker	Permanent Employee	1
Neil	Smith	Permanent Employee	1
Carole	Ballard	Permanent Employee	1
Patrick	Young	Permanent Employee	1
Andrew	Billington	Permanent Employee	1
Ajai	Menon	Permanent Employee	1
Christopher	Barclay	Permanent Employee	1
Alan	Ogden	Permanent Employee	1
Philip	Comber	Permanent Employee	1
Hok Sam	Man	Permanent Employee	1
David	Jewiss	Permanent Employee	1
Yiu	Lee	Permanent Employee	1
Delmar	Weale	Permanent Employee	1
Thomas	Ray	Permanent Employee	1
Adenike	Ozoh	Permanent Employee	1
Mangesh	Kode	Permanent Employee	1
Michael	Hawkins	Permanent Employee	1
Michelle	Garvey	Permanent Employee	1
Stephen	Passingham	Permanent Employee	1
Devon	Symister	Permanent Employee	1
Asim	Shabbir	Permanent Employee	1
Paul	Wardman	Permanent Employee	1
Jason	Malschuk	Permanent Employee	1
Manjit	Kumar	Permanent Employee	1
Lee	Reeve	Permanent Employee	1
Ian	Williams	Permanent Employee	1
David	Bence	Permanent Employee	1
Lucyanna	Rice	Permanent Employee	1
Philip	Egan	Permanent Employee	1
Kellie	Judd	Permanent Employee	1
Manji	Kara	Permanent Employee	1
Robert	Faux	Permanent Employee	1
Marek	Werenowski	Permanent Employee	1
Olga	Yateh	Permanent Employee	1

Daniel	Boizard	Permanent Employee	1
Philip	Burton	Permanent Employee	1
Dean	Ford	Permanent Employee	1
Josim	Ahmed	Permanent Employee	1
Robert	Le Lievre	Permanent Employee	1
Julia	Gooding	Permanent Employee	1
Behdjet	Djandash	Permanent Employee	1
Silvester	Baptista	Permanent Employee	1
Anthony	Linnell	Permanent Employee	1
Carole	Newton	Permanent Employee	1
Albert	Love	Permanent Employee	1
Richard	Rush	Permanent Employee	1
Paramasewari	Menon	Permanent Employee	1
Ulupi	Patel	Permanent Employee	1
Paul	Willson	Permanent Employee	1
Stephen	Carroll	Permanent Employee	1
Neil	Morris	Permanent Employee	1
Asa	Wheeler	Permanent Employee	1
Alan	James	Permanent Employee	1
Kate	Ford	Permanent Employee	1

First name	Last name	Employee	Subgroup	Count
Mark	Haliny	Assignee In		1
Norman	Speake	Assignee In		1
Bill	Moore	Assignee In		1
				3

Part 2
Provisions relating to Employees

1 PROVISIONS RELATING TO EMPLOYEES

- 1.1 The parties acknowledge and agree that, irrespective of any determination by a court of competent jurisdiction to the contrary, the sale and purchase pursuant to this Agreement will constitute a relevant transfer for the purposes of TUPE and accordingly that it will not operate so as to terminate any of the contracts of employment of the Employees and such contracts shall be transferred to the Buyer pursuant to TUPE with effect from the Transfer Date which shall be the time of transfer under TUPE.
- 1.2 Without prejudice to the other provisions of this Schedule, the Seller shall, at its own expense, give the Buyer such assistance as the Buyer may reasonably require to contest any claim by any person employed in the Business at or prior to Completion resulting from or in connection with this Agreement.
- 1.3 The Buyer shall:
- 3.1 perform and observe all the employer's obligations, whether under the contract of employment or otherwise, arising out of or in connection with any Employee's *employment including, without limitation, payment for wages or salaries, accrued holiday pay, sick pay, maternity pay, liability to tax, accrued bonuses or commissions and other periodic payments for any period after the Transfer Date;*
 - 3.2 perform and observe all the transferee's obligations arising under Regulation 13 of TUPE, *including but not limited to providing the Seller with such information as it requests in order to allow it to perform its own obligations under Regulation 13(2) and Regulation 13(3); and*
 - 3.3 indemnify and keep the Seller indemnified against all liabilities, losses, charges, costs, claims demands and expenses which the Seller may suffer or incur arising out of or in connection with any failure by the Buyer to comply with its obligations under paragraphs 3.1 and 3.2 or any claim or other legal recourse by an Employee for compensation for loss of office, redundancy, unfair dismissal, breach of contract, in tort or otherwise in respect of or arising out of his or her being or ceasing to be an Employee after the Transfer Date.

Part 3

Consultants

First name	Last name	Employee	Count
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Michael	Fish	Consultant	1
Peter	Grey	Consultant	1
Thomas	Horsfield	Consultant	1
Bob	Jacobs	Consultant	1
Leif	Windle	Consultant	1
			5

Schedule 3
Pension and other employee benefit provisions

1 INTERPRETATION

Employee Members means those Employees who are active members of the Scheme at the time their employment transfers to the Buyer;

Principal Employer means the company named as Principal Employer in the governing documents of the Scheme for the time being;

Scheme means the Alcatel Pension Scheme set up by a Trust Deed dated 1 December 1980;

Transitional Period means the period beginning when the Buyer first employs one or more of the Employee Members and ending when the Buyer ceases to be a subsidiary of the Seller or when the last Employee Member leaves the service of the Buyer or such earlier date as the Seller shall specify in writing; and

Trustees means the Trustees or Trustee of the Scheme for the time being.

2 TRANSITIONAL PERIOD

2.1 The Seller shall use its best endeavours to procure (subject to the agreement of the Trustees and completion of such deed of adherence as the Trust Deed and Rules of the Scheme require) the inclusion of the Buyer as a participating employer in the Scheme during the Transitional Period in respect of the Employee Members.

2.2 During the Transitional Period, the Seller shall use its best endeavours to procure that the Buyer shall:

2.2.1 pay or procure to be paid to the Trustees contributions at the rates which shall be defined from time to time in the Schedule of Contributions (as amended by the Trustees and the Principal Employer at any time), and it will comply in all respects with the provisions of the Scheme and overriding legislation, including existing agreements between the Trustees and employers concerning the provision and timeliness of information;

2.2.2 in addition to the contributions in paragraph 2.2.1 above pay or procure to be paid to the Trustees £100 per Employee Member per month on account of the administrative costs and expenses of the Scheme attributable to the Employee Members;

2.2.3 not do or omit to do any act or thing whereby the Scheme's status as a registered pension scheme and contracted-out scheme would or might be prejudiced;

2.2.4 not increase the Pensionable Earnings of any Employee Member to or above an amount which exceeds such Employee Member's Pensionable Earnings at the point of transfer to the Buyer by more than 3.00 per cent except with the prior approval of the Seller and on such terms as to payment of additional contributions to the Scheme as the Trustees or the Seller may require; and

- 2.2.5 not exercise any right, power or discretion conferred on the Buyer by the Scheme which *could have the effect of increasing the amount or value of benefits payable to Employee Members except on such terms (whether as to payment of additional contributions to the Scheme or otherwise) as the Trustees or the Seller may require.*
- 2.3 The Seller shall procure that during the Transitional Period any alteration which shall be made in the basis of contributions payable to or to the benefits payable from the Scheme shall not apply to the Buyer or to any of the Employee Members without the prior written consent of the Buyer *unless such alteration is required by law or so that the Scheme remains contracted-out or so that the registered pension scheme status of the Scheme is not prejudiced.*
- 2.4 The Seller shall use its best endeavours to procure that while the Employee Members are members of the Scheme their employment shall be contracted-out employment (within the meaning of Section 8 of the Pension Schemes Act 1993) by reference to the Scheme.
- 2.5 On termination of the Transitional Period, the Buyer shall cease to be a participating employer in the Scheme and the Employee Members who are active members of the Scheme immediately prior to the end of the Transitional Period shall cease to be active members.

3 GROUP LIFE INSURANCE, INCLUDING DEPENDANT'S BENEFITS

- 3.1 The Seller will procure that each of those Employees currently covered by the Seller's Group Life insurance policies, currently underwritten by Societe Generale, will continue to be covered following the transfer of their employment to the Buyer until the earliest of:
- 3.1.1 the date the Seller ceases to be a shareholder in the Buyer; or
- 3.1.2 the date on which the Employee leaves the employment of the Buyer.
- 3.2 The Seller will procure that the Buyer shall accept such recharge of premium payments as may be required.

4 INCOME PROTECTION (LONG TERM DISABILITY)

- 4.1 The Seller will procure that each of those Employees currently covered by the Seller's Income Protection policies, currently underwritten by Societe Generale, will continue to be covered following the transfer of their employment to the Buyer, until the earliest of:
- 4.1.1 the date the Seller ceases to be a shareholder in the Buyer; or
- 4.1.2 the date on which the Employee leaves the employment of the Buyer.

5 GENERAL

- 5.1 The Buyer undertakes to provide the Trustees (or their agents) with any information that may be from time to time required to carry out the function of the operation of a pension scheme, including information about Employees who are not members of the Scheme but may have benefits under the Group Insurance plans mentioned above.

- 5.2 The Buyer will be charged for all costs related to its participation and/or cessation of participation in the Scheme during the Transitional Period, including, but not limited to contributions, taxes, administration fees, actuarial reporting, specific filings, audit fees, and management fees.

Schedule 4

Part 1 The Excluded Assets

- 1 Subject to clause 2.4, the Business Name.
- 2 The statutory books of the Seller.
- 3 Cash at bank and in hand.
- 4 All servers and other electronic storage facilities used in connection with the Business.
- 5 MARS.
- 6 DMS.
- 7 Global Expenses.
- 8 Flex.
- 9 File print services.
- 10 Mobile phones.
- 11 Microsoft Project.
- 12 Microsoft Visio.
- 13 Adobe Acrobat writer.
- 14 Microsoft Access.
- 15 All LAN and WAN connections to the Alcatel Global Network used in connection with the Business whether by the Seller or otherwise.
- 16 Internet access via the central proxy server in France.
- 17 Security policies.
- 18 CDMS.
- 19 Doors software.
- 20 DDTS.
- 21 Lotus Notes.
- 22 ICT Layer 1.

- 23 Microsoft Office.
- 24 TMSD.
- 25 Causeway.
- 26 ADSL lines connecting Neasden and Highgate.
- 27 The Intellectual Property.
- 28 ISO9001 and OHSAS Certificates, BVQ I number 21253.
- 29 Data Protection registration.
- 30 Insurance policies.
- 31 All desks and office equipment.

Part 2
The Excluded Liabilities

- 1 Other than the Creditors, any liabilities, obligations, outgoings, encumbrances, undertakings, debts, actions, proceedings, costs, damages, claims or demands relating to the Business or the Assets attributable to the period up to and including the Transfer Date or arising by virtue of this Agreement including (but not limited to) Intellectual Property and any and all liabilities in respect of:
- 1.1. National Insurance;
 - 1.2. PAYE;
 - 1.3. VAT;
 - 1.4. other Taxation attributable to the Seller in respect of the Business, the Assets or the Employees;
 - 1.5. all bank and other overdrafts and loans owing by the Seller;
 - 1.6. acts or omissions by the Seller on or before the Transfer Date including (without limitation):
 - 1.1.1. claims by any person in connection with any goods or services supplied by the Seller on or before the Transfer Date; and
 - 1.1.2. claims by any person in connection with the Business Contracts;
 - 1.2. any other liability or obligation of the Seller which is not expressly assumed by the Buyer under this Agreement, provided always that the Buyer shall be liable for all liabilities, obligations, outgoings, encumbrances, undertakings, debts, actions, proceedings, costs, damages, claims or demands relating to the Business or the Assets incurred prior to the Transfer Date in relation to services supplied and/or matters arising after the Transfer Date.

Part 3
The Excluded Book Debts

None

Schedule 5
The Customer Contracts

Lists of:

1. Customer Contracts.
2. Customer Open Orders.

CONTRACTS

Category	Full Name of end customer	Full Name of contracting party	Agreement Number	Date signed	Contract Price millions (€ and local currency)
CUSTOMER CONTRACTS (TSD - specify unit/country) Rail: JNUP TBTC					£1 = €1.46184
	London Underground Limited	Tube Lines Limited	JNUP-A-000-P- CON-00003	01 October 2003. Subsequently modified by Supplemental Agreement #1 dated 08 Dec 2003 and Supplemental Agreement #2 dated 09 May 2005.	£294m GBP (€429.7m)
Rail: Edinburgh - Waverley	Network Rail	Westinghouse Rail Systems Limited (WRSL)	Project No. WS4073; Purchase Order No. G/E13234	Confirmation by WRSL letter dated 04 May 2006	£0.1m GBP (€146k)
Rail: LPS Professional Services (Maintenance)	Network Rail	Network Rail	Contract Ref: NR-HQ-NST-TS-Alcatel-07. Purchase Order/BMIS No. 315914.	04-Apr-06	£0.2m GBP per annum (€292k)

Category	Full Name of end customer	Full Name of contracting party	Agreement Number	Date signed	Contract Price millions (£ and local currency)
Rail: Chiltern ATP Obsolescence Remit	Network Rail	Network Rail	Purchase Order/BMIS No. 303609 (as part of Commission Award Letter dated 4 April 2006)	Acceptance by Alcatel signed off on 5 April 2006	£0.1m GBP (€146k)

Sum of Net value after billing	as at 09/11/06	£
Name 1	Customer Purchase order number	Total
ALCATEL CANADA INC. AUTOMATION	P16086	10,179
	P16827	1,069,428
	P18460	2,680
ALCATEL CANADA INC. AUTOMATION Total		1,082,288
Carillion Construction Ltd	10200015768/1	3,676
Carillion Construction Ltd Total		3,676
Carillion Construction Ltd t/a	10200016571/0	21,282
Carillion Construction Ltd t/a Total		21,282
Chiltern Railways	AT000222	437
	AT000282	227
	AT000283	870
	AT000286	145
	AT000287	459
	AT000288	459
	AT000290	459
	AT000291	489
	AT000292	301
	AT000293	472
	AT000294	514
	AT000295	840
	AT000301	472
	AT000302	459
	AT000304	459
	AT000310	459
	AT000315	472
	AT000316	459
	AT000317	145
	AT000318	145
	AT000320	870
	AT000322	459
	AT000323	301
	AT000324	459
	AT000325	514
	AT000327	840
	AT000333	514
Chiltern Railways Total		12,698
Exel PLC	D000513	663
	D000514	5,524
	E017262	309
	E021144	1,707
	E021329	671
Exel PLC Total		8,874
First Engineering Ltd	15544	4,629
First Engineering Ltd Total		4,629
Jarvis Plc	Quotation Ref 2006042	7,160
	RAIL0621501	525

	RAIL0660169	2,079
Jarvis Plc Total		9,764
Network Rail Infrastructure Ltd	180206	23,745
	206175	10,036
	235161	0
	291504	205
	303609	137,277
	310101	3,975
Network Rail Infrastructure Ltd Total		175,239
Network Rail Infrastructure Ltd	315914	184,500
Network Rail Infrastructure Ltd Total		184,500
Tube Lines Ltd	JNUP-A-000-P-CON-00003	224,590,431
Tube Lines Ltd Total		224,590,431
Tyne & Wear Passenger Transport	14755	9,961
Tyne & Wear Passenger Transport Total		9,961
Unipart Rail Logistics Ltd	7100066743	5,780
	7100068114	2,890
	7100069195	6,753
	7100069426	1,927
	7100070091	1,927
Unipart Rail Logistics Ltd Total		19,277
WESTINGHOUSE RAIL SYSTEMS LIMITED	B/E18030	37,868
	C/E14971	1,178,393
	C/E21037	1,948,971
	C/E24744	3,900
	C/E24765	7,400
	C/E24766	7,400
	G/E13234	78,576
	G/E20974	28,467
WESTINGHOUSE RAIL SYSTEMS LIMITED Total		3,290,976
Grand Total		229,413,594

Schedule 6

Part 1

The Supplier Contracts

1. All open purchase orders under the following profit centres listed in Sellers accounting system as at Transfer Date:

A019800
A001100
A001200
A046200
A019900
A020000

The specific purchase orders will be agreed and listed in an additional attachment to this schedule following the Transfer Date.

2. Contracts listed in the attachment to this schedule.

DUE DILIGENCE
SUPPLY CONTRACTS

Category	Full Name of project (end customer)	Name of customer	Agreement Number	Date signed	Contract Price millions (Euros and local currency)
SUPPLIER/ VENDOR with TSD -specify Unit/country)					£1 = €1,46184
Samsung Electronics Hainan Fibre Optics Co. Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1217	14-Apr-06	Framework Agreement - Estimated Value = £715k (€1,045m)
AEI Cables Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1266	Not signed yet	Framework Agreement - Estimated Value = £155k (€227k)
Brand-Rex Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1275	Not signed yet	Framework Agreement - Estimated Value = £345k (€504k)
Nexans UK Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1274	Not signed yet	Framework Agreement - Estimated Value = £520k (€760k)

DUE DILIGENCE
SUPPLY CONTRACTS

Category	Full Name of project (end customer)	Name of customer	Agreement Number	Date signed	Contract Price millions (Euros and local currency)
Chloride Power Protection	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/06/1301	Not signed yet	Framework Agreement - Estimated Value = €685k (€1,001m)
Mainframe Communications Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1273	Not signed yet	Framework Agreement - Estimated Value = £142k (€208k)
Ankier Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1279	Not signed yet	Framework Agreement - Estimated Value = £75k (€109k)
Ankier Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1279		

DUE DILIGENCE
SUPPLY CONTRACTS

Category	Full Name of project (end customer)	Name of customer	Agreement Number	Date signed	Contract Price millions (Euros and local currency)
Human Engineering Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1281	22-Dec-05	£95k (£139k)
Human Engineering Ltd	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/05/1281		
LPA Channel Electric	Jubilee & Northern Lines Upgrade project (for Tube Lines)	Tube Lines	ATL/06/1310	Not signed yet	£834k (£1,219m)
Mouchel Parkman Metro	Jubilee & Northern Lines Upgrade project (for Tube Lines Limited)	Tube Lines Limited	JNUP-A-000-P-CON-0003	1st October 03	£52,009,132 (€ 76,029,029)
Alcatel Canada Inc	Jubilee and Northern Line Upgrade Train Control System Subcontract	Tube Lines Limited	None	27-Oct-03	£124,000,000

