

DATED

9th October

September 2015

HIGH SPEED TWO

FURTHER PROTECTION UNDERTAKING

BY

THE SECRETARY OF STATE FOR TRANSPORT

GIVEN TO

TRANSPORT FOR LONDON

RELATING TO

THE CROSSRAIL 1 NETWORK



Pinsent Masons

THIS DEED OF UNDERTAKING by the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London SW1P 4DR to Transport for London of Windsor House, 42-50 Victoria Street, London SW1H 0TL is given on ~~July 2015~~ **9th October 2015**

The Secretary Of State for Transport, as promoter of the HS2 Bill, hereby irrevocably undertakes to Transport for London as follows –

1. **INTERPRETATION**

In this FPU the following terms have the following meanings:

"AOD" means above Ordnance Datum (Newlyn);

"the Connection Agreement" means the connection agreement dated 13 December 2013 between Network Rail Infrastructure Limited and TfL relating to the connection of the Crossrail Depot to the national rail network;

"the Connecting Network" has the meaning given in the Connection Agreement;

"the Crossrail 1 Network" has the meaning given in the PPA;

"the Crossrail Depot" means the area to be used as a depot for the Crossrail 1 Network as shown bordered in red on the Plan;

"FPU" means this Further Protection Undertaking;

"HS2" means the railway described in clause 1(3) of the HS2 Bill or any high speed railway transport system of which it forms or is to form part;

"the HS2 Act" means the HS2 Bill once it has received the Royal Assent;

"the HS2 Bill" means the High Speed Rail (London – West Midlands) Bill as ordered to be printed on 28 May 2015;

"HS2 Ltd" means the company of that name or following Royal Assent any nominated undertaker implementing any powers of the HS2 Act;

"the HS2 Works" means any works for the purposes of the construction of HS2 authorised by the HS2 Act or otherwise;

"the Old Oak Common Station" means the new combined station to serve HS2, the Great Western Main Line and Crossrail and Old Oak Common to be constructed as part of the HS2 Works;

"the Plan" means the Plan attached to this FPU at Appendix 1;

"the PPA" means the Protective Provisions Agreement by Deed relating to the HS2 Bill entered into by the parties on 15 May 2014;

"the Settlement Contour Drawings" means the drawings attached to this FPU at Appendix 2 with drawing numbers C221-MMD-GT-DPL-010-101500, C221-MMD-GT-DPL-010-101600 and C221-MMD-GT-DSK-010-037001;

"the SoS" means the Secretary of State for Transport; and

"TfL" has the meaning given to it in the PPA.

2. **UNDERTAKING**

The SoS hereby irrevocably undertakes to TfL that in the implementation of any powers under the HS2 Act and in the carrying out of the HS2 Works, the SoS will comply with the provisions of this FPU.

3. **COMMENCEMENT AND DURATION**

3.1 This FPU comes into force immediately upon execution by the SoS.

3.2 This FPU will terminate if the HS2 Bill is rejected by Parliament or if the SoS irrevocably confirms that the SoS and HS2 Ltd will not be proceeding with the HS2 Works. Otherwise it will continue indefinitely as long as HS2 Ltd is constructing works under the HS2 Act.

4. **ASSIGNMENT**

TfL may assign the benefit of this FPU to any nominated undertaker under the Crossrail Act 2008. The powers of the SoS as to transfer schemes under the Crossrail Act 2008 are unaffected.

5. **INTERACTION WITH PPA**

This FPU is supplemental to the PPA and nothing in the PPA is affected by the provisions of this FPU. In particular, the requirements of clauses 14 and 15 of the PPA in relation to plan submission and approval and asset protection, clause 24 in relation to indemnities, clauses 25 to 27 in relation to compensation and Schedule 6 in relation to protection of the Crossrail 1 Network apply notwithstanding any provisions of this FPU.

6. **DISPUTE RESOLUTION, APPOINTMENT OF NOMINATED UNDERTAKER & GOVERNING LAW**

6.1 This FPU incorporates clauses 28 to 30 and clause 33 of the PPA, with the necessary changes.

7. **SUBSTANTIVE LAND PROVISIONS**

7.1 **Crossrail Depot Land Take**

7.1.1 The SoS will not permanently acquire under the HS2 Act any part of the surface or airspace of the Crossrail Depot other than (i) such part of the area that is shown coloured green on the Plan and (ii) such limited parts of the area coloured yellow on the Plan that are reasonably necessary for Great Western Main Line track changes (when defined further by Network Rail during design development), as TfL (acting reasonably) may approve once the design of the works necessary for the Crossrail Depot has been completed.

7.1.2 The SoS will not permanently acquire under the HS2 Act any part of the sub-surface of the Crossrail Depot:

(a) above a level 19m AOD; and

(b) above a level 12m AOD without the agreement of TfL, such agreement not to be unreasonably withheld or delayed.

