Date: 2016

(1) Tidebank UK Limited

(2) [•]

Agreement for Development and Sale

relating to

Unit [•], [•]Building at Daedalus Park Lee-on-the-Solent Hampshire

Blake Morgan LLP
New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG
www.blakemorgan.co.uk
Ref: SGP.HOJ.562671.[ ]

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THIS AGREEMENT IS MADE THE **DAY OF** **2016**

BETWEEN:

(1) **Tidebank UK Limited** whose registered office is at 49 North Shore Road Hayling Island Hampshire PO11 0HN (Company Registration Number 7024441) ("the Seller") and

(2) **[•]** ("the Buyer")

WHEREAS

(A) The Seller has entered into the Main Agreement with the HCA to facilitate the Development

(B) Pursuant to the terms of the Estate Lease granted under the terms of the Main Agreement the Seller can call for transfer the Development (or the relevant part thereof) such transfer to be in the form of the Estate Transfer

IT IS AGREED THAT:

1 DEFINITIONS

In this Agreement the following words and expressions mean:

Buyers Solicitors	[•]
Completion Date	subject to the provisions of clause 14 shall be the tenth working day after written notification to the Buyer of a statement of Practical Completion of the Buildings Works pursuant to clause 8.1
Development	the development of the Property described in **Error! Reference source not found.** of **Error! Reference source not found.** to be carried out pursuant to the Development Obligations
Development Obligations	the provisions conditions and agreements relating to the Development contained in Schedule 2
Documents	the registers of the registered title number HP666937 and the documents referred to therein and the Estate Transfer
Draft Transfer	the draft transfer annexed hereto
Environmental Law	means European Community legislation (including any regulation or directive) the common law legislation (including without limitation subordinate legislation statutory guidance and any order or notice made pursuant to such legislation) any byelaw or judgment or order of any court or administrative tribunal in each case relating to the protection of the Environment

	matters affecting human health and safety the health of other living organisms and / or the disposal deposit spillage release emission or migration of any Hazardous Substance and any code of practice procedure or standard compliance with which is required in order to discharge any duty or to conform with any practice recommended by any governmental or regulatory body in relation to any matter referred to in this definition in any such case whether or not the same has been enacted or is in force at the date of this Agreement
Estate	the Seller's property at Daedalus Park, Lee-on-the-Solent, Hampshire comprising part of the land currently registered with title number HP666937 and comprising part of the land currently registered with title number HP668344 shown edged green on the plan within the Draft Transfer
Estate Development	the development of the Estate described in **Error! Reference source not found.** of **Error! Reference source not found.**
Estate Lease	The Lease granted to the Seller pursuant to the terms of the Main Agreement.
Estate Transfer	The transfer to be entered into between the Homes and Communities Agency and the Seller pursuant to the terms of the Estate Lease and annexed thereto.
Hazardous Substance	means any substance which alone or in combination with one or more others is any one more of the following: waste hazardous volatile toxic ecotoxic radioactive carcinogenic corrosive infectious teratogenic mutagenic oxidizing flammable irritant capable of polluting land water or air capable of causing harm to human health or capable of causing harm to any living organism or ecosystem or likely to cause an actionable nuisance; where any term in this definition is defined in the EC Hazardous Waste Directive (91 / 689 / EEC) it shall bear the meaning assigned to it in that definition except that the definition of "flammable" shall include the definition of "highly inflammable" in that directive
Main Agreement	The agreement dated 27th November 2015 between (1) Homes and Communities Agency (2) the Seller
Management Company	Daedalus Park Management Company Limited

	(company number [•])
Property	the property shown (subject to clause 17.1) edged red on the plan within the Draft Transfer which forms part of the Estate and which is known or intended to be known as Unit [•] Building, Daedalus Park Lee-on-the-Solent, Hampshire
Purchase Price	[•] Thousand pounds (£[•]) plus VAT
Regulatory Authorities	Environmental Health Department of the Local Authority, the local Planning Authority and the Environment Agency or any successor bodies and any other authority with jurisdiction in respect of any Hazardous Substances in on over or under the Property.
Seller's Solicitors	Blake Morgan LLP of New Kings Court Tollgate Chandler's Ford Eastleigh SO53 3LG (Ref: SGP.HOJ.562671)
Standard Conditions	the Standard Commercial Property Conditions (Second Edition)
Transfer	the transfer of the Property to the Purchaser in the form of the Draft Transfer

