DATED_____2016

FORUM ARCHITECTURE LIMITED (1)

ALI NAIL, JACK WORRALL AND ZAINE BROOKES (2)

DEED OF WARRANTY

FROM CONSULTANT

RE Unit D4, Daedalus

THIS DEED is made and delivered on the day of 2016

BETWEEN:

(1) **FORUM ARCHITECTURE LIMITED** (Company Number 8647582) of Studio 52, Basepoint, Andersons Road, Southampton, Hampshire, SO14 5FE ("the Consultant")

(2) **ALI NAIL, JACK WORRALL AND ZAINE BROOKES** %12 Regent Trade Park Barwell Lane Gosport Hampshire PO13 0EQ ("**Beneficiary**")

RECITALS

A. TIDEBANK UK LTD (Company Registration 07024441) ("**Employer**") has entered or may enter into a building contract ("**Building Contract**") with a contractor ("**Contractor**") for the design and construction of seven buildings together with the associated roads, parking, drainage and other external work ("**Works**") at Daedulus Park, Lee-on-the-Solent, PO13 9AY ("**Site**").

[B. By a contract ("**Appointment**") (which definition includes any variations to the contract which from time to time may be agreed between the Contractor and the Consultant) dated 9th February 2016 the Contractor has sub-contracted the Consultant to carry out Architectural Services.

C. The Beneficiary owns a freehold interest in the Site.

D. The Consultant has agreed to enter into this Deed with the Beneficiary.

THE PARTIES AGREE AS FOLLOWS:

1 WARRANTIES etc

1.1 The Consultant undertakes, represents and warrants to the Beneficiary that it has exercised and shall continue to exercise in carrying out the Services (as defined in the Appointment) all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant providing such Services, and who is experienced in carrying out such Services for works of a similar size, scope and complexity as the Works.

1.2 Without prejudice to clause 1.1, the Consultant undertakes, represents and warrants to the Beneficiary that:

(a) it has duly performed, and will hereafter duly perform, its obligations under and pursuant to the terms of the Appointment; and

(b) it owes to the Beneficiary a duty of care in the performance of all the obligations and duties which the Consultant has agreed to carry out under the Appointment.

2 MATERIALS NOT TO BE USED

2.1 The Consultant undertakes, represents and warrants to the Beneficiary that to the extent that it is obliged to select or approve substances or materials for use in the Works:

(a) it shall act in accordance with the guidance contained in the publication, "Good Practice in the Selection of Construction Materials" (2011, published by the British Council for Offices); and

(b) that no other substances or materials generally known to be deleterious at the time of specification or approval, or which are prohibited by the Building Contract or the Appointment, or which do not comply with any applicable British Standard or European Standard or any applicable Code of Practice, shall be specified or approved by the Consultant for use in the Works.

3 INTELLECTUAL PROPERTY

3.1 Copyright and registered and unregistered design right in all Documents will remain vested in the Consultant but the Consultant hereby grants (or if such a grant cannot legally take place until a later date agrees to grant) to the Beneficiary with effect from the date of this Deed or in the case of Documents not yet in existence with effect from the creation of them an irrevocable royalty free non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the Consultant's obligations or termination of its employment under the Appointment or any dispute under the Appointment) to use and reproduce all Documents for any purpose whatsoever connected with the Works (including but without limitation the execution, completion, maintenance, sale, letting, advertisement, modification, extension, reinstatement and repair of the Works). Such licence will carry the right to grant sub-licences and will be transferrable to third parties.

3.2 The Consultant will not be liable for any use the Beneficiary may make of the Documents for any purpose other than that for which they were originally provided unless the Consultant authorises such use and confirms that the Documents are suitable for it.

3.3 The Consultant warrants that the Documents (save to the extent that duly authorised sub-consultants have been used to prepare them) are and will be its own original work and that in any event their use in connection with the Works will not infringe the rights of any other person. The Consultant further warrants that where duly authorised sub-consultants have been used or are used their work is and will be original and that it will obtain the necessary consents in relation to clause 3.1.

3.4 The Consultant agrees that on the Beneficiary's reasonable request at any time and following reasonable prior written notice it will give the Beneficiary or those authorised by it access to the Documents and will provide copies of them (including copy negatives and/or CAD disks or other approved electronic versions) at the Beneficiary's expense.

3.5 The Consultant now waives and agrees to waive and not to assert (and agrees to procure that any sub-consultants do likewise) all moral rights in the Documents under Chapter IV of the Copyright, Designs and Patents Act 1988.

3.6 For the purposes of this clause 3, "Documents" means all drawings, details, plans, reports, calculations, specifications, bills of quantities levels and setting out details and other documents of any nature whatsoever and designs contained in them (and any works executed from them) provided by or on behalf of the Consultant in the course of performing its obligations under the Appointment.

