

From: **DNA (NESTLES SQUARE) LIMITED** a company registered in England (Company Registration Number 12612717) whose registered office is at 85-87 Holtspur Lane, Wooburn Green, Bucks HP10 0AU

To: **SHAPOORJI PALLONJI UK LTD** a company registered in England (Company Registration Number 12419835) whose registered office is at Office Suite 4.13 16 Berkeley Street, Mayfair, London W1J 8DZ

Date: **1 September 2022**

Dear Sirs

The design and construction of the redevelopment to provide a mixed use scheme, including 457 residential units, 264 sqm (GEA) A1 retail use, 229 sqm (GEA) A3 cafe use and 2,273 sqm (GEA) B1 office, together with 237 car parking spaces and 1,070 cycle parking spaces, hard and soft landscaping, refuse and recycling facilities, and public and private amenity space at 233 – 236 Nestles Avenue, Hayes, UB3 4QG ("the Works")

1. We refer to your tender dated 19 November 2021 and to our subsequent meetings, discussions and correspondence in relation to the Works.
2. We are pleased to inform you that it is our intention to accept your tender and to enter into a contract with you ("the Contract") for the carrying out of the Works for an agreed contract sum of [REDACTED] exclusive of Value Added Tax.
3. It is intended that the form of the Contract will be based upon the JCT Design & Build 2016 being the contract prepared by Forsters LLP with document ID 4126-7329-8748 v4 (as amended to reflect paragraph 5 below) and will incorporate the following documents that have been agreed between us (save where stated otherwise):
 - a) form of contractor warranty (document ID 4129-6401-1569);
 - b) performance bond (document ID 4158-5552-4657);
 - c) form of sub-contractor warranty in favour of the employer (document ID 4163-7489-7457);
 - d) form of sub-contractor warranty in favour of third parties (document ID 4131-0288-1585);
 - e) form of sub-consultant appointment (document ID 4155-6379-5002);
 - f) target net internal area (to be agreed); and

g) form of vesting certificate (document ID 4138-0004-1528),

save that the terms of the Contract and the associated documents are subject to any comments from the funder's advisors which shall be agreed between the parties (acting reasonably).

4. The intended start date for the Works is 1 September 2022 with an intended completion date of 28 April 2025, subject only to extension in accordance with the terms of the Contract.
5. You agree to enter into a deed of novation (in a form reasonably required by us) at the time the Contract is entered into, novating the demolition contract between us and Apex Demolition Limited dated 8 December 2021 to you. We shall be entitled to withhold any payment due to you under this letter or the Contract until we have received the duly signed deed of novation.
6. We hereby authorise and instruct you to proceed with the following activities to enable the intended start date on site and completion date to be achieved:
 - a) Shapoorji Pallonji UK Ltd
 - a. Consultant Appointments
 - b. Subcontractor Procurement - Demolition, Piling, Substructure and Frame(advanced)
 - c. Design Development to stage 4 to enabling pile mat installation within 6 weeks
 - d. Design teams meetings
 - e. Coordination meetings
 - f. Appointment of subcontractors
 - g. Sequencing of works
 - b) Architect
 - a. Reviewing design information provided by contractors or specialists to establish whether that information can be co-ordinated and integrated with other project information.
 - b. Investigating effect of statutory standards and construction safety on Stage 3 Design

- c. Developing the approved Stage 3 Design with other DT Members to establish type of construction, materials, appearance as per statutory and contractual obligations.
- d. Consulting statutory authorities on developing design
- e. Commence technical designs, calculations, and specifications sufficient to co-ordinate components and elements of the project including information for statutory standards and construction costs.