2 DEVELOPMENT OBLIGATIONS

The parties hereto agree to observe and perform the agreements on their part contained in the Development Obligations

3 AGREEMENT FOR SALE

3.1 Conditional upon the completion of the Estate Transfer and subject to the rights of termination and rescission in clause 14 and in consideration of the Purchase Price the Seller shall sell and the Buyer shall buy the Property on the terms stated in this Agreement

3.2 The Seller acknowledges receipt of a reservation fee of £[•] inclusive of VAT in respect of the Property which shall be deducted from the deposit payable on exchange

3.3 A deposit of 10% of the Purchase Price together with the sum equal to any VAT thereon (having given credit for the reservation fee) shall be paid on the date hereof by CHAPS transfer and paid to the Seller's solicitors as agents for the Seller

4 COMPLETION

4.1 Completion shall take place before 1.00 pm on the Completion Date when the balance of the Purchase Price shall be paid. The Buyer is to pay all monies due on completion by a direct

credit by CHAPS transfer to the Sellers Solicitors CHAPS terminal or to such other terminal as they may reasonably require

4.2 The Buyer shall not in any circumstances (including those referred to in Standard Condition 8.8.2) be entitled to require completion at any time after 5.00 pm. on any working day

4.3 If completion is delayed beyond 1.00 pm on the Completion Date then without prejudice to any other rights of the Seller or the Seller's rights to recover other losses or damages:

4.3.1 the Buyer shall pay interest on the balance of the Purchase Price at the contract rate from and including the Completion Date until the date of actual completion or if earlier the date that this Agreement is determined but ignoring any period of delay caused by the Seller's default

4.3.2 the Buyer shall be liable for and shall indemnify the Seller in respect of all outgoings in respect of the Property from and including the Completion Date until and including the date of actual completion or if earlier the date that this Agreement is determined

4.3.3 unless the Seller is in default the Buyer shall indemnify the Seller in respect of any legal costs and Value Added Tax thereon incurred by reason of the delay such costs being a reasonable sum but not more than £100 plus Value Added Tax or £200 plus Value Added Tax if a notice to complete is prepared

5 TITLE

5.1 Freehold Title to the Property is registered at the Land Registry and has been deduced to the Buyer's Solicitors before the date of this Agreement

5.2 Freehold Title having been deduced prior to the date of this Agreement the Buyer accepts the Seller's title to the Property and shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title but the Buyer may raise requisitions arising out of:

5.2.1 matters revealed by pre-completion searches at the Land Registry which are not registered at the date of this Agreement and of which the Buyer was not aware before the exchange of this Agreement

5.2.2 any mortgage or charge or notice to which the Property is subject and the discharge of any such mortgage or charge or notice or the release of the Property from it

5.2.3 all matters contained in or referred to in the Estate Transfer

5.3 The Seller will complete the purchase of the freehold of the Property prior to the Completion Date but will not have applied to the Land Registry for registration of the freehold interest at the Completion Date.

5.4 Completion shall take place on the Completion Date notwithstanding that the registration of the Seller's title has not been submitted.

5.5 The Seller will use reasonable endeavours to deal with any requisitions raised by the Land Registry in relation to the transfer of the Property to the Seller following the Buyer's application for registration

6 INCUMBRANCES

6.1 The Property is sold subject to the matters affecting the Property as contained or referred to in the Documents (other than any mortgages charges or notices registered in the charges register of the Seller's registered title) and the Draft Transfer and the Buyer shall be deemed to purchase with full knowledge thereof and shall not be entitled to make or raise any objection enquiry or requisition in respect thereof

6.2 The Property is also sold subject to such of the following matters as relate to the Property:

6.2.1 all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges

6.2.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement

6.2.3 all actual or proposed orders directions notices charges restrictions conditions agreements or other matters arising under any town and country planning or highways legislation

6.2.4 all rights (including public rights) easements quasi-easements wayleaves and other similar matters affecting the Property whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement

6.2.5 all matters which override registered dispositions under Schedule 3 of the Land Registration Act 2002 (such schedule being applied subject to and as supplemented by the transitional provisions contained in Schedule 12 of the said Act)

7 VACANT POSSESSION

Subject to the terms hereof the Property is sold with vacant possession on completion