PO doc number	docu ment item	PO Delivery Date	PO Item Description	Vendor	Vendor Name	Particulars/Current	PO Net Value in DC	PO quantity	OPEN	Qty deli	Inv rec (Value)	No. Inv	Open Qty at close 24/11	Open Inv value at close 24/11	Open inv no. close 24/11
4300010452	20	01/01/2005	Engineering Support	5029812	DAVID PATTANJAN	GBP	£ 5,225.00	190 PC	180.00	10	0	0	180.00	5,225.00	180.00
4300010582	10	01/01/2005	EST-SUB CONTRACT ENGINEERING services	5029821	DAVID PATTANJAN	GBP	£ 24,500.00	500 PC	38.00	461.5	22576.75	460.75	38.50	1,923.25	39.25
4300010886	10	01/01/2005	COMMERCIAL SUPPORT FOR RUP BY TAN NISH	5029822	DAVID PATTANJAN	GBP	£ 12,500.00	500 PC	114.00	385.75	9587.5	383.5	114.25	2,912.50	116.50
4300010979	10	01/01/2005	EST-SUB CONTRACT ENGINEERING services	5029823	DAVID PATTANJAN	GBP	£ 588.00	12 PC	3.00	9	588	12	3.00	0.00	0.00
4300011068	20	01/01/2005	EST-SUB CONTRACT CABLE primer	5029824	ALCATEL CANADA INC.	CAD	257,469,440.00 CAD	257,469,440 PC	172,797,397.00	8713299.56	88026357.22	88026357.22	170337345.44	109,443,082.78	169,443,083
4300011719	10	01/01/2005	EST-SUB CONTRACT FOR RUP	5029825	MICHAEL A FISH	GBP	£ 6,000.00	150 PC	64.00	86	3140	86	64.00	2,560.00	64.00
4300012273	10	30/06/2005	EST-WHOLE SALES	5029826	WHOLE CONSULTANCY SERVICES LTD	GBP	£ 60,000.00	120 PC	17.00	103	60000	120	17.00	0.00	0.00
4300013665	20	30/06/2005	ENGINEERING SUPPORT - OND PATTANJAN	5029827	OND PATTANJAN	GBP	£ 517.28	17 PC	1.00	16	0	16.5	0.50	0.00	0.00
4300015894	20	30/06/2005	Net Sales Services on RUP	5029828	ASCOTE LTD	GBP	£ 1,000.00	1,000 PC	562.09	438	438	438	562.09	562.00	562.00
4300017748	40	24/04/2006	John Sully's Planning services on RUP	5029829	PEPRA GROUP LTD	GBP	£ 8,800.00	20 PC	11.00	9	2700	5	11.00	6,600.00	15.00
4300020979	10	30/06/2006	Single Payment Material for Manufacture	5043915	BRAND-REX LIMITED	GBP	£ 4,200.00	4,200 PC	4,200.00	0	0	0	4,200.00	4,200.00	4,200.00
4500084978	10	01/07/2005	22004003 LOOP CABLE 20M x 1 in CABLE 2.5.5	5029832	481 CABLES LIMITED	GBP	£ 3,000.00	6,000 PC	27.00	5973	2986.5	5973	27.00	1.00	1.00
4500113921	20	24/04/2005	100077 MAGNA SAFETY BOOTS	5029834	GREENHAM TRADING LTD	GBP	£ 219.80	2 PC	1.00	1	541.95	1	1.00	164.85	1.00
4500113921	20	24/04/2005	100077 MAGNA SAFETY BOOTS	5029840	GREENHAM TRADING LTD	GBP	£ 219.80	2 PC	1.00	1	541.95	1	1.00	164.85	1.00
4500113921	30	24/04/2005	740131 VEGEADRY LAMP	5029848	GREENHAM TRADING LTD	GBP	£ 91.80	6 PC	3.00	3	22.95	3	3.00	68.85	3.00
4500113921	30	24/04/2005	740131 VEGEADRY LAMP	5029848	GREENHAM TRADING LTD	GBP	£ 91.80	6 PC	3.00	3	22.95	3	3.00	68.85	3.00
4500124598	10	30/09/2005	057 ENI PH12-12watt part 100844-FX	5029848	ALCATEL BUSINESS SYSTEMS SA	USD	£ 12,773.76	6 PC	6.00	0	12774.45	6	6.00	-0.69	0.00
4500139162	10	15/04/2006	LN0934-PROTOTYPE REM SECURE INDUCT UNIT	5045324	ALCATEL BUSINESS SYSTEMS SA	GBP	£ 8,377.00	1 PC	1.00	0	0	0	1.00	8,377.00	1.00
4500142288	20	28/02/2006	5040427-SUB-C10 Inductive Loop Cable	5043915	BRAND-REX LIMITED	GBP	£ 802.00	1 KM	1.00	0	0	0	1.00	802.00	1.00
4500142290	10	12/12/2005	22004003/004-C10-INDUCTIVE LOOP CABLE	5043915	BRAND-REX LIMITED	GBP	£ 102,400.00	200 KM	200.00	199,007	109,994.25	215,625	43.65	0.00	0.00
4500142290	20	31/01/2006	22004003/004-C10-INDUCTIVE LOOP CABLE	5043915	BRAND-REX LIMITED	GBP	£ 25,500.00	100 KM	100.00	56,348	25500	100	0.00	-52.46	-0.23
4500142292	10	12/12/2005	ETW5513 ALE COUNTER MPP CABLE 12 PA	507292	NEANS UK LIMITED	GBP	£ 50,400.00	20 KM	20.00	20	50922.46	20,229	0.00	-52.46	-0.23
4500142292	30	12/12/2005	ETW5513 ALE COUNTER MPP CABLE 6 PA	507292	NEANS UK LIMITED	GBP	£ 33,400.00	20 KM	20.00	20	32661.06	19,509	0.00	738.94	0.99
4500142292	30	12/12/2005	ETW5513 ALE COUNTER MPP CABLE 3 PA	507292	NEANS UK LIMITED	GBP	£ 44,280.00	36 KM	36.00	36	44733.01	36,324	0.00	-453.01	-0.32
4500144491	10	30/09/2006	50404001-C11 CONCENTRIC CABLE 1 PAIR	5043915	BRAND-REX LIMITED	GBP	£ 20,108.52	12 KM	12.00	12,407	20790.58	12,407	0.00	0.00	0.00
4500144491	20	30/09/2006	50404001-C11 CONCENTRIC CABLE 3 PAIR	5043915	BRAND-REX LIMITED	GBP	£ 58,553.58	14 KM	14.00	14,427	61,400.88	14,427	0.00	0.00	0.00
4500144491	30	30/09/2006	50404001-C11 CONCENTRIC CABLE 7 PAIR	5043915	BRAND-REX LIMITED	GBP	£ 40,936.35	13 KM	13.00	14,236	11,993.42	14,236	0.00	0.00	0.00
4200019990	30	30/09/2006	50404001-C11 CONCENTRIC CABLE 7 PAIR	5043915	BRAND-REX LIMITED	GBP	£ 3,000.00	6 PC	6.00	0	0	0	6.00	3,000.00	6.00
4200020920	10	01/04/2006	PRO00000-RELAY BACK 5551 BACK 1	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 84,800.00	8 PC	8.00	0	0	0	8.00	84,800.00	8.00
4200020920	30	01/04/2006	PRO00000-RELAY BACK 5551 BACK 2	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 58,800.00	8 PC	8.00	0	0	0	8.00	58,800.00	8.00
4200020920	30	01/04/2006	PRO00000-RELAY BACK 5551 BACK 3	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 13,200.00	2 PC	2.00	0	0	0	2.00	13,200.00	2.00
4200021161	10	17/03/2006	PRO00000-RELAY BACK 5551 BACK 1	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 9,984.00	8 PC	8.00	0	0	0	8.00	9,984.00	8.00
4200021161	10	17/03/2006	PRO00000-RELAY BACK 5551 BACK 2	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 8,736.00	7 PC	7.00	0	0	0	7.00	8,736.00	7.00
4200021161	30	17/03/2006	PRO00000-RELAY BACK 5551 BACK 3	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 13,728.00	11 PC	11.00	0	0	0	11.00	13,728.00	11.00
4200021161	40	17/03/2006	PRO00000-RELAY BACK 5551 BACK 4	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 3,744.00	3 PC	3.00	0	0	0	3.00	3,744.00	3.00
4200021161	60	17/03/2006	PRO00000-RELAY BACK 5551 BACK 5	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 8,736.00	7 PC	7.00	0	0	0	7.00	8,736.00	7.00
4200021161	60	17/03/2006	PRO00000-RELAY BACK 5551 BACK 6	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 4,992.00	4 PC	4.00	0	0	0	4.00	4,992.00	4.00
4200021278	10	01/04/2006	PRO00000-RELAY BACK 5551 BACK 1	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 125,565.00	660 PC	191.00	540	102735	540	120.00	22,830.00	120.00
4200022308	30	20/12/2006	PRO00000-RELAY BACK 5551 BACK 1	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 18,264.00	96 PC	46.00	96	18264	96	0.00	0.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 2	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 202,591.62	1,034 PC	684.00	550	127354.5	550	484.00	75,237.12	384.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 3	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 39,181.40	1,034 PC	109.00	160	2302.4	160	100.00	14,689.00	100.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 4	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 32,380.21	129 PC	129.00	0	0	0	129.00	22,380.21	129.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 5	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 7,842.60	30 PC	26.00	4	1015.68	4	26.00	6,796.92	26.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 6	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 27,776.50	146 PC	146.00	0	0	0	146.00	27,776.50	146.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 7	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 25,428.92	476 PC	476.00	200	25432	200	276.00	26,428.92	276.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 8	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 31,298.15	179 PC	179.00	50	47294	50	129.00	31,298.15	129.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 9	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 32,453.52	152 PC	152.00	100	21351	100	52.00	11,102.52	52.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 10	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 60,371.79	411 PC	411.00	50	7344.5	50	361.00	53,027.29	361.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 11	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 35,309.00	31,000 M	10,650.00	20350	11731.8	10350	10650.00	23,577.20	20700.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 12	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 114,905.00	35,000 M	17,499.00	35660	97063.11	238123.99	0.00	36,726.92	11187.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 13	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 219,424.00	32,000 M	12,506.00	33163	188656.7	23217.77	-1163.00	30,767.30	8782.23
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 14	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 518,416.10	8,410 PC	5,410.00	5350	348873.5	5350	3060.00	199,542.60	3060.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 15	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 74,344.40	8,410 PC	5,410.00	5350	348873.5	5350	3060.00	199,542.60	3060.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 16	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 198,568.24	1,352 PC	752.00	1100	9724	1100	3060.00	27,050.40	3060.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 17	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 11,951.68	676 PC	676.00	676	5928.52	676	252.00	37,011.24	252.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 18	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 5,928.52	676 PC	676.00	676	5928.52	676	252.00	37,011.24	252.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 19	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 6,844.50	338 PC	236.00	212	6854.5	338	126.00	-10.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 20	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 18,211.44	676 PC	25.00	676	18211.44	676	0.00	0.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 21	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 1,536.00	2 PC	2.00	0	0	0	2.00	1,601.28	2.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 22	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 22,600.00	8 PC	8.00	0	0	0	8.00	22,600.00	8.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 23	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 39,008.00	8 PC	8.00	0	0	0	8.00	39,008.00	8.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 24	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 35,800.96	676 PC	676.00	591	35800.96	676	85.00	0.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 25	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 35,800.96	676 PC	676.00	591	35800.96	676	85.00	0.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 26	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 13,286.78	338 PC	105.00	237	13286.78	338	101.00	0.00	0.00
4200022308	60	20/12/2006	PRO00000-RELAY BACK 5551 BACK 27	5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	£ 5,779.80	338 PC	112.00	235	5779.8	338	103.00	0.00	0.00

QTY	ITEM NO	ITEM DESCRIPTION	UNIT	PRICE	TOTAL	TAX	NET TOTAL	QTY	ITEM NO	ITEM DESCRIPTION	UNIT	PRICE	TOTAL	TAX	NET TOTAL
10	4200035996	High Capacity Torque Wrenches CO 1-1	EA	£ 678.00	6,780.00	0.00	6,780.00	0	507145	STEATITE	3 PC	3.00	0.00	0.00	0.00
20	4200035996	Second battery pack - 1st 1	EA	£ 321.00	6,420.00	0.00	6,420.00	0	507146	STEATITE	3 PC	3.00	0.00	0.00	0.00
30	4200035996	Removable TDO drive	EA	£ 279.00	8,370.00	0.00	8,370.00	0	507147	STEATITE	3 PC	3.00	0.00	0.00	0.00
40	4200035996	Windows 10 Pro 64 bit per unit with CO	EA	£ 312.00	12,480.00	0.00	12,480.00	0	507148	STEATITE	3 PC	3.00	0.00	0.00	0.00
50	4200035996	FOG Assembly	EA	£ 21,462.00	1,073,100.00	0.00	1,073,100.00	15	507149	MAINFRAME COMMUNICATIONS LTD.	73 PC	73.00	0.00	441.00	15
20	4300030538	POF Entry Assemblies Test	EA	£ 3,065.00	61,300.00	0.00	61,300.00	15	507150	ICE LIMITED	73 PC	73.00	0.00	630.00	15
20	4300030905	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 8,820.00	176,400.00	0.00	176,400.00	1	507151	ICE LIMITED	1 PC	1.00	0.00	8820.00	1
20	4300030905	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 12,760.00	255,200.00	0.00	255,200.00	0	507152	SIGNAL HOUSE LTD.	1 PC	1.00	0.00	0.00	0
20	4300030981	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 1,831.00	36,620.00	0.00	36,620.00	0	507153	WEIDMULLER LTD	1 PC	1.00	0.00	0.00	0
10	4300031672	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 2,236.00	22,360.00	0.00	22,360.00	0	507154	WEIDMULLER LTD	1 PC	1.00	0.00	0.00	0
30	4300031672	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 1,831.00	54,930.00	0.00	54,930.00	0	507155	WEIDMULLER LTD	1 PC	1.00	0.00	0.00	0
40	4300031672	TO COVER DESIGN AND PROT. APPROVAL	EA	£ 450.00	18,000.00	0.00	18,000.00	0	507156	WEIDMULLER LTD	1 PC	1.00	0.00	0.00	0
20	4500186632	3C00185000A Sub-ack ACE 2-8	EA	£ 1,883.70	37,674.00	0.00	37,674.00	1	507157	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
20	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	25,959.40	0.00	25,959.40	1	507158	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
30	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	38,939.10	0.00	38,939.10	1	507159	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
30	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	38,939.10	0.00	38,939.10	1	507160	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
50	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	64,898.50	0.00	64,898.50	2	507161	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
60	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	77,878.20	0.00	77,878.20	2	507162	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
70	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	90,857.90	0.00	90,857.90	2	507163	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
80	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	103,837.60	0.00	103,837.60	2	507164	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
90	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	116,817.30	0.00	116,817.30	2	507165	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
100	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	129,797.00	0.00	129,797.00	2	507166	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
110	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	142,776.70	0.00	142,776.70	2	507167	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
120	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	155,756.40	0.00	155,756.40	2	507168	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
130	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	168,736.10	0.00	168,736.10	2	507169	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
140	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	181,715.80	0.00	181,715.80	2	507170	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
150	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	194,695.50	0.00	194,695.50	2	507171	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
160	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	207,675.20	0.00	207,675.20	2	507172	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
170	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	220,654.90	0.00	220,654.90	2	507173	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
180	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	233,634.60	0.00	233,634.60	2	507174	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
190	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	246,614.30	0.00	246,614.30	2	507175	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
200	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	259,594.00	0.00	259,594.00	2	507176	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
210	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	272,573.70	0.00	272,573.70	2	507177	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
220	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	285,553.40	0.00	285,553.40	2	507178	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
230	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	298,533.10	0.00	298,533.10	2	507179	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
240	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	311,512.80	0.00	311,512.80	2	507180	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
250	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	324,492.50	0.00	324,492.50	2	507181	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
260	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	337,472.20	0.00	337,472.20	2	507182	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
270	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	350,451.90	0.00	350,451.90	2	507183	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
280	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	363,431.60	0.00	363,431.60	2	507184	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
290	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	376,411.30	0.00	376,411.30	2	507185	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
300	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	389,391.00	0.00	389,391.00	2	507186	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
310	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	402,370.70	0.00	402,370.70	2	507187	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
320	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	415,350.40	0.00	415,350.40	2	507188	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
330	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	428,330.10	0.00	428,330.10	2	507189	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
340	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	441,309.80	0.00	441,309.80	2	507190	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
350	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	454,289.50	0.00	454,289.50	2	507191	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
360	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	467,269.20	0.00	467,269.20	2	507192	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
370	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	480,248.90	0.00	480,248.90	2	507193	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
380	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	493,228.60	0.00	493,228.60	2	507194	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
390	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	506,208.30	0.00	506,208.30	2	507195	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
400	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	519,188.00	0.00	519,188.00	2	507196	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
410	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	532,167.70	0.00	532,167.70	2	507197	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
420	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	545,147.40	0.00	545,147.40	2	507198	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
430	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	558,127.10	0.00	558,127.10	2	507199	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
440	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	571,106.80	0.00	571,106.80	2	507200	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
450	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	584,086.50	0.00	584,086.50	2	507201	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
460	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	597,066.20	0.00	597,066.20	2	507202	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
470	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	610,045.90	0.00	610,045.90	2	507203	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
480	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	623,025.60	0.00	623,025.60	2	507204	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
490	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	636,005.30	0.00	636,005.30	2	507205	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
500	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	648,985.00	0.00	648,985.00	2	507206	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
510	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	661,964.70	0.00	661,964.70	2	507207	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
520	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	674,944.40	0.00	674,944.40	2	507208	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
530	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	687,924.10	0.00	687,924.10	2	507209	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
540	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	700,903.80	0.00	700,903.80	2	507210	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
550	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	713,883.50	0.00	713,883.50	2	507211	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
560	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	726,863.20	0.00	726,863.20	2	507212	ALCATEL SEI AG	1 PC	1.00	0.00	0.00	0
570	4500186632	3C00185000A Sub-ack ACE 2-42	EA	£ 1,297.97	739,842.90	0.00	739,842.90	2	507213	ALCATEL SEI AG	1 PC	1.00	0		