7.1.3 The SoS will require that HS2 Ltd will not exercise any powers of temporary possession under the HS2 Act over the Crossrail Depot other than:

- (a) in relation to such part of the area that is shown coloured green on the Plan as HS2 Ltd is entitled to permanently acquire pursuant to paragraph 7.1.1;
- (b) in relation to such part of the area that is shown coloured yellow on the Plan as TfL (acting reasonably) may approve once the design of the works necessary for the Crossrail Depot has been completed; and
- (c) below a level of 21m AOD in the area shown coloured pink on the Plan.

7.1.4 The SoS will require that any such temporary possession by HS2 Ltd of any part of the Crossrail Depot will be dependent on the prior completion of an asset protection agreement pursuant to the terms of the PPA but that in any event, whilst in such temporary possession, HS2 Ltd will ensure that there is no disruption caused by the HS2 Works to:

- (a) any construction works relating to or in connection with the Crossrail Depot;
- (b) to any existing utility supplies to the Operations, Maintenance and Control Building; or
- (c) other operational assets at the Crossrail Depot or on the Connecting Network,

other than such disruption as is agreed in advance with TfL, such agreement not to be unreasonably withheld or delayed.

7.1.5 Paragraph 7.1.3 is subject to TfL providing (or procuring the provision of) access for inspection and maintenance by HS2 Ltd or its nominees during the construction and operation of the HS2 Works to:

- (a) the manhole cover in the area that is shown coloured blue on the Plan within the Crossrail Depot providing access to the sewer located in the area referred to in paragraph 7.1.3(c); and
- (b) the area of the Crossrail Depot immediately adjacent to the southern boundary of the Crossrail Depot alongside the retaining wall that is proposed to be constructed as part of the HS2 Works,

under arrangements to be entered into pursuant to the PPA, which will provide for access by HS2 Ltd or its nominees to be at such times and subject to such conditions as TfL may reasonably require.

7.2 **Primary access to the Crossrail Depot from Old Oak Common Lane**

7.2.1 The SoS acknowledges that:

- (a) access to the Crossrail Depot is required by HGVs capable of transporting rolling stock, wheel sets and bogies and other large, heavy equipment and that such access is not provided by the secondary / emergency access to the Crossrail Depot;
- (b) the times at which access to the Crossrail Depot may be required are not predictable as it is needed to respond to any incidents on the Crossrail 1 Network; and

- (c) access to the Crossrail Depot depends upon access along Victoria Road and the northern section of Old Oak Common Lane from the junction with Victoria Road to the entrance to the Crossrail Depot.

7.2.2 In so far as HS2 Ltd intends to modify the existing primary access to the Crossrail Depot or interfere with access along Old Oak Common Lane, in addition to any other commitments in relation to Old Oak Common Lane, the SoS will require HS2 Ltd to, in accordance with the provisions of the PPA:

- (a) always seek so far as reasonably practicable to avoid any interference with access to the Crossrail Depot and, failing such avoidance, minimise such interference;
- (b) agree in advance with TfL (such agreement not to be unreasonably withheld) the method, times and duration of any interference with access to the Crossrail Depot and the times and duration of any interference with access along the routes referred to in paragraph 7.2.1(c);
- (c) agree in advance with TfL (such agreement not to be unreasonably withheld) an emergency response plan to make provision for the access to the Crossrail Depot of the equipment referred to in paragraph 7.2.1(a) during any period in which TfL has agreed access may be interfered with pursuant to paragraph 7.2.2(a) above;
- (d) obtain any consent or agreement from Network Rail that may be necessary as freeholder of the Crossrail Depot or otherwise; and
- (e) ensure that the access as modified provides equivalent functionality to the existing access and complies with all applicable standards.

7.3 **Secondary / emergency access to Crossrail Depot**

7.3.1 The SoS will require HS2 Ltd, in the implementation of the HS2 Works, not to interfere or permit to be interfered with the secondary / emergency access to the Crossrail Depot (as indicated on the Plan) unless and until an alternative access which has been approved by TfL (such agreement not to be unreasonably withheld or delayed) has been brought into operation.

7.3.2 The alternative access referred to in paragraph 7.3.1 will:

- (a) provide equivalent functionality to the access to be interfered with;
- (b) comply with all applicable standards achieved by the existing secondary / emergency access or as otherwise may be required by law at the time of construction of the alternative access for such an access providing equivalent functionality pursuant to paragraph 7.3.2(a); and
- (c) be available 24 hours a day 7 days a week unless otherwise agreed in advance with TfL (such agreement not to be unreasonably withheld or delayed).

7.4 **Western Access and Turn-Back Facility**

7.4.1 The Secretary of State will require HS2 Ltd to undertake jointly with TfL a study to be completed by the end of September 2015 of the options for a

rail access to the Crossrail Depot for trains approaching from the west of the Crossrail Depot.

7.4.2 The SoS will continue the on-going joint study with Network Rail and TfL on the options for the operation of the turn-back facilities on the Great Western Mainline relief lines beyond the proposed Old Oak Common Station platforms. This study is scheduled to be completed by the end of September 2015.

7.4.3 The SoS will require HS2 Ltd to work collaboratively to implement the recommendations of the studies referred to at paragraphs 7.4.1 and 7.4.2 as agreed between the SoS and TfL, so far as this is within the powers of the HS2 Act and would not compromise the safe, timely, and economic delivery of the railway.