8 CAPACITY

The Seller shall sold the Property with full title guarantee

9 TRANSFER

The Transfer shall be in the form of the Draft Transfer and the Seller shall procure that Daedalus Management Company Limited enter into the Transfer to give the covenants therein contained

10 VALUE ADDED TAX

10.1 The Purchase Price and all other sums and consideration specified herein and supplies made under this Agreement shall be deemed to be exclusive of Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function (VAT)

10.2 The Buyer shall pay all VAT payable in respect of:

10.2.1 the Purchase Price

10.2.2 any sums paid or payable by the Buyer under the terms of this Agreement

10.2.3 any consideration given or to be given by the Buyer under the terms of this Agreement

10.2.4 any other supply made by the Seller under the terms of this Agreement

10.3 The Buyer shall pay all VAT payable in respect of all sums which the Buyer is liable to pay indirectly under the terms of this Agreement by way of reimbursement or indemnity

11 INSURANCE AND SERVICE CHARGES

11.1 The Property shall as from the date of Completion be at the sole risk of the Buyer as regards any loss or damage by fire or other accident or matter

11.2 The Buyer shall pay service charges in accordance with or under the terms of the Draft Transfer from the Completion Date and the date for commencement of the payment of service charges in the Transfer shall be completed accordingly

12 MANAGEMENT COMPANY

12.1 At completion the Buyer shall become a member of the Management Company and the Seller shall procure that the Buyer shall be accepted by the Management Company and that the Management Company register the Buyer as a member of the Management Company on completion

12.2 The Seller agrees that as soon as reasonably practicable after the grant of a long lease (as defined in the Memorandum and Articles of Association) of the final unit on the Estate the Seller will transfer to the Management Company and will procure that the Management Company will accept a transfer of the Seller's interest in the Estate

13 STANDARD CONDITIONS

Part 1 of the Standard Conditions shall be deemed to be incorporated herein as far as they are applicable to a sale by private treaty and are not expressly or by necessary implication varied by or inconsistent with the terms of this Agreement save that:

13.1 Standard Conditions 1.3.3(b), 1.3.6, 1.3.7, 1.4, 3.1.3, 3.2.1, 4, 5, 6.1, 6.2.2, 6.4.2, 6.6.2, 6.6.5, 7.1.1(b), 7.1.2(d), 7.1.4(b), 8.1.3, 8.3.6, 8.3.7, 8.3.8, 10.1 and 10.2.4 shall not apply

13.2 at the end of Standard Condition 1.1.3(b) the following words shall be added namely "which shall be presumed in the case of any mortgage in respect of which the Seller's solicitors confirm that they have a recent redemption figure which (aggregated with recent redemption figures for any other mortgage to be redeemed) is less than the Price (less any deposit paid and not held by the Seller's solicitors)"

13.3 the words "or referred to" shall be added after the word "specified" in Standard Condition 3.1.2(a)

13.4 there shall be deleted from Standard Condition 3.1.2 (c) the words "and could not reasonably"

13.5 Standard Condition 3.3(a) and 3.3(b) shall be deleted and replaced by the words "the buyer will have no rights over the retained land save for any expressly granted in the Lease"

13.6 in Standard Condition 8.1.2 the words "for the purposes only of conditions 8.3 and 9.3" shall not apply and the reference to 2.00 p.m. shall be deleted and the time specified in clause 4.1 substituted

13.7 in Standard Condition 8.4(a) the words "under condition 8.3" shall be replaced by "under this contract" and the following provision shall be added at the end of Standard Condition 8.4:

"(d) any other sums payable upon completion in accordance with this contract"

13.8 Condition 9.1.1 shall be varied to read "If any statement in the contract, or in written replies which the seller's conveyancer has given to any written enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission *by the seller*, the remedies available are (*subject as otherwise provided in this agreement)* as follows"

13.9 in Standard Condition 10.2.5 the words "and is to send the counterpart to the buyer at least 5 working days before the completion date" shall be deleted

13.10 the "contract rate" shall be 4% above the base rate from time to time of National Westminster Bank plc

14 TERMINATION

14.1 In the event that the Buyer becomes Insolvent (as that expression is defined in the following sub-clause of this Agreement) the Seller shall be at liberty to terminate this Agreement by notice in writing to the Buyer whereupon any deposit paid shall be forfeit and the Seller shall be entitled to retain such deposit or (if previously held by the Seller's Solicitors as stakeholders) to receive it