4200900010	70	02.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	190.25	190.25	100	100.00	60.00	19,025.00	100.00
4200900010	80	02.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	190.25	190.25	60	60.00	15.00	11,415.00	60.00
4200900010	70	02.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	174.85	174.85	15	15.00	0.00	2,622.75	15.00
4200900012	10	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	20	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	30	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	40	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	50	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	60	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	70	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	80	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	90	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	100	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	110	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	120	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	130	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	140	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	1	1.00	0.00	16,000.00	1.00
4200900012	150	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	160	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	170	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	180	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900012	190	08.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	16,000.00	16,000.00	4	4.00	0.00	16,000.00	4.00
4200900016	10	09.11.2006	507250 ALCATEL TRANSPORT SOLUTIONS	EUR	3,550.50	3,550.50	1	1.00	0.00	3,550.50	1.00
4200900016	10	09.11.2006	504508 ICE LIMITED	GBP	225	225	4	4.00	0.00	900.00	4.00
4200900017	10	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	153.58	153.58	165	165.00	0.00	25,940.70	165.00
4200900018	10	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	203.53	203.53	19	19.00	0.00	3,867.07	19.00
4200900018	20	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	203.53	203.53	1	1.00	0.00	20.03	1.00
4200900018	30	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	163.06	163.06	87	87.00	0.00	14,186.22	87.00
4200900018	40	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	279.82	279.82	4	4.00	0.00	1,119.28	4.00
4200900018	50	09.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	28	28	60	60.00	0.00	1,880.00	60.00
4200900019	10	10.11.2006	502900 HIGHWAY T & G SERVICES	EUR	976.5	976.5	5	5.00	0.00	4,882.50	5.00
4200900021	10	21.11.2006	504301 WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	274.4	274.4	10	10.00	0.00	2,744.00	10.00
4200900022	10	24.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	1,133.60	1,133.60	1	1.00	0.00	1,133.60	1.00
4300900020	10	10.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	412.3	412.3	1	1.00	0.00	412.30	1.00
4300900020	20	10.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	128.12	128.12	1	1.00	0.00	128.12	1.00
4300900020	30	10.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	263.04	263.04	1	1.00	0.00	263.04	1.00
4300900020	40	10.11.2006	504781 CRAIG & DERRICOTT LTD.	GBP	7,800.00	7,800.00	1	1.00	0.00	7,800.00	1.00
4500900059	10	10.10.2006	502972 STORM TECHNOLOGIES LTD	GBP	115	115	1	1.00	0.00	115.00	1.00
4500900064	10	17.10.2006	502972 STORM TECHNOLOGIES LTD	GBP	1,370.00	1,370.00	1	1.00	0.00	1,370.00	1.00
4500900076	10	10.10.2006	504917 METRONET RAIL S&L	GBP	275	275	1	1.00	0.00	275.00	1.00
4500900082	10	10.10.2006	504917 METRONET RAIL S&L	GBP	53.97	53.97	1	1.00	0.00	53.97	1.00
4500900082	10	10.10.2006	504192 BOWE HANCOCK COMPONENTS LTD.	GBP	7,637.50	7,637.50	1	1.00	0.00	7,637.50	1.00
4500900102	10	30.10.2006	5048192 BOWE HANCOCK COMPONENTS LTD.	GBP	85	85	3	3.00	0.00	255.00	3.00
4500900102	20	30.10.2006	5048192 BOWE HANCOCK COMPONENTS LTD.	GBP	12.5	12.5	1	1.00	0.00	12.50	1.00
4500900103	10	30.10.2006	504235 HUMAN ENGINEERING LIMITED	GBP	8,227.50	8,227.50	1	1.00	0.00	8,227.50	1.00
4500900103	20	30.10.2006	504235 HUMAN ENGINEERING LIMITED	GBP	7,558.75	7,558.75	1	1.00	0.00	7,558.75	1.00
4500900103	30	30.10.2006	504235 HUMAN ENGINEERING LIMITED	GBP	5,931.25	5,931.25	1	1.00	0.00	5,931.25	1.00
4500900103	40	30.10.2006	504235 HUMAN ENGINEERING LIMITED	GBP	1,200.00	1,200.00	1	1.00	0.00	1,200.00	1.00
4500900117	10	21.10.2006	500092 MICROLEASE PLC	GBP	107	107	26	26.00	0.00	2,782.00	26.00
4500900184	10	06.11.2006	507258 F&P P&I	GBP	13.8	13.8	20	20.00	0.00	276.00	20.00
4500900184	20	06.11.2006	507258 F&P P&I	GBP	15	15	1	1.00	0.00	15.00	1.00
4500900218	10	08.11.2006	500092 MICROLEASE PLC	GBP	377	377	4	4.00	0.00	1,508.00	4.00
4500900219	10	08.11.2006	504917 METRONET RAIL S&L	GBP	31.1	31.1	2	2.00	0.00	62.20	2.00
4500900219	10	08.11.2006	504917 METRONET RAIL S&L	GBP	20	20	1	1.00	0.00	38.00	1.00

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215.592.28-198

Part 2
The Consultancy Contracts

First name	Last name	Employee	Count
Michael	Fish	Consultant	1
Peter	Grey	Consultant	1
Thomas	Horsfield	Consultant	1
Bob	Jacobs	Consultant	1
Leif	Windle	Consultant	1
			5

Part 3
The Products

The detailed inventory list will be agreed and listed in an attachment to this schedule following the Transfer Date.



MONTHLY AUDIT FILE

GL ACCOUNT 14810010

ACCOUNT NAME Customer Orientated Inventories - Non Std Items

Period ENDED

11

Employee Responsible

Sarah Tombes

Balance per spreadsheet/sub ledger

£ 8,116,754.52

Balance per General Ledger

£ 8,116,754.52

Difference

£0.00

Balance in document currencies

TSDBD	8,116,754.52
	8,116,754.52

BRIEF SUMMARY OF GL BALANCE

14810010 - COI functional (Complex Orders)

8,116,754.52

TOTAL excluding TSD

8,116,754.52

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

28.11.2006

WBS #: GBT0000015-A001201/2

JNUP - UK & Canada

	JNUP			
	UK 25.3%		Can 0.0%	
	£			
	P&L	BS	P&L	BS
Planned margin at completion				
Invoiced to date	40,979,563		50,577,715	
Costs to date (actual)		37,648,087		52,155,117
Calculated cost of sales	30,611,734	(30,611,734)	50,577,715	(50,577,715)
Provision for irrecoverable costs		(497,000)		
Profit/WIP	<u>10,367,829</u>	<u>6,539,353</u>	<u>0</u>	<u>1,577,402</u>
		8,116,755		

14810010

Sum of Amount in local cur.		
Profit ctr	Text	Total
A001200	WBS GBT00000015-01201	7,035,887.99
	WBS GBT00000015-01202	1,577,401.79
	WBS GBT00000028-01200	464.74
	Provision for irrecoverable costs	- 497,000.00
A001200 Total		8,116,754.52
Grand Total		8,116,754.52

Customer / Project

Tube Lines - UK element - A001200

Tube Lines - Canada element - A001200

Alcatel Canada - A001200

Schedule 7
The Fixtures and Fittings

1. PCs in list attached to this schedule.
2. 3 x HP9000 pricross printers
3. 1 x HP9150 pricross printers
4. 2 x CJ5500 pricross printers
5. 1 x HP4200 pricross printers
6. Bentley Microstation (CAD)
7. Primavera .3

UPI	First name	M	Last Name	Known as	PC Type	PC Model	PC Asset #
DW0602377	Josh		Ahmed		Laptop S	NC6120-S	182222
DWT002056	Aaron		Amoani		Laptop S	NC6120-S	182108
DWT602057	Ian		Anderson		Laptop S	NC6120-S	182212
DWT602241	Dave		Arnold		Desktop S	D530-S	181218
DWT602350	Dean		Atherton		Desktop S	DC7600-S	8598
DW0160893	Adewale		Babalola	Adewale	Laptop S	NC6120-S	182236
DW0161002	Carole		Ballard		Laptop T	NC6120-T	182219
DW0602406	Silvester		Baptist		Laptop S	NC6120-S	182195
DW0161017	Christopher		Barclay	Chris	Laptop S	NC6120-S	182132
DW0602285	David		Bence		Laptop S	NC6120-S	182198
DW0160998	Andy		Billington		Laptop T	NC6120-T	182241
DWT602102	Floyd		Blake		Laptop S	NC6120-S	182073
DWT602171	John		Blowfield		Laptop S	NC6120-S	182133
AG0901001	Daniel		Boizard		Desktop S	DC7600-S	181891
DW0160945	John		Bonshor		Laptop S	NC6120-S	182070
DWT602455	Alyson		Boreham		Desktop T	DC7100-T	182246
DWT601360	William		Bradford		Desktop S	D530-S	302165
GP0450515	Sheila		Britton	Sheila	Desktop S	DC7600-S	181896
GP0450515	Sheila		Britton		Desktop S	DC7100-S	181277
GP0450515	Sheila		Britton		Desktop S	DC7100-S	181270
DW0160744	Timothy	J	Brockbank	Tim	Laptop S	NC6000-S	302154
DW0160957	Andrew		Brooker	Andy	Desktop S	DC7600-S	182053
DWT601968	Michael		Brouder		Laptop S	NC6120-S	181880
DW0160986	Richard		Brown		Laptop S	NC6000-S	181357
EM0006676	Ben		Buchanan		Laptop S	NC6120-S	182059
DWT601859	Derek		Burgess		Desktop S	DC7100-T	182143
DWT602466	Dave		Burrows		Laptop S	NC6000-S	181484
DW0602379	Philip		Burton		Laptop T	NC6120-T	182105
DW0602409	David		Burton		Laptop S	NC6120-S	182197
DW0160946	Michael		Campion	Mick	Laptop S	NC6120-S	181926
DWT602140	David		Carpenter		Laptop S	NC6120-S	181879
DW0602490	Steve		Carroll		Laptop S	NC6000-S	181209
DW0160730	Jamie		Carson		Laptop S	NC6120-S	182088
DW0160943	Paul		Carter		Laptop S	NC6120-S	181923
DWT602382	David		Clack		Laptop S	NC6120-S	182180
DW0160753	Alan		Clark	Alan	Laptop S	NC6120-S	181770
DW0160753	Alan		Clark	Alan	Laptop S	NC6120-S	181859
DW0160753	Allan		Clarke		Desktop S	DC7600-S	182159
DW0160753	Allan		Clarke		Desktop S	DC7600-S	182160
DW0160753	Allan		Clarke		Desktop S	DC7600-S	182158
DW0160753	Allan		Clarke		Desktop S	DC7600-S	182161
DW0601578	Melanie	L	Collins	Melanie	Laptop S	NC6120-S	182025
DW0161005	Philip		Comber		Laptop S	NC6120-S	182089
DWT602471	Jacqui		Cooney		Desktop S	DC7600-S	181760
DW0160831	John	F	Currens	John	Laptop S	NC6000-S	181227
DWT601897	Tim		Cusk		Laptop S	NC6000-S	181374
DWT602375	Robin		Dajee		Laptop S	NC6120-S	182218
DW0141654	Andrew		Dagleish		Laptop S	NC6000-S	301829
DWT602131	Malcolm		Devereux		Laptop S	NC6000-S	181431

DW0160794	Ryan		Difford	Ryan	Laptop S	NC6120-S	181789
DWT602009	Paul		Difford		Laptop S	NC6120-S	181796
DWT602068	Gordon		Dixon		Laptop S	NC6120-S	181938
DW0602407	Ben		Djandash		Laptop S	NC6120-S	182228
DWT602091	Nigel		Dodman		Laptop S	NC6120-S	182069
DWT602154	Keith		Durk		Desktop S	DC7600-S	182261
DW0160942	Andrew		Eastham		Laptop S	NC6120-S	181947
DWT602462	Jeff		Edwards		Laptop S	NC6120-S	181925
DW0602282	Phil		Egan		Laptop S	NC6120-S	182150
DW0142156	Christopher	L	Fairman	Chris	Laptop S	NC6000-S	302112
DW0602345	Robert		Faux		Laptop S	NC6120-S	182109
DW0602378	Dean		Ford		Desktop T	D530-T	301799
DW0602472	Kate		Ford		Laptop S	NC6000-S	181403
DW0601625	Kevin		Garrity		Laptop S	NC6120-S	181784
DW0161040	Michelle		Garvey		Laptop S	NC6120-S	182221
DW0601309	Wendy		Gibson		Desktop S	DC7100-S	181475
DW0160722	Thomas	R	Godfrey	Tom	Laptop S	NC6000-S	301839
GP0050890	Stephen	N	Godwin	Steve	Laptop S	NC6000-S	181532
DW0602356	Julia		Gooding		Desktop S	DC7600-S	182264
DWT602200	Peter		Grey		Desktop S	DC7600-S	182263
	AN		Other		Laptop S	NC6120-S	182167
DWT602293	Steve		Griffiths		Laptop S	NC6120-S	181868
DW0160721	John		Haile		Laptop S	NC6000-S	301832
EM0000575	Mark		Halinaty		Laptop S	NC6000-S	181413
DW0142278	Ali		Hashemi	Ali	Laptop S	NC6000-S	181393
DW0601782	Michael		Hawkins		Laptop S	NC6120-S	182057
DWT602468	Steve		Heard		Laptop S	NC6120-S	181625
DW0601630	Richard	R	Hinds	Richard	Laptop T	NC6120-T	182081
DWT602440	Michael		Hobbs		Desktop T	DC7100-T	182245
DW0160601	Jeremy		Hooper		Laptop T	NC6000-T	302147
DWT601374	Thomas		Horsfield		Laptop S	NC6000-S	181233
DW0160887	Andrew	W	Jackson	Andy	Laptop S	NC6000-S	181528
DWT601574	Bob		Jacobs		Desktop S	DC7600-S	181882
DW0160764	Samuel	H	Jacques	Sam	Laptop S	NC6000-S	302153
DW0602481	Alan		James		Laptop T	NC6120-T	182104
DW0161031	David		Jewiss		Laptop S	NC6120-S	182134
EM0000980	Simon	P	Jones		Laptop S	NC6000-S	181404
DW0161062	Kellie		Judd		Laptop T	NC6120-T	181674
DWT602431	Senaka		Kanathigoda		Laptop S	NC6120-S	182200
DW0602346	Manjit		Kara		Laptop S	NC6120-S	182225
DWT600649	David		Kaufman		Laptop S	NC6120-S	181682
DWT602167	Mike		Kendall		Desktop S	D530-S	8590
DW0160910	David	S	Kenyon	David	Laptop S	NC6120-S	181858
DW0160871	William	H	Kiely	Bill	Desktop S	DC7100-S	181545
DWT602388	Barry		Kiely		Desktop S	DC7600-S	181900
DW0160956	Peter		Knight		Laptop S	NC6120-S	182023
DW0161048	Mangesh		Kode		Laptop T	NC6120-T	182266
GP0071661	Manjit		Kumar		Laptop S	NC6120-S	182156
DWT601969	Stephen		Langford		Laptop S	NC6120-S	181872
DWT601947	Robert		Larner		Laptop S	NC6120-S	181401
DW0160876	George	C	Lau	George	Laptop S	NC6120-S	181627
JZ0020179	Yiu		lee		Laptop S	NC6120-S	182091

DW0602405	Tony		Linnel		Laptop S	NC6120-S	182213
DW0602367	Robert	Le	Livre		Laptop S	NC6120-S	182214
DW0602380	Albert		Love		Laptop S	NC6120-S	182196
DW0160930	Frank		MacGregor		Laptop S	NC6120-S	181787
DW0140982	Brian	C	Macy		Laptop S	NC6000-S	302211
DW0161059	Jason		Malschuk		Laptop S	NC6120-S	182153
DWT602464	Salim		Mami		Desktop T	DC7100-T	182145
DW0161004	Sam		Man		Laptop S	NC6120-S	182093
DWT602295	Micheal		Mangroo		Laptop T	NC6120-T	181698
DWT602489	Robert		Marney		Laptop S	NC6000-S	181319
DW0160934	David		McBride		Laptop S	NC6120-S	181870
DWT602135	Peter		McNamara		Laptop S	NC6120-S	182064
DWT602297	Robbert		McTaggart		Laptop S	NC6120-S	181802
DW0160997	Ajai		Menon		Laptop T	NC6120-T	182267
DW0602412	Paramasewari		Menon		Desktop T	DC7100-T	182248
DW0160895	David	L	Mickleburgh	David	Laptop S	NC6120-S	182237
DW0142260	Vic		Mohith	Vic	Laptop S	NC6000-S	302138
DW0602486	Neil		Morris		Laptop S	NC6000-S	181243
DW0160935	Graham		Mudie		Laptop S	NC6120-S	181875
DWT601680	Kieran		Mulready		Laptop S	NC6120-S	181785
DWT602376	Stuart		Munday		Desktop T	DC7100-T	182162
DW0160936	Rob		Murray		Laptop S	NC6120-S	181874
DWT601886	Andrew		Mynott		Laptop S	NC6120-S	181768
DW0160763	Paul	J	Nelson	Paul	Laptop S	NC6000-S	301883
GP0450055	Carole		Newton		Laptop S	NC6120-S	182171
GP0450055	Carole		Newton		Desktop T	DC7100-T	181224
DW0161010	Alan		Ogden		Laptop S	NC6120-S	182096
EM0000802	Biba		Osborne		Desktop S	DC7600-S	181888
DW0160899	Susan	C	Parker	Susan	Laptop T	NC6120-T	182238
DW0161038	Stephen		Passingham		Laptop S	NC6120-S	182154
DWT601998	Ken		Patchett		Laptop S	NC6120-S	181948
DWT602287	Jay		Patel		Desktop S	DC7600-S	182055
DW0602410	Ulupi		Patel		Desktop S	NC6120-T	181544
DWT601676	Anthony		Prentice		Laptop S	NC6120-S	181867
DW0160896	David		Preston	David	Laptop S	NC6120-S	181771
DW0160890	Daniel		Quant	Dan	Laptop S	NC6120-S	181778
EM0000836	Fuad	18	Rahman	Fuad	Laptop S	NC6120-S	181937
DW0160767	Haddy	M	Rashid	Haddy	Laptop S	NC6000-S	181232
DWT602364	Sanjeev		Rathi		Laptop S	NC6120-S	182209
DW0161024	Tom		Ray		Desktop T	NC6120-T	182141
DWT602249	Kevin		Rayner		Desktop T	DC7100-T	182146
DW0160947	Mathew		Rea		Laptop S	NC6120-S	182067
DW0160947	Mathew		Rea		Laptop S	NC6120-S	182039
DW0160947	Mathew		Rea		Laptop S	NC6120-S	182079
DW0160947	Mathew		Rea		Laptop S	NC6120-S	182080
DW0160947	Mathew		Rea		Laptop S	NC6120-S	182036
DW0160947	Mathew		Rea		Laptop S	NC6120-S	181645
DW0160947	Matthew		Rea		Laptop S	NC6120-S	181861
DW0161057	Lee		Reeve		Desktop T	DC7100-T	181226
DW0602284	Lucyanna		Rice		Laptop S	NC6120-S	182177
DWT602304	Angela		Rice		Desktop S	DC7100-S	181474
DWT602002	Ian	P	Robertson		Desktop S	DC7600-S	182054

DW0601375	Gary		Rogers		Laptop T	NC6000-T	302144
DW0602435	Richard		Rush		Laptop S	NC6120-S	182217
DWT601478	Peter		Salt		Laptop S	NC6120-S	181642
DWT602344	Julian		Self		Desktop S	DC7100-T	181225
DW0161061	Asim		Shabbir		Laptop T	NC6120-T	182098
DWT602256	Paul		Sheeran		Desktop S	DC7100-S	181742
DW0142049	Antony		Smith	Tony	Laptop S	NC6000-S	181343
DW0161003	Neil		Smith		Laptop S	NC6120-S	182097
EM0006049	Norman		Speake		Laptop S	NC6120-S	182131
DWT601950	Paul		Staines		Laptop S	NC6120-S	181574
EM0000785	Andre		Steenkamp	Andre	Laptop T	NC6000-T	302145
DW0142191	Ian		Streeter	Ian	Laptop S	NC6000-S	181304
DWT601959	Michael		Sullivan		Laptop S	NC6120-S	181672
DWT601573	Mary		Sullivan		Desktop S	D530-S	301838
DW0160726	David	J	Swain	David	Laptop S	NC6120-S	181660
DW0161037	Devon		Symister		Laptop S	NC6120-S	182155
DWT602130	Peter		Tapner		Laptop S	NC6120-S	301830
EM0006537	Sarah		Tolley		Desktop S	D530-S	182110
DW0160883	Mark	D	Townsend	Mark	Laptop S	NC6000-S	181531
GPT044279	Bernard		Tracey		Desktop S	DC7100-S	181527
DW0160822	Abhijit		Vaidya	Abhijit	Laptop T	NC6120-T	181924
DWT602430	Dhirendra		Wagjani		Laptop S	NC6120-S	182215
DW0160811	Steven	A	Waine	Steve	Desktop S	DC7600-S	181763
DWT601887	Craig		Wake		Laptop S	NC6120-S	181793
DW0161060	Paul		Wardman		Laptop S	NC6120-S	181605
DW0161025	Delmar		Weale		Laptop S	NC6120-S	182220
DW0602337	Mark		Werenowski		Laptop S	NC6000-S	301817
DW0602482	Asa		Wheeler		Laptop S	NC6000-S	181231
DW0602286	Ian		Williams		Laptop S	NC6120-S	182175
DW0602286	Paul		Willson		Laptop S	NC6120-S	182201
DWT601358	Leif		Windle		Laptop T	NC6000-T	301840
DW0602316	Olga		Yateh		Desktop S	DC7100-S	181274
DW0161001	Patrick		Young		Desktop T	DC7100-T	9037
DW0160795	Tolga		Yusuf	Tolga	Laptop S	NC6000-S	302152

Schedule 8
The Transitional Services Agreement

TRANSITIONAL SERVICES AGREEMENT

This TRANSITIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 200__ by and among [Alcatel XXX], a _____ with a _____ share _____ capital _____ of _____ registered _____ with _____, having its registered office at _____, represented for the purpose hereof by _____ ("Alcatel") and [Alcatel Transport Solutions country / Alcatel Security Safety Command Control country], a _____ company formed under the laws of the _____, having its principal place of business at _____, represented for the purpose hereof by _____ (the "Company").