8. SUBSTANTIVE WORKS PROVISIONS

8.1 Impact of HS2 Works on Crossrail

8.1.1 Subject to paragraph 8.1.2, the only HS2 Works that the SoS will permit HS2 Ltd to carry out:

- (a) within or on any land that HS2 Ltd is prevented from acquiring or possessing under paragraph 7.1; or
- (b) which involve tunnelling or excavation within 6m (or such lesser distance as may be specified in any applicable Asset Protection Agreement, Development Agreement, Infrastructure Protection Requirements or PPA Plan Approval (as those terms are defined in the PPA)) of any TfL Operational Asset which would impact on the Crossrail 1 Network,

are the works to which paragraph 8.1.3 applies.

8.1.2 If it becomes apparent that HS2 Works other than those set out in paragraph 8.1.3 are necessary and their purpose cannot be achieved by other works carried out elsewhere without excessive cost, then TfL will, acting reasonably, agree that the terms of the PPA will apply to such HS2 Works as "Tier 1 Specified Works" for the purposes of the PPA.

8.1.3 This paragraph applies to the following HS2 Works:

- (a) railway works in accordance with paragraph 8.2;
- (b) works adjacent to the Crossrail Depot in accordance with paragraph 8.3;
- (c) the relocation of substations B5 and S;
- (d) works in or around the Grand Union Canal in accordance with paragraph 8.4;
- (e) works to Stamford Brook in accordance with paragraph 8.5;
- (f) sub-surface works to the sewer in the area possessed pursuant to paragraph 7.1.3(c);
- (g) any pedestrian bridge that the SoS or HS2 Ltd undertakes to TfL to construct in relation to the provision of a pedestrian link to a proposed London Overground station at Hythe Road;

- (h) works necessary for the provision of an eastern highway access to the Old Oak Common Station as may be provided for in a separate Undertaking to be given to TfL or otherwise agreed with TfL; and
- (i) a sub-surface logistics tunnel as may be authorised by an Additional Provision to the HS2 Bill.

8.2 Railway works

- 8.2.1 Without prejudice to the terms of any Asset Protection Agreement to be entered into under the PPA, the SoS will require HS2 Ltd to carry out the HS2 Works to the track within the Crossrail Depot throat (in the area referred to at paragraph 7.1.3) so that once those works are complete the capacity, nature and extent of the connections to the Crossrail Depot are at least equal to the connections that are planned to be provided in accordance with the terms of the Connection Agreement in the absence of the HS2 Works.
- 8.2.2 All railway works required as part of the HS2 Works will be carried out by HS2 Ltd using the Network Code process and for the avoidance of doubt HS2 Ltd will treat the Crossrail Depot as though the provisions of the Network Code were incorporated into the Connection Agreement so that whether HS2 Ltd or Network Rail is carrying out any railway works as part of the HS2 Works, both or either of them will act towards the operator of the Crossrail Depot as Network Rail would be required to act under the Network Code towards the operator of any other railway asset.
- 8.2.3 All railway works required for or as part of the HS2 Works will be designed by HS2 Ltd so as to avoid so far as reasonably practicable any interference with the eastern railway access to the Crossrail Depot and to reduce so far as reasonably possible the need for and duration of any possessions affecting the Crossrail Depot or the operation of the Crossrail 1 Network in accordance with normal industry processes affecting Network Rail assets, including the Network Code.

8.3 HS2 Works under or adjacent to the Crossrail Depot

- 8.3.1 Without prejudice to TfL's rights under the PPA, in particular clause 15, where HS2 Ltd is carrying out HS2 Works adjacent to the Crossrail Depot or carrying out the HS2 Works envisaged in paragraph 8.1.3(i) under the Crossrail Depot, the SoS will require HS2 Ltd to:
 - (a) design and plan such HS2 Works and on the principle that there should be no settlement or vibration impacts caused to any asset or structure within the Crossrail Depot (including without limitation the Automatic Vehicle Inspection System, wheel lathe, train wash and depot throat track) beyond the predicted impacts as set out in the ground settlement contour set in the Settlement Contour Drawings or such revised contour as may be reasonably agreed by TfL, and
 - (b) in any event design, plan and carry out such HS2 Works taking all reasonable endeavours to minimise settlement or vibration impacts caused to any asset or structure within the Crossrail Depot (including without limitation the Automatic Vehicle Inspection System, wheel lathe, train wash and depot throat track).
- 8.3.2 The SoS will require HS2 Ltd to indemnify TfL in accordance with the PPA for the cost of any operational impacts and for the costs of the design and carrying out of any works by TfL to prevent or mitigate any settlement or

vibration impacts caused by the HS2 Works to any asset or structure within the Crossrail Depot (including without limitation the Automatic Vehicle Inspection System, wheel lathe, train wash and depot throat track), such impacts to be properly demonstrated in accordance with the PPA to relate to the HS2 Works.

