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Date: 9 May 2024

CAPITAL & CENTRIC (ADORED MANAGEMENT) LTD

as Employer

CR CONSTRUCTION (U.K.) COMPANY LIMITED

as Contractor

Design and Build Contract

relating to works at land at Talbot Mill, Ellesmere Street, Castlefield, Manchester, M15 4JY

Fieldfisher 17th floor 1 Spinningfields 1 Hardman Square Manchester M3 3EB

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ARTICLES OF AGREEMENT

THIS AGREEMENT is made the 9th day of May 20 24

BETWEEN:

(1) **CAPITAL & CENTRIC (ADORED MANAGEMENT) LTD** a company registered in England (company registration no. 15546501) whose registered office is Capital & Centric 1st Floor, Neptune Mill, 64 Chapeltown Street, Manchester, England, M1 2WQ ("**the Employer**" which expression shall include his successors in title and permitted assignees); and

(2) **CR CONSTRUCTION (U.K.) COMPANY LIMITED** a company registered in England (company registration no. 11523996) whose registered office is 39 Harrington Gardens, London, England, SW7 4JU ("**the Contractor**").

RECITALS:

First: The Employer wishes to have the design, construction, completion and defects rectification of 190 residential units along with public realm and amenity block works, associated demolition, remedial, external and utility works (including incoming services) with the scheme consisting of 3 main blocks including two mill refurbishments and a 10 storey new build and the refurbishments requiring significant remedial and alteration works and both requiring a new single storey extension carried out at land at Talbot Mill, Ellesmere Street, Castlefield, Manchester, M15 4JY ("**the Works**") in accordance with this Agreement (including the Recitals, Articles and Contract Particulars) and the clauses set out in sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016) subject to the additional clauses and further amendments set out in the attached Appendix and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements ("**the Employer's Requirements**").

Second: In response to and having examined the Employer's Requirements the Contractor has supplied to the Employer:

- documents showing and describing the Contractor's proposals for the design and construction of the Works ("**the Contractor's Proposals**"); and
- an analysis of the Contract Sum ("**the Contract Sum Analysis**").

Third: The Contractor has examined the Employer's Requirements and is satisfied that the Contractor's Proposals and the Contract Sum Analysis meet the Employer's Requirements.

Fourth: For the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of the Employer is, as at the Base Date, that stated in the Contract Particulars.

Fifth: The division of the Works into Sections is shown in the Employer's Requirements or in such other documents as are identified in the Contract Particulars.

Sixth: Where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars.

Seventh: Whether any of Supplemental Provisions 1 to 10 apply is stated in the Contract Particulars.

IT IS NOW AGREED THAT:

Article 1: Contractor's obligations

For the consideration stated in Article 2 but without prejudice to Article 10, the Contractor shall carry out and complete the design for the Works and carry out and complete the construction of the Works in accordance with the Employer's Requirements, Contractor's Proposals, Contract Sum Analysis, any BIM Protocol, Agreement and the clauses set out in sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016) subject to the additional clauses and further amendments set out in the attached Appendix.

Article 2: Contract Sum

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions the VAT-exclusive sum of [redacted] ("**the Contract Sum**") or such other sum as becomes payable under this Contract.

Article 3: Employer's Agent

For the purposes of this Contract the Employer's Agent is Cinns Limited (company registration no. 06106039) whose registered office is Alpha House, 4 Greek Street, Stockport, Cheshire, SK3 8AB or such other person as the Employer nominates in his place (which person may, for the avoidance of doubt, be an employee of the Employer). Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent (and no other person) shall have full authority to receive and issue applications, consents, instructions, notices, requests or statements and otherwise to act for the Employer under any of the Conditions.

Article 4: Employer's Requirements and Contractor's Proposals

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 6: Principal Contractor

The Principal Contractor for the purposes of the CDM Regulations is the Contractor or such replacement as the Employer at any time appoints to fulfil that role.

Article 7: Adjudication

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 8: Arbitration

Where Article 8 applies, then, subject to Article 7 and the exceptions set out below, any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this Contract shall be referred to arbitration in accordance with clauses 9.3 to 9.8 and the JCT 2016 edition of the Construction Industry Model Arbitration Rules (CIMAR). The exceptions to this Article 8 are:

8.1 any disputes or differences arising under or in respect of the Construction Industry Scheme or VAT, to the extent that legislation provides another method of resolving such disputes or differences;

and

8.2 any disputes or differences in connection with the enforcement of any decision of an Adjudicator.