RECITALS

A. The Alcatel Parties have entered into a Master Agreement with Thales, dated _____, whereby *inter alia* the Alcatel Parties have agreed to transfer, sell or otherwise dispose and Thales has agreed to purchase, further to preliminary Reorganizations, the AAS, TSD and ISD/SSCC Businesses.

B. This Agreement is entered into pursuant to Section 5.3.7 of the Master Agreement.

C. Capitalized terms not otherwise defined in this Agreement will have the meanings assigned to them in the Master Agreement unless the context otherwise requires.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and in the Master Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Alcatel and the Company agree as follows:

1. Services.

(A) Subject to the terms and conditions of this Agreement, as of the date of this Agreement and until the partial or complete termination or expiration of this Agreement pursuant to Section 3 below, Alcatel will provide or cause to be provided to the Company those specified services set forth on Exhibit [] attached hereto and incorporated herein by reference (collectively, the "Initial Alcatel Services"). The Company may at any time following the commencement of the term of this Agreement, upon notice to Alcatel, request that new or additional services be added to the Initial Alcatel Services, so long as such additional services were previously provided to the Company or its affiliates by Alcatel or its affiliates and are

advisable for the operation of its or its affiliates' business, in which case the parties will discuss in good faith the terms and conditions of these complementary services (the "Additional Services"), including but not limited any reasonable complementary fees for the provision of such Additional Services. The Initial Services and the Additional Services are together referred to as the "Alcatel Services". In addition, the Company may within thirty (30) days following the commencement of the term of this Agreement, notify Alcatel that the Company does not wish to receive such Alcatel Service, in which event such Alcatel Service shall be deleted from the appropriate exhibit effective as of the date of such notice, without any modification of the Purchase Price.

(b) Subject to the terms and conditions of this Agreement, as of the date of this Agreement and until the partial or complete termination or expiration of this Agreement pursuant to Section 3 below, the Company will provide or cause to be provided to Alcatel or to such entities as Alcatel shall direct those specified services set forth on Exhibit [] attached hereto and incorporated herein by reference (collectively, the "Company Services" and together with the Alcatel Services, the "Services") at the fee or cost that is opposite each of the Company Services set forth on such Exhibit []. In addition, Alcatel may, within thirty (30) days following the commencement of the term of this Agreement, notify the Company that Alcatel does not wish to receive such Company Service, in which event such Company Service shall be deleted from the appropriate exhibit effective as of the date of such notice.

(c) Alcatel and the Company acknowledge that during the term of this Agreement, each of the parties will be arranging to transfer the applicable Services from the other party's control to its own control. Each party agrees to assist, and cause its affiliates to assist, the other party in such transfer and will make available all information, methods of operation and such other data that the other party may reasonably request to facilitate such transfer in a manner which eliminates or minimizes any disruptions to the operations of the other party.

(d) Alcatel and the Company will each nominate a representative to act as the primary contact person with respect to the accomplishment of the transactions contemplated by this Agreement (the "Service Coordinators"). Unless Alcatel and the Company otherwise agree, all communications relating to this Agreement and the Services shall be directed to the Service Coordinators in accordance with Section 8(b) hereof. Each Service Coordinator shall be a managerial (or higher) level employee of the party in question and shall be fully qualified to fulfill the responsibilities of this position. Each initial Service Coordinator shall serve in that capacity for a period of not less than ninety (90) days from and after the date of this Agreement.

2. Quality of Services.

(A) Alcatel represents with respect to the Alcatel Services and the Company represents with respect to the Company Services that such Services will be performed in a professional, timely and workmanlike manner and will be substantially of the same quality and in the same manner of performance as such Services were performed immediately prior to this Agreement.

(B) Each party may, after giving prior notice to the other party, assign personnel to monitor and review the Services being provided by the other party to ensure that such Services are being provided in accordance with the terms of this Agreement and to the recipient party's reasonable satisfaction, and each party agrees to give or cause its affiliates to give such personnel reasonable access to its and its affiliates' properties, systems, books and records for such purposes. Each party will perform any such monitoring and review in a manner that will not disrupt the operations of the other party or its affiliates.

(C) In the event of an alleged breach, default or nonperformance of any obligation under this Agreement by Alcatel or the Company, the non-breaching party will provide written notice to the other party setting forth in reasonable detail the nature and extent of the alleged breach, default or nonperformance. The breaching party will then have a period of 15 days in which to cure such alleged breach, default or non-performance, which 15 day period will be reasonably extended, as may be agreed upon by the non-breaching party, if necessary to implement the cure, provided that the breaching party diligently pursues such cure.

3. Term and Termination of the Services.

(A) With respect to each of the Services, the term of this Agreement as related thereto will be for a period commencing as of the date of this Agreement and continuing for the period of time set forth on the applicable exhibit opposite such Service (the "Termination Date"), unless otherwise extended in writing by the Parties at least 45 days before the Termination Date.

(B) Unless otherwise mentioned in the Exhibit ____ ("minimum duration/notice of termination"), any one of the Services may be terminated by the recipient party, in its sole discretion, upon six months prior written notice served to the providing party.

4. Billing and Payment for the Services. To the extent applicable, each party or their appropriate affiliates will bill each recipient of Services in advance on a monthly basis by line item invoice for the fees specified in the Exhibit __ hereto in accordance with this Agreement. Payment of any such invoices by will be due and payable 30 days following receipt of the invoice. The price for the Services set forth in Exhibit __ shall be exclusive of VAT (or any analogous tax) levied in Company's country and inclusive of other taxes, duties, levies and any similar charges.

5. Confidentiality. During the term of this Agreement and thereafter, the parties hereto shall maintain in confidence and not disclose the other parties' Confidential Information (as defined below), using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information of like nature. The recipient may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the "Permitted Purpose"). The recipient may disclose Confidential Information only to its affiliates and their respective employees or contractors who have a need to know such information for the Permitted Purpose and who are under contractual obligation to protect confidential information. Confidential Information shall not include any information that the recipient can demonstrate: (a) was publicly known at the time of disclosure to it, or becomes publicly known through no act

of the recipient; (b) was rightfully received from a third party without a duty of confidentiality; (c) was developed by it independently; or (d) is required to be disclosed by a judicial or governmental order, in which case the recipient shall promptly notify the disclosing party and take reasonable steps to assist in contesting such order or in protecting the disclosing party's rights prior to disclosure. Confidential Information may not be reproduced, except as required for the Permitted Purpose. Upon demand by the disclosing party at any time, or upon expiration or termination of this Agreement, the recipient agrees promptly to return or destroy, at the disclosing party's option, all materials that disclose or embody Confidential Information. The recipient agrees not to remove any proprietary rights legend from, and upon the disclosing party's reasonable request shall add such legend to, materials disclosing or embodying Confidential Information.

6. Status of Parties. None of the provisions of this Agreement is intended to create nor will it be deemed or construed to create any relationship between the Alcatel (or its affiliates) and the Company (or its affiliates) other than that of independent entities contracting with each other under this Agreement solely for the purpose of effecting the provisions of this Agreement. Neither the Alcatel (or its affiliates) nor the Company (or its affiliates) will be construed to be the employer of the other. Notwithstanding the foregoing, the affiliates of each party receiving Services hereunder are intended to be third-party beneficiaries of this Agreement with respect to the Services provided to such affiliates, and as third-party beneficiaries, shall be entitled to enforce this Agreement with respect to such Services against the party obligated by this Agreement to provide such Services.

7. Warranties. Each party hereby represents and warrants that it has full legal right and authority to provide each of its Services to be provided hereunder and that it has and will continue to have, either directly or through its affiliates, the necessary skills, facilities and resources to fulfill its obligations hereunder.

8. Force Majeure

The obligations of the Alcatel to provide (or cause to be provided) Services shall be suspended during the period and to the extent that the Alcatel (or the provider of the Service) is prevented or hindered from complying therewith by any law or governmental order, rule, regulation or direction, whether domestic or foreign, or by any cause beyond the control of the Alcatel (or the provider of the Service), including acts of God, civil disturbances, accidents, acts of war or conditions arising out of or attributable to war (whether declared or undeclared), unforeseen shortage of necessary equipment, materials or labour, or restrictions thereon or limitations upon the use thereof (a "Force Majeure Event"). In such event, the Alcatel shall give notice of suspension as soon as reasonably practicable to the Company stating the date and extent of such suspension and the cause thereof, and the Alcatel shall resume (or cause to be resumed) the performance of such obligations as soon as reasonably practicable after the removal of the cause, and the Alcatel shall so notify the Company. The Alcatel shall not be liable for any loss suffered by the Company as a result of or in relation to a Force Majeure Event.

9. Miscellaneous Provisions.

(A) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations among the parties hereto.

(B) Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing sent via first-class, postage prepaid, registered or certified mail (return receipt requested), or by overnight delivery service or facsimile transmission addressed as follows:

If to the Company:

C/O: _____

Attn: _____

Facsimile: _____

with a copy to:

Attn: _____

Facsimile: _____

If to Alcatel:

Attn: [Name of Service Coordinator]

Facsimile: _____

with a copy to:

Attn: _____

Facsimile: _____

A copy of any such notices, requests, demands or other communications shall also be sent to the appropriate Local Service Coordinators if such have been designated, but the failure to do so shall not render such notices, requests, demands or other communications invalid. A party may change the contact names, addresses and facsimiles at which it receives notices, requests, demands and other communications required or permitted to be given under this Agreement by giving notice to the other party in the manner provided in this Section 8. Notice by mail shall be deemed given and received on the third calendar day after posting if by domestic mail and on the

tenth calendar day after posting if by international mail. Notice by overnight delivery service, facsimile transmission or personal delivery shall be deemed given on the date of actual delivery.

(C) Transfer and Assignment; Successors. Without the other party's written consent this Agreement and the rights and obligations hereunder will not be assignable by any party, and any attempted assignment in violation of this provision shall be null and void; provided, however, that the Company shall have the right, without Alcatel's consent, to assign this Agreement and the rights and obligations hereunder, or a portion thereof, in connection with (i) any merger, consolidation, recapitalization, reorganization or spin-off of all or a portion of the Company, one or more of its affiliates or the Business (as defined in the Master Agreement), (ii) the sale of all or a portion of the assets of the Company or one or more of its affiliates or (iii) the sale or transfer of greater than a majority of the outstanding shares of the Company or greater than a majority of the outstanding shares of one or more of its affiliates. This Agreement will be binding upon, and inure to the benefit of, the respective successors and permitted assigns of each of the parties hereto.

(D) Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

(E) Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of [country of the Alcatel and Company] , without giving effect to the conflict of laws principles thereof.

(F) Amendments. This Agreement cannot be terminated, altered or amended except pursuant to an instrument in writing signed by each of the parties hereto. No consent of any non-party to this Agreement, whether or not a beneficiary of the Services provided hereunder, shall be required for any termination, alteration or amendment of this Agreement by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Alcatel

By: _____

Name: _____

Its: _____

Company

By: _____

Name: _____

EXHIBIT

[illegible]

Proposed Service Schedule Agreement
Human Resources

Current Service Provision	Service Provision for NewCo	Service Provision Post Transfer
40% of 1 Human Resources Manager providing a generalist HR Service	40% of 1 Human Resources Manager providing a generalist HR Service	To be agreed with Thales. Current expectation is that Thales may request an adhoc advisory service to be given for up to 3 months.
40% of 1 Human Resources Officer providing a generalist HR service	40% of 1 Human Resources Officer providing a generalist HR Service	
X% of 1 Fleet Administrator	2% of 1 Fleet Administrator	
X% of 1 Mobility Administrator	4% of 1 Mobility Administrator	
X% of 1 HR Specialist person provides HR Systems Support, Flex Administration Support	12.5% of 1 HR Specialist person provides HR Systems Support, Flex Administration Support	
	The above HR services will be provided to Alcatel Transport Solutions UK, between the time of the transfer from ATL UK and up until the transfer of ATS UK to Thales, at a cost of £7000 / month	Following the transfer of ATS UK to Thales, ATL UK, HR dept will provide, upon request from Thales, an adhoc advisory service free of charge, for a maximum of 3 months post transfer, limited to a maximum of 5 hrs per month. Any advice requested, requiring longer than 5 hrs / month, will be charged at the rate of £45/hour.

Services for TSD UK

TSD Staff

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[illegible]

VERSION 2 - 12/11/06

Service Provided	Current Provision - November 2006	Unit Cost	Total (GBP) Monthly Notes	TSD News Provision	Unit Cost	Total (GBP) Monthly Notes	Provision to Thales	Unit Cost	Total (GBP) Monthly Notes	Transition Issues
	Lead Provider	Scope		Lead Provider	Scope		Lead Provider	Scope		
F 1 Accommodation	Charged per sq m occupied / calendar month (not Occupancy Scaled)	44,011	1	ATUK	Fully Equipped & Serviced Offices	16,59 7,295 38,074	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	Transfer of furniture assets from ASN to Thales, needs to be agreed
F 1 a Office	Fully Equipped & Serviced Offices	16,59 7,295 38,074	2	ATUK	Industrial Base Space Provision (Cleaned) - Loh	9,21 180 1,658	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 b Lab / Technical Space	Industrial Base Space Provision (Cleaned) - Loh	9,21 180 1,658	2	ATUK	Industrial Base Space Provision (Cleaned) - Aile	9,21 170 1,566	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 c Industrial Space	Industrial Base Space Provision (Cleaned) - Aile	9,21 170 1,566	2	ATUK	Industrial Base Space Provision (Cleaned) - Hot Cleaned	4,31 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 d Internal Storage Space	Industrial Base Space Provision - Hot Cleaned	4,31 0 0	2	ATUK	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 e External Storage Space	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ATUK	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 f Conference / Meeting Room	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ATUK	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 g Restaurant	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ATUK	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 1 h Pool / Courier Choores	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ATUK	Industrial Base Space Provision - Hot Cleaned	0,70 0 0	2	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 2 Occupancy Moves and Changes	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 Facilities Operations	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 a Clean	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 b General Maintenance	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 c Waste Disposal	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 d Cleaning	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 e Collection / Delivery of Mail (to Pool / Courier Choores)	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 3 f Temporary Cleaning	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 4 Access Control	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 4 a Greenwich Site Access	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 4 b Greenwich Site Vehicle Access	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 4 c ATUK Security Budget	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 4 d TSD Accommodation Access Control	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 Facility Health & Safety	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 a Fire Workers (Recruitment & Training)	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 b First Aid (Recruitment & Training)	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 c Work Station Assessments	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 d Work Station Audits	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 e Facility Risk Assessments	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 f Emergency Evacuation Procedures	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 5 g Portable Appliance Testing (PAT)	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 6 Shared Printing & Photocopying	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 7 Document Archiving	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	
F 8 Stationery & Office Supplies	Costs internally recharged to TSD on a when incurred	1,114	1	ATUK	Costs internally recharged to TSD News on a when incurred	1,114	1	ASN	Scope, Charges & Terms to be agreed between ASN & Thales	

Notes

- Occupancy & Facilities changes are currently tested through the generic GA charges made to BU's. Need to clarify with Finance, what approach is to be taken for TSD News
- Occupancy Changes are based on current ASN vols
- With effect from Nov 06 TSD have taken additional space (3rd floor NWCB 1250 sqm - at a cost of £6,802 /month). They will need to match the space they occupy on the Grand Floor (North West) of Building 140 (250 sqm) to accommodate their ongoing headcount growth.
- ASN is not currently charged separately for this service but may wish to do so post transfer of TSD News to Thales
- Unit charges are per individual
- Costs of TSD News are not attributable to TSD
- Provision of TSD News is not attributable to TSD
- TSD Headcount for TSD News is 1250 and TIL 161 sqm. TSD numbers are on our survey Oct 06 955 sqm + 25 sqm. All these numbers will need to be revised down the ongoing recruitment programme

Need to determine what if any of current office providers with business transfer to Thales

Need to migrate to ASN in order to ensure TSD News is Thales

Need to ensure problems of current process are not carried forward

Transfer of furniture assets from ASN to Thales, needs to be agreed

Proposed Service Schedule Agreement
Payroll Resources

Current Service Provision	Service Provision for NewCo	Service Provision Pre Transfer to Thales	Service Provision Post Transfer Thales
12.5% of 1 Payroll Manager providing a complete Manager payroll service	12.5% of 1 Payroll Manager providing a complete Manager payroll service	P45's will be produced and Part 1 will go to the IR, Part 1a will go to the employee and Parts 2 and 3 to Thales	To be agreed with Thales. Current expectation is we will provide a payroll service to the end of the month of the transfer.
12.5% of 1 Payroll Team Leader providing a generalist Payroll service	12.5% of 1 Payroll Team Leader providing a generalist Payroll service	Third party details will be provided for continuing deductions	We will produce yearend P35 & P60 to the day before transfer at year end.
12.5% of 1 Payroll Administrator providing a Payroll service	12.5% of 1 Payroll Administrator providing a Payroll service	List of all Pay and Deduction elements with rules will be provided	We will produce P11D at yearend to the day before transfer at normal P11D issue time
12.5% of 1 Payroll Administrator providing a generalist Payroll service	12.5% of 1 Payroll Administrator providing a generalist Payroll service	Spreadsheet to contain Core Payroll data	
		Spreadsheet of all previous pay and tax details with tax code and basis	Alcatel reserves the right to charge for additional payroll services post transfer to Thales
		Working week patterns if known (where applicable)	
	Cost £3,000 per month	List of non pensionable pay items	If the Alcatel Payroll Department are required to prepare any further monthly payrolls after the sale of the NewCo to Thales it will be charged at £3,000 per month.
		Copy payslips for 3 months prior to transfer date	After the day of transfer no other requirements have been identified but there may well be limited ad hoc queries to be addressed
		Payroll Reconciliation for 2/3 months dependant on transfer date	For any weeks between the transfer date and the end of the month when the payroll transfers a cross charge should be made based on the suggested amounts below
		Specifications for Pension and London Underground file/report	If there is a requirement to run an additional complete month after transfer then the charges will increase to include the cost of the payslip productions of 3,95€ per employee (this will be in addition to the £3,000 per month noted above).
	There will be no interim payroll set-up for the NewCo.	If a corporate confidentiality agreement has not been signed to cover the above mentioned items, then a UK specific one will need to be agreed to and signed by Thales	

Proposed Service Schedule Agreement
GP5, UK&I

Current Service Provision	Service Provision for NewCo	Monthly Cost £	Service Provision Post Transfer of ATSL to Thales If SAP Blue Planet system used by Thales	Monthly Cost £	Service Provision Post Transfer of ATSL to Thales - If Oracle system used by Thales	Cost
Issue of General Expense Purchase Orders	Current service level maintained	2,000	Current service level maintained	2,000	No Service	£40 per hour
Fleet Management Services	As for AT UK		Vehicles to be retained by ATL.		Vehicles to be retained by ATL.	
Travel Services	As for AT UK		No Service		No Service	
					To be agreed with Thales. Current expectation is that Thales may request an adhoc advisory service to be given for up to 3 months.	
	The above services will be provided to Alcatel Transport Solutions UK, between the time of the transfer from ATL UK				Following the transfer of ATSL UK to Thales, ATL UK, Purchasing dept will provide, upon request from Thales, an adhoc advisory service free of charge, for a maximum of 3 months post transfer, limited to a maximum of 5 hrs per month. Any advice requested, requiring longer than 5 hrs / month, will be charged at the rate of £45/hour.	