c) Structural Engineer

- a. Full structural modelling for all buildings
- b. Verification of vertical elements (cores / columns)
- c. Foundation design (pile caps core bases)
- d. Drawing output for pile caps. Core bases Piles and Load schedule
- e. Pile design (by pile contractor)
- f. Pile Mat design

d) MEP Engineer

- a. Apply for IDNO Connection
- b. Utilities re-applications

e) Demolitions

- a. Removal of existing site structures

7. Although the Contract has not yet been entered into, all the terms and conditions of the Contract will apply to any work carried out by you pursuant to the instructions contained in this letter.
8. We have appointed DML Development Managers Limited (company registration number 03560778) to act as the employer's agent ("the Employer's Agent") for the purposes of the Works and to act on our behalf as stated in the Contract. You must liaise with the Employer's Agent and comply with all instructions issued by the Employer's Agent in relation to the Works as if the Contract had been entered into.
9. You will obtain our written consent (such consent not to be unreasonably withheld or delayed) before placing any sub-contracts or materials supply orders in connection with the Works. In

any event you will ensure that any orders placed by you contain a provision allowing the benefit of the order to be assigned to us (or to any replacement contractor appointed by us) in the event that we terminate this instruction for any reason.

10. You will keep us fully and promptly informed of the progress of the work carried out by you pursuant to this letter and shall report to us no less frequently than weekly with supporting documentary evidence of all costs and expenses which you incur pursuant to this instruction.
11. We will pay you in accordance with the terms of the proposed Contract for any activities properly undertaken by you pursuant to the instruction contained in this letter, provided that our total liability under this letter shall not exceed [REDACTED] plus Value Added Tax (as set out in Schedule 1). For the avoidance of doubt, we are not bound to enter into any further contract with you and our commitment at this stage is strictly limited as set out in this letter. You must obtain our further authorisation and instruction before committing to any expenditure above the limit stated in this paragraph.
12. Within 7 days of the date of this letter and as a pre-condition of entry to the site of the Works in any event you must provide us with certificates of verification of insurance cover confirming that all insurances which you are (or will be) required to maintain under the terms of the proposed Contract are in place upon the required terms and at the required levels. In particular (to the extent that they have not been provided to us to date) we require evidence of your Contractor's All Risks, Professional Indemnity, Employer's Liability, Public Liability and (if applicable) JCT clause 6.5.1 (or similar) insurances.
13. You shall act as contractor, designer and principal contractor for the purposes of the Construction (Design and Management) Regulations 2015 or any amendment or re-enactment thereof ("the CDM Regulations") and shall perform all the functions required of you in those capacities by the CDM Regulations. You warrant to us that you have the skills, knowledge, experience and organisational capability necessary to fulfil your roles in a manner that secures the health and safety of any person affected by the Works.
14. You hereby grant to us an irrevocable non-exclusive royalty free licence to use and reproduce all drawings, details, plans, calculations, specifications and other work (and the designs contained within them) ("the Proprietary Material") prepared by you or on your behalf pursuant to the instruction contained in this letter for any purpose connected with the Works. This licence shall carry the right to grant sub-licences and shall survive the termination (for any reason) of the instruction contained in this letter.
15. You agree to supply us on request with copies of the Proprietary Material and, subject to this paragraph 15, warrant that in respect of all such Proprietary Material the copyright in which is or will be vested in others, you are authorised by such parties to grant us a licence as referred to in paragraph 14 above. If you are not so authorised, you shall inform us of the nature and

extent to which you are not so authorised prior to the date of this letter and you will exercise all reasonable endeavours to obtain such authorisation from such parties.

