

**Amendments to
JCT Design and Build 2016 Edition
form of
Building Contract**



ARTICLES OF AGREEMENT

THIS AGREEMENT is made on 27 January 2026

BETWEEN:

1. **UNITE INTEGRATED SOLUTIONS PLC** a company incorporated in England and Wales (registered number 02402714) whose registered office is at 1st Floor Welcome Building, Avon Street, Bristol, United Kingdom, BS2 0PS (the “**Employer**”); and
2. **JOHN GRAHAM CONSTRUCTION LIMITED**, a company incorporated in Northern Ireland (registered number NI003503) whose registered office is at 5 Ballygowan Road, Hillsborough, County Down, BT26 6HX (the “**Contractor**”).

BACKGROUND:

- | | |
|------------------------|---|
| First recital | The Employer wishes to have the design, construction, completion, and defects rectification of the following work carried out: the demolition of existing halls of residence and the design and erection of two buildings of, respectively, 30 and 24 storeys above ground to deliver 2,302 bedrooms, plus basement and rooftop plant levels, comprising: purpose-built student accommodation with internal and external rooftop communal amenity space; ground floor commercial and community uses; hard and soft landscaping; and associated highway works at Cambridge South Hall, 62 Cavendish Street, Manchester M15 6UU (the “ Works ”) and the Employer has supplied to the Contractor the documents showing and describing or otherwise stating its requirements (together, the “ Employer’s Requirements ”). |
| Second recital | In response to the Employer’s Requirements the Contractor has supplied to the Employer: <ul style="list-style-type: none"> • 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 recital | The Contractor has examined the Employer’s Requirements and is satisfied that the Contractor’s Proposals are in conformity therewith and has also agreed to accept responsibility for any design contained in the Employer’s Requirements. Further, the Contractor is satisfied that the Works can be carried out by the Date for Completion and for the Contract Sum. |
| Fourth recital | 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 recital | 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 recital | Where so stated in the Contract Particulars, this Contract is supplemented by the Framework Agreement identified in those particulars. |
| Seventh recital | Whether any of Supplemental Provisions 1 to 12 apply is stated in the Contract Particulars. |
| Eighth Recital | Funding has been procured in relation to the financing of the Works on terms set out in the Funding Agreement. |

IT IS NOW AGREED THAT:

Article 1: Contractor's Obligations

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 Contract Documents.

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]

[REDACTED] (the "Contract Sum") or such other sum as becomes payable under this Contract, which sum includes any sums paid to the Contractor for works or services provided prior to the date of this Contract in respect of the Works.

Article 3: Employer's Agent

For the purposes of this Contract, the Employer's Agent is Cumming Management Group UK Ltd of 1 Fellmongers Path, Tower Bridge Road, London, England, SE1 3LY or such other person as the Employer nominates in its place. Save to the extent that the Employer may otherwise specify by notice to the Contractor, the Employer's Agent 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 AtkinsRéalis PPS Limited of Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW or such replacement as the Employer at any time appoints to fulfil that role.

Article 5A: BR Principal Designer

The BR Principal Designer for the purposes of the Building Regulations and the Building Safety Act and accompanying legislation is Project Four Building Safety Experts Limited of 17 Mann Island, Liverpool Waterfront, Liverpool, Merseyside, United Kingdom, L3 1DG 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 6A: BR Principal Contractor

The Principal Contractor for the purposes of the Building Regulations and the Building Safety Act and accompanying legislation 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

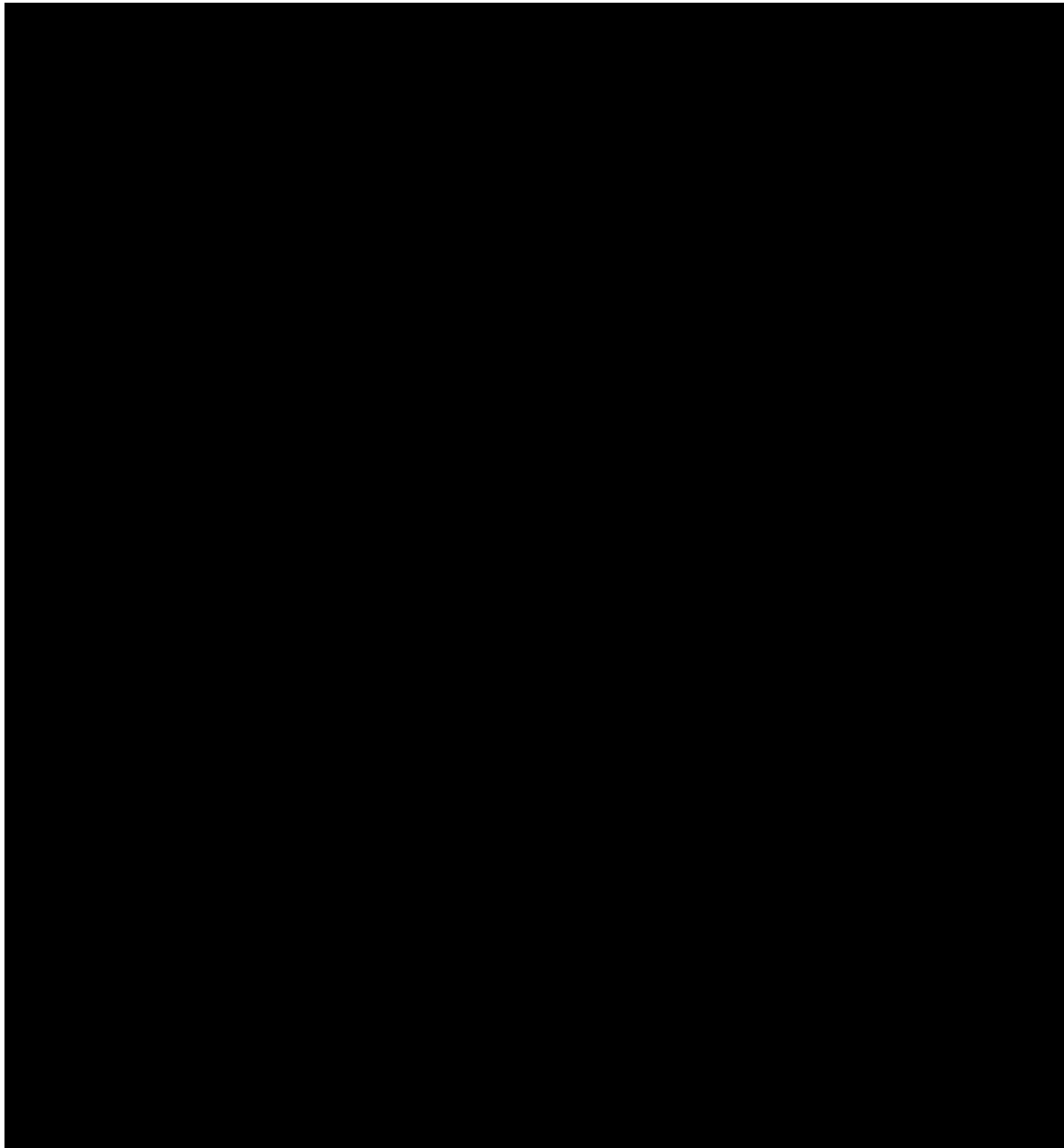
Not applicable.