Current Service Provision	Monthly Cost	Service Provision for NewCo	Monthly Cost	Service Provision Post Transfer - If SAP Blue Planet system used by Thales	Monthly Cost	Service Provision Post Transfer - If Oracle system used by Thales	Cost
Treasury Management	£500	Treasury Management	£500	Treasury Management	£500	To be agreed with Thales. Current expectation is that Thales may request an adhoc advisory service to be given for up to 3 months.	£40 per hour
Hedging, Invoice discounting, Cashflow Management, etc)		(Hedging, Invoice discounting, Cashflow Management, etc)		(Hedging, Invoice discounting, Cashflow Management, etc)			
Financial Accounting	£800	Financial Accounting	£800	Financial Accounting	£800		
Cost allocations, accruals, prepayments, fixed assets, statutory reporting, etc)		(Interco Cost allocations, accruals, prepayments, fixed assets, statutory reporting, etc)		(Interco Cost allocations, accruals, prepayments, fixed assets, statutory reporting, etc)		Following the transfer of ATS UK to Thales, ATL UK, Finance dept will provide, upon request from Thales, an adhoc advisory service free of charge, for a maximum of 3 months post transfer, limited to a maximum of 10 hrs per month. Any advice requested, requiring longer than 10 hrs / month, will be charged at the rate of £40/hour.	
Taxation	£500	Taxation	£500	Taxation	£500		
(Vat, Corp Tax, Sub Contractors tax, duty deferral, etc)		(Vat, Corp Tax, Sub Contractors tax, duty deferral, etc)		(Vat, Corp Tax, Sub Contractors tax, duty deferral, etc)			
Controlling		Controlling		Controlling			
Preparation of month end financials for HFM, and local mgt reporting, interpretation and presentation of financial performance, discussion and progressing financial issues, Ongoing mgt of any financial issues that effect TSD	£3,300	Preparation of month end financials for HFM, and local mgt reporting, interpretation and presentation of financial performance, discussion and progressing financial issues, Ongoing mgt of any financial issues that effect TSD	£3,300	Preparation of month end financials for HFM, and local mgt reporting, interpretation and presentation of financial performance, discussion and progressing financial issues, Ongoing mgt of any financial issues that effect TSD	£3,300		
General support of the group on all mgt of data & systems		General support of the group on all mgt of data & systems		General support of the group on all mgt of data & systems			
Order Execution	844	Order Execution	844	Order Execution	844		
Validation		Validation		Validation			
Entry		Entry		Entry			
Procurement		Procurement		Procurement			
Ongoing management		Ongoing management		Ongoing management			
Billing		Billing		Billing			
Warehousing	250	Warehousing	250	Warehousing	250		
Receiving, put away, pick, pack, ship		Receiving, put away, pick, pack, ship		Receiving, put away, pick, pack, ship			
Warehouse Mgt. (Storage)		Warehouse Mgt. (Storage)		Warehouse Mgt. (Storage)			
Inventory Mgt. (cycle count/annual stock take)		Inventory Mgt. (cycle count/annual stock take)		Inventory Mgt. (cycle count/annual stock take)			
Distribution/Transport Management	141	Distribution/Transport Management	141	Distribution/Transport Management	141		
Inbound delivery		Inbound delivery		Inbound delivery			
Outbound delivery		Outbound delivery		Outbound delivery			
In transit tracking		In transit tracking		In transit tracking			
Cash Collections, Dispute Mgt. and Credit Mgt.	281	Cash Collections, Dispute Mgt. and Credit Mgt.	281	Cash Collections, Dispute Mgt. and Credit Mgt.	281		
Functional Management	450	Functional Management	450	Functional Management	450		
Order Execution		Order Execution		Order Execution			
Warehouse & Transport Mgt.		Warehouse & Transport Mgt.		Warehouse & Transport Mgt.			
Cash collections, dispute Mgt. And Credit Mgt.		Cash collections, dispute Mgt. And Credit Mgt.		Cash collections, dispute Mgt. And Credit Mgt.			
Reporting, Metrics, etc		Reporting, Metrics, etc		Reporting, Metrics, etc			
Process/people improvement and development		Process/people improvement and development		Process/people improvement and development			
Shared Service Centre		Shared Service Centre		Shared Service Centre			
Accounts Payable	£2,500	Accounts Payable	£2,500	Accounts Payable	£2,500		
(Invoice processing, Query management & Payment)		(Invoice processing, Query management & Payment)		(Invoice processing, Query management & Payment)			
Expenses	£500	Expenses	£500	Expenses	£500		
Recharges	£150	Recharges	£150	Recharges	£150		
Management & Review	£300	Management & Review	£300	Management & Review	£300		

Finance & OA Charge	£10,516 Finance & OA Charge	£10,516 Finance & OA Charge	£10,016
	Mark-up of 5%	£525.80 Mark-up of 5%	£500.80
Recharge for Finance & OA Charges	£10,516.00 Total Recharge for Finance & OA Charges	£11,041.80 Total Recharge for Finance & OA Charges	£10,516.80

Schedule 9
Net Assets Schedule

£

12010010 Current A/R-Outside-Gross-NIB-Trade-Reconcil acct	3,685,826
12050010 Current A/R-Inter Unit AA-NIB-Reconcil account	217,204
12050011 Curr A/R-Inter Unit AA-NIB-Correction acct	(160)
12520050 Unbilled receivables (BP)	6,594,253
12710010 Doubtful current A/R-Outside-NIB-Trade-Reserve	(7,819)
14810010 Customer oriented inventories - Non Standard items	8,116,755
15170045 Clearing account for charge to related party	117,400
23350010 Data processing equipment and network	103,998
23750010 Data processing infrastructure - Depreciation	(37,705)
32010010 Current A/P-Outside-Gross-NIB-Trade-Reconcil acct	(3,022,598)
32010011 Current A/P-Outside-Gross-NIB-Trade-Correct acct	(61,701)
32050010 Current A/P-Inter Unit-NIB-Reconciliation account	(627,851)
32050011 Current A/P-Inter Unit-NIB-Correction account	(40,408)
32660012 Current A/P - Goods received not billed-outside BP	(1,724,112)
33110010 Progr paym receiv-Down paym req to be paid-LTC-Out	3,060
33130010 Progr paym receiv-Down paym req issued-Outside-Oth	(9,764)
34110030 Accr Liabilities - Payroll- Bonus	(413,884)
34350020 Other accrued liabilities-GRA (R&D)	(1,035,095)
34370020 Accr Liab-Invoic receiv/Gds&Serv receiv(BP)	77,202
34370021 Accr Liab-Invoic receiv/Gds&Serv receiv(BP) - Corr	2,073,633
34380012 Accr Liab-Invoice received/Good&Srv received-T BP	(977,299)
36510012 Deferred income - Current - Deferred income spinof	(11,928,642)
38110010 Reserves for product sales-Provisions for warranty	(1,001,224)
38180020 Cost of completed contracts billed - Suppliers	(58,234)

42,833

ALCATEL

MONTHLY AUDIT FILE

12010010

ACCOUNT NAME

Auto Receivables - External

Period ENDED

12

Employee Responsible

Kathleen Campbell

Balance per spreadsheet/sub ledger

3,685,825.55

Balance per General Ledger

3,685,825.55

Difference

0.00

Balance in document currencies	
Sum of Amount in doc. curr.	
Curr.	Total
GBP	3,685,825.55
Grand Total	3,685,825.55

BRIEF SUMMARY OF GL BALANCE

Customer	AMOUNT GBP
Cerillion Construction Ltd t/a	51,482.21
Docklands Light Railway	192,136.75
Evai PLC	3,418.81
Network Rail Infrastructure Ltd	48,863.00
Sitrec	9,763.28
Tube Lines Ltd	3,425,176.67
WESTINGHOUSE RAIL SYSTEMS LIMITED	44,934.84
TOTAL	3,685,825.55

Act: ACTION TO BE TAKEN

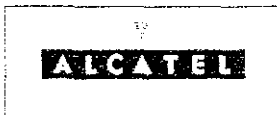
Employee confirmation

Authorised

Date

24/11/2006

[illegible]



MONTHLY AUDIT FILE

12050010

ACCOUNT NAME

Auto Receivables - Interunit

Period ENDED

11

Employee Responsible

Kathleen Campbell

Balance per spreadsheet/sub ledger

217,204.14

Balance per General Ledger

217,204.14

Difference

0.00

Balance in document currencies	
Sum of Amount in doc. curr.	
Curr.	Total
GBP	177,845.41
EUR	58,204.51
Grand Total	235,849.92

BRIEF SUMMARY OF GL BALANCE

Customer	AMOUNT GBP
ALCATEL CANADA INC. AUTOMATION	177,845.41
ALCATEL CIT	58,204.51
12010011 ALCATEL CIT REVALUATION	150.00
TOTAL	217,204.14

Act: ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

24/11/2006

[illegible]

ALCATEL**MONTHLY AUDIT FILE**

GL ACCOUNT 12520050

ACCOUNT NAME Unbilled receivables

Period ENDED

11

Employee Responsible

Stewart Richards

Balance per spreadsheet/sub ledger

£6,594,253.26

Balance per General Ledger

£6,594,253.26

Difference

£0.00

Balance in document currencies

EUR	
GBP	6,594,253.26
USD	

Balance by business division

TSDBD	6,594,253.26
	6,594,253.26

Cashflow Forecast

Period 1	
Period 2	
Period 3	
NCF	
	0.00

BRIEF SUMMARY OF GL BALANCE

Tubelines (see cert 40)	6,494,253.26
Tubelines (Items to be billed see cert 40)	100,000.00

TOTAL

6,594,253.26

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date



Tube Lines

Ref: JNUP-A-000-P-CON-00003

Attention of Mr C Fairman

Transport Solutions UK Limited
Ch Way

per 2006

JNUP-101.0-TLL-COO-01003

Certificate No. 40

In accordance with clause 51.1 of the *conditions of contract*, please find enclosed Payment Certificate No. 40 and Contract Payment Approval Form (CPAF) (blue and yellow copies) which outlines the following:

Amount due for payment period 40 is six million, four hundred and ninety four thousand, five hundred and fifty three pounds sterling and twenty six pence only (£6,494,253.26) plus VAT. Note: the sum of £100,000 continues to be withheld from the calculation for amount due for payment in accordance with *conditions of contract* clause 24, as originally stated in Payment Certificate 33.

In accordance with Option N of the conditions of contract, the cumulative amount for price to be added to the total of the Prices in respect of this payment certificate is eight hundred and sixty eight thousand, eight hundred and eighty six pounds and ninety six pence (£8,668,886.94).

Please include the purchase order reference **JIC2142/N395-N** on your invoice to enable the processing of your invoice by the Tube Lines accounts payable team.

Return the blue copy of the CPAF along with your VAT invoice to the Employer in accordance with *conditions of contract* clause 51.1A to:

Shaw
Company Limited
Rory Circus
Harf

Julie Shaw
Company's delegate
of Tube Lines Ltd

Phone: 020 7088 5550
julie.shaw@tubelines.com

Payment Certificate, including related documents

CONTRACT PAYMENT CERTIFICATE

JUBILEE AND NORTHERN LINE UPGRADE
Train Control System Contract JNUP-A-000-P-CON-00003

Alcatel Telecom Limited

40

Assessment Date

11-Nov-06

40

Forecast Date

30-Dec-06

40

Date of Issue of Payment Certificate

25-Nov-06

TRACT ONLY

ject to Fee

%

e

EXCLUSIVE OF VAT			INCLUSIVE OF VAT		
Cumulative	Previous	Amount Due	Cumulative	Previous	Amount Due
35,338,543.14	32,222,167.50	3,116,375.64	41,522,788.19	37,881,046.61	3,641,741.58
5,918,183.69	6,148,609.10	(232,425.41)	6,951,515.84	7,224,615.69	(273,099.85)
0.00	0.00	0.00	0.00	0.00	0.00
4,814,426.62	4,477,869.62	336,557.00	5,668,861.26	5,281,499.10	387,362.16
1,517,012.10	1,517,012.10	0.00	1,782,489.22	1,782,489.22	0.00
49,640,133.71	46,732,979.75	2,907,153.92	58,327,157.11	54,911,351.25	3,415,805.86
6,259,620.86	5,893,028.75	366,592.11	7,265,054.51	6,924,308.75	340,745.73
0.00	0.00	0.00	0.00	0.00	0.00
(A) 103,485,920.12	96,991,666.86	6,494,253.26	121,592,211.14	113,847,708.56	7,744,502.58
0.00	0.00	0.00	0.00	0.00	0.00
(B) 0.00	0.00	0.00	0.00	0.00	0.00
55,087.03	55,087.03	0.00	64,727.26	64,727.26	0.00
103,541,007.15	97,046,753.89	6,494,253.26	121,656,938.40	113,892,435.82	7,764,502.58

Analysis of Payment to Contractor			
	Cumulative	Previous	Amount Due
Work (A+B)	103,485,920.12	96,991,666.86	6,494,253.26
Retained Amount	(100,000.00)	(100,000.00)	0.00
Subtotal	103,385,920.12	96,891,666.86	6,494,253.26
Release of amount withheld in payment 27	0.00	0.00	0.00
VAT	18,092,536.02	16,956,041.70	1,136,494.32
Total incl. VAT	121,478,456.14	113,847,708.56	7,630,747.58
Interest Credit (Non Vatable)	0.00	0.00	0.00
Total	121,478,456.14	113,847,708.56	7,630,747.58

27/11/06
27. 11. 06

is and in accordance with clause 51.1 of the conditions of contract, I hereby certify six million, four hundred and ninety four thousand, two hundred six pence only (£6,494,253.26) exclusive of VAT.

TUBE LINES LIMITED

CONTRACTOR'S COPY TO BE RETURNED TO TUBE LINES LIMITED

CONTRACT PAYMENT APPROVAL FORM (blue)

No. 40

Contract Particulars:			
Contract number.	JNUP-A-000-P-CON-00003	Contract Sum	293,605,561.00
Brief description			
Jubilee and Northern Line Upgrade		Provisional Sum(s)/Dayworks	0.00
Train Control System Contract			293,605,561.00
Name and address of contractor/supplier		CEs Nos. .. to ..	20,433,299.31
Alcatel Telecom Limited		Other Costs	0.00
Christchurch Way		CPA / Fluctuations	8,668,886.94
Greenwich			
London		Total	322,707,747.25
SE10 0AG			

CPAF No. 40	Date: 11 November 2006	NOW DUE	Totals from last CPAF No. 39	Total carried to next CPAF
For work / supply carried out to:	30 December 2006			
1 (a) Contract award value		6,494,253.26	96,991,666.86	103,485,920.12
(b) Variations				
(c) Fluctuations				
(d) Other costs				
(e) Gross Payment Due		6,494,253.26	96,991,666.86	103,485,920.12
Less 2 Amount retained (CoC 50.3)			0.00	0.00
Less 3 Amount retained (CoC 24)		0.00	100,000.00	100,000.00
4				
5 Now Due		6,494,253.26	(9) Net sum retained	100,000.00
6 VAT		1,136,494.32		
7 Amount Payable including VAT		7,630,747.58	Net sum paid	103,385,920.12
Less 8(a) Liquidated & Ascertained Damages				
(b) Construction Industry Scheme (CIS) deductions				
9 Amount Payable when tax invoice received		7,630,747.58	Payment is due 30 days from receipt of Contractor's invoice.	

Details (if necessary)

TUBE LINES LIMITED ACCOUNTING ALLOCATION			AMOUNT
VAT indicator: 17.5%			VAT DUE
ACCOUNT	PER / COST CENTRE	WORK ACTIVITY / ASSET	
P2002	N395		6,494,253.26
TOTAL AMOUNT DUE			£7,630,747.58

1. <u>Prepared by:</u> <i>MS</i> Signature / Date: <i>27/4/06</i> Print name: Auto:	2. <u>Procurement Approval:(i)</u> Signature / Date: Print name: Auto: 3. <u>Accountable Manager Approval:(ii)</u> Signature / Date: <i>[Signature]</i> <i>27/4/06</i> Print name: <i>G. S. N. A. W.</i> Auto:	Note to Contractor It is a condition precedent to payment being made that a VAT invoice is received for the amount shown as Now Due (4) plus (5) = (6) Amount Payable The invoice should be forwarded with one copy of this form attached to Tube Lines Limited, Accounts Payable. 15 Westferry Circus, London, E14 4HD
Procurement Approval (i) must have relevant Delegated Procurement Authority.	Accountable Manager Approval (ii) must be included on the Tube Lines Authorised Signatories Database.	

