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Design and Build Contract 2016

Clause 7.4 Third Party Rights

A copy of this is to be provided by the main contractor on execution of the contract and by all other parties as part of a clause 3.3

Model Form for the Rights Particulars

(A) Rights to be granted by the Contractor

Daedalus Site B Technology Park
New Airfield Perimeter Road
Lee on Solent
PO13 9FX

1 Identity of Beneficiaries

Purchasers/Tenants (P&T)
(Specify by name or category)

Tidebank (UK) Limited
Purchasers/Tenants

Funder (F)

Tidebank (UK) Limited
AN Other as notified from time to time

2 Mode of Grant

Rights to be granted as Third Party Rights

3 Applicable Terms

(References below to paragraphs are to those in the relevant part of Schedule 5 of the Design and Build Contract)

(P&T) Liability for Other Losses

- 1.1.2 is to applies for any beneficiary
- Liability is limited up to the value of the insurance cover carried by the sub-contractor. (£5m)

(P&T and F) Net Contribution

If for the purpose of the Net Contribution provisions the definition of Consultants in clause 7.4.3 of the Contract Conditions is to be modified, state the modifications.

None

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Execution as a Deed

Executed as a Deed by the Contractor or Sub-Contractor

Namely[1] _____

(A) acting by a Director and the Company Secretary/two Directors of the company [2,3]

DAVID BARNETT *(Print name of signatory)* and GARY SHEATH *(Print name of signatory)*

Signature Director and *Signature* Company Secretary/Director

(B) By affixing hereto the common seal of the Company/Other Body Corporate [2,4]

Signature Director

Signature (Company Secretary/Director)

[Common Seal of Company]

(C) By attested signature of a single Director of the Company [2,5]

Signature Director

In the presence of

Witness' Signature *Print Name*

Witness' Address

(D) by attested signature of the individual [6]

Signature

In the presence of

Witness Signature *Print Name*

Witness Address

Note: The numbers on this page refer to the numbered paragraphs in the Notes on Execution as a Deed

The Sub-Contract has been signed on the strict basis that the Amendments within Appendix 6 are agreed as per emails dated 9 October 2018

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Amendments dated 4th October 2018 to Sub-Contract Order No: A1711/KB00648 dated 13 September 2018 Rev A (dated 9 October 2018)

The following takes president over all other sub-contract documents;

Page 1 of 21
6th paragraph up from bottom, first line deletes the words "and maintain"

Page 2 of 21
3.7 Delete the words "such other provision shall prevail" and insert the words "sub-contract pre-order meeting minutes will prevail with the except of the Futuremost amendments dated 4 October 2018"

Acceptance of this Sub-Contract Order and attestation
4.1 Delete in its entirety
4.2 Delete in its entirety

Page 3 of 21
4.3 Delete the words "and whether or not you have complied with clause 4.1 and /or clause 4.2 of this Sub-Contract Order."

Page 4 of 21
First Schedule
4th paragraph down delete the words "issued at tender further copy available upon request" and insert the words "and will only be applicable to Sub-Contract if a copy has been issued to Sub-Contractor Head Office"

5th paragraph down delete the words "issued at tender further copy available upon request" and insert the words "and will only be applicable to Sub-Contract if a copy has been issued to Sub-Contractor Head Office"

6th paragraph delete in its entirety from "The Sub-Contractor shall be deemed to have had a copy" onwards

Page 5 of 21
Third Schedule
(A)
Delete the words/ paragraph from "Treatment of any difference between a quantity stated" onwards

Page 7 of 21
(F)
After the words "Daywork rates, prices" insert the rates "; Tradesman £75.00 per hour (per 2-man team), Labourer £35.00 per hour (per man), Plant cost +30%, Materials cost + 40%,".