4 INSURANCE

4.1 Without prejudice to the Consultant 's obligations under this Deed or otherwise at law, the Consultant undertakes and warrants that to the extent it has not already done so it will forthwith procure at its own cost professional indemnity insurance for a sum not less than £5,000,000 in respect of each and every claim to cover the Consultant 's obligations arising from or relating to the Appointment and this Deed.

4.2 The insurance required hereunder is to be with a reputable and authorised insurance company carrying on insurance business in the United Kingdom, not to be subject to any unusual terms or excesses having regard to the cover which is available in the insurance market to competent consultants of the same discipline as the Consultant with a good claims record.

4.3 The Consultant further undertakes and warrants that the insurance cover required hereunder will be maintained from the date of this Deed for a period of twelve years from the practical completion certificate or statement (or equivalent) under the Building Contract, or if there is no Building Contract at the date of completion of the Services, then 12 years from the date of completion or abandonment of the Services, and for so long as cover remains available in the market at commercially reasonable rates to competent consultants with a good claims record of the same profession as the Consultant.

4.4 The Consultant shall produce to the Beneficiary, whenever requested and without delay such documentary evidence as the Beneficiary may reasonably require and such other satisfactory evidence that the insurance required is in force, and in any event notify the Beneficiary forthwith upon its inability to obtain cover, or the cancellation of the insurance, or its inability to renew the insurance and discuss with the Beneficiary the means of best protecting the position of the Beneficiary in the absence of such insurance. The Consultant shall in respect of a claim by or on account of the Beneficiary hold any money received from such insurance (except for the Consultant's legal costs in respect of that particular claim) on trust for the Beneficiary, and shall not make any deduction from those monies without first obtaining the Beneficiary's consent in writing.

5 ASSIGNMENT

5.1 This Deed or any part or any benefit or interest under it may, without the consent of the Consultant, be assigned by the Beneficiary on no more than two occasions. Any assignment to a funder by way of a charge and re-assignment on redemption shall not count towards the permitted assignments under this clause.

5.2 The Consultant cannot assign this Deed or any part or any benefit or interest under it.

5.3 The Consultant will not contend that any assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary hereunder or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the site or that original Beneficiary or any intermediate Beneficiary has not suffered any or as much loss.

6 GENERAL

6.1 The Consultant shall in relation to this Deed, have no greater liability to the Beneficiary than if the Beneficiary were named as a co-employer under the Appointment, but for which purposes any counterclaim or set-off by the Consultant shall be disregarded.

6.2 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of practical completion (or equivalent) of the Works (as certified under the Building Contract) or if there is no Building Contract at the date of completion of the Services, then 12 years from the date of completion or abandonment of the Services.

7 SEPARATE OBLIGATIONS

7.1 This Deed shall have effect notwithstanding any dispute, including as to fees, or the failure (howsoever arising) of any other person to enter into a similar Deed with the Beneficiary and/or the Employer and/or the Contractor.

7.2 No approval or inspection of the documents prepared by the Consultant in relation to design of the Works and no approval inspection or testing of any of the Works or any attendance at site meetings by or on behalf of the Beneficiary or any other party shall wholly or partly relieve the Consultant from its obligations under this Deed.

8 NOTICE

Any notice given hereunder shall be made in writing and shall be sent by pre-paid first class post, registered post, recorded delivery or delivered by hand addressed to the Beneficiary or the Consultant (as the case may be) at the address or place of business referred to herein or such other address or place of business last notified in writing by the Beneficiary or the Consultant (as the case may be) to the other.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Beneficiary and the Consultant do not intend to confer, and nothing in this Deed shall be construed as conferring, on a third party a benefit or a right to enforce a term of this Deed.

10 GOVERNING LAW and JURISDICTION

This Deed is governed by English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

11 INTERPRETATION

11.1 In this Deed:

(a) Reference to "Beneficiary", "Employer" and "Contractor" includes their successors in title and assigns.

(b) Headings are for reference only and are not to be used for the interpretation of this Deed.

(c) Nothing shall give rise to any liability by the Beneficiary to the Consultant.

(d) Reference to a "person" includes any company, individual, firm, corporation, board, partnership, authority or other body.

(e) If the Consultant is at any time more than one person any reference to the Consultant shall include each such person (and where the Consultant is a partnership each and all its partners) and any covenants and other obligations

expressed or implied shall be deemed to be joint and several covenants and obligations of each such person (and in the case of a partnership joint and several covenants and obligations of each and all its partners).

(f) Words importing one gender shall include any other gender and words importing the singular shall include the plural and vice versa.

IN WITNESS whereof the parties have executed this document as a Deed on the date shown on the first page.

EXECUTED (but not delivered
until the date hereof) **AS A DEED**
by **ALI NAIL, JACK WORRALL AND ZAINE BROOKES**
acting by:

.....
Director

.....
Director/Company Secretary

EXECUTED (but not delivered until
the date hereof) **AS A DEED** by
FORUM ARCHITECTURE LIMITED acting by:

.....
Director

.....
Director/Company Secretary