- 8.3.3 The SoS will require HS2 Ltd to in accordance with the PPA enter into an Asset Protection Agreement, Development Agreement, Infrastructure Protection Requirements or PPA Plan Approval in relation to the works, assets and structures referred to in paragraph 8.3.1 and any such agreement, requirements or approval will require monitoring and remediation of any settlement or vibration caused by the HS2 Works to any asset or structure within the Crossrail Depot (including without limitation the Automatic Vehicle Inspection System, wheel lathe, train wash and depot throat track).

8.4 **Grand Union Canal**

- 8.4.1 The SoS will require HS2 Ltd to monitor the wall of the Grand Union Canal where it is adjacent to the Crossrail Depot throughout construction of the HS2 Works.
- 8.4.2 The SoS will require HS2 Ltd to at all times use best endeavours and best practice to avoid causing any flooding of the Crossrail Depot from the Grand Union Canal arising from the carrying out of the HS2 Works.
- 8.4.3 The SoS will require HS2 Ltd to fully indemnify TfL in accordance with the PPA in the event of any loss suffered following a breach of the wall of the Grand Union Canal or any flooding from the Grand Union Canal arising from the HS2 Works.

8.5 **Stamford Brook**

- 8.5.1 The SoS will require HS2 Ltd to at all times use all reasonable endeavours and best practice to avoid causing any flooding of the Crossrail Depot from Stamford Brook arising from the carrying out of the HS2 Works.
- 8.5.2 The SoS will require HS2 Ltd to undertake that any preventative measures and the remediation of any flooding following any HS2 Works to Stamford Brook's course will be carried out expediently.
- 8.5.3 The SoS acknowledges that TfL will be fully indemnified in accordance with the PPA in the event of any loss suffered following flooding by Stamford Brook caused by the carrying out of the HS2 Works.

9. **CROSSRAIL CONCESSION**

The SoS acknowledges that the Crossrail 1 Network is operated pursuant to the terms of a Concession Agreement and a Rolling Stock and Depot Services Provision Agreement and that in giving or withholding any consent, agreement or approval under this FPU, TfL must take into account the terms of those agreements, but that does not preclude HS2 Ltd from disputing the reasonableness of any decision made by TfL in order to comply with the terms of those agreements.

10. **SELECT COMMITTEE DECISIONS**

- 10.1 Subject to paragraph 10.2, the obligations in this FPU are subject to any requirements made by the Select Committee on the HS2 Bill in either House of Parliament which specifically conflict with the provisions of this FPU.

- 10.2 Should it be apparent to the SoS at any time that a petitioner is seeking requirements from either Select Committee which might conflict with the provisions of this FPU then the SoS will:
- 10.2.1 notify that Select Committee of the content of this FPU;
 - 10.2.2 notify TfL as soon as possible of that petitioner's requirements and the date of any hearing of that petitioner before that Select Committee; and
 - 10.2.3 have regard to any representations of TfL in relation to that petitioner's requirements.
- 10.3 In the event that any such requirements do affect the operation of this FPU the SoS will use reasonable endeavours to agree with TfL alternative means to secure the objectives of this FPU.

IN WITNESS of which, this undertaking is executed as a Deed:

Executed as a deed by affixing **THE COMMON SEAL**)
of **THE SECRETARY OF STATE FOR TRANSPORT**)
in the presence of:)