Page 8 of 21
Fifth Schedule
Insurance (Clause 14)
(A)
(i) Employers liability insurance:
Minimum amount: delete all words" and insert the sum "£10 Million"
Period "delete all words"

(ii)Third party/ public liability insurance:
Minimum amount delete the sum "£10 Million (ten million pounds unless otherwise stated)" insert the sum "£5 Million"
Period "delete all words"
(iv) Sub-Contract Works
Minimum amount: delete all the words and insert "£500,000 maximum contract price"
Period "delete all words"

Page 9 of 21
Part II – Contractor's policy of insurance (Clause 14 (2))
Delete the words "The Contractor will not be providing any insurance pursuant to Clause 14(2)

Sixth Schedule
Page 10 of 21
Clause 2(2)
Delete "supervision" and insert "working supervision"

Page 15 of 21
Clause 15(6)
Second paragraph delete the word "eight" and insert the word "one"

Page 17 of 21
Clause 21
Delete in its entirety

Page 21 of 21
9 Paragraph down delete the words "complete and maintain"

Appendix 1
Specification & Drawings
Forum Architects
~~Delete all drawing references as not received or incorrectly listed and replace as follows:~~

~~HE-ZZ-DR-A-XXXX-6200 P5~~
~~IN-ZZ-DR-A-XX-6200 P6~~
~~JU-ZZ-DR-A-XX-6200 P5~~
~~KE-ZZ-DR-A-XX-6200 P6~~

~~HE-ZZ-DR-A-XXXX-3000 P2~~
~~JU-ZZ-DR-A-XXXX-3000 P3~~
~~IN-ZZ-DR-A-XXXX-3000 P4~~ Refer email dated 9 October 2018 - DOC 1 B Drawings Rev B / Knights Brown Construction Ltd Specification & Drawings

Appendix 3
Schedule of Attendances
1.Statutory Health and Welfare Facilities
1.6 Add the words in comment column "Working Foreman"

3 Plant
3.1 Certificated and Competent Operators
Add the words in comment column "Scissor Lift Only"

3.2 Check valves / exemption certificates
Delete "X" from SC column

3.3 Lifting equipment and accessories certification
Delete "X" from SC column

3.4 Special Plant items (if any)
Add the words in comment column "Scissor Lift Only"

3.4 a Small Plant: Clipper saws, generators, drills etc
Delete "X" from SC column
6 Unloading (sorting included) of materials
6.2 Mechanically assisted unloading
Delete "X" from SC column

1.Fork Lift provided by- Delete "X" from SC column
2. Self unloading - Delete "X" from SC column
3. Certified Fork Lift driver provided by - Delete "X" from SC column

7. Distribution of materials
7.2 Hoisting and placing in position - Delete "X" from SC column
7.3 Site haulage (trailer, dumper etc)- Delete "X" from SC column
7.5 Craneage facilities (Provision / use of) -Delete "X" from SC column
7.6 Crane Testing /certification, Planning- Delete "X" from SC column
7.7 Lift plans - Delete "X" from SC column
7.8 Certified operator- Delete "X" from SC column

8. Testing of Materials
8.1 General Testing of materials - Delete "X" from SC column
8.2 Testing of the works - Delete "X" from SC column

9. Storage
9.2 Sheds / lockups - Delete "X" from SC column

10. Access Requirements
10.1 Scaffolding to working height below 3.35m- Delete "X" from SC column
10.2 Scaffolding to working height above 3.35m- Delete "X" from SC column
10.3 External perimeter scaffold including ladder - Delete "X" from SC column
10.4 Access Towers (provision, movement inspection- Delete "X" from SC column
10.5 Powered Access (inc. movement inspection)- Add the words in comment column "Scissor Lift Only"
10.7 Ladders - Delete "X" from SC column
10.8 Inspection of Access Equipment - Delete "X" from SC column

11. BWIC- Setting Out Forming
11.3 Setting out chases, holes, cast in Fixings etc - Delete "X" from SC column

14. Water for the Sub-Contract Works
14.2 Hoses, barrels - Delete "X" from SC column

15. Lighting and Power for Sub-Contracted Works
15.3 Generators (if no permanent power)- Delete "X" from SC column

16. Protection of the works
Add clarification in comments column "Protection allowed to window, doorset, curtain is low tack tape to front and back faces but no returns or beading, glass to have clear film applied. Note any large / heavy double-glazed units will only be protected one side to allow the use of glass suckers and existing work will not be protected" Removal of protection / labels on outside and inside by Knight Brown Construction Ltd within 3 months of installation"