14.2 "Insolvent" for the purposes of this Agreement means in relation to a company that a proposal is made for a voluntary arrangement under Part 1 of the Insolvency Act 1986 ("the Act") or a petition is presented for an administration order under Part 2 of the Act or a receiver administrative receiver administrator or manager is appointed or the company goes into liquidation as defined in Section 247(2) of the Act (other than a voluntary winding up solely for the purposes of amalgamation or reconstruction of a solvent company) or a provisional

liquidator is appointed under Section 135 of the Act or a proposal is made for a scheme of arrangement under the Companies Act 1985 Section 425 and in relation to an individual means that an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the Act or a bankruptcy petition is presented to the court or the individuals circumstances are such that a bankruptcy petition could be presented under Part IX of the Act or the individual enters into a deed of arrangement or a receiver of the income of the Property is appointed under the Law of Property Act 1925 Section 101

15 SERVICE OF DOCUMENTS

A notice or document sent by first class recorded delivery post is to be treated as served on the second working day after posting whenever and whether or not it is received

16 CONDITION OF THE PROPERTY

16.1 The word “substance” includes any natural or artificial substance or material whether in the form of a solid liquid gas or vapour

16.2 The Buyer acknowledges that it has been given permission and opportunity to enter and carry out investigations (including intrusive investigations) at the Property and has entered into this Agreement relying solely on the basis of its own independent investigation of the Property and the parties declare (after having taken independent appropriate professional advice) that the Purchase Price reflects the state and condition of the Property in all respects including (but not by way of limitation) the fact that the property was formerly used as a Royal Navy airfield and that the Buyer accepts the Property in such state and condition and will take full responsibility for the condition of the Property and indemnifies and will keep indemnified theSeller from and against all liability losses costs and expenses arising out of or relating to the condition of the Property and any substance now (or at any time) in on under or emanating from the Property

17 EFFECT OF AGREEMENT

17.1 The plan attached and referred to in the Draft Transfer represents the intentions of the Seller as to the development of the Estate but neither any slight variation in the actual dimensions or the precise location of the Property or the roads or ways or parking spaces directly serving it nor any variation of the development on any other part of the Estate shall give rise to any claim by the Buyer for compensation rescission or otherwise and the Seller shall be entitled to substitute in the Transfer of the Property and the Buyer agrees to accept a revised plan showing the Property as set out or as built providing firstly that any differences between the plan now annexed and the varied plan are (in so far as they directly affect the Property) slight and secondly that if the plan now annexed is a layout plan approved by the Land Registry then the variations are also approved

17.2 This Agreement and the conditions herein contained constitute the entire agreement relating to the Property between the parties

17.3 The Buyer acknowledges that it has not entered into this Agreement in reliance wholly or partly upon any statement or representation whether made orally in writing or otherwise howsoever by or on behalf of the Seller save for the written replies of the Seller's Solicitors to written enquiries made by the Buyer's Solicitors

17.4 This Agreement insofar as any conditions hereof have not been performed at completion shall remain in effect after completion and shall not merge in the assurance to the Buyer

17.5 The Buyer shall not be entitled to transfer the benefit of this Agreement nor shall the Seller be liable to or owe any duty to anyone other than the Buyer

17.6 No provision in this Agreement is intended in the absence of express contrary provision to be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999

17.7 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force

17.8 Words used in this Agreement importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa

17.9 Where any party comprises more than one person the obligations and liabilities of those persons shall be joint and several

17.10 The clause headings do not affect the interpretation of this Agreement

17.11 References in this Agreement to the Property include any part of it

17.12 If any provision in this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of this Agreement is to be unaffected and the illegal invalid or unenforceable term shall be severed from the remainder of this Agreement

AS WITNESS the hands of the parties hereto the day and year first before written

Schedule 1

Part 1
Description of estate development

The construction on the Estate of industrial units together with car parking vehicular and pedestrian access and associated infrastructure as shown on the plan attached to the Draft Transfer.

Part 2
Description of the development

The construction on the Property of the building described in the Specification.