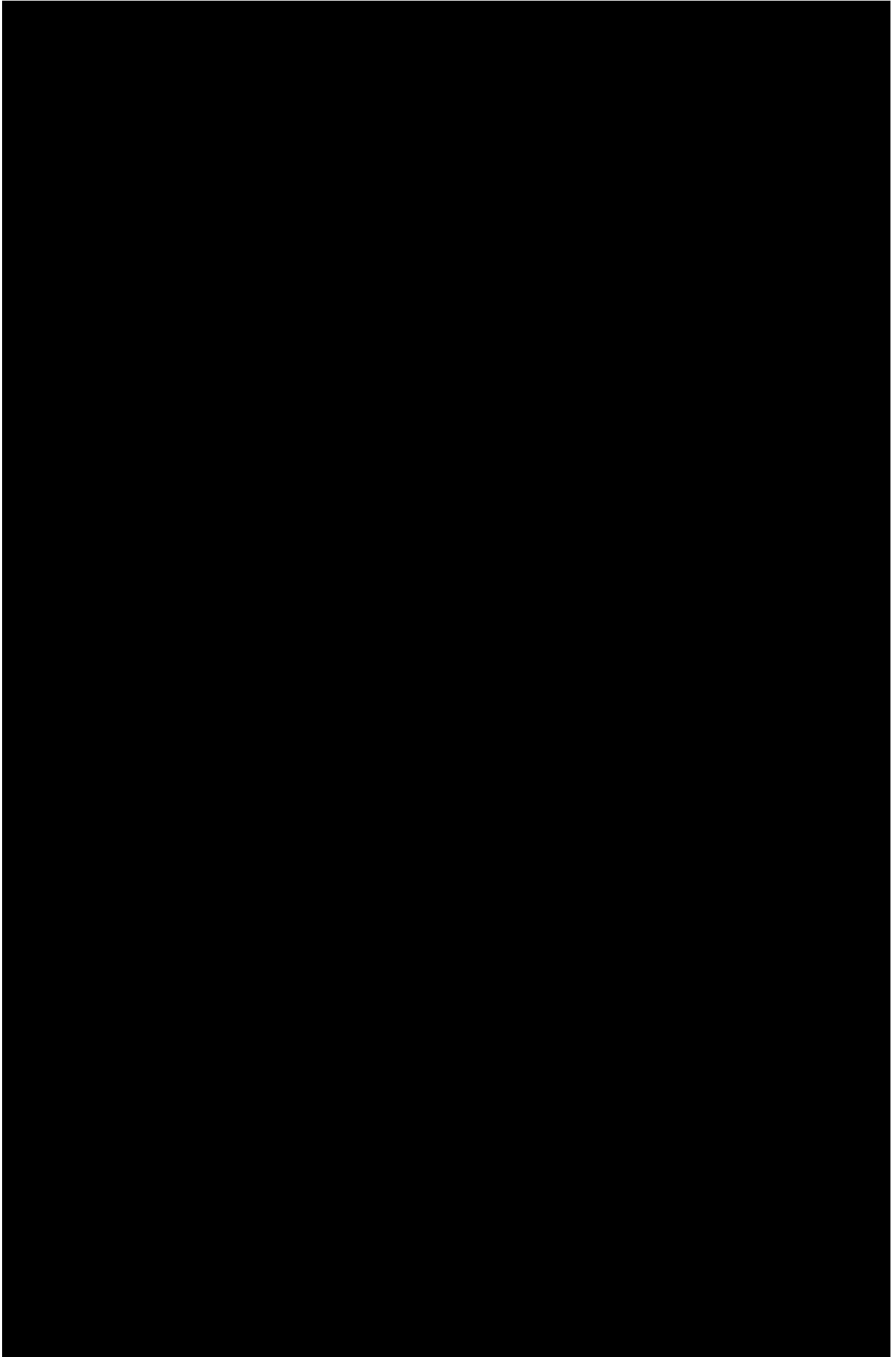
Article 9: Legal Proceedings

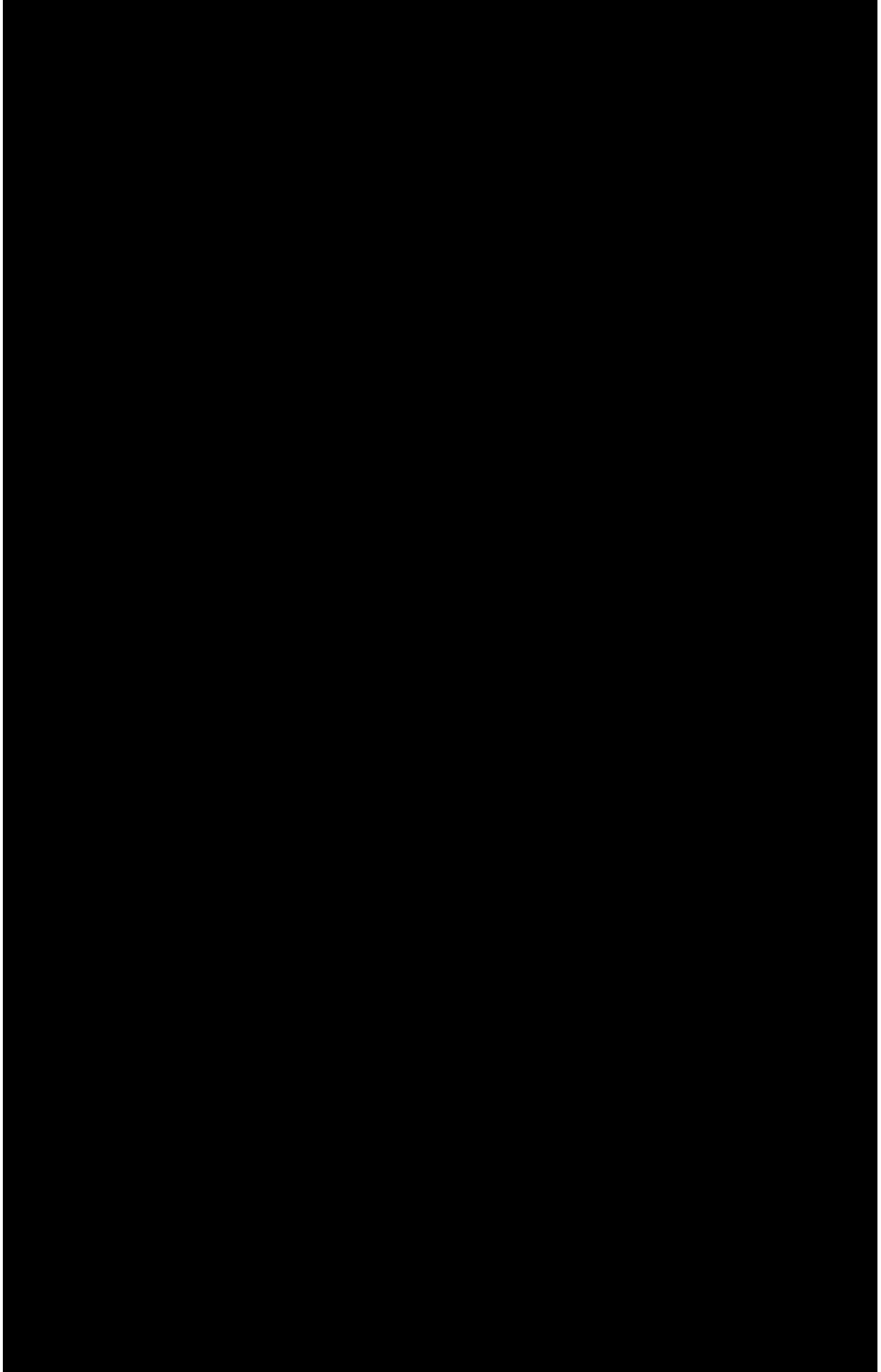
Subject to **Article 7** and (where it applies) to **Article 8**, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract (including any non-contractual obligations).