.....
Authorised Signatory

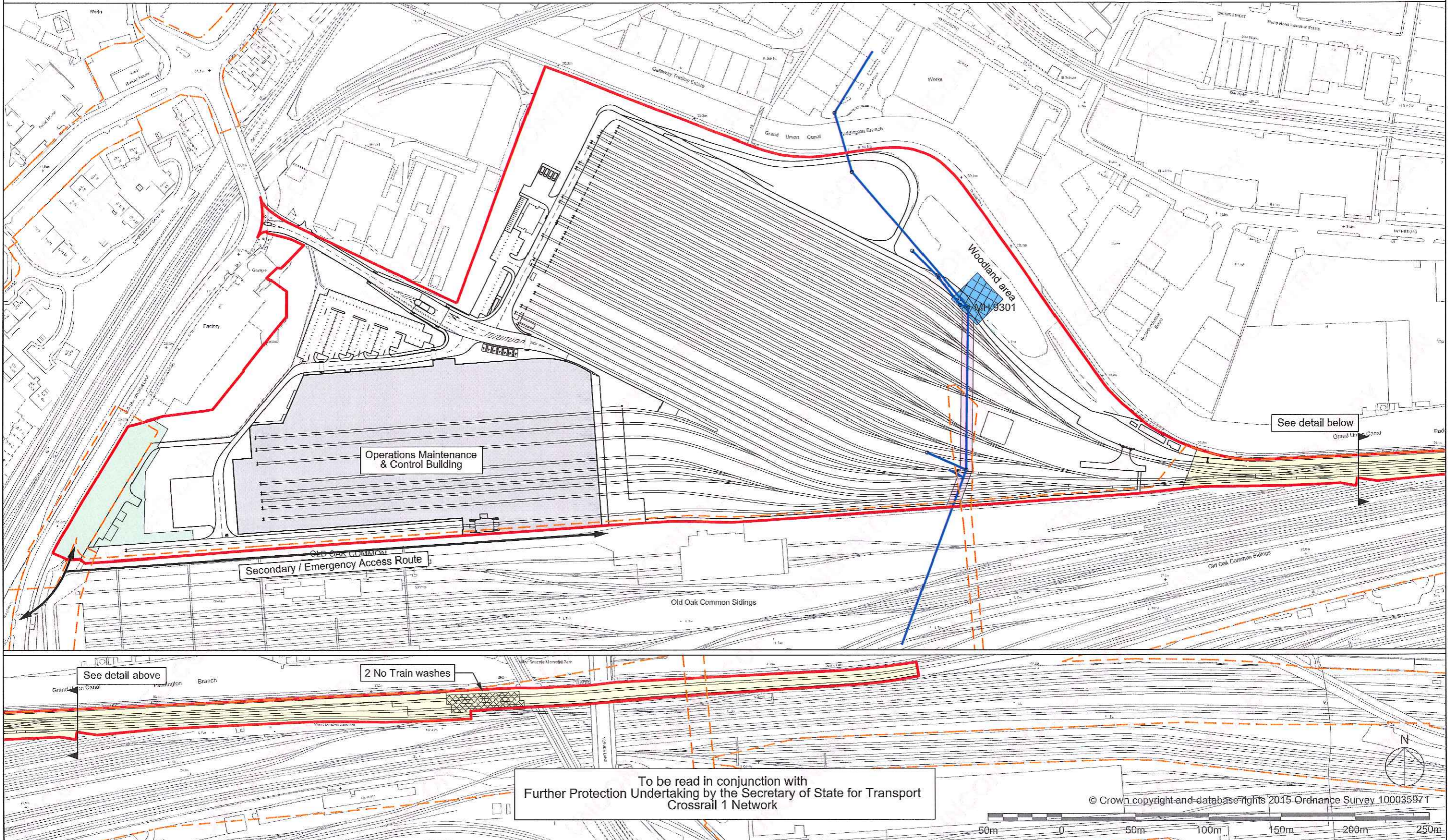
SEAL REF NO. DFT/5781



APPENDIX 1 – THE PLAN

Unapproved Copy - Printed by: helen casey. Valid on day of printing only. 03-JUN-2015. Hardcopy must be discarded within 7 days

Crossrail Old Oak Common: HS2 Interface Appendix to Further Protective Undertaking



 Contract : Crossrail Line 1 Programme
Originator : Crossrail Ltd
Scale : 1:2500 @ A3
www.crossrail.co.uk

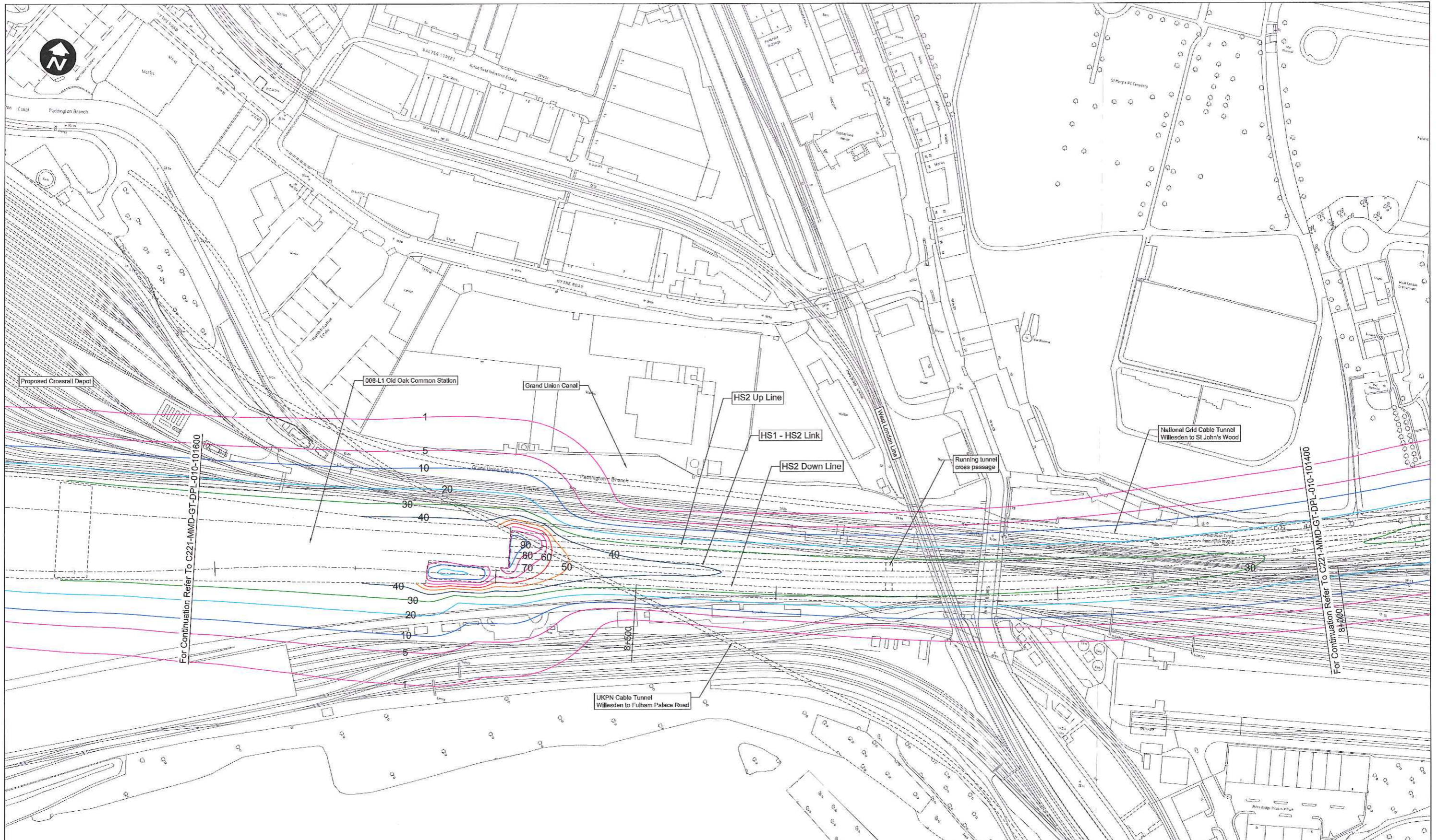
Crossrail Old Oak Common Depot
HS2 Interface
Appendix to Further Protective Undertaking