Schedule 2
Development Obligations

1 INTERPRETATION

1.1 In this Agreement:

Architect	Forum Architecture Limited or such other firm as may be appointed by the Seller as architect
Architect's Warranty	a warranty by the Architect in the form attached
Building Contract	the building contract for the carrying out of the Building Works and the Estate Development or part of it to be entered into by the Seller and the Building Contractor as the same may be varied from time to time
Building Contractor	the building contractor appointed by the Seller in respect of the Building Works
Building Contractor's Warranty	a warranty by the Building Contractor in the form attached
Building Works	the carrying out of the Development as described in **Error! Reference source not found.** of **Error! Reference source not found.** of this Agreement
CDM Regulations	the Construction (Design and Management) Regulations 2015
Development Period	the period during which the Building Works are carried out commencing on the date of entry on the Property by the Building Contractor and ending on the date of Practical Completion
Employer's Agent	the Seller or such person as the Seller may appoint for such purpose and whose details are notified to the Buyer in writing
Practical Completion	the practical completion of the Building Works as determined pursuant to the Building Contract and the "date of Practical Completion" for the purposes of this Agreement means the date of practical completion as determined under the Building Contract
Relevant Variation	any alteration or addition to or omission of anything from the Specification or the use of any materials in substitution for those specified in the Specification which in either case relates directly to the Development

Requisite Consents	has the meaning assigned to it by paragraph 3.2
Specification	the Specification of the Development annexed hereto including (subject to paragraph 2) as they are from time to time made any variations from alterations and additions to and revisions of the same

1.2 Unless the context otherwise requires references to a paragraph are to a paragraph of this Schedule and references to a clause are to a clause of this Agreement

1.3 The paragraph headings in this Schedule are for convenience only and do not affect its interpretation

1.4 References to "liability" unless the context otherwise requires include claims demands proceedings damages losses costs and expenses

2 VARIATIONS

2.1 The Seller will not make any Relevant Variation without the consent of the Buyer (such consent not to be unreasonably withheld or delayed) except as permitted under paragraph 2.2

2.2 The Seller may make a Relevant Variation without the Buyer's consent if:

2.2.1 the Relevant Variation is insubstantial or immaterial or of routine nature

2.2.2 the Relevant Variation does not materially affect the value or use of the Development when completed

2.2.3 in the case of a Relevant Variation involving substitution of materials the materials substituted are suitable and of an equivalent or superior standard

2.2.4 the Relevant Variation is required by the local planning authority or building control officer

but the Seller shall notify the Buyer of any material Relevant Variations within a reasonable time.

2.3 For the avoidance of doubt it is agreed and declared that the Seller shall be at liberty to vary

2.3.1 the plans or specifications annexed to or forming part of the Building Contract (whether or not the plans or specifications varied comprise part of the Specification) for buildings or car parking areas to be constructed on the Estate other than the Development

2.3.2 such plans or specifications relating to common parts which do not relate directly to the Development

without obtaining the Buyer's consent pursuant to paragraph 2.1 or otherwise

3 REQUISITE CONSENTS

3.1 The Seller will apply for and use all reasonable endeavours to obtain all Requisite Consents from time to time as may be appropriate before and throughout the course of the Development.

3.2 The Requisite Consents are:

3.2.1 planning permission and approval of reserved matters

3.2.2 building regulations and by-law approvals

3.2.3 the requirements of all competent authorities regulating the Building Works

4 THE BUILDING CONTRACTOR

4.1 The Seller is responsible for the appointment and employment of the Building Contractor

4.2 This paragraph also applies to the appointment of a building contractor by way of replacement of the Building Contractor

5 THE BUILDING WORKS

5.1 The Seller

5.1.1 will use his reasonable endeavours to complete the Building Works within 52 weeks after their commencement but the time for completion shall not be of the essence and shall be extended by:

(a) the aggregate of the periods of extension commensurate with those allowed to the Building Contractor under the terms of the Building Contract

(b) such periods as may be reasonable in respect of other delays beyond the control of the Seller

and such extensions shall run consecutively or concurrently as may be fair and reasonable in the circumstances The Seller shall not in any event be liable to the Buyer whether by way of compensation damages costs or otherwise if completion of the Building Works is delayed for any reason

5.2 The Seller will use all reasonable endeavours to procure that the Building Works are carried out:

5.2.1 in a good and workmanlike manner and in accordance with good building practice

5.2.2 with good and suitable materials

5.2.3 in accordance with the Specification and the Requisite Consents

5.2.4 in compliance with all and any requirements and codes of practice of the local authorities and competent authorities affecting the Building Works and / or the Property