Jubilee and Northern Line Upgrade			CPAF No.	40
Train Control System Contract				
Contract No:	JNUP-A-000-P-CON-00003		Date:	11/11/2006
Name and address of contractor/supplier				
Alcatel Telecom Limited				
Christchurch Way				
Greenwich				
London				
SE10 0AG				
CONTRACT VALUE			293,605,561.00	
DAYWORKS				
PROVISIONAL SUMS				
SUB-TOTAL			293,605,561.00	
ADD/OMIT	COMPENSATION EVENTS		20,433,299.31	
	OTHER COSTS			
	CPA / FLUCTUATIONS		1,866,887	
	ESTIMATED FINAL COST £		322,707,747	
COMPENSATION EVENTS' REGISTER DETAILS				
ISSUE DATE	CE NO.	DESCRIPTION	AMOUNT (£)	
			OMIT	ADD
04-Nov-03	ICE 01	Difference in exchange rate and currency hedge rate		3,976,208
10-Dec-03	ICE 02	Provision of Performance Bond	3,070,519	
08-Mar-04	ICE 05	Revised Completion Date		262,801
02-Sep-05	ICE 12	Delinking of SMD MCS / DCS		2,676,148
14-Dec-04	ICE 13	Changes to QUENSH rev 12		7,272
28-Jul-04	ICE 15	Installation of PAC equipment at HTF		9,665
12-Oct-04	ICE 16	Changes to QUENSH rev 12		9,357
30-Jun-04	ICE 17	Feasibility study for optical fibre usage		34,000
30-Jun-04	ICE 19	Cable route survey		312,742
15-Sep-04	ICE 20	Use of TAPAS: Engineering Safety Cases		269,604
14-Dec-04	ICE 23	Reduced functionality of BSOC		(203,882)
11-Aug-05	ICE 27	Deletion of WI 2 clause 6.5.6.2 i) Workstation Functions		(14,918)
01-Oct-04	ICE 28	Change to WI 2 clause 7.7.4.3 Distribution of as-built designs		(40,733)
27-Jul-04	ICE 30	Engineer's trains fitted with TBTC Equipment		434,737
15-Sep-04	ICE 31	Review of LUL Standards		7,674
12-Oct-04	ICE 32	Attendance at Presentation and CDR training at 15 WFC		2,201
12-Oct-04	ICE 33	Attendance by Kinjo & Morar at London 29 & 30th September 2004 + 01 October 2004		4,493
10-Nov-04	ICE 41	Initial review of proposed resequenced commissioning		22,417
05-Sep-05	ICE 43	VOBC shall interface directly to a Train Carried Incident Recorder		581,386
13-Dec-04	ICE 46	Centralisation of Vehicle Control Centres (VCCs)		7,021,672
13-Dec-04	ICE 47	Degraded Mode Control		448,410
11-Aug-05	ICE 48	Review of LUL Standards for 2005 changes to App.4		9,649
11-Aug-05	ICE 49	Provision of training in Toronto "Seltrac baseline for TBTC"		11,189
08-Dec-05	ICE 58	Advanced Demos		475,549
16-Mar-06	ICE 61	Delete the requirement for a Universal Time Signal reference		35,066
03-Jan-06	ICE 68	Remote Terminal connections		337,130
31-Jan-06	ICE 75	CCCP works		4,716,961
21-Jun-06	ICE 37	LUL Standard 2-01018-005 Safety-related Software Engineering in WI2 Appendix 4		603,376
17-Jul-06	ICE 12	Implementation of Option 7 - SWIM - Stage Work Integration Manager (CCCP)		225,086
26-Sep-06	ICE 71	Revisions to UPS IP Rating		(74,624)
30-Aug-06	ICE 84	Frustrated Access		23,540
29-Aug-06	ICE 84	Wembley Park Improvement works		201,848
30-Aug-06	ICE 104	Changed requirements for the Train Operator Display		787,587
19-Oct-06	ICE 105	Provision of EDF Key Holder for West Ham		11,235
11-Sep-06	ICE 109	CCCP - Back-up Control Centre		319,173
			3,070,519	23,503,818
			NET TOTAL £	20,433,299

MONTHLY AUDIT FILE

GL ACCOUNT

12710010

ACCOUNT NAME

Doubt Pay Provisions

Period ENDED

11

Employee Responsible

Stewart Richards

Balance per spreadsheet/sub ledger

-7,819.37

Balance per General Ledger

-7,819.37

Difference

Balance in document currencies

EUR	
GBP	-7,819.37

Balance by business division

TSDBD	-7,819.37
Grand Total	-7,819.37

BRIEF SUMMARY OF GL BALANCE

Specific Provision

General Provision

-7,819.37

FX

-7,819.37

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

Spec/Gen	General
----------	---------

Sum of Amount in local cur.	
BD	Total
TSDBO	27,819.37
Grand Total	-7,819.37

Date	Account	Description	Name of account	Actual
C/12/0005	12010010	RECEIVABLES TRADE	C A/R-Out-G-NIB-T-RA	3,685,825.55
		Tubelines (to be discounted)		3,425,179.97
		Net AR		260,645.58
		3%		7,819.37
		Q3 position		-4,789.37
		MOVEMENT		-3,030.00

ALCATEL**MONTHLY AUDIT FILE**

GL ACCOUNT 15170045

ACCOUNT NAME Other Receivables

Period ENDED

24.11.2006

Employee Responsible

Kathleen Campbell

Balance per spreadsheet/sub ledger

£117,400.02

Balance per General Ledger

£117,400.02

Difference

£0.00

Balance in document currencies

EUR	0.00
GBP	117,400.02
USD	0.00

BRIEF SUMMARY OF GL BALANCE

Settlement of Internal Orders 117,400.02

fx revalues 0.00

TOTAL

117,400.02

ACTION TO BE TAKEN

Look into "Clear TSD SD items and clear down"

Employee confirmation

Authorised

Date

Kathleen Campbell

TELEVISION

[illegible]

117,400.02

117,400.02

00.0

'Attach all backup as appropriate ie subledgers, schedules, invoices etc..

TSD PC Listing per Chris Waddington

UPI	First name	M	Last Name	Known as	PC Type	PC Model	PC Asset #	NBV
DWT602167	Mike		Karost		Desktop S	D630-S	8590	0
DWT602350	Sean		Ameron		Desktop S	DC7800-S	8596	0
DWT601001	Patrick		Young		Desktop T	DC7100-T	9037	0
DWT602490	Steve		Carroll		Laptop S	NC6000-S	181209	0
DWT602241	Dave		Arnold		Desktop S	D630-S	181218	158.21
GP0450055	Gerdie		Newton		Desktop T	DC7100-T	181224	0
DWT602344	Julian		Self		Desktop S	DC7100-T	181225	0
DWT601057	Lee		Reeve		Desktop T	DC7100-T	181226	0
DWT606831	John	F	Currens	John	Laptop S	NC6000-S	181227	158.21
DWT602482	Asa		Wheeler		Laptop S	NC6000-S	181231	0
DWT602787	Haddy	M	Rasnid	Haddy	Laptop S	NC6000-S	181233	158.21
DWT601374	Thomas		Horsfield		Laptop S	NC6000-S	181233	158.21
DWT602466	Nel		Morre		Laptop S	NC6000-S	181243	0
GP0450515	Shelia		Britton		Desktop S	DC7100-S	181270	158.21
DWT602316	Dige		Yateh		Desktop S	DC7100-S	181274	158.21
GP0450515	Shelia		Britton		Desktop S	DC7100-S	181277	158.21
DWT6042181	Ian		Streeter	Ian	Laptop S	NC6000-S	181304	299.3
DWT602499	Robert		Marney		Laptop S	NC6000-S	181319	316.43
DWT602049	Anthony		Smith	Tony	Laptop S	NC6000-S	181343	299.3
DWT602066	Richard		Brown		Laptop S	NC6000-S	181357	299.3
DWT601897	Tim		Cusk		Laptop S	NC6000-S	181374	299.3
DWT6042276	Ali		Hasnani	Ali	Laptop S	NC6000-S	181393	299.3
DWT601947	Robert		Lerner		Laptop S	NC6120-S	181401	299.3
DWT602472	Kate		Ford		Laptop S	NC6000-S	181403	299.3
EM0000980	Simon	F	Jones		Laptop S	NC6000-S	181404	299.3
EM0000575	Mark		Hainaty		Laptop S	NC6000-S	181413	299.3
DWT602131	Maicolm		Devereux		Laptop S	NC6000-S	181431	299.3
DWT602304	Angela		Rico		Desktop S	DC7100-S	181474	260.07
DWT601309	Waney		Gibson		Desktop S	DC7100-S	181475	260.07
DWT602465	Dave		Burrows		Laptop S	NC6000-S	181484	274.96
GP0444279	Bernard		Tracey		Desktop S	DC7100-S	181527	260.07
DWT601887	Andrew	W	Jackson	Andy	Laptop S	NC6000-S	181526	260.07
DWT606893	Mark	D	Townsend	Mark	Laptop S	NC6000-S	181531	260.07
GP0450890	Stephen	N	Goodwin	Steve	Laptop S	NC6000-S	181532	260.07
DWT602410	Ulupi		Patei		Desktop S	NC6120-T	181544	260.07
DWT603871	William	H	Kiery	Bill	Desktop S	DC7100-S	181545	260.08
DWT601860	Paul		Staines		Laptop S	NC6120-S	181574	325.58
DWT601060	Paul		Wardman		Laptop S	NC6120-S	181505	260.46
DWT602466	Steve		Heard		Laptop S	NC6120-S	181625	307.09
DWT606876	George	C	Lau	George	Laptop S	NC6120-S	181627	290.46
DWT601478	Peter		Salt		Laptop S	NC6120-S	181642	290.47
DWT605947	Mathew		Rea		Laptop S	NC6120-S	181645	290.46
DWT60726	David	J	Swain	David	Laptop S	NC6120-S	181660	290.47
DWT601959	Michael		Sullivan		Laptop S	NC6120-S	181672	290.47
DWT601062	Kellie		Judd		Laptop T	NC6120-T	181674	290.47
DWT600649	David		Kaufman		Laptop S	NC6120-S	181682	290.47
DWT602295	Monneal		Margree		Laptop T	NC6120-T	181698	305.41
DWT602258	Paul		Sheeran		Desktop S	DC7100-S	181742	305.41
DWT602471	Jacqui		Cooney		Desktop S	DC7600-S	181760	309.51
DWT60811	Steven	A	Waine	Steve	Desktop S	DC7600-S	181753	309.51
DWT601896	Andrew		Mynott		Laptop S	NC6120-S	181768	431.82
DWT60753	Alan		Clark	Alan	Laptop S	NC6120-S	181770	431.82
DWT60895	David		Preston	David	Laptop S	NC6120-S	181771	431.82
DWT60890	Daniel		Quant	Dan	Laptop S	NC6120-S	181778	431.82
DWT601825	Kevin		Garity		Laptop S	NC6120-S	181784	431.82
DWT601080	Kieran		Mulready		Laptop S	NC6120-S	181785	431.82
DWT60930	Frank		MacGregor		Laptop S	NC6120-S	181787	431.82
DWT60794	Ryan		Difford	Ryan	Laptop S	NC6120-S	181789	431.82
DWT601887	Craig		Wake		Laptop S	NC6120-S	181793	431.82
DWT602009	Paul		Difford		Laptop S	NC6120-S	181796	431.82
DWT602297	Robbert		McTaggart		Laptop S	NC6120-S	181802	431.82
DWT60310	David	S	Kanyon	David	Laptop S	NC6120-S	181858	426.84
DWT60753	Alan		Clark	Alan	Laptop S	NC6120-S	181856	426.84
DWT60947	Matthew		Rea		Laptop S	NC6120-S	181861	426.84
DWT601678	Anthony		Prenice		Laptop S	NC6120-S	181867	426.84
DWT602293	Steve		Gniffiths		Laptop S	NC6120-S	181868	426.84
DWT60934	David		McBride		Laptop S	NC6120-S	181870	426.84
DWT601969	Stephen		Langford		Laptop S	NC6120-S	181872	426.84
DWT60936	Roo		Murray		Laptop S	NC6120-S	181874	426.84
DWT60635	Graham		Mudie		Laptop S	NC6120-S	181875	426.84
DWT602140	David		Carpenter		Laptop S	NC6120-S	181879	426.84
DWT601968	Michael		Brouder		Laptop S	NC6120-S	181880	426.84
DWT601574	Bob		Jacobs		Desktop S	DC7800-S	181882	261.09
EM0000802	Bia		Osborne		Desktop S	DC7800-S	181882	261.09
AG0901001	Daniel		Boizard		Desktop S	DC7600-S	181891	261.09
GP0450815	Shelia		Britton	Shelia	Desktop S	DC7600-S	181892	261.09
DWT602388	Barry		Kiery		Desktop S	DC7600-S	181900	261.09
DWT603943	Paul		Carrar		Laptop S	NC6120-S	181923	457.93
DWT608822	Abhijit		Vaidya	Abhijit	Laptop T	NC6120-T	181924	457.93
DWT602452	Jeff		Edwards		Laptop S	NC6120-S	181925	457.93
DWT60948	Michael		Campion	Mike	Laptop S	NC6120-S	181928	457.93
EM0000838	Fuad		Rehman	Fuad	Laptop S	NC6120-S	181937	457.93
DWT602068	Gordon		Dikot		Laptop S	NC6120-S	181938	457.93
DWT609342	Andrew		Esstham		Laptop S	NC6120-S	181947	457.93
DWT601888	Ken		Paschett		Laptop S	NC6120-S	181948	457.93
DWT603536	Peter		Knight		Laptop S	NC6120-S	182023	474.78
DWT601378	Melanie	L	Collins	Melanie	Laptop S	NC6120-S	182025	474.78
DWT60947	Marrew		Rea		Laptop S	NC6120-S	182038	474.78
DWT60947	Marrew		Rea		Laptop S	NC6120-S	182038	474.78
DWT603257	Andrew		Brooker	Andy	Desktop S	DC7800-S	182059	239.22
DWT602002	Ian	S	Robertson		Desktop S	DC7800-S	182054	239.22
DWT602287	Jay		Pate		Desktop S	DC7800-S	182055	248.57
DWT601760	Murphy		Hawkins		Laptop S	NC6120-S	182057	439.21

EM0006676	Ben	Buchanan	Laptop S	NC6120-S	182059	502.15
DWT602135	Peter	McNamara	Laptop S	NC6120-S	182064	502.11
DWT602947	Matthew	Rea	Laptop S	NC6120-S	182067	502.11
DWT602091	Nigel	Dodman	Laptop S	NC6120-S	182069	502.11
DWT602945	John	Bonsnor	Laptop S	NC6120-S	182070	502.11
DWT602102	Floyd	Slake	Laptop S	NC6120-S	182072	502.11
DWT602947	Matthew	Rea	Laptop S	NC6120-S	182079	502.11
DWT602947	Matthew	Rea	Laptop S	NC6120-S	182080	502.11
DWT6021630	Richard	Hinds	Laptop T	NC6120-T	182081	488.8
DWT602730	Jennie	Carson	Laptop S	NC6120-S	182088	539.82
DWT6021025	Philip	Comber	Laptop S	NC6120-S	182089	522.62
JZ0020179	Yiyi	Lee	Laptop S	NC6120-S	182091	522.62
DWT6021004	Sam	Man	Laptop S	NC6120-S	182093	522.62
DWT6021010	Alan	Ogden	Laptop S	NC6120-S	182096	522.62
DWT6021003	Nail	Smith	Laptop S	NC6120-S	182097	522.62
DWT6021061	Asim	Shabbir	Laptop T	NC6120-T	182099	522.62
DWT6022461	Alan	James	Laptop T	NC6120-T	182104	539.56
DWT602379	Philip	Sutton	Laptop T	NC6120-T	182105	539.56
DWT602356	Aaron	Amos	Laptop S	NC6120-S	182108	539.56
DWT6023345	Robert	Faux	Laptop S	NC6120-S	182109	522.62
EM0006537	Sarah	Tolley	Desktop S	D530-S	182110	539.56
EM0006049	Norman	Speake	Laptop S	NC6120-S	182131	585.55
DWT6021017	Christopher	Barclay	Laptop S	NC6120-S	182132	585.55
DWT602171	John	Blewfield	Laptop S	NC6120-S	182133	585.55
DWT6021031	David	Jewiss	Laptop S	NC6120-S	182134	585.55
DWT6021024	Tom	Ray	Desktop T	NC6120-T	182141	604.57
DWT6021859	Cerek	Burgess	Desktop S	DC7100-T	182143	458.53
DWT6022484	Salim	Nami	Desktop T	DC7100-T	182145	458.5
DWT602249	Kevir	Rayner	Desktop T	DC7100-T	182146	444.66
DWT602282	Phil	Egan	Laptop S	NC6120-S	182150	444.66
DWT6021059	Jason	Kirschner	Laptop S	NC6120-S	182153	444.66
DWT6021038	Stephen	Passingham	Laptop S	NC6120-S	182154	444.66
DWT6021037	Devon	Symister	Laptop S	NC6120-S	182155	444.66
GP0071661	Manjit	Kumar	Laptop S	NC6120-S	182156	444.66
DWT6021053	Allan	Clerke	Desktop S	DC7600-S	182158	444.66
DWT6021053	Allan	Clarke	Desktop S	DC7600-S	182159	444.66
DWT6021053	Allan	Clarke	Desktop S	DC7600-S	182160	444.66
DWT6021053	Allan	Clarke	Desktop S	DC7600-S	182161	444.66
DWT602376	Stuart	Munday	Desktop T	DC7100-T	182162	458.5
	AN	Other	Laptop S	NC6120-S	182167	444.66
GP0450055	Carole	Newson	Laptop S	NC6120-S	182171	458.5
DWT602298	Ian	Williams	Laptop S	NC6120-S	182175	270.19
DWT602264	Lucyanna	Rice	Laptop S	NC6120-S	182177	311.16
DWT602382	David	Clack	Laptop S	NC6120-S	182180	320.86
DWT6022406	Shirastor	Baptist	Laptop S	NC6120-S	182185	533.45
DWT602380	Albert	Love	Laptop S	NC6120-S	182196	533.45
DWT602406	David	Burton	Laptop S	NC6120-S	182197	533.45
DWT602285	David	Bence	Laptop S	NC6120-S	182198	533.45
DWT602431	Senaka	Kanathigoda	Laptop S	NC6120-S	182200	533.45
DWT602298	Paul	Whitson	Laptop S	NC6120-S	182201	533.45
DWT602384	Sanjeev	Rathi	Laptop S	NC6120-S	182209	516.33
DWT602057	Ian	Anderson	Laptop S	NC6120-S	182212	533.45
DWT602405	Tony	Linnel	Laptop S	NC6120-S	182213	533.45
DWT602367	Robert	Li	Laptop S	NC6120-S	182214	533.45
DWT602430	Charendra	Wagiani	Laptop S	NC6120-S	182215	533.45
DWT602435	Richard	Rush	Laptop S	NC6120-S	182217	533.45
DWT602375	Robin	Dajee	Laptop S	NC6120-S	182218	533.45
DWT6021002	Carole	Ballard	Laptop T	NC6120-T	182219	533.45
DWT6021025	Deimar	Weale	Laptop S	NC6120-S	182220	533.45
DWT6021040	Michelle	Garvey	Laptop S	NC6120-S	182221	533.45
DWT602377	Josh	Ahmed	Laptop S	NC6120-S	182222	533.45
DWT602346	Manjit	Kera	Laptop S	NC6120-S	182225	516.33
DWT602407	Ben	Djandash	Laptop S	NC6120-S	182228	533.45
DWT602893	Adewale	Babalola	Laptop S	NC6120-S	182236	533.45
DWT602895	David	Mickleburgh	Laptop S	NC6120-S	182237	533.45
DWT602899	Susan	Parker	Laptop T	NC6120-T	182236	281.05
DWT602958	Andy	Billington	Laptop T	NC6120-T	182241	281.19
DWT602440	Michael	Hobbs	Desktop T	DC7100-T	182245	281.19
DWT602455	Alyson	Boreham	Desktop T	DC7100-T	182246	281.19
DWT602412	Paramasewar	Menon	Desktop T	DC7100-T	182248	571
DWT602154	Kath	Durk	Desktop S	DC7600-S	182251	281.19
DWT602200	Peter	Grey	Desktop S	DC7600-S	182263	330.4
DWT602556	Julia	Gooting	Desktop S	DC7600-S	182264	330.4
DWT6021045	Mangesh	Kode	Laptop T	NC6120-T	182266	330.4
DWT602997	Ajar	Menon	Laptop T	NC6120-T	182267	322.9
DWT602378	Dean	Ford	Desktop T	D530-T	301786	0
DWT602337	Mark	Wiernowski	Laptop S	NC6000-S	301817	126.39
DWT6021854	Andrew	Daiglelan	Laptop S	NC6000-S	301826	126.39
DWT602130	Peter	Tapner	Laptop S	NC6120-S	301830	126.39
DWT6021071	John	Haile	Laptop S	NC6000-S	301832	126.39
DWT6021573	Mary	Sullivan	Desktop S	D530-S	301838	126.39
DWT6021072	Thomas	Godfrey	Laptop S	NC6000-S	301839	126.39
DWT6021358	Lari	Windle	Laptop T	NC6000-T	301840	126.39
DWT6021073	Paul	Nelson	Laptop S	NC6000-S	301883	73.97
DWT60214253	Christophe	Fairman	Laptop S	NC6000-S	302112	158.21
DWT60214250	Vic	Monih	Laptop S	NC6000-S	302138	158.21
DWT6021375	Gary	Rogers	Laptop T	NC6000-T	302144	120.13
EM0006765	Andre	Steenkamp	Laptop T	NC6000-T	302145	120.13
DWT6021001	Jeremy	Hopper	Laptop T	NC6000-T	302147	120.13
DWT60210735	Tolga	Yusuf	Laptop S	NC6000-S	302152	120.13
DWT60210764	Samuel	Jacques	Laptop S	NC6000-S	302153	120.13
DWT60210744	Timothy	Brooks	Laptop S	NC6000-S	302154	120.13
DWT60210750	William	Bradford	Desktop S	D530-S	302165	158.21
DWT60210562	Brian	Macy	Laptop S	NC6000-S	302211	21.75