20. Information for Completion Documents
20.1 Commissioning of the Sub-Contract Works - Delete "X" from SC column
20.2 Final Commission on completion of the main contract works (if separated) - Delete "X" from SC column
20.5 Works Inspected and Tested as per the Inspection and Test Plan - Delete "X" from SC column

12. Defects and Retention Period
After the words "Emergency Items – Action within 24" insert the words "-48"

After the words "Urgent Items – Action within 5" insert the words "-10"

After the words "Non Urgent Items – Action within 10" insert the words "-20"

Amendments dated 4th October 2018 to Sub-Contract Pre-Order Meeting Minutes dated 4 September 2018 Rev A (dated 9 October 2018)

The following takes president over all other sub-contract documents;

Page 2
1.Main Contract Details
1.5 Liquidated Damages
Delete the Sum "£2,200" in regard to the Subcontract only and insert the sum "£0.00"

2.2 Delete the words "/Temporary Materials"

Page 4
5b.7
Delete the words "As required" and insert the words "Scissor Lift"

Page 5
7.3 Public Liability
In the Sub-contractor's column delete the sum "£10m" and insert the sum "£5m"

7.8 Professional Indemnity Insurance
~~In the Sub-contractor's column delete the sum "£5m" and insert the sum "£2m" matches subcontractor fifth schedule~~
Reverts back to 5 million as per email dated 9 October 2018

Schedule of Attendances
Refer to Futuremost Subcontract Amendments dated 4th October 2018 to Sub-Contract Order No: A1711/KB00648 dated 13 September 2018.

Appendix 6

Derek Axelsen

From: Derek Axelsen
Sent: 09 October 2018 12:54
To: 'Steve Ryves'
Cc: Andy Perry (andy.perry@futuremost.com); Ray Vickers (ray.vickers@futuremost.com); 'Ben Race'; 'James Adams'
Subject: RE: Tidebank Site B
Attachments: Futuremost - Doc 1 b - Drawings Rev B.DOCX

Hello Steve,

Thank you for agreeing to all our amendments detailed within our letter dated 4 October 2018, with the exception of the below items. In regard to these items we would comment as follows:

- Professional Indemnity- We agree at 5 million.
- Drawings – We agree we have received them, all as evidenced on your below email with attachments. Please note we have corrected drawing list, see attached, red text items and also note we have deleted an "X" from three 6200 numbers, one 6201 number. Whoever thought of these numbers should be shot ! Lol!

We trust the above now meets your approval.

Best Regards

Derek Axelsen – Commercial Manager
Futuremost - The Pyramid Centre - Airport Service Road - Portsmouth - Hampshire - PO3 5SH
Direct dial: 023 9387 7042 Extension: 1221 Fax: 023 9267 0909

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Directors: G.Sheath/D.Barrett

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From: Steve Ryves <steve.ryves@knightsbrown.co.uk>
Sent: 09 October 2018 11:53
To: Derek Axelsen <Derek.Axelsen@futuremost.com>
Cc: Ben Race <Ben.Race@knightsbrown.co.uk>; James Adams <james.adams@knightsbrown.co.uk>
Subject: Tidebank Site B

Hello Derek,

Thanks for your letter dated the 4th October 2018.

We've been through your list of amendments, and we can accept these with the exception of the following;-

- Professional Indemnity; The value indicated in pre order minutes is correct at £5m, page 8 of the order is the wrong value. As you hold £5m cover, assume this is ok? This matches the requirement as per the 3rd party rights agreement we need to provide to the client (see email attached to Ray 21st Aug.)
- Drawings; Accept that there are some incorrect references, however you have received all the listed drawings on the schedule. Attached when these drawings were issued. I've corrected the drawing list as attached.

Trust this is all ok, please let me know if you have any issues with the above.

Kind Regards

Steve

STEVE RYVES
Senior Quantity Surveyor
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KNIGHTS BROWN

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