Article 9: Legal Proceedings

Subject to Article 7 and (where it applies) to Article 8, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 10: Trigger Notice

10.1 Notwithstanding any other term of this Contract or otherwise:

10.1.1 the Contractor shall not carry out (and shall not be deemed to have carried out) any of the Works pursuant to this Contract and/or incur any costs and/or expenses pursuant to this Contract (and the Employer has no liability in relation to the same pursuant to this Contract) unless and until a Trigger Notice (if any) is issued pursuant to Article 10.2;

10.1.2 the Employer shall not be responsible and/or liable to pay for any Works, costs and/or expenses pursuant to this Contract unless and until a Trigger Notice (if any) is issued pursuant to Article 10.2;

10.1.3 unless and until a Trigger Notice (if any) is issued then save for Article 7, Article 8 (if applicable), Article 9, this Article 10, clause 1.1, clause 1.2, clause 1.3, clause 1.3A, clause 1.4, clause 1.5, clause 1.6, clause 1.7, clause 1.11, clause 1.14, clause 2.7, clause 7.1, clause 3.17, clause 3.18, clause 3.19, clause 3.20, clause 3.21, clause 3.22 and Section 9, this Contract shall not come into force, the provisions in this Contract shall have no effect and the Parties shall have no rights, obligations or liabilities under or in respect of it;

10.1.4 the Contractor shall not be entitled to any monies and/or payment under and/or in relation to this Contract (whether by way of claims for breach of contract, loss of profit, loss of expectation, loss of opportunity or otherwise) due to and/or arising out of the non-issue of the Trigger Notice.

10.2 The Parties agree that a Trigger Notice may be issued (if any) at any time and if the Trigger Notice is issued, this Contract shall become unconditional, the Parties shall comply with their respective obligations under it and all provisions of this Contract shall apply (including the provisions referred to in Article 10.1.3 and all other provisions) provided that:

10.2.1 if a Trigger Notice is issued on or before 20 June 2024, then notwithstanding any other provision of this Contract the Contractor shall not be entitled to any monies, payment and/or loss and/or expense (whether by way of damages, a Change or any other adjustment to the Contract Sum or otherwise) nor to any extension to any of the dates in this Contract including the Dates for Completion of Sections and/or Completion Date due to and/or arising out of any matter referred to in this Article 10 and/or the issue of the Trigger Notice;

10.2.2 if a Trigger Notice is issued on or after 21 June 2024, then notwithstanding any other provision of this Contract:

10.2.2.1 the Contractor shall not be entitled to any monies, payment and/or loss and/or expense (whether by way of damages, a Change or any other adjustment to the Contract Sum or otherwise) due to and/or arising out of any matter referred to in this Article 10 and/or the issue of the Trigger Notice;

10.2.2.2 the Dates for Completion of Sections shall be such dates as calculated by adding the number of days after 20 June 2024 the Trigger Notice has been issued to the dates for completion of Sections as stated as such date in the Contract Particulars (against the reference to clause 1.1) in relation to the Works;

10.2.2.3 save as set out in Article 10.2.2.2, the Contractor shall not be entitled to any extension to any of the dates in this Contract including the Dates for Completion of Sections and/or Completion Date due to and/or arising out of any matter referred to in this Article 10 and/or the issue of the Trigger Notice and the same shall not be deemed to be an impediment, prevention or default by the Employer or Employer's Persons.

10.3 For the avoidance of doubt this Article 10 is without prejudice to any obligations and/or liabilities that the Parties have or may have under any other contract or agreement in relation to the Works including any letter of intent or pre-construction services agreement and the carrying out of the Works (or any part of the same) shall be under (and shall be deemed to have been carried out under) such letter of intent or pre-construction services agreement until issue of the Trigger Notice (if any) and only on issue of the Trigger Notice (if any) shall the terms and conditions of this Contract apply to the Works in accordance with and pursuant to clause 1.12.