CRL1-XRL-G-DDA-CR074-00150P01.1

RESTRICTED

Work in progress

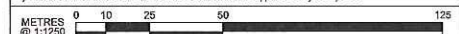
APPENDIX 2- THE SETTLEMENT CONTOUR DRAWINGS



For Continuation Refer To C221-MMD-GT-DPL-010-101600

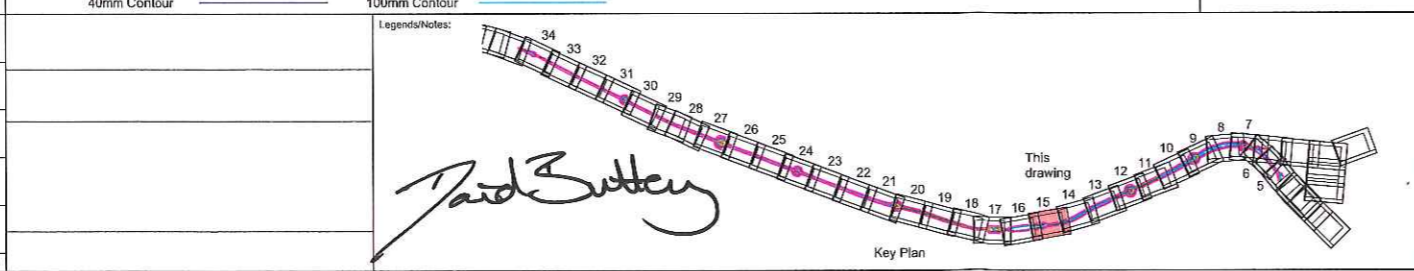
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10mm Contour	70mm Contour	130mm Contour		
20mm Contour	80mm Contour	140mm Contour		
30mm Contour	90mm Contour			
40mm Contour	100mm Contour			

Rev	Description	Drawn	Checked	Con App	HS2 App
P04	Interim Preliminary Design Condition B	IM	AH	MP	
P03	Interim Preliminary Design Condition B	IM	MC	MP	
P02	Initial Preliminary Design Condition B4	JQ	AH	MP	
P01	Initial Preliminary Design Condition B3	IM	AH	MP	