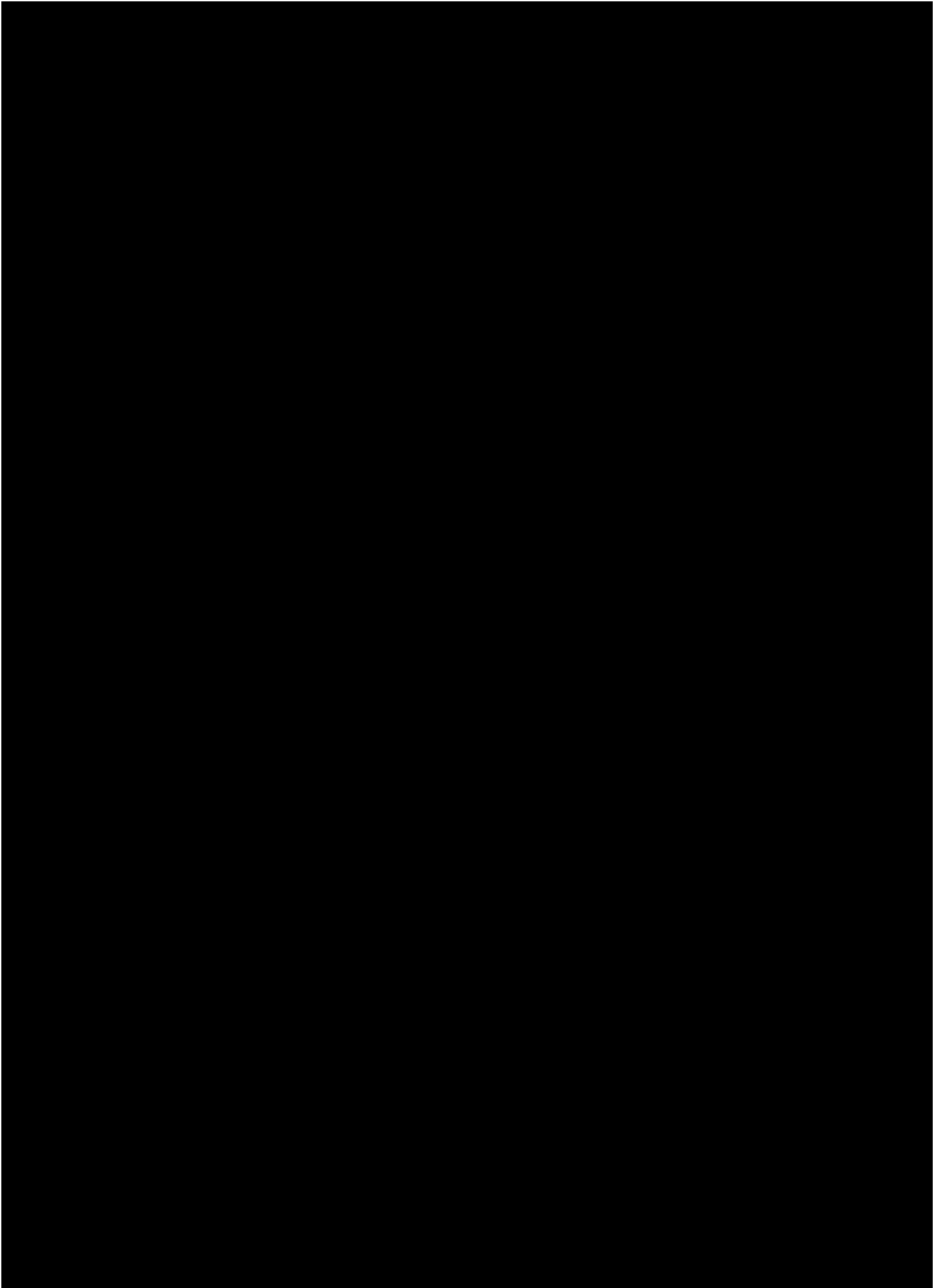
Article 10: Incorporation of Conditions of JCT Design and Build Contract 2016

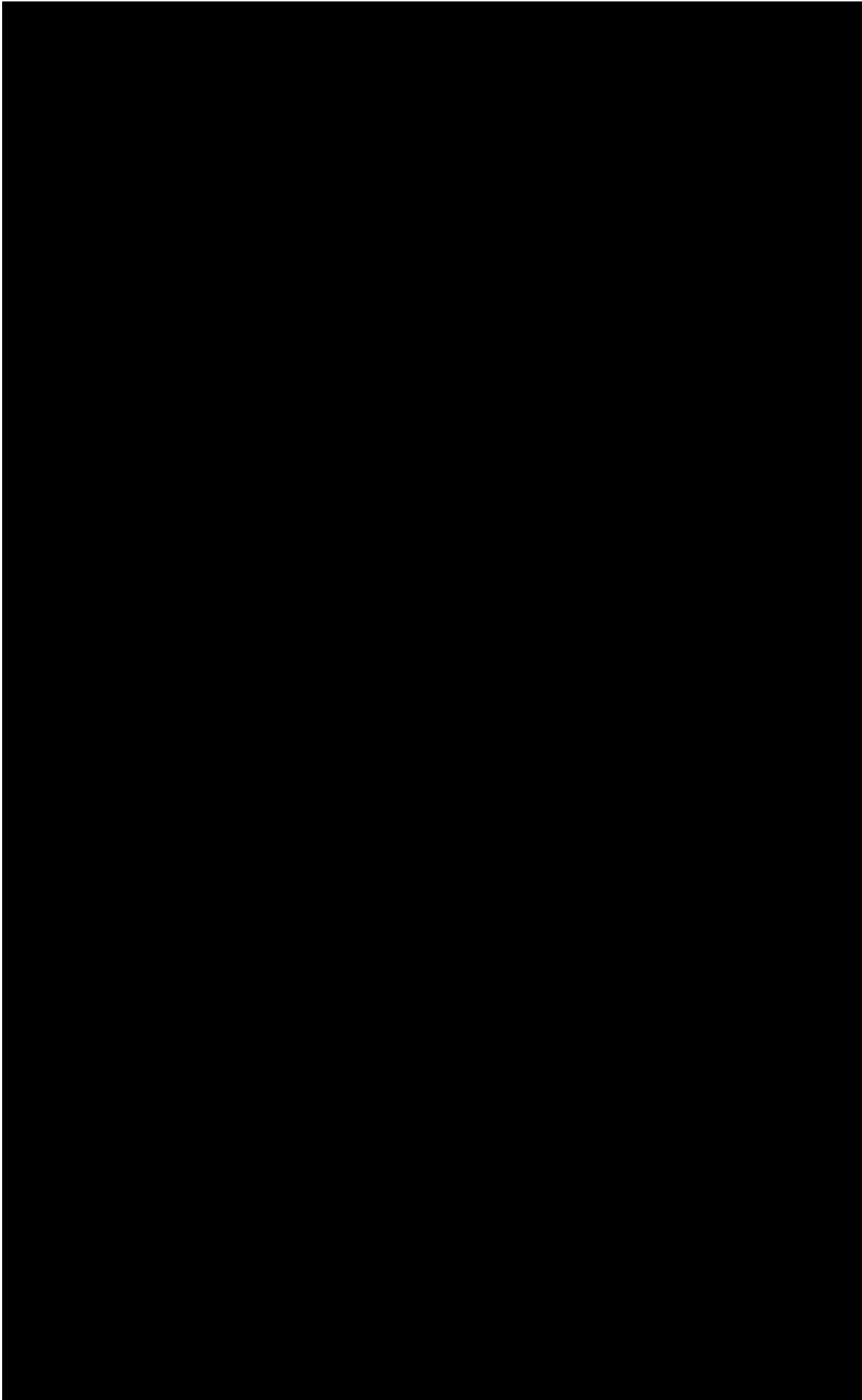
This Contract includes the Conditions, Contract Particulars and Schedules comprised in the JCT Design and Build Contract 2016 (JCT DB 2016) as amended by the schedule of amendments annexed hereto as **Appendix 1** (the "**Schedule of Amendments**") to this Agreement (the "**Conditions**"). In the event of any conflict between the provisions of the Schedule of Amendments and any other provision of this Contract, the provisions of the Schedule of Amendments shall take precedence."