5.2.5 with due diligence

5.3 The Seller will procure and deliver to the Buyer as soon as reasonably practicable after the date of Practical Completion a copy of the health and safety file and will endeavour to ensure it is prepared maintained and completed as required by the CDM Regulations

6 INSPECTION OF THE BUILDING WORKS BY THE BUYER

6.1 The Buyer and its advisers may at all reasonable times during the Development Period by arrangement with the Seller and the Employer's Agent (if appointed) enter the Property accompanied if required by a representative of the Building Contractor and/or the Seller in order to inspect and view the state and progress of the Building Works and the materials used

6.2 The Buyer and its advisers in doing so may not impede or obstruct the progress of the Building Works nor issue any instructions to the Building Contractor or any workmen employed on the Property but any requirement comment objection or complaint shall be made only to the Seller or the Employer's Agent (if appointed)

6.3 The Buyer agrees that it will or will procure that its advisers will make known to the Seller or the Employer's Agent (if appointed) as soon as practicable after each inspection any requirement comment objection or complaint that it or its advisers have with regard to the Building Works and that any such requirement comment objection or complaint must either be made in writing or must be confirmed in writing by the Buyer to the Seller within a reasonable period

6.4 Neither the Buyer nor its professional advisors shall be at liberty to make any representations or notices to the Seller pursuant to either paragraphs 8 or 9 of this Schedule in respect of matters not notified pursuant to paragraph 6.3 which a competent and experienced building surveyor inspecting on the occasions when the Buyer's advisors inspected would or reasonably should have noted and notified to the Seller pursuant to paragraph 6.

6.5 The Seller will pay due regard to requirements of the Buyer or his professional advisers which are consistent with the terms of this Schedule

7 INSURANCE

7.1 The Seller will at all times during the Development Period keep insured or (if the Building Contract provides that the Building Contractor will insure) use all reasonable endeavours to procure the insurance of the relevant structures in their full reinstatement cost for the time being and unfixed goods and materials in connection with the Building Works in their full replacement cost for the time being against the insured risks with an insurer of repute and will produce to the Buyer within 21 days of demand reasonable evidence of the terms of the policy and of payment of the premium

7.2 For the purposes of paragraph 7.1:

7.2.1 the insured risks are (if the Building Contract provides that the Building Contractor will insure) those risks which the Building Contract obliges the Building Contractor to insure or (if the Building Contract does not provide that the Building Contractor will insure) such of fire lightning explosion storm tempest flood bursting or overflowing of water tanks apparatus or pipes earthquake aircraft and other aerial devices or articles dropped from them riot and civil commotion and malicious damage as the Seller can insure in the usual course of business at normal commercial rates with its usual insurer and such other risks as the Seller may reasonably require to be insured and

7.2.2 the relevant structures are the buildings and structures constructed or in the course of construction as part of the Building Works but excluding temporary buildings, plant, tools and equipment owned or hired by the Building Contractor

7.3 The Seller will or (if the Building Contract provides that the Building Contractor will insure) will use all reasonable endeavours to cause all Building Works damaged or destroyed by any of the risks which have been insured either by the Seller or by the Building Contractor pursuant to the Building Contract to be reinstated with due diligence, and replace or repair any unfixed materials or goods destroyed or damaged by any of the risks which have been insured either by the Seller or by the Building Contractor pursuant to the Building Contract and remove and dispose of any debris and proceed as soon as may be practicable with carrying out and completion of the Building Works

7.4 The Seller shall be at liberty to rescind this Agreement by notice in writing to the Buyer given within six months of any destruction of or damage to the Building Works in the event that such destruction or damage is uninsured or if the Building Contractor has not (for any reason) reinstated such destruction of or damage to the Building Works pursuant to an obligation on the part of the Building Contractor in the Building Contract

8 PRACTICAL COMPLETION

8.1 The Seller will give or will procure that the Architect gives at least three working days' notice to the Buyer of the date and time at which the Architect will inspect the Building Works with a view to issuing a written statement under the Building Contract on behalf of the Seller that the Building Works are practically complete in order to allow the Buyer and his professional advisers the opportunity to attend such inspection

8.2 The Buyer or its professional advisers

8.2.1 may prior to the inspection make representations in writing to the Seller that the Building Works are not practically complete and must briefly specify its reasons and further may make verbal representations at the inspection