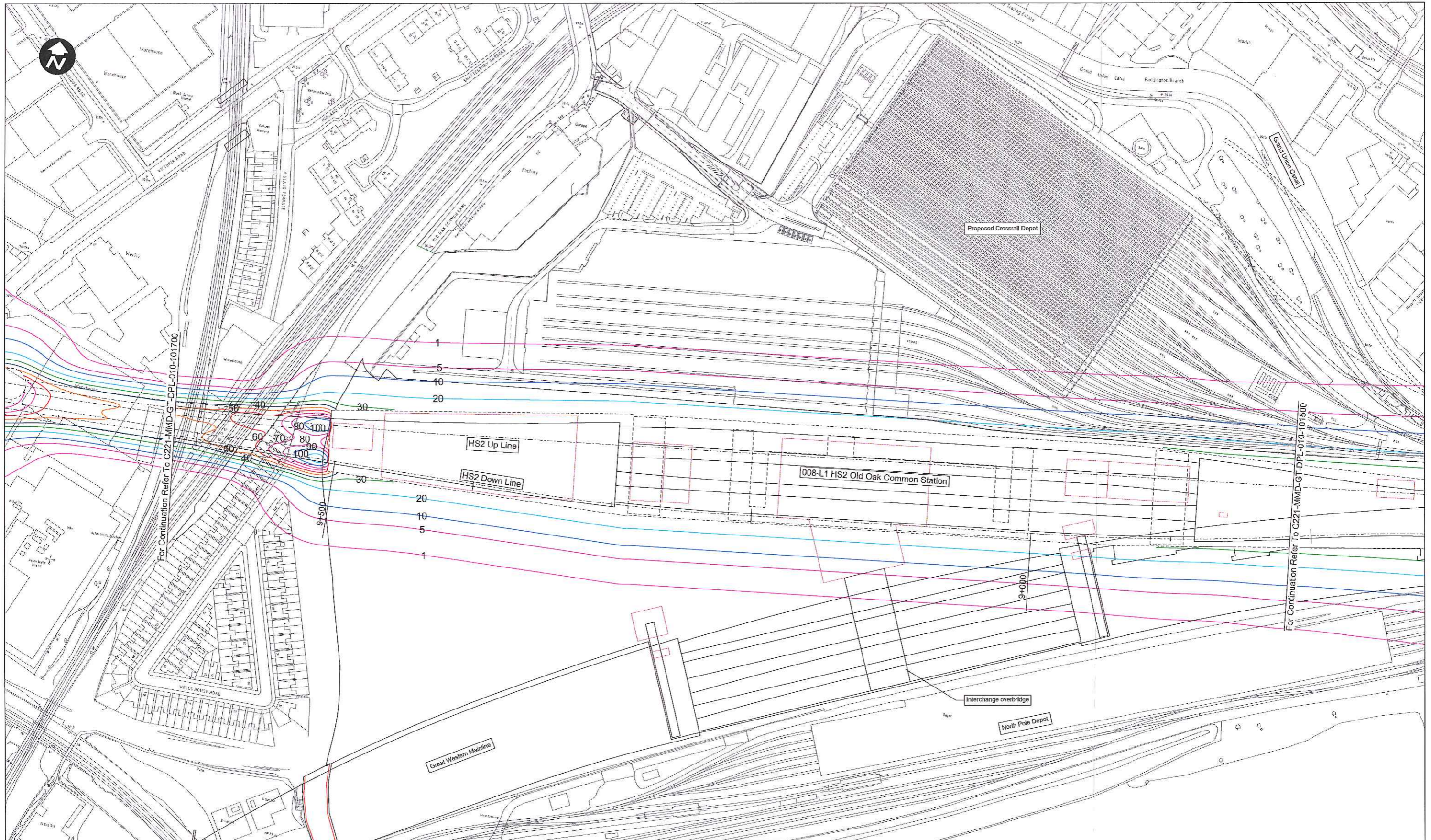
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Creator/Originator
Mott MacDonald

HS2 Security Classification
INTERNAL

Zone	London Metropolitan	Project/Contract	London Metropolitan Area Design
Design Stage	Preliminary - Interim	Discipline/Function	Geotechnical
Drawing Title	London Euston to West Ruislip Settlement Contours	Drawn	JQ
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		Approved	MP
		Date	08/10/2013
		Scale	1:1250
		Site	A1
		Sheet	15
		Drawing No.	C221-MMD-GT-DPL-010-101500
		Rev.	P04

Fit for Condition B



For Continuation Refer To C221-MMD-GT-DPL-010-101700

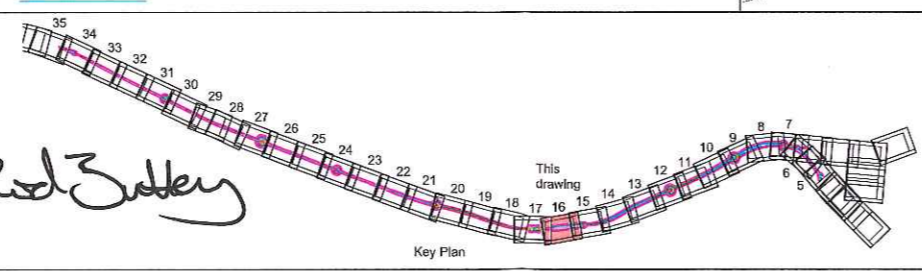
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Legend	1mm Contour	50mm Contour	110mm Contour	Listed Structure. (Shown within settlement zone only)
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	10mm Contour	70mm Contour	130mm Contour	
	20mm Contour	80mm Contour	140mm Contour	
	30mm Contour	90mm Contour		
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Rev	Description	Drawn	Checked	Con App	HS2 App
P04	Interim Preliminary Design Condition B	IM	AH	MP	
P03	Interim Preliminary Design Condition B	IM	MC	MP	
F02	Initial Preliminary Design Condition B4	JQ	AH	MP	
F01	Initial Preliminary Design Condition B3	IM	AH	MP	