CONTRACT PARTICULARS

Clause etc	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	Description of Sections (if any) *(If not shown or described in the Employer's Requirements, state the reference numbers and dates or other identifiers of documents in which they are shown.)*	Section number 1: Mill 1 Section number 2: Mill 2 Section number 3: New build/podium/external works as more particularly described in the Employer's Requirements
Sixth Recital	Framework Agreement (if applicable) *(State date, title and parties.)*	Not applicable
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 *(Where neither entry against one of Supplemental Provisions 1 to 3 below is deleted, that Supplemental Provision does not apply.)*	
	Named Sub-Contractors	Supplemental Provision 1 does not apply
	Valuation of Changes - Contractor's estimates	Supplemental Provision 2 applies
	Loss and expense – Contractor's estimates	Supplemental Provision 3 applies
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 *(Where neither entry against one of Supplemental Provisions 4 to 10 below is deleted, that Supplemental Provision applies.)*	
	Acceleration Quotation	Supplemental Provision 4 applies
	Collaborative working	Supplemental Provision 5 applies
	Health and safety	Supplemental Provision 6 applies
	Cost savings and value improvements	Supplemental Provision 7 applies
	Sustainable development and environmental considerations	Supplemental Provision 8 applies

Clause etc	Subject	
	Performance Indicators and monitoring	Supplemental Provision 9 does not apply
	Notification and negotiation of disputes	Supplemental Provision 10 applies
	Where Supplemental Provision 10 applies, the respective nominees of the Parties are	Employer's nominee: Tom Wilmot Contractor's nominee: Shane Kelly or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements *(State reference numbers and dates or other identifiers of the relevant documents.)*	The documents referred to in the section entitled "Volume 1 - Employer Requirements" as stated in the document entitled "Talbot Mill, Manchester List of Contract Information – 02.05.2024"
Article 4	Contractor's Proposals *(State reference numbers and dates or other identifiers of the relevant documents.)*	The document referred to in the section entitled "Volume 2 – Contractors Proposals " as stated in the document entitled "Talbot Mill, Manchester List of Contract Information – 02.05.2024"
Article 4	Contract Sum Analysis *(State reference numbers and dates or other identifiers of the relevant documents.)*	The document referred to in the section entitled "Volume 3 – Contract Sum Analysis" as stated in the document entitled "Talbot Mill, Manchester List of Contract Information – 02.05.2024"
Article 8	Arbitration *(If neither entry is deleted, Article 8 and clauses 9.3 to 9.8 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it must be stated that Article 8 and clauses 9.3 to 9.8 apply.)*	Article 8 and clauses 9.3 to 9.8 (*Arbitration*) do not apply
1.1	Base Date	12 January 2024
1.1	BIM Protocol (where applicable) *(State title, edition, date or other identifiers of the relevant documents.)*	Does not apply
1.1	Date for Completion of the Works *(where completion by Sections does not apply)*	Sections apply

Clause etc	Subject	
	Sections: Dates for Completion of Sections	Section 1: 5 January 2026 Section 2: 1 April 2026 Section 3: 4 May 2026
1.7	Addresses for service of notices by the Parties *(If none is stated, the address in each case, subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)*	Employer: its registered office address Contractor: its registered office address
2.3	Date of Possession of the site *(where possession by Sections does not apply)*	Sections apply
	Sections: Dates of Possession of Sections	Section 1: 2 February 2024 Section 2: 2 February 2024 Section 3: 2 February 2024
2.4	Deferment of possession of the site *(where possession by Sections does not apply)*	Sections apply
	Sections: deferment of possession of Sections	Clause 2.4 applies Maximum period of deferment is: Section 1: 6 weeks Section 2: 6 weeks Section 3: 6 weeks
2.17.3	Limit of Contractor's liability for loss of use etc. (if any)	Clause 2.17.3 does not apply
2.29.2	Liquidated damages *(where completion by Sections does not apply)*	Sections apply
	Sections: rate of liquidated damages for each Section	[redacted]
2.34	Sections: Section Sums	[redacted]