Total: N2M @ 24.11.2006

56292.7



MONTHLY AUDIT FILE

32010010
32050010

ACCOUNT NAME

Auto Payables

Period ENDED 11

Employee Responsible

Kathleen Campbell

Balance per spreadsheet/sub ledger -3,650,449.25

Balance per General Ledger -3,650,449.25

Difference 0.00

Balance in document currencies	
Sum of Amount in doc. curr.	
Curr.	Total
CAD	-391,308.83
EUR	-255,683.06
GBP	-3,027,721.51
USD	-8,239.37
Grand Total	-4,282,953.77

BRIEF SUMMARY OF GL BALANCE		
GL ACCOUNT	BALANCE GL	AMOUNT GBP
32010010 A - Payable - Outside - Local		-3,022,597.76
32050010 A - Payable - Alcatel - Local		-627,851.49
TOTAL		-3,650,449.25

Act	ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

mbsur.			
	Name	Curr.	Total
5000502	MICROLEASE PLC	GBP	(465.30)
5007419	FARNELL ELECTRONIC COMPONENTS	GBP	(2,045.49)
5008148	S JOHNSON	GBP	(1,201.12)
5009538	ICEE LIMITED	GBP	(54,367.27)
5009580	ALLPORT LTD	GBP	(8,176.26)
5009648	GREENHAM TRADING LTD	GBP	(1,152.27)
5009677	MOUCHEL PARKMAN GROUP LTD	GBP	(1,990,377.77)
5009703	PENARTH MANAGEMENT	GBP	(4,183.00)
5009732	STORM TECHNOLOGIES LTD LTD	GBP	(1,939.91)
5029764	RADIO SPARES COMPONENT LTD (P)	GBP	(1,398.19)
5029830	CATALIS RAIL TRAINING LTD	GBP	0.00
5029851	FEDEX	GBP	(121.69)
5029898	CONNELLS RELOCATION SERVICES	GBP	1,213.22
5029912	ANIXTER UK LTD	GBP	(11,032.25)
5029947	REAL TIME CONSULTANTS LTD	GBP	(11,280.00)
5029961	SERVICE POINT UK ACCOUNTS LTD	GBP	(3,230.97)
5032682	ALD AUTOMOTIVE	GBP	(1,381.28)
5036869	BENTLEY SYSTEMS UK LTD LTD	GBP	(91,715.26)
5036932	AEI CABLES LIMITED	GBP	(160,715.86)
5037582	NEXANS UK LIMITED	GBP	(353,575.29)
5043888	SOLUTIONS TECHNOLOGY LTD LTD	GBP	(3,536.75)
5043915	BRAND-REX LIMITED	GBP	(8,109.69)
5045324	HOWELLS RAILWAY PRODUCTS LIMITED	GBP	(34,686.03)
5047981	CRAIG & DERRICOTT LTD LTD	GBP	(12,024.02)
5048192	ROWE HANKINS COMPONENTS LTD LTD	GBP	(314.32)
5049580	NATIONAL RAILWAY SUPPLIES LTD	GBP	(12,778.62)
5049717	METRONET RAIL SSL	GBP	(180.83)
5052391	MAINFRAME COMMUNICATIONS LTD.	GBP	(5,922.00)
5053939	VECTRA GROUP LTD	GBP	(1,664.32)
5057340	MOTT MACDONALD LIMITED LTD	GBP	0.00
5057970	FINCHPALM LTD	GBP	(13,312.75)
5062223	CHLORIDE POWER PROTECTION LTD	GBP	(110,722.60)
5062365	HUMAN ENGINEERING LIMITED	GBP	(7,520.00)
5063031	WESTINGHOUSE RAIL SYSTEMS LIMITED	GBP	(67,783.06)
5067560	AB CONNECTORS LIMITED LTD	GBP	(2,998.01)
5069017	EDWARDES BROS (DULWICH) LTD	GBP	(362.00)
5070008	CARILLION CONSTRUCTION LTD	GBP	(4,657.98)
5071124	ACHILLES INFORMATION LTD LTD	GBP	(21,737.50)
5071525	WEIDMULLER LTD	GBP	(17,741.33)
			(3,022,597.76)

[illegible]

[illegible]

ALCATEL

MONTHLY AUDIT FILE

GL ACCOUNT 32010011

ACCOUNT NAME Payable Outside - Local(Manual)

Period ENDED

11

Employee Responsible

Kathleen Campbell

Balance per spreadsheet/sub ledger

-61,701.44

Balance per General Ledger

-61,701.44

Difference

0.00

Balance in document currencies	
Sum of Amount in doc. curr.	
Curr.	Total
GBP	-61,701.44
(blank)	
Grand Total	-61,701.44

BRIEF SUMMARY OF GL BALANCE

MANUAL AP ACCRUALS MEND	-61,701.44
Subledger revaluation	0.00
32010011 - Valuation by 20060224	0.00
Clear TSD BD Items	0.00

-61,701.44

ACTION TO BE TAKEN



MONTHLY AUDIT FILE

GL ACCOUNT

32050011

ACCOUNT NAME

ALCATEL AP ACCRUALS E

Period ENDED

25.11.2006

Employee Responsible

Kathleen Campbell

Balance in document currencies

CAD	-72,079.70
GBP	-7,478.74
USD	0.00

Balance per spreadsheet/sub ledger

-40,407.63

Balance per General Ledger

-40,407.63

Difference

0.00

BRIEF SUMMARY OF GL BALANCE

32050011 - Valuation	0.00
Inter-unit AP Accruals	-33,891.87
AP Sub ledger revaluation	-5,515.76
	-40,407.63

ACTION TO BE TAKEN

Employee confirmation

Kathleen Campbell

Authorised

Date

[illegible]

ALCATEL**MONTHLY AUDIT FILE**

GL ACCOUNT

Data Element C4080000

ACCOUNT NAME

Accrued Payables Trade

Period ENDED

November 24, 2006

Employee Responsible

Simon Wheeler

Balance in document currencies	
CAD	894,270.66
EUR	(763,891.99)
GBP	(426,062.47)
SGD	0.00
USD	12,774.25

Balance per spreadsheet/sub ledger

(£550,575.96)

Balance per General Ledger

(£550,575.96)

Difference

£0.00

Balance by business division	
All BD's should have a credit balance	
OND	0.00
AND	0.00
CTO	0.00
ESD	0.00
FSD	0.00
IPD	0.00
ISD	0.00
MRD	0.00
MSD	0.00
OTH	0.00
TSD	(550,575.96)
UNSD	0.00
WTD	0.00
	(550,575.96)

Balance by Account	
32660012	(1,724,111.90)
32660020	0.00
34370020	77,201.69
34370021	2,073,633.15
34380012	(977,298.90)
34399020	0.00
	(550,575.96)

BRIEF SUMMARY OF GL BALANCE

DEBIT BAL	7,077.43
GOODS / NO INVOICE	(559,009.15)
I-U ACCRUALS	0.00
ISIS Residual	
OTHER ME ACCRUALS	0.00
TSD Items not cleared	0.00
FX REVAL	1,355.76
TOTAL	(550,575.96)

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

28-Nov-2006

Year	Amount in doc. curr.	Curr.	Account	Amount in local cur.
*	1.724.111,90-	GBP	32660012	1.724.111,90-
*	0,00	CAD	32660020	0,00
	0,00	GBP		
	0,00	USD		
*	894.270,66	CAD	34370020	77.201,69
	763.891,99-	EUR		
	201.715,18	GBP		
	12.774,25	USD		
*	0,00	CAD	34370021	2.073.633,15
	0,00	EUR		
	2.073.633,15	GBP		
	0,00	USD		
*	977.298,90-	GBP	34380012	977.298,90-
*	0,00	GBP	34399020	0,00
**	894.270,66	CAD		550.575,96-
	763.891,99-	EUR		
	426.062,47-	GBP		
	12.774,25	USD		

Fiscal Year: 2006 - Period: 001 to 011

Company Code: 4581

Run Version: 001 - Date: 29.11.2006 - Time: 16:44:13

Data in Controlling area currency (GBP)

Profit Center (Group): 033

Selected Item: 001/001/0000 - Display mode: Direct

Data element	Data element description	SEP	IS13	K313	W113	F113	U113	H113	R113	M113	CH13	T113	Z113
* C4080000	34390012 (EXCLUDED REVENUES - TRAD)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* C4080000	34380012 (EXCLUDED REVENUES - TRAD)	977,298.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	977,298.90	0.00
* C4080000	34370021 (EXCLUDED REVENUES - TRAD)	2,073,633.15	0.00	200.22	0.00	0.00	515,578.24	78.59	0.00	0.00	0.00	1,557,506.28	269.72
* C4080000	34370020 (EXCLUDED REVENUES - TRAD)	77,201.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,201.69	0.00
* C4080000	32660020 (EXCLUDED REVENUES - TRAD)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* C4080000	32660012 (EXCLUDED REVENUES - TRAD)	1,774,111.90	0.00	200.22	0.00	0.00	165,359.85	78.59	0.00	0.00	0.00	1,578,203.52	269.72
**		550,575.96	0.00	0.00	0.00	0.00	370,218.49	0.00	0.00	0.00	0.00	920,794.45	0.00

4800080061190	A001200	34370020	(105.00)	0.00	(105.00)	0.00
480008443410	A001200	34370020	(106.08)	0.00	(106.08)	0.00
480008713420	A001200	34370020	(108.67)	0.00	(108.67)	0.00
450090007710	A001200	34370020	(113.04)	0.00	(113.04)	0.00
480007118520	A001200	34370020	(121.17)	0.00	(121.17)	0.00
450011245840	A001200	34370020	(130.99)	0.00	(130.99)	0.00
480007769510	A001200	34370020	(132.08)	0.00	(132.08)	0.00
480008821220	A001100	34370020	(137.55)	0.00	(137.55)	0.00
480008821230	A001100	34370020	(137.55)	0.00	(137.55)	0.00
480007769410	A001200	34370020	(148.77)	0.00	(148.77)	0.00
480008851710	A001200	34370020	(160.00)	0.00	(160.00)	0.00
480007118530	A001200	34370020	(162.40)	0.00	(162.40)	0.00
480007319530	A001200	34370020	(176.88)	0.00	(176.88)	0.00
480008443420	A001200	34370020	(181.68)	0.00	(181.68)	0.00
430001109120	A001200	34370020	(192.29)	0.00	(192.29)	0.00
480008287910	A001200	34370020	(199.00)	0.00	(199.00)	0.00
430001366920	A001200	34370020	(200.00)	0.00	(200.00)	0.00
430002298410	A001200	34370020	(200.00)	0.00	(200.00)	0.00
480008821210	A001100	34370020	(203.30)	0.00	(203.30)	0.00
4500186632110	A001100	34370020	(215.44)	0.00	(215.44)	0.00
480008232230	A001100	34370020	(220.36)	0.00	(220.36)	0.00
480007118510	A001200	34370020	(227.50)	0.00	(227.50)	0.00
480008855130	A001200	34370020	(245.00)	0.00	(245.00)	0.00
480008443610	A001200	34370020	(250.80)	0.00	(250.80)	0.00
480006112320	A019800	34370020	(295.00)	0.00	(295.00)	0.00
480007594420	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594430	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594440	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594450	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594460	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594470	A001100	34370020	(339.16)	0.00	(339.16)	0.00
480007594480	A001100	34370020	(339.16)	0.00	(339.16)	0.00
430002173590	A001200	34370020	(375.00)	0.00	(375.00)	0.00
4300021735100	A001200	34370020	(425.00)	0.00	(425.00)	0.00
480006533130	A001200	34370020	(450.00)	0.00	(450.00)	0.00
480005331450	A001200	34370020	(500.00)	0.00	(500.00)	0.00
480006058310	A001200	34370020	(500.00)	0.00	(500.00)	0.00
420003236720	A001200	34370020	(539.76)	0.00	(539.76)	0.00
450090010810	A001200	34370020	(544.83)	0.00	(544.83)	0.00
420003236710	A001200	34370020	(547.94)	0.00	(547.94)	0.00
480005280430	A001200	34370020	(552.00)	0.00	(552.00)	0.00
430001086630	A001200	34370020	(575.77)	0.00	(575.77)	0.00
430002897870	A001200	34370020	(780.00)	0.00	(780.00)	0.00
430001119520	A001200	34370020	(800.00)	0.00	(800.00)	0.00
450014229220	A001200	34370020	(819.97)	0.00	(819.97)	0.00
430001109020	A001200	34370020	(847.60)	0.00	(847.60)	0.00
430001108820	A001200	34370020	(859.66)	0.00	(859.66)	0.00
430001331410	A001200	34370020	(903.83)	0.00	(903.83)	0.00
430002173570	A001200	34370020	(985.00)	0.00	(985.00)	0.00
430001217720	A001200	34370020	(1,000.00)	0.00	(1,000.00)	0.00
430001223120	A001200	34370020	(1,000.00)	0.00	(1,000.00)	0.00
430002283320	A001200	34370020	(1,000.00)	0.00	(1,000.00)	0.00
480006438210	A001200	34370020	(1,006.37)	0.00	(1,006.37)	0.00
430001119510	A001200	34370020	(1,092.00)	0.00	(1,092.00)	0.00
430001582320	A001200	34370020	(1,096.31)	0.00	(1,096.31)	0.00
430002173580	A001200	34370020	(1,125.00)	0.00	(1,125.00)	0.00
480008855120	A001200	34370020	(1,140.00)	0.00	(1,140.00)	0.00
430001109010	A001200	34370020	(1,155.60)	0.00	(1,155.60)	0.00
480008855140	A001200	34370020	(1,216.00)	0.00	(1,216.00)	0.00
420003236640	A001200	34370020	(1,223.00)	0.00	(1,223.00)	0.00
480005280410	A001200	34370020	(1,288.00)	0.00	(1,288.00)	0.00
420003189820	A001200	34370020	(1,386.88)	0.00	(1,386.88)	0.00
480005371010	A001200	34370020	(1,395.00)	0.00	(1,395.00)	0.00
450014228810	A001200	34370020	(1,395.48)	0.00	(1,395.48)	0.00
420003236660	A001200	34370020	(1,396.00)	0.00	(1,396.00)	0.00
430001223710	A001200	34370020	(1,500.00)	0.00	(1,500.00)	0.00
480008863010	A001100	34370020	(1,528.97)	0.00	(1,528.97)	0.00
420002615310	A001200	34370020	(1,652.00)	0.00	(1,652.00)	0.00
430001589420	A001200	34370020	(1,760.00)	0.00	(1,760.00)	0.00
450090018010	A001200	34370020	(1,788.00)	0.00	(1,788.00)	0.00
480006713420	A001200	34370020	(2,091.92)	0.00	(2,091.92)	0.00
480006855110	A001200	34370020	(2,100.00)	0.00	(2,100.00)	0.00
480006156210	A019800	34370020	(2,200.00)	0.00	(2,200.00)	0.00
480005132310	A001200	34370020	(2,300.00)	0.00	(2,300.00)	0.00

480006218310	A019800	34370020	(2,400.00)	0.00	(2,400.00)	0.00
430001582310	A001200	34370020	(2,500.00)	0.00	(2,500.00)	0.00
430001108920	A001200	34370020	(2,646.61)	0.00	(2,646.61)	0.00
480005846940	A019800	34370020	(2,890.00)	0.00	(2,890.00)	0.00
480005843320	A019800	34370020	(3,063.75)	0.00	(3,063.75)	0.00
430001227320	A001200	34370020	(3,109.27)	0.00	(3,109.27)	0.00
480007999210	A001200	34370020	(3,300.00)	0.00	(3,300.00)	0.00
480007999220	A001200	34370020	(3,300.00)	0.00	(3,300.00)	0.00
420003236630	A001200	34370020	(3,506.00)	0.00	(3,506.00)	0.00
480008166110	A019800	34370020	(3,900.00)	0.00	(3,900.00)	0.00
430001774820	A001200	34370020	(3,990.00)	0.00	(3,990.00)	0.00
430002283310	A001200	34370020	(4,000.00)	0.00	(4,000.00)	0.00
430001038320	A001200	34370020	(4,480.00)	0.00	(4,480.00)	0.00
430001331510	A001200	34370020	(5,187.00)	0.00	(5,187.00)	0.00
420002320310	A001200	34370020	(6,072.15)	0.00	(6,072.15)	0.00
4800058433100	A019800	34370020	(8,129.62)	0.00	(8,129.62)	0.00
420002606760	A001200	34370020	(8,742.50)	0.00	(8,742.50)	0.00
430002897860	A001200	34370020	(10,746.00)	0.00	(10,746.00)	0.00
420003236610	A001200	34370020	(11,118.00)	0.00	(11,118.00)	0.00
420003236620	A001200	34370020	(11,226.00)	0.00	(11,226.00)	0.00
430002897650	A001200	34370020	(11,342.00)	0.00	(11,342.00)	0.00
420002655110	A001200	34370020	(11,967.30)	0.00	(11,967.30)	0.00
430002897840	A001200	34370020	(13,336.00)	0.00	(13,336.00)	0.00
430002897830	A001200	34370020	(13,760.00)	0.00	(13,760.00)	0.00
430002897810	A001200	34370020	(13,840.00)	0.00	(13,840.00)	0.00
430002897820	A001200	34370020	(13,854.00)	0.00	(13,854.00)	0.00
420003196140	A001200	34370020	(15,091.00)	0.00	(15,091.00)	0.00
420003236650	A001200	34370020	(19,152.00)	0.00	(19,152.00)	0.00
430001447410	A001200	34370020	(24,850.00)	0.00	(24,850.00)	0.00
430001583640	A001200	34370020	(26,692.33)	0.00	(26,692.33)	0.00
430001445310	A001200	34370020	(27,500.00)	0.00	(27,500.00)	0.00
420002655120	A001200	34370020	(41,452.01)	0.00	(41,452.01)	0.00
430002037010	A001200	34370020	(42,000.00)	0.00	(42,000.00)	0.00
480001686520	A001200	34370020	(51,979.91)	0.00	(51,979.91)	0.00
420002655130	A001200	34370020	(72,611.89)	0.00	(72,611.89)	0.00

GRIR Actual

(551,931.72)

Currency valuation

34370021 - Valuation by 20061027

1,355.76

1,355.76

0.00

(550,575.96)

ALCATEL**MONTHLY AUDIT FILE**

GL ACCOUNT 33110010 & 33130010

ACCOUNT NAME Paym receiv-Down paym req to be paid-LTC-Out & Paym receiv-Down paym req issued-Outside-OT

Period ENDED

11

Employee Responsible

Stewart Richards

Balance per spreadsheet/sub ledger

(£6,704.29)

Balance per General Ledger

(£6,704.29)

Difference

(£0.00)

Balance in document currencies

EUR	
GBP	(6,704.29)
USD	

Balance by business division

TSDBD	(6,704.29)
	(6,704.29)