Legend/Notes:
08/10/13
02/08/13
12/04/13
31/01/13



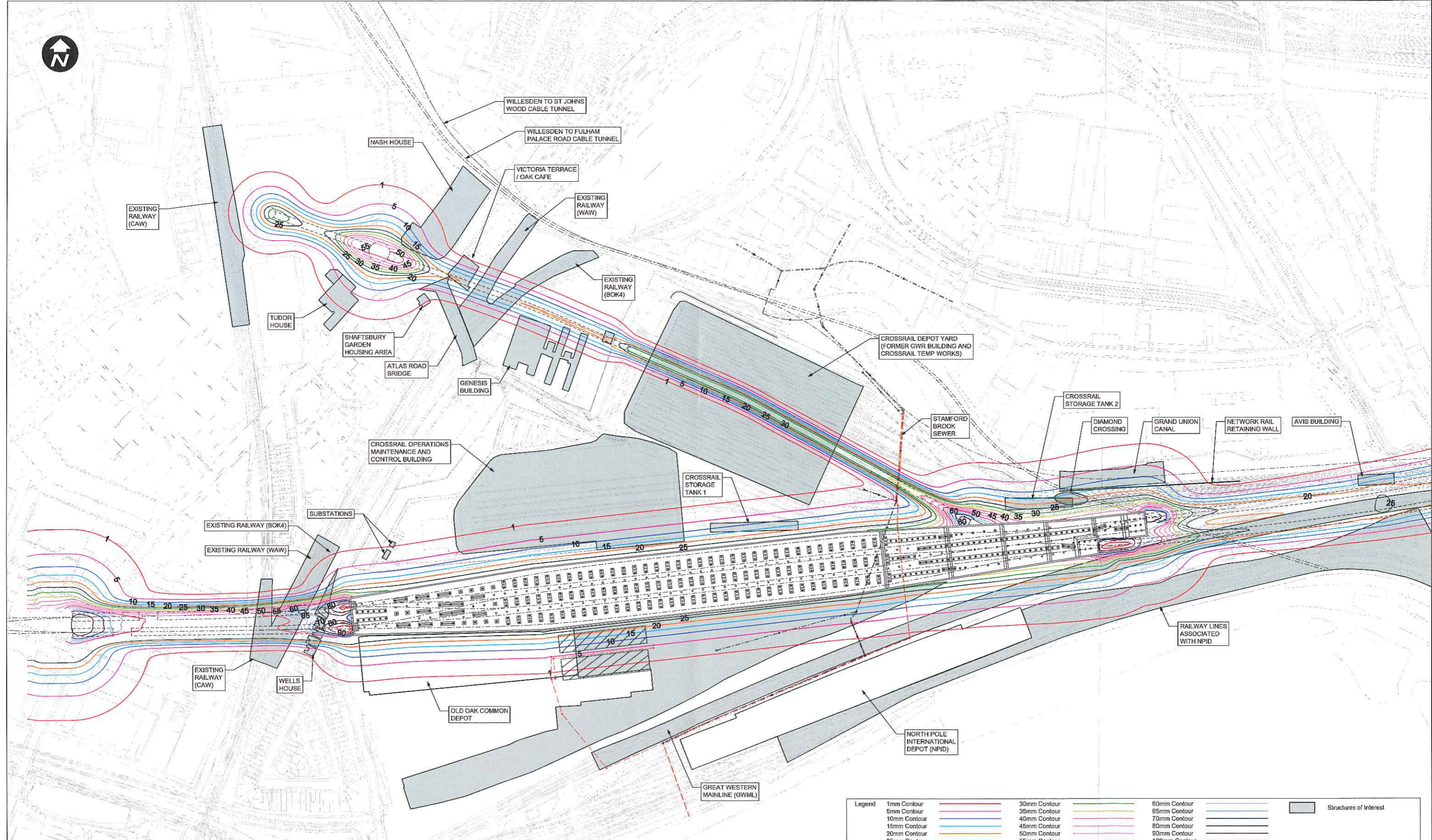
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HS2 Security Classification
INTERNAL

Zone	London Metropolitan	Project/Contract	London Metropolitan Area Design
Design Stage	Preliminary - Interim	Discipline/Function	Geotechnical
Drawing Title	London Euston to West Ruislip Settlement Contours	Drawn	JQ
	Sheet 16	Checked	AH
		Approved	MP
		Date	08/10/2013
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		Rev.	P04

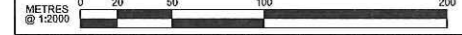
Fit for Condition B



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	Structures of Interest

Work-in-progress

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Rev	Description	Drawn	Checked	Con App	HS2 App
P00.1		KR	MP		
		08/09/15	08/09/15		

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Scale with caution as distortion can occur.

- Legends/Notes:
1. Predicted Greenfield Ground Surface Settlements are shown.
 2. Drawing to be read in conjunction with Atlas Road Logistics Tunnel and Old Oak Common Station Impact Assessment Report (P151-MMD-GT-REP-SS02-SL02-000001).

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Zone	London Metropolitan	Project/Contract	London Metropolitan Area Design
Design Stage	PRELIMINARY	Discipline/Function	Geotechnical
Drawing Title	Atlas Road Logistics Tunnel Plan of Logistic Tunnel Settlement Contours	Drawn	Checked
		RK	KR
		Approved	MP
		Date	Scale
		03/09/2015	AS SHOWN
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		Drawing No.	Rev.
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