Clause etc	Subject	
		[redacted]
2.35	Rectification Period *(where completion by Sections does not apply)* *(If no other period is stated, the period is 6 months.)*	Sections apply
	Sections: Rectification Periods *(If no other period is stated, the period is 6 months.)*	Section 1: 24 months Section 2: 24 months Section 3: 24 months from the date of practical completion of each Section
4.2, 4.12 and 4.13	Fluctuations Provision *(Unless another option or entry is selected, JCT Fluctuations Option A applies.)*	No Fluctuations Provision applies
	JCT Fluctuations Option A (paragraph A.12) or Option B (paragraph B.13) – percentage addition	No Fluctuations Provision applies
	JCT Fluctuations Option C (paragraph C.1.2) – Formula Rules	No Fluctuations Provision applies
	(Unless Part II is stated to apply, Part I applies.)	No Fluctuations Provision applies
4.4	Employer's VAT registration number	250752027
4.6	Advance payment *(Not applicable where the Employer is a Local or Public Authority.)*	Clause 4.6 does not apply
4.6	Advance Payment Bond *(Not applicable where the Employer is a Local or Public Authority)* *(Where an advance payment is to be made, an advance payment bond is required unless stated that it is not required.)*	Clause 4.6 does not apply
4.7.1	Method of payment - alternatives *(If no Alternative is selected, Alternative B applies.)*	periodically in accordance with Alternative B (clause 4.13)
4.7.2	Interim Payments – Interim Valuation Dates *(The dates apply for each Alternative; if no date is stated, the first Interim Valuation Date is one month after the Date of*	The first Interim Valuation Date is: 21 May 2024 and thereafter the same date in each month or the nearest Business Day

Clause etc	Subject	
	Possession.)	in that month
4.15.4	Listed Items - uniquely identified	Clause 4.15 does not apply and there are no Listed Items
4.15.5	Listed Items - not uniquely identified	Clause 4.15 does not apply and there are no Listed Items
4.17	Contractor's Retention Bond *(Not applicable where the Employer is a Local or Public Authority and, in other cases, not applicable unless stated to apply, with relevant particulars given below)*	Clause 4.17 does not apply
4.18.1	Retention Percentage *(The percentage is 3 per cent unless a different rate is stated; if no retention is required, insert "Nil" or "0".)*	3 per cent
5.5	Daywork	There are no Percentage Additions
6.4.1	Contractor's Public Liability insurance: injury to persons or property – the required level of cover is not less than	£10,000,000 for any one occurrence or series of occurrences arising out of one event
6.5.1	Insurance - liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event £2,000,000
6.7 and Schedule 3	Works insurance - Insurance Option applicable	Schedule 3: Insurance Option B applies
	Percentage to cover professional fees *(If no other percentage is stated, it shall be 15 per cent.)*	Not applicable
6.10 and Schedule 3	Terrorism Cover – details of the required cover *(Unless otherwise stated, Pool Re Cover is required.)*	Are set out in insurance documents as taken out by the Employer under this Contract
6.15	Professional Indemnity insurance Level of cover *(If an alternative is not selected the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one year unless otherwise stated.)*	Amount of indemnity required in the aggregate but with unlimited "round-the-clock reinstatements

Clause etc	Subject	
	(If no amount is stated, insurance under clause 6.15 shall not be required.)	and is £20,000,000
	Expiry of required period of Professional Indemnity insurance is *(If no period is selected, the expiry date shall be 6 years from the date of practical completion of the Works.)*	15 years from the date of practical completion of the Works or such longer period of time as commensurate with the Contractor's liabilities under the Contract in connection with (i) the Building Act 1984, (ii) the Defective Premises Act 1972, (iii) the Building Safety Act 2022, and (iv) such longer limitation period that may be prescribed under the Limitation Act 1980
6.17	Joint Fire Code	The Joint Fire Code applies
	If the Joint Fire Code applies, state whether the insurer under Insurance Option A, B or C (paragraph C.2) has specified that the Works are a "Large Project":	Yes
6.20	Joint Fire Code - amendments/revisions *(The cost shall be borne by the Contractor unless otherwise stated.)*	The cost, if any, of compliance with amendment(s) or revision(s) to the Joint Fire Code shall be borne by the Contractor
7.2	Assignment/grant by Employer of rights under clause 7.2 *(If neither entry is deleted, clause 7.2 applies.)*	Clause 7.2 applies
	Sections: rights under clause 7.2 *(If clause 7.2 applies, amend the entry if rights under that clause are to apply to certain Sections only.)*	Rights under clause 7.2 apply to each Section
7.3.1	Performance bond or guarantee from bank or other approved surety *(If this entry is not completed or the required form is not specified, a performance bond or guarantee is not required.)*	is required
	The required form of the bond or guarantee is set out in	Annex D to the attached Appendix
	Initial value	10 per cent of the Contract Sum
	Period of validity – if not specified in the required form, the expiry date of the performance bond or guarantee is to be *(If no entry is selected, the date shall be the*	the date of practical completion of the Works