Cashflow Forecast

Period 1	
Period 2	
Period 3	
NCF	
	0.00

BRIEF SUMMARY OF GL BALANCE

33110010	3,059.72
33130010	(9,764.01)

Breakdown by billing doc attached

TOTAL

(6,704.29)

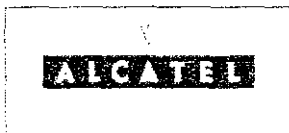
ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

Sum of Amt in loc.cur.			BD	
Customer name	Reference	Doc. date	TSDBD	Grand Total
Jarvis Facilities Ltd	6303000456	27/09/2006	-7,160.00	-7,160.00
	6303100002	07/11/2006	91.88	91.88
	6302000022	07/11/2006	0.01	0.01
	6303100003	07/11/2006	363.82	363.82
Jarvis Facilities Ltd Total			-6,704.29	-6,704.29
Grand Total			-6,704.29	-6,704.29



MONTHLY AUDIT FILE

34110030

ACCOUNT NAME

Accrued Liabilities - Payroll - Bonus

Period ENDED 11

Employee Responsible

Rebecca Andrew

Balance per spreadsheet/sub ledger 413,883.88

Balance per General Ledger 413,883.88

Difference 0.00

Balance in document currencies	
Sum of Amount in doc. curr.	
Curr.	Total
GBP	413,883.88
EUR	
Grand Total	413,883.88

BRIEF SUMMARY OF GL BALANCE	
Customer	AMOUNT GBP
TSD Bonus Accruals payable in February	413,883.88
TOTAL	413,883.88

Act	ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

24/11/2006

Sum of Nov Acc	
Cost Centre	Total
GB12203902	23,245.02
GB12302906	196,063.43
GB14112904	7,363.33
GB14132902	128,675.01
GB14133904	5,294.61
GB14402903	35,519.15
GB14544900	17,723.33
Grand Total	413,883.88

ALCATEL**MONTHLY AUDIT FILE**

GL ACCOUNT

34350020

ACCOUNT NAME

Other accrued Liabilities-GR A (R&D)

Period ENDED

24/11/2006

Employee Responsible

Rhys Roberts

Balance per spreadsheet/sub ledger

(£1,035,095.20)

Balance per General Ledger

(£1,035,095.20)

Difference

£0.00

Balance in document currencies	
EUR	(1,529,170.05)
GBP	0.00
USD	0.00

Balance by business division (Accruals)	
AND	0.00
ISD	0.00
WTD	0.00
VND	0.00
MND	0.00
MSD	0.00
OND	0.00
IPD	0.00
FSD	0.00
TSD	(1,035,095.20)
	(1,035,095.20)

Cashflow Forecast

Invoices (and therefore payments) are calculated from forecasts NOT actuals

BRIEF SUMMARY OF GL BALANCE

Over-accrual in Q1 to Q3	(28,024.00)
October accrual	(313,870.76)
November accrual	(619,075.11)
FX	(74,125.33)

GRA balance
(Invoices (and therefore payments) are
calculated from forecasts NOT actuals)

TOTAL	(1,035,095.20)
--------------	------------------------

ACTION TO BE TAKEN

(1) Always ensure only EURO documents are posted to this account. (2) ALL documents should be posted @ the budget rate of 1.5174. (3) FX revaluation amount to be monitored

Employee confirmation

Authorised

Date

rhys roberts

24.11.2006

ALCATEL

MONTHLY AUDIT FILE

GL ACCOUNT 36510012

ACCOUNT NAME Deferred income - Current - Deferred income spinof

Period ENDED

11

Employee Responsible

Stewart Richards

Balance per spreadsheet/sub ledger

(£11,928,642.10)

Balance per General Ledger

(£11,928,642.10)

Difference

£0.00

Balance in document currencies	
EUR	
GBP	(11,928,642.10)
USD	

Balance by business division	
TSDBD	(11,928,642.10)
	(11,928,642.10)

Cashflow Forecast	
Period 1	
Period 2	
Period 3	
NCF	
	0.00

BRIEF SUMMARY OF GL BALANCE

JNUP Deferral (cert 40)

(11,928,642.10)

TOTAL

(11,928,642.10)

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

APPLICATION FOR PAYMENT

Customer: **TURE LINES LIMITED**
 Contract: **JNUP-A-000-P-CON-00003**
 Application Number: **40**
 Application Date: **13-Nov-06**
 Assessment Date: **13-Nov-06**
 Forecasting Date: **30-Dec-06**

SUMMARY

SECTION 1	1.1 PEOPLE - Labour
	Bones
	Labour overtime
1.2 PEOPLE - Travel	
	Living
	Cars & Fuel
	Mobiles
	Training etc
SECTION 2	2.1 PLANT
SECTION 3	3.1 EQUIPMENT & MATERIALS
SECTION 4	4.1 SUBCONTRACTS
4.1.1 Alcanet Canada Inc.	
4.1.2 Alcanet Canada	
4.1.2 Mouchel Parkman Metro Ltd	
4.1.2 Mouchel Parkman	
4.1.3 Other (Contract Labour)	
4.1.3 PEOPLE - Labour	
5.1 CHARGES (not subject to fee)	
CHARGES (subject to fee)	
DISALLOWED COSTS	
PM Adjustments	
SECTION 6	6.1 INSURANCE
SECTION 7	7.1 CONTRACT OVERHEAD (20.44%)
7.2 FEE (11.67%)	
CCCP	
DISALLOWED COSTS (inc CH+Fee)	
PM Adjustments (inc CH+Fee)	
Precipity Option	
TOTAL:	

Actual	Forecast	Total	This Period	Delta
6,102,265.25	846,981.87	6,949,247.12	367,666.05	0.00
270,794.82	0.00	270,794.82	0.00	0.00
670,501.83	95,204.42	765,706.25	31,719.21	0.00
382,601.82	9,006.00	391,607.82	7,957.34	0.00
777,373.46	4,500.00	781,873.46	6,004.63	0.00
127,364.50	7,757.44	135,122.00	3,678.77	0.00
48,482.56	6,246.04	54,728.60	3,193.32	0.00
190,016.84	21,297.71	211,314.55	6,510.00	0.00
127,028.67	18,008.47	145,037.14	2,667.29	0.00
2,157,391.84	95,697.83	2,253,089.66	40,797.71	0.00
52,154,278.63	5,322,039.77	57,476,318.40	4,850,309.87	0.00
-51,189.84	-51,189.84	-102,379.68	-51,189.84	0.00
-1,525,374.00	-1,525,374.00	-3,050,748.00	-1,525,374.00	0.00
12,712,851.05	3,004,695.60	15,717,546.65	1,432,648.50	0.00
5,300,314.50	665,615.10	5,965,929.60	449,432.37	0.00
1,259,258.37	0.00	1,259,258.37	0.00	0.00
671,358.96	46,543.54	717,902.50	2,025.56	0.00
-694,731.95	0.00	-694,731.95	-61,714.54	0.00
-150,769.61	0.00	-150,769.61	25,739.97	0.00
522,464.86	0.00	522,464.86	0.00	0.00
6,039,138.50	983,909.40	7,023,047.90	478,927.97	-174,465.72
4,630,543.28	676,629.82	5,307,173.10	329,320.77	-119,962.61
605,186.34	131,944.97	737,131.31	65,348.87	0.00
-5,094.01	0.00	-5,094.01	0.00	-5,094.01
0.00	0.00	0.00	0.00	0.00
101,533.05	0.00	101,533.05	3,808.70	0.00
91,557,278.02	11,928,642.11	103,485,920.13	6,494,283.27	2,129,577.75

OK 40,979,563.22 6,606,602.33 F 47,586,165.56 3,229,507.23
 COM F 50,577,714.79 F 5,322,039.77 F 55,909,754.57 F 3,273,746.04
 k604 91,557,278.02 11,928,642.11 F 103,485,920.13 6,494,283.27

MONTHLY AUDIT FILE

GL ACCOUNT

38110010

ACCOUNT NAME

Warranty Provision

Period ENDED

11

Employee Responsible

Stewart Richards

Balance per spreadsheet/sub ledger

-1,001,224.48

Balance per General Ledger

-1,001,224.48

Difference

0.00

Document currencies

GBP	-1,001,224.48
-----	---------------

Balance by business division

TSD	-1,001,224.48
-----	---------------

BRIEF SUMMARY OF GL BALANCE

JNP risk provision

-1,001,224.48

-1,001,224.48

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date

[illegible]

pk	gl code	wbs	profit centre	description	dr	cr
					£	£

Journal Type: FB01

1 50	60130060	GB10000015-01201	reverse deferred amount on App 39 (UK)		6,866,151.79	1
2 50	60130060	GB10000015-01202	reverse deferred amount on App 39 (Canada)		3,698,075.34	2
3 40	33130011	A001200	reverse deferred amount on App 39 (Total)	10,564,227.12		3
4 01	1000009989		tubelines	1.00		4
5 11	1000009989		tubelines		1.00	5
6 40	60130060	GB10000015-01201	deferred amount on App 40 (UK)	6,606,602.33		6
7 40	60130060	GB10000015-01202	deferred amount on App 40 (Canada)	5,322,039.77		7
8 50	33130011	A001200	deferred amount on App 40 (Total)		11,928,642.11	8
9 01	1000009989		tubelines	1.00		9
10 11	1000009989		tubelines		1.00	10
11 40	60130060	GB10000015-01201	transfer from UK to Canada (App 38)	3,273,746.03		11
12 50	60130060	GB10000015-01202	transfer to Canada from UK (App 38)		3,273,746.03	12
13 01	1000009989		tubelines	1.00		13
14 11	1000009989		tubelines		1.00	14
Total				25,766,618.26	25,766,618.26	

doc ref. :

Nov-2006 SALES

reversal from 39	10,564,227.12	2,931,778.96	uk
deferred from 40	(11,928,642.11)	1,082,280.29	can
invoiced	6,494,253.26	4,014,059.25	total
accrued	0.00		
	5,129,838.27		
check (if zero OK)	(0.00)		

Journal Type: FBS1

15 40	66314010	A001200	JNUP warranty provision (2.5% of UK Sales)	602,120.38		15
16 50	38110010	A001200	JNUP warranty provision (2.5% of UK Sales)		602,120.38	16

doc ref. :

Total

602,120.38 602,120.38

ALCATEL

MONTHLY AUDIT FILE

GL ACCOUNT 38180020

ACCOUNT NAME	Cost of Completed Contracts
--------------	-----------------------------

Period ENDED

11

Employee Responsible

Sarah Tombes

Balance per spreadsheet/sub ledger

-58,233.97

Balance per General Ledger

-58,233.97

Difference

0.00

Balance in document currencies

ANDBD	
ESDBD	
FSDBD	
IPDBD	
ISDBD	
MRDBD	
MSDBD	
ONDBD	
OTHBD	
TSDBD	-58,233.97
UNSDDBD	
WTDBD	
Grand Total	-58,233.97

BRIEF SUMMARY OF GL BALANCE

38180020 - Cost of Completed Contracts

-58,233.97

TOTAL

-58,233.97

ACTION TO BE TAKEN

Employee confirmation

Authorised

Date _____

28/11/2006

WBS #: GBT0000312-A001200

DLR - Signaling of Shadwell Crossover

Planned margin at completion 33%

	P&L	BS
Invoiced to date	86,916.37	
Costs to date (actual)		0.00
Calculated cost of sales	58,233.97	(58,233.97)
Profit/Cost to complete	<u>28,682.40</u>	<u>(58,233.97)</u>

Sum of Amount in local cur.		BD	
Text		TSDBD	Grand Total
WBS GBT0000312-A001200		- 58,233.97	- 58,233.97
(blank)			
Grand Total		- 58,233.97	- 58,233.97

Docklands Light Railway London - 1011000101

Schedule 10
Foreign Exchange Contracts

The following Treasury Confirmations are attached to this Schedule:

T

1. Reference SWVT/565794
2. Reference SWVT/565798
3. Reference SWVT/565800
4. Reference SWVT/565796
5. Reference 570747/SWAT



Treasury Confirmation

54, rue La Boétie
75411 Paris Cedex 08
France
Tel : + 33 (0)1 40 76 10 10
Fax : + 33 (0)1 40 76 14 00

ALCATEL TELECOM UK Ltd.

Coldra Woods, Chepstow Road
Newport NP18 2YB, South Wales
ENGLAND

Attention Rowland Jeffreys

Paris, 16 November 2006

Treasury Back Office
Telephone 0140762564
Fax 0140762597

Confirmation of a Currency Swap

Reference **SWAT/570747**
On behalf of **Alcatel Central Treasury**

Trade date **16 November 2006**
Value date **20 November 2006**
Maturity date **12 January 2007**

SPOT

We sold **CAD 2 500 000.00**
We bought **GBP 1 161 980.01**

Spot rate **2.151500**
Forward rate **2.148867**

FORWARD

We bought **CAD 2 500 000.00**
We sold **GBP 1 163 403.78**

Settlement Information

We will credit your account :

Value date **20 November 2006**
Amount **CAD 2 500 000.00**
Account **00000446013188329160**
With **ABN Amro Canada
Toronto, Ontario**

We will debit your account :

Value date **20 November 2006**
Amount **GBP 1 161 980.01**
Account **0000010176100**
With **ABN Amro United Kingdom
London, EC2M 6SB**

We will debit your account :

Value date **12 January 2007**
Amount **CAD 2 500 000.00**
Account **00000446013188329160**
With **ABN Amro Canada
Toronto, Ontario**

We will credit your account :

Value date **12 January 2007**
Amount **GBP 1 163 403.78**
Account **0000010176100**
With **ABN Amro United Kingdom
London, EC2M 6SB**

Authorized signature

ALCATEL

ALCATEL TELECOM UK LTD. 54, rue La Boétie, 75411 Paris Cedex 08, France



54, rue La Boétie
75411 Paris Cedex 08
France
Tél. + 33 (0)1 40 76 10 10
Fax + 33 (0)1 40 76 14 00

ALCATEL TELECOM UK Ltd.

Coldra Woods, Chepstow Road
Newport NP18 2YB, South Wales
ENGLAND

Attention Rowland Jeffreys

05 October 2006

SWVT/565796
Alcatel Central Treasury

Trade date 04 October 2006
Value date 06 October 2006
Maturity date 12 April 2007

CAD 12 500 000.00
GBP 5 889 836.50

Spot rate 2.122300
Forward rate 2.112361

CAD 12 500 000.00
GBP 5 917 549.13

06 October 2006
CAD 12 500 000.00
00000000046013188329160
ABN Amro Canada
Toronto, Ontario

We will credit your account:

Value date 06 October 2006
Amount GBP 5 889 836.50

Account with 000000000000000010176100
ABN Amro United Kingdom
London, EC2M 6SB

12 April 2007
CAD 12 500 000.00
00000000046013188329160
ABN Amro Canada
Toronto, Ontario

We will debit your account:

Value date 12 April 2007
Amount GBP 5 917 549.13

Account with 000000000000000010176100
ABN Amro United Kingdom
London, EC2M 6SB

ALCATEL



54, Le la Boelle
75411 Paris Cedex 08
France
Tel : + 33 (0)1 40 76 10 10
Fax : + 33 (0)1 40 76 14 00

ALCATEL TELECOM UK Ltd.

Coldra Woods, Chepstow Road
Newport NP18 2YB, South Wales
ENGLAND

Attention Rowland Jeffreys

Paris, 05 October 2006

ALCATEL TELECOM UK Ltd. - ALCATEL SWAP

SWVT/565800
Alcatel Central Treasury

Invoice
Value date 04 October 2006
Maturity date 06 October 2006
Settlement date 05 October 2007

CAD 121 000 000.00
GBP 56 963 291.63

Spot rate 2.124175
Forward rate 2.102000

CAD 121 000 000.00
GBP 57 564 224.55

ALCATEL TELECOM UK Ltd. - ALLOCATION

06 October 2006
CAD 121 000 000.00

We will credit your account

Value date 06 October 2006
Amount GBP 56 963 291.63

00000000046013188329160
ABN Amro Canada
Toronto, Ontario

Account 00000000000000010176100
VAB ABN Amro United Kingdom
London, EC2M 6SB

05 October 2007
CAD 121 000 000.00

We will credit your account

Value date 05 October 2007
Amount GBP 57 564 224.55

00000000046013188329160
ABN Amro Canada
Toronto, Ontario

Account 00000000000000010176100
VAB ABN Amro United Kingdom
London, EC2M 6SB

ALCATEL TELECOM UK Ltd. - ALCATEL SWAP



34, rue La Boétie
75411 Paris Cedex 08
France
Tél: +33 (0)1 40 76 10 10
Fax: +33 (0)1 40 76 14 00

ALCATEL TELECOM UK Ltd.

Coldra Woods, Chepstow Road
Newport NP18 2YB, South Wales
ENGLAND

Attention Rowland Jeffreys

Paris, 05 October 2006

SWVT/565794
Alcatel Central Treasury

Trade date 04 October 2006
Value date 06 October 2006
Maturity date 12 January 2007

CAD 14 000 000.00
GBP 6 594 441.83

Spot rate 2.123000
Forward rate 2.118571

CAD 14 000 000.00
GBP 6 608 227.90

Informations complémentaires

Informations complémentaires

06 October 2006
CAD 14 000 000.00

We will credit your account:

Value date 06 October 2006
Amount GBP 6 594 441.83

00000000046013188329160
ABN Amro Canada
Toronto, Ontario

Account With 000000000000000010176100
ABN Amro United Kingdom
London, EC2M 6SB

12 January 2007
CAD 14 000 000.00

Value date 12 January 2007
Amount GBP 6 608 227.90

00000000046013188329160
ABN Amro Canada
Toronto, Ontario

Account With 000000000000000010176100
ABN Amro United Kingdom
London, EC2M 6SB

4075181



54, rue La Bourbe
75411 Paris Cedex 08
France
Tel : +33 (0)1 40 76 10 10
Fax : +33 (0)1 40 76 14 00

ALCATEL TELECOM UK Ltd.

Coldra Woods, Chepstow Road
Newport NP18 2YB, South Wales
ENGLAND

Attention Rowland Jeffreys

Date: 05 October 2006

SWVT/565798
Alcatel Central Treasury

Trade date 04 October 2006
Value date 06 October 2006
Maturity date 12 July 2007

CAD 15 000 000.00
GBP 7 066 804.86

% of rate 2.122600
Forward rate 2.106237

CAD 15 000 000.00
GBP 7 121 705.68

06 October 2006
CAD 15 000 000.00
00000000046013188329160
ABN Amro Canada
Toronto, Ontario

We will credit your account
Value date 06 October 2006
Amount GBP 7 066 804.86
Account 00000000000000010176100
With ABN Amro United Kingdom
London, EC2M 6SB

12 July 2007
CAD 15 000 000.00
00000000046013188329160
ABN Amro Canada
Toronto, Ontario

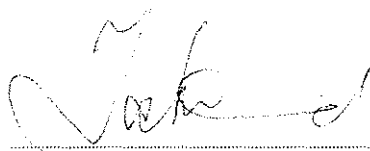
We will credit your account
Value date 12 July 2007
Amount GBP 7 121 705.68
Account 00000000000000010176100
With ABN Amro United Kingdom
London, EC2M 6SB

ALCATEL

SIGNED by THIR HUNG

on behalf of ALCATEL TELECOM LIMITED

}



SIGNED by L A SADIQ

on behalf of ALCATEL TRANSPORT
SOLUTIONS UK LIMITED

}