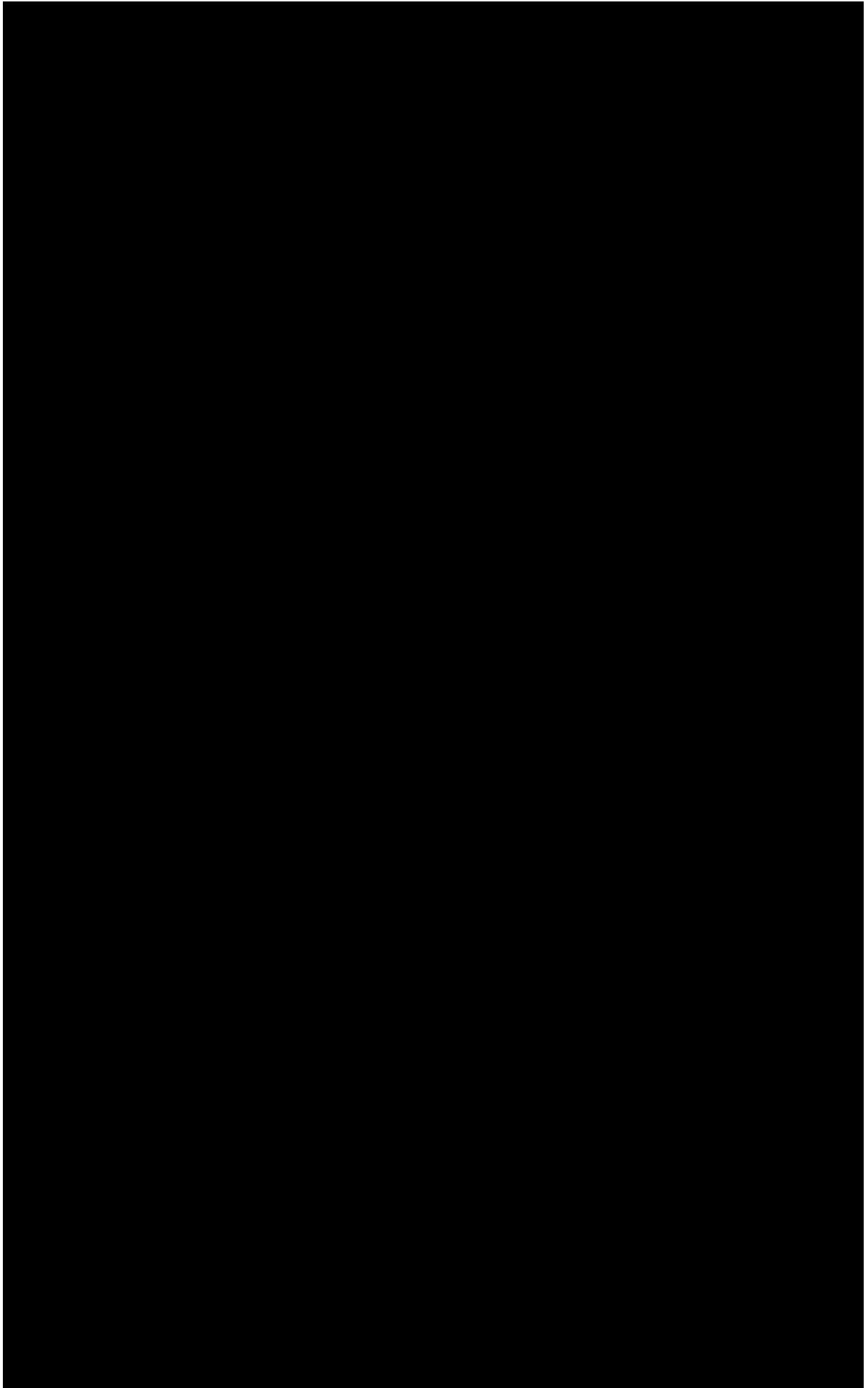


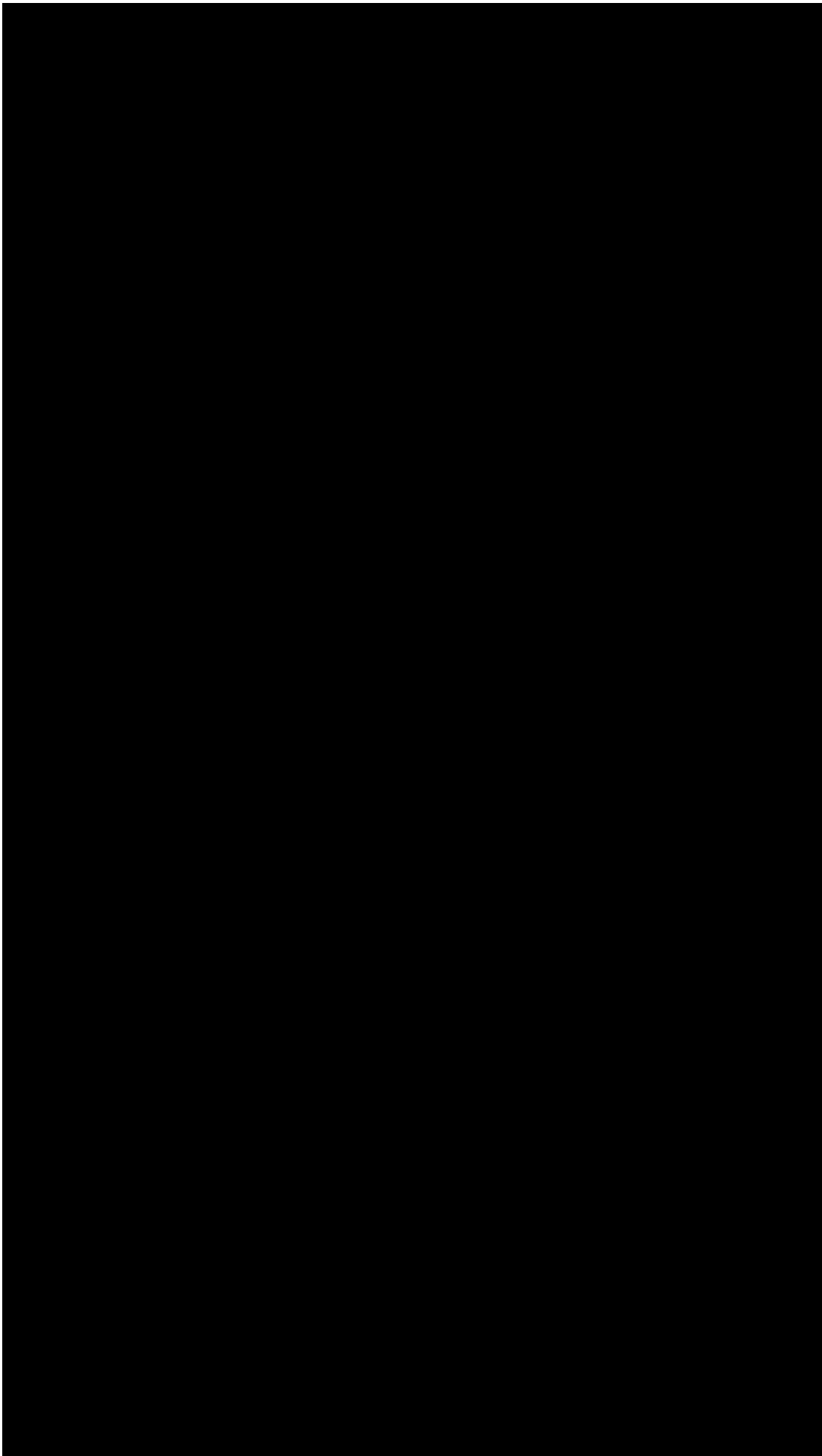


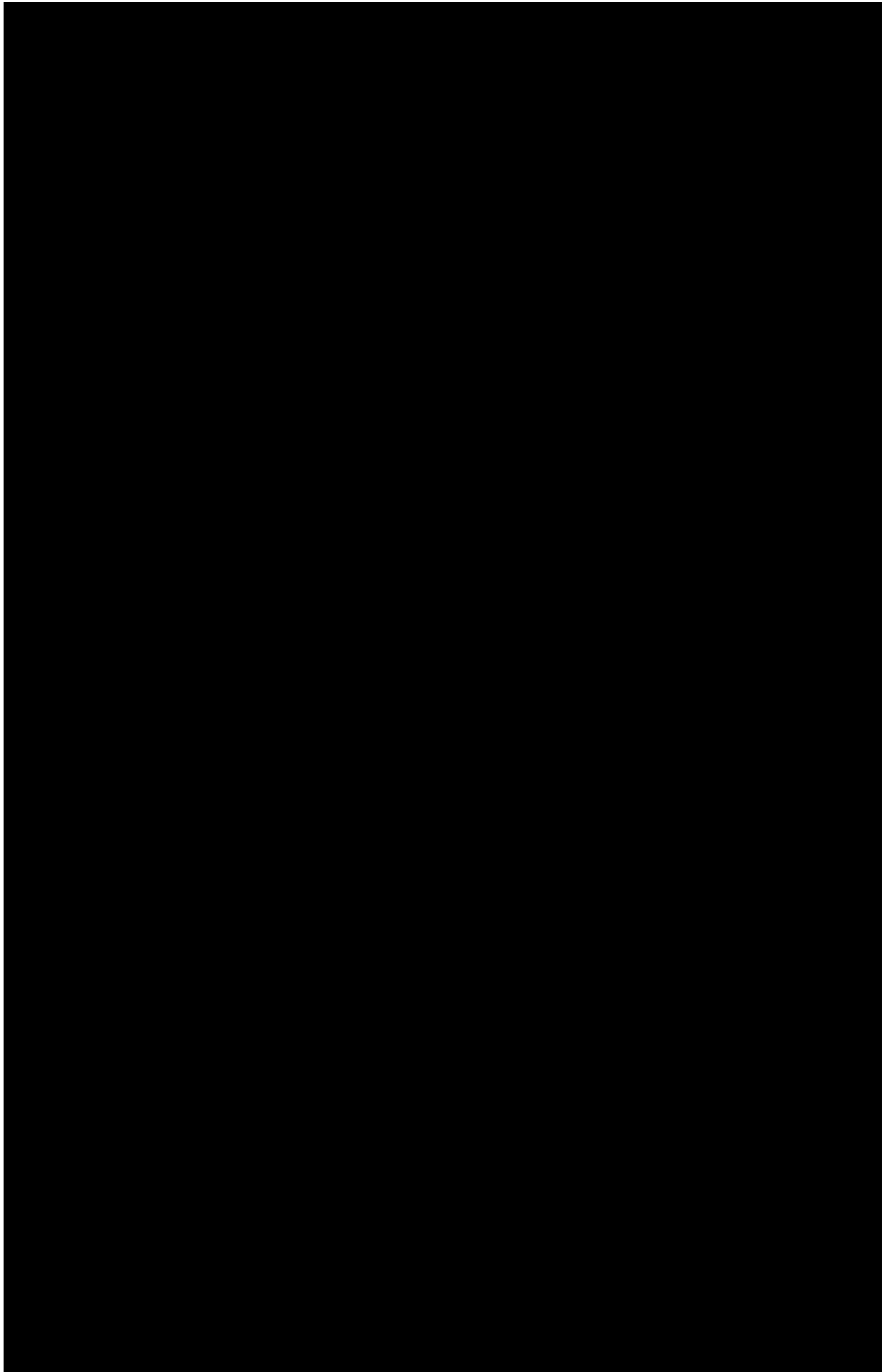


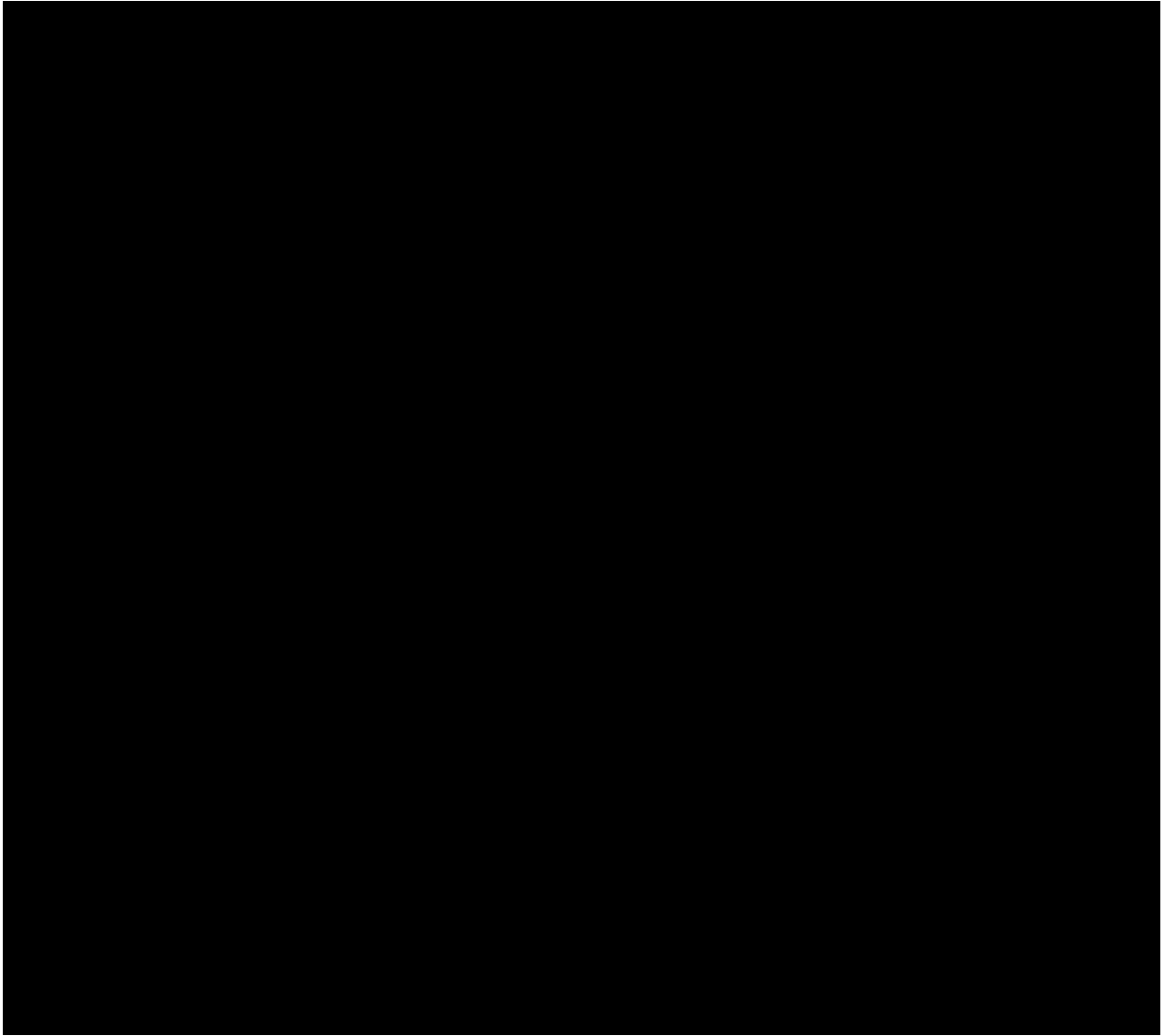


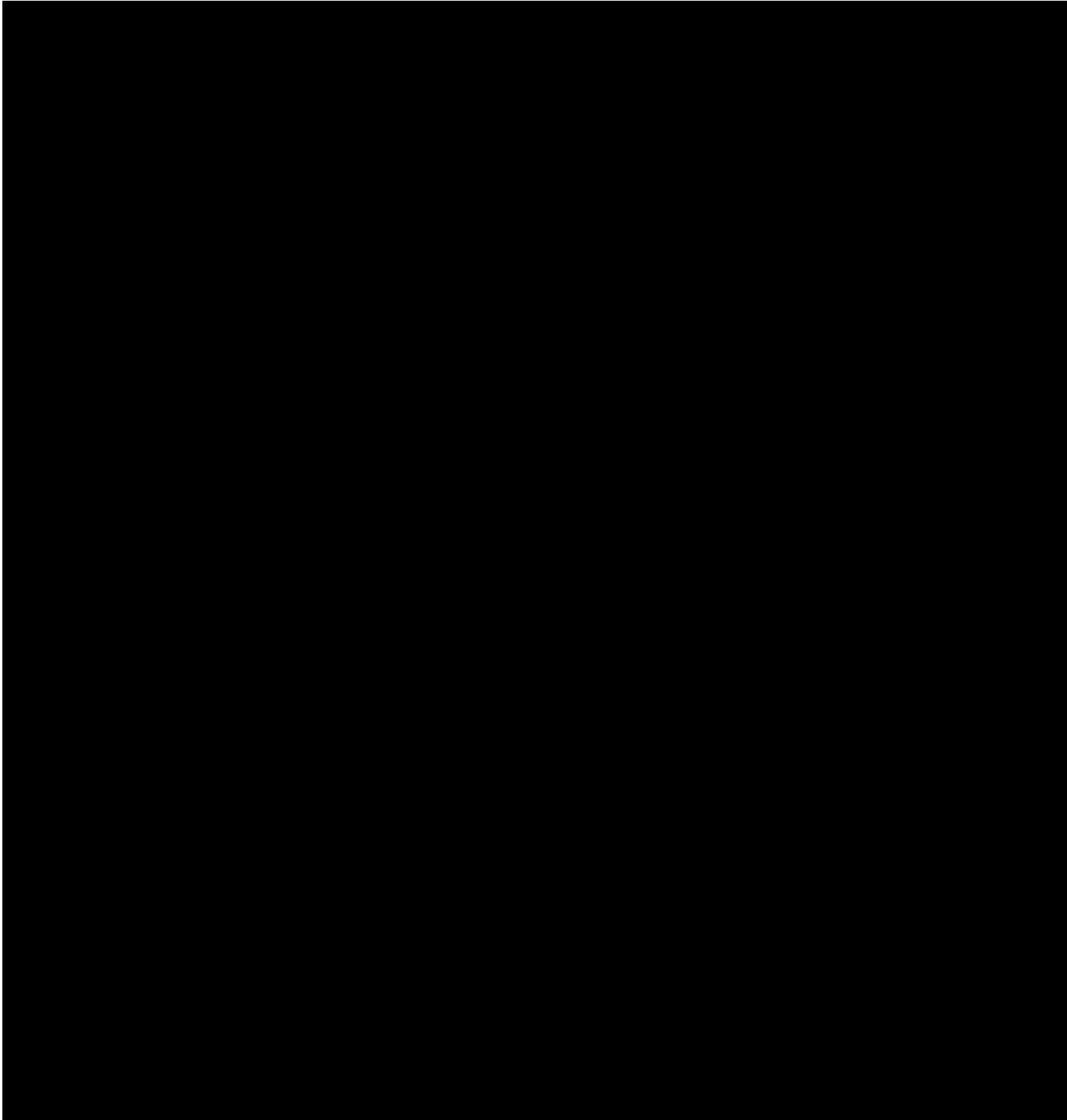






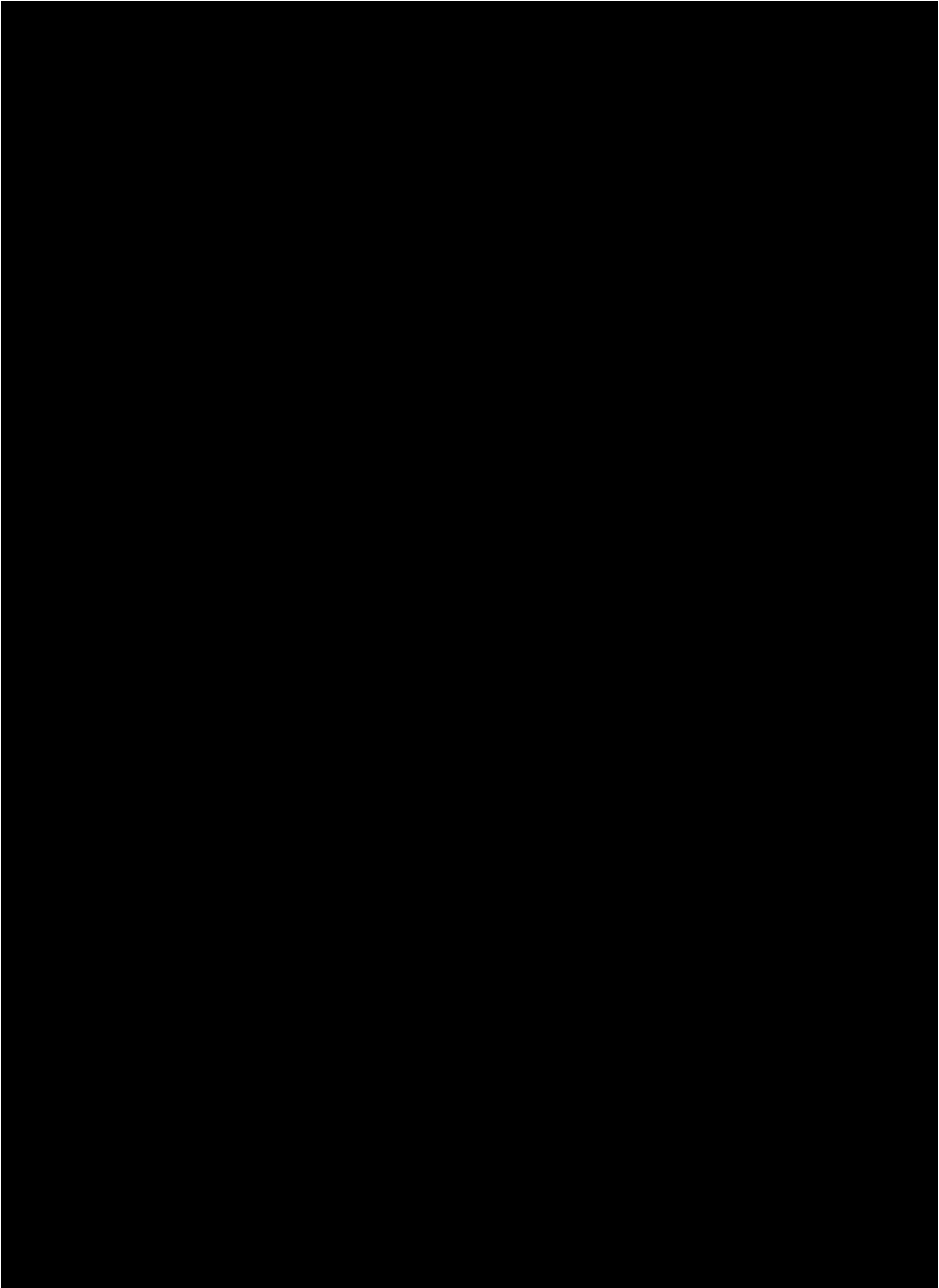


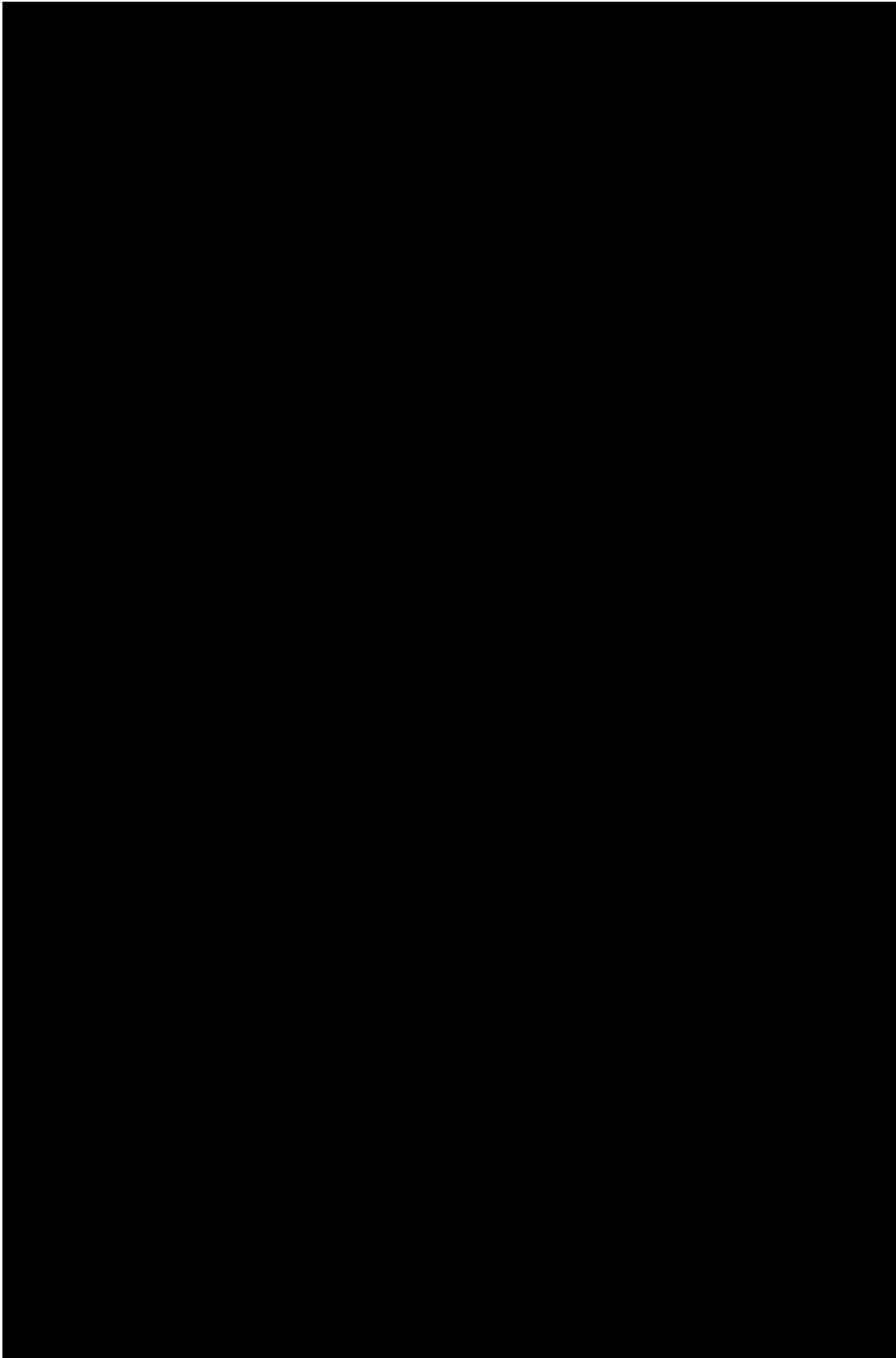




Article 4	Employer's Requirements <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	The Employer's Requirements are contained in the documents numbered/listed as comprising the Employer's Requirements and the Contract Drawings in the index of Contract Documents entitled "24-A1919.00 Cambridge Halls - Contract Document Register 2026.01.23.pdf" appended to this Contract as Annex 1 to this Contract and issued to the Contractor via the File-Sharing Link
	Contractor's Proposals <i>(State reference numbers and dates or other identifiers of the relevant documents.)</i>	The Contractor's Proposals are contained in the documents numbered/listed as comprising the Contractor's Proposals in the index of Contract Documents entitled "24-A1919.00 Cambridge Halls - Contract Document Register 2026.01.23.pdf" appended to this Contract as