16. The instruction contained in this letter will terminate on 31 October 2022 save where otherwise agreed between us and confirmed in writing. If by that date (or by any extended date agreed in writing between us) the Contract has not been entered into, you must immediately cease work. In that event we shall reimburse you in accordance with paragraph 19 below and the provisions of paragraph 20 below shall apply.
17. If the Contract is concluded between us, the terms of the Contract will supersede this letter which will thereupon cease to have any further effect. In that event, any work carried out by you pursuant to the instruction contained in this letter will be deemed to have been carried out under the Contract and any payments made by us in respect of such work will be deducted from the amount of the first interim payment due to you under the Contract (and from further interim payments if necessary). For the avoidance of doubt, we reserve the right not to award the Contract to you for whatever reason.
18. We may terminate this instruction at any time:
 - (a) by giving you not less than 7 days' prior written notice; and
 - (b) with immediate effect if we do not secure funding for the Works.
19. In the event that we terminate this instruction pursuant to paragraph 18, we shall reimburse you in accordance with paragraph 11 above for work carried out by yourselves in complying with the instruction contained in this letter up to the date of such notice, plus any reasonable demobilisation costs properly incurred by you after the date of such notice (including the cost of protecting and securing the site of the Works if required by us to do so), all as agreed with our Employer's Agent, provided that:
 - (a) our maximum aggregate liability to you under and arising from the terms of this letter shall not exceed the sum of £456,979.08 referred to in paragraph 11 above; and
 - (b) we shall not be liable to compensate you for any other costs or losses arising from such termination including, without limitation, any claims, expenses, damages, loss and profit, loss of contracts or any other costs or losses.
20. In the event that we terminate this instruction pursuant to paragraph 18, you shall:
 - (a) deliver to us all the Proprietary Material prepared by you or on your behalf in relation to the Works;
 - (b) consult with us regarding the action to be taken for the fulfilment or cancellation of any orders and other commitments made by you in relation to the Works pursuant to

this instruction, and supply to us all associated invoices and other documents whether made or intended to be made;

- (c) if required, assign to us or our nominee the benefit of any or all contracts entered into by you with sub-contractors, consultants and suppliers for the Works; and
- (d) immediately take steps to cease the Works, vacate the site of the Works and remove from the site all of your plant and machinery.

21. It is inevitable that certain sensitive information (whether of a financial nature or relating to commercial or other relevant matters) will be exchanged between us in the context of the work authorised pursuant to this letter and the negotiation of the proposed Contract. All information which is capable of being regarded as confidential will be treated by the party receiving it on a strictly confidential basis and may not be disclosed to any third party without the written authority of the party who disclosed it, nor used for any purposes other than those envisaged by this letter.

22.

- (a) This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with the Laws of England.
- (b) We both irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims).

23. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. This letter supersedes any previous instructions, correspondence or other discussions between us in relation to the Works and represents the entire agreement between us in relation to its subject-matter.

Kindly acknowledge your acceptance of this letter and your agreement to proceed in accordance with its terms by signing and returning the attached copy.

Yours faithfully

SignedAmar Randhawa.....

DocuSigned by:

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for and on behalf of **DNA (NESTLES SQUARE) LIMITED**

We acknowledge and accept the terms and conditions of this letter.

Signed Mr Robert O'Leary

DocuSigned by:

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for and on behalf of **SHAPOORJI PALLONJI UK LTD**

SCHEDULE 1

Nestle Avenue
Cashflow Breakdown for LOI Works

		Val 1	Val 2
		30/09/2022	30/10/2022
AREA	Subtotal	Total	
DEMOLITION			
DEMOLITION			
Prelims			
Site Satff			
Site Facilities			
Plant & Equipment			
Mobilisation			
Contingency			
Design Fees			
Design & Other Fees			
ARCHITECT			
STRUCTURAL ENGINEER			
MEP Engineer			
Miscelanous - Fire, ETC			
Air Testing, Acoustic Testing, B			
Building Control Agents & Fire			
Ancillaries			
Insurances			
Gurantees & Bonds			
Overheads & Profit			
Overheads & Profit - Demos on			
Overheads & Profit			
Total			

Certificate Of Completion

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Amar Randhawa

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Mr Robert O'Leary

robert.oleary@shapoorji.com

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Drawn on Device

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ID: 2ec1d7ec-deda-47ee-8322-dde37a17181b

Polly Streater

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Associate

Forsters

Security Level: Email, Account Authentication
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