Clause etc	Subject	
	date of practical completion of the Works.)	
7.3.2	Guarantee from the Contractor's parent company	is required
	The required form of the guarantee is set out in	Annex E to the attached Appendix
8.9.2	Period of suspension *(If none is stated, the period is 2 months.)*	Three months
8.11.1.1 to 8.11.1.6	Period of suspension *(If none is stated, the period is 2 months.)*	Three months
9.2.1	Adjudication	
	Nominating body - where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) *(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the reference to adjudication.)*	The Royal Institution of Chartered Surveyors
9.4.1	Arbitration – appointor of Arbitrator (and of any replacement) *(If no appointor is selected, the appointor shall be the President or a Vice-President of the Royal Institute of British Architects.)*	Article 8 and clauses 9.3 to 9.8 (*Arbitration*) do not apply

EXECUTED as a deed and delivered on the date stated at the beginning of the Articles of Agreement

EXECUTED as a deed by)
CAPITAL & CENTRIC (ADORED)
MANAGEMENT) LTD)
acting by a director and its company secretary)
or two directors)

DocuSigned by:
0B9E6BD623A94B9...
Director

DocuSigned by:
2AAFC0BEC16D4F3...
Director/Company Secretary

EXECUTED as a deed by)
CR CONSTRUCTION (U.K.))
COMPANY LIMITED)
acting by a director and its company secretary)
or two directors)

DocuSigned by:
27F0372E2E044DD...
Director

DocuSigned by:
380238BC165541F...
Director/Company Secretary

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APPENDIX

Amendments to Sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016)

Based on printed version, published September 2016. Line references may vary in copies produced from publisher's digital service.

Clause 1.1 As appropriate, amend the existing definitions or insert the new definitions in the appropriate alphabetical order in clause 1.1 as follows:

Delete the definition of "**Agreement**" and substitute "the Articles of Agreement including its Recitals, Articles and Contract Particulars".

At the end of the definition of "**CDM Regulations**" insert "and any guidance requirements issued by the Health and Safety Executive from time to time together with any related approved code of practice".

Delete the definition of "**Conditions**" and substitute "the clauses set out in sections 1 to 9 and Schedules 1 to 7 of JCT Design and Build Contract 2016 (DB 2016) together with the additional clauses and further amendments set out in the Appendix to the Agreement."

Insert "**Consents**: the planning permission(s) as referred to and/or included in the Employer's Requirements, satisfaction of conditions of the planning permission(s), approval of reserved matters or details pursuant to the planning permission(s), building regulations approval and any other consents, permissions, approvals, authorisations, certificates (including, but without limitation, fire certificates, gas safety certificates, electrical certificates, acoustic certificates, air testing certificates, building control completion certificates) and licences of a public or private nature that may be necessary for the execution of the Works and if they are destroyed or damaged the reinstatement of the Works and/or is applicable to the site or the trade or business for the time being carried on there."

Delete the definition of "**Consultants**".

Insert "**Contract**: the Contract Documents."

In "**Contract Documents**" delete "these" and substitute "the".

Delete the definition of "**Contractor's Design Documents**" and substitute "the drawings, designs, charts, specifications, plans, models including building information models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes, budgets, cost plans and any other documents or materials in its native format (excluding internal memoranda, internal documents, working papers and templates) created, amended and/or developed by or for the Contractor in relation to the Works and/or completed Works (including any updates, amendments, additions and revisions) together with, where applicable, any other design documents or information to be provided by him under the BIM Protocol."

In the definition of "**Contractor's Persons**" after "agents" in line 1 insert "and Novating Consultants".