8.2.2 shall be at liberty to attend the inspection of the Building Works made with a view to issuing confirmation of Practical Completion under the Building Contract and comment objection or complaint made verbally must be recorded in writing by the Buyer to the Seller within five working days of the inspection

BUT notwithstanding the provisions of this paragraph 8.2 the Architect shall have an absolute discretion as to whether to issue a statement of Practical Completion under the

Building Contract on behalf of the Seller and the statement when issued shall be final and binding upon the parties in the absence of manifest error or fraud

8.3 The Seller's Solicitors shall serve upon the Buyer's Solicitors a copy of the Architect's written statement of Practical Completion issued on behalf of the Seller pursuant to the Building Contract

8.4 If for any reason either the inspection of which notice has been given under paragraph 8.1 does not proceed or the Architect declines to issue a statement of Practical Completion on behalf of the Seller under the Building Contract then the Seller shall be at liberty to give (or procure the giving of) a further notice under paragraph 8.1 hereof but the notice period may be reduced to two working days' notice

8.5 After Practical Completion the Seller shall have no liability to the Buyer in connection with or arising from the Building Works save as provided in paragraphs 9 and 10

9 DEFECTS LIABILITY

9.1 In this paragraph a "notified defect" is a defect in the Building Works which is a defect for the purposes of the Building Contract and which is notified in writing by the Buyer to the Seller not less than 10 days prior to the expiration of the defects liability period specified in or ascertained pursuant to the provisions of the Building Contract in respect of the Building Works (time to be of the essence)

9.2 The Seller shall use all reasonable endeavours to procure that the Building Contractor makes good any notified defects in accordance with the terms of the Building Contract

9.3 If the Buyer has given notice of defects in accordance with paragraph 9.1 the following provisions shall apply

9.3.1 the Seller will give or will procure that the Architect gives at least five working days' notice to the Buyer of the date and time at which an inspection of the Building Works will take place with a view to the issue of a notice under the Building Contract of the completion of the making good of defects (referred to in this paragraph as the "defects completion notice")

9.3.2 the Buyer or its professional advisers may prior to the inspection make representations in writing to the Seller or the Architect that defects of which it has given notice in accordance with paragraph 9.1 have not been made good in accordance with the terms of the Building Contract and must briefly specify its reasons and further may attend and make verbal representations at the inspection but comment objection or complaint made verbally must be recorded in writing to the Seller and the Architect within two working days of the inspection

9.3.3 notwithstanding the provisions of this paragraph 9 the Architect shall have an absolute discretion as to whether to issue a defects completion notice under the Building Contract on behalf of the Seller and the notice when issued shall be final and binding upon the parties in the absence of manifest error or fraud

9.3.4 if for any reason either the inspection of which notice was given under paragraph 9.3.1 does not proceed or the Architect declines to issue a defects completion notice under the Building Contract on behalf of the Seller then the Seller shall be at liberty to give (or procure the giving of) a further notice under paragraph 9.3.1 but the notice period may be reduced to three working days' notice

9.3.5 the Seller shall provide a copy of the defects completion notice to the Buyer following its issue

9.3.6 after the issue of the defects completion notice the Seller shall have no liability to the Buyer in respect of the notified defects

9.3.7 the Buyer will provide access to the Employer's Agent the Architect the Building Contractor and the Seller and all persons authorised by them for the purposes referred to in this paragraph

10 WARRANTIES

10.1 The Architect's Warranty and the Building Contractor's Warranty shall be substantially in the form of the draft warranties annexed hereto marked ACW and BCW respectively but with such variations as the Seller (acting reasonably) shall require

10.2 The Seller will use all reasonable endeavours to procure that the Architect's Warranty and the Building Contractor's Warranty are provided to the Buyer on or before the Completion Date or as soon as reasonably practicable thereafter. Non-delivery of such warranties on the Completion date shall not entitle the Buyer to delay completion

AS WITNESS whereof the hands of this day and year first before written

Signed by **KEVIN JONES** on behalf of **TIDEBANK UK LIMITED:**

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Director

Signed by the **BUYER:**

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Enclosures:

1. Draft Transfer
2. Transfer Plan
3. Specification
4. Architects Collateral Warranty
5. Building Contractors Collateral Warranty