Clause etc.	Subject	
		Annex 1 to this Contract and issued to the Contractor via the File-Sharing Link

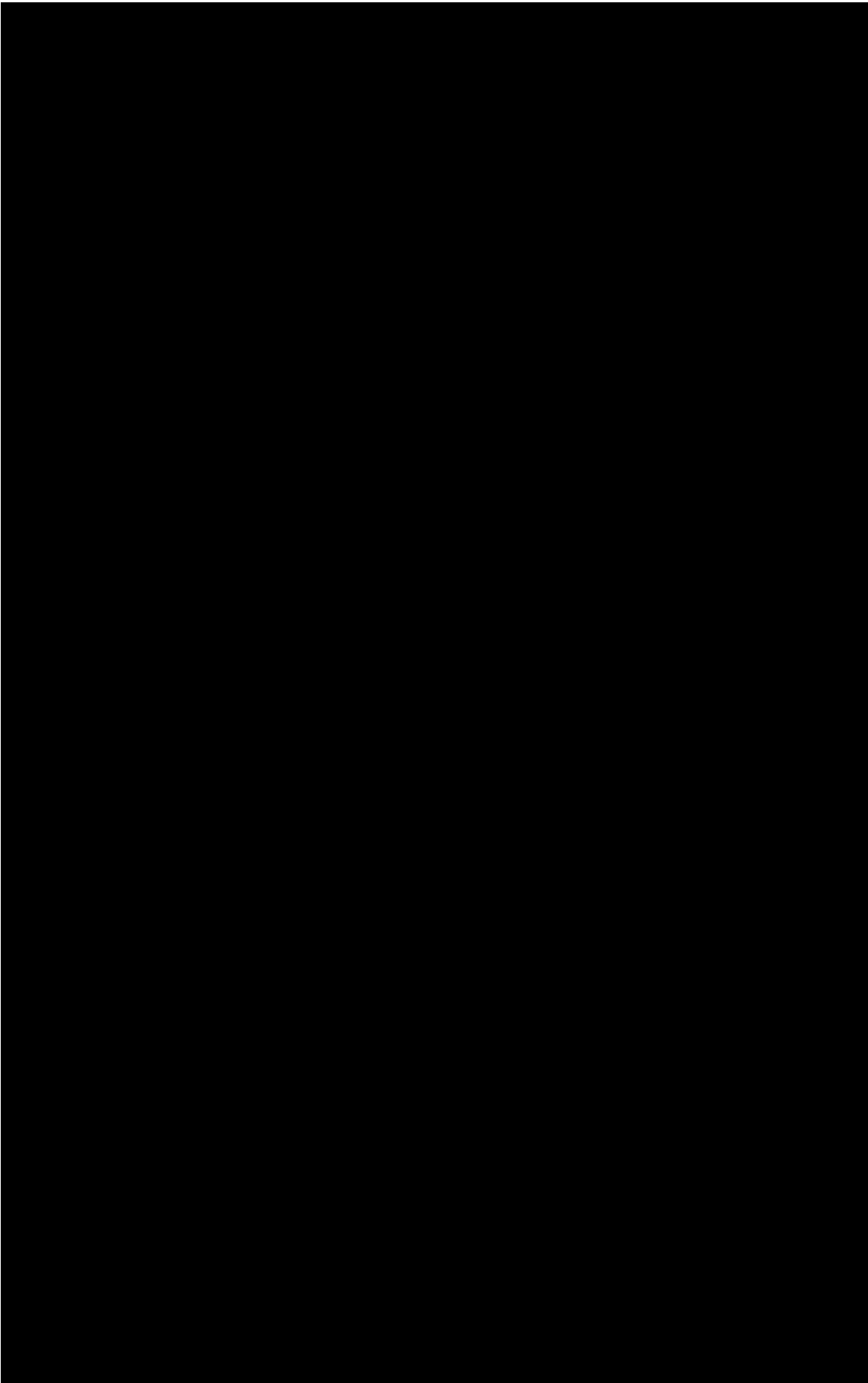


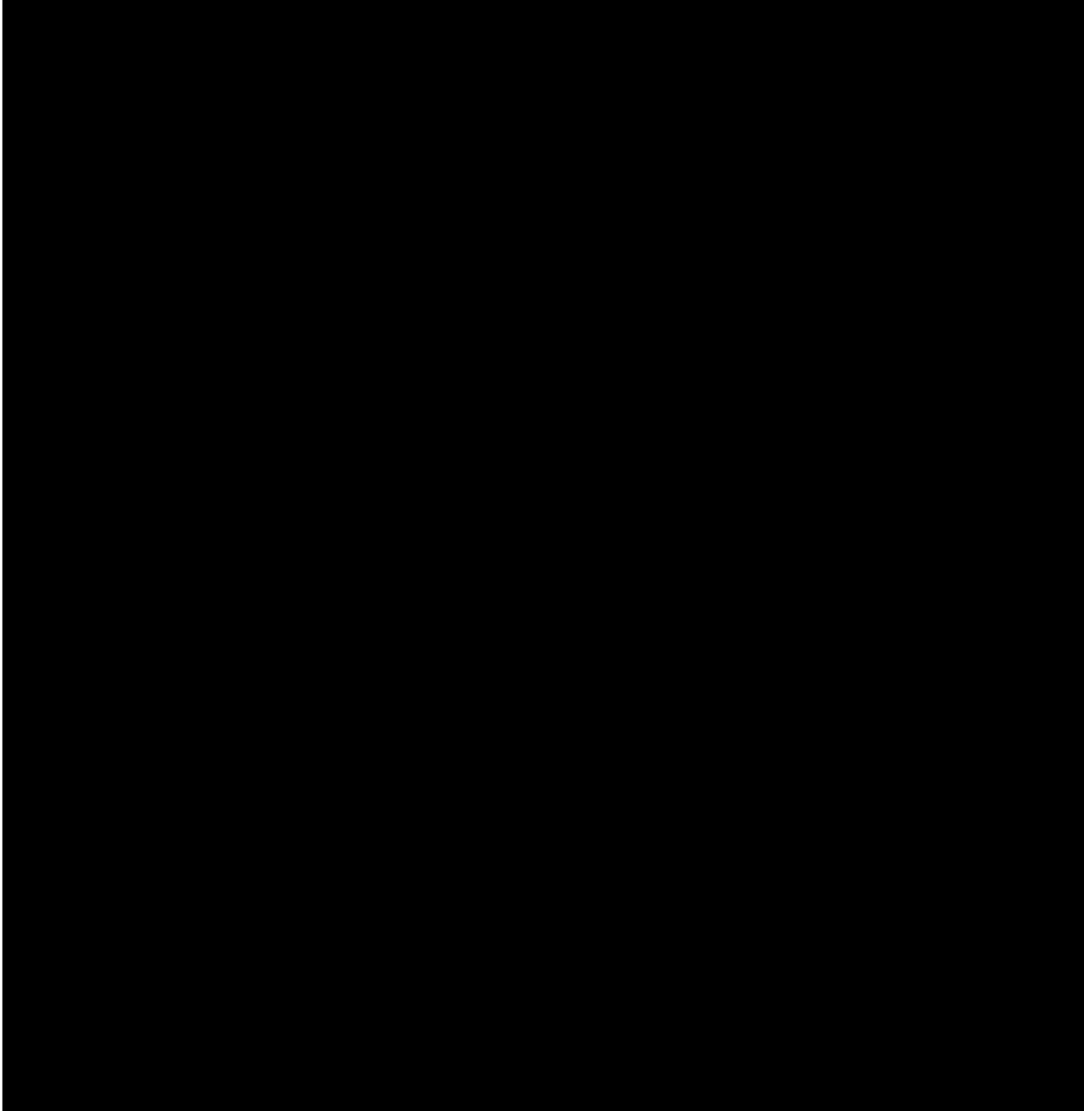


“**Consents Matrix**” means the documents identified in the table below as containing the allocation of responsibility for certain matters contained in each of the following folders within the Employer’s Requirements:

Folder	Document
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2.02.01 (<i>Planning Consents</i>)	24-A1919.00 Cambridge Halls - Planning Conditions Tracker
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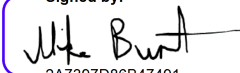


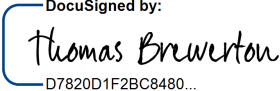
Annex 10

Incorporation of Contract Documents

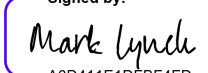
THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

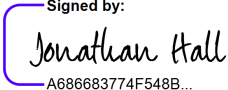
EXECUTED as a **DEED** by)
UNITE INTEGRATED SOLUTIONS PLC)
acting by one director)
in the presence of:)

Signed by:

2A7397D86B47491...
Signature of director

Witness Signature: 
D7820D1F2BC8480...
Witness Name: Thomas Brewerton
Witness Address: Painswood house chesterton
Bicester Oxon ox26 1uf

EXECUTED as a **DEED** by)
JOHN GRAHAM CONSTRUCTION LIMITED)
acting by one director)
in the presence of:)

Signed by:

A6D411E1DFBF4FD...
Signature of director

Witness Signature: 
A686683774F548B...
Witness Name: Jonathan Hall
Witness Address: 5 Ballygowan Road
Hillsbor

ANNEX 10

INCORPORATION OF CONTRACT DOCUMENTS

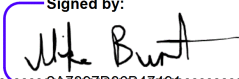
The Contract Documents referred to in the Contract and Contract Particulars comprise the documents numbered/listed and/or referred to in the Contract Documents register and/or the documents appended to this Contract as **Annex 10** and contained in the following file-sharing link(s):

- <https://url.uk.m.mimecastprotect.com/s/EACNC2vkOTp0AwwLunfQH5YCqd?domain=cummingcorporation-my.sharepoint.com>

which documents are hereby expressly incorporated by reference and form part of the Contract and receipt of which the Contractor acknowledges.

IN WITNESS whereof, the authorised representatives of the Employer and the Contractor have signed below and in doing so each acknowledges and agrees that it has had access to and reviewed the documents referred to above and agree that they are incorporated into this Contract.

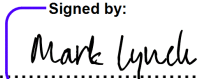
For and on behalf of the Employer

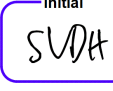
Signed by: 
Signed:
2A7397D86B47491...

Name: Michael Burt

Position: Director

For and on behalf of the Contractor

Signed by: 
Signed:
A6D411E1DFBF4FD...

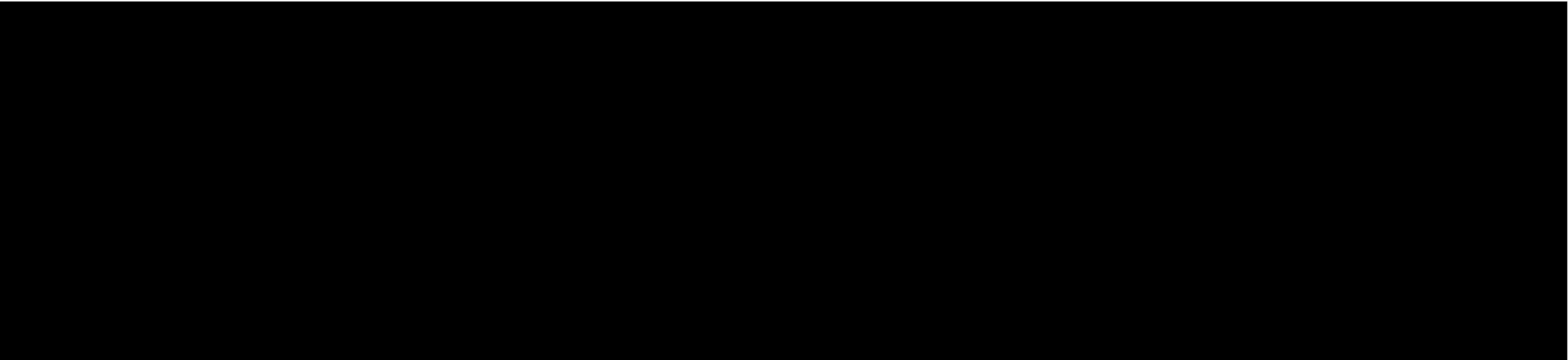
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Name: Mark Lynch

Position: Director

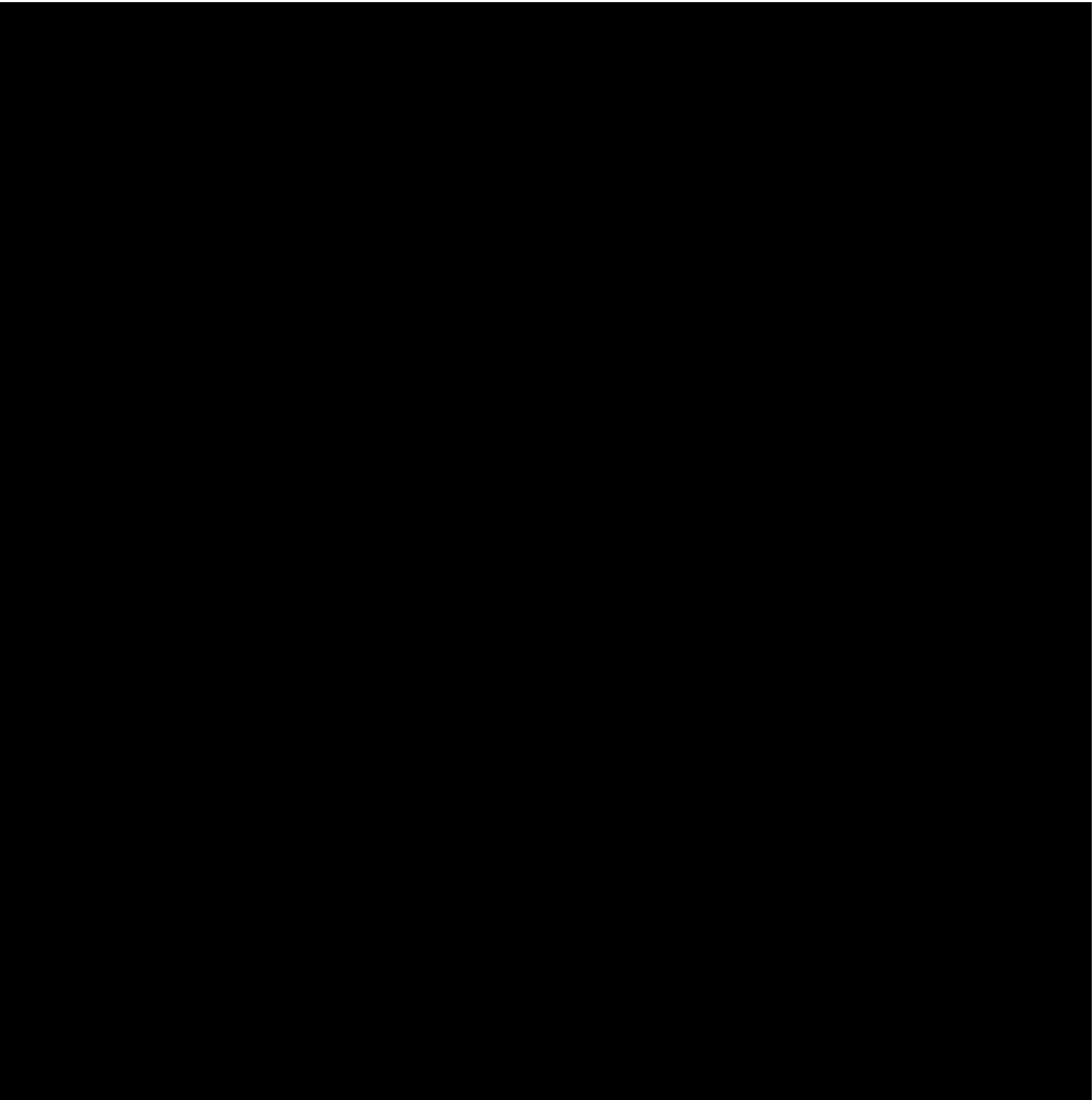
Project No: 24-A1919.00 Cambridge Halls
Revision: -
Date: 23.01.2026

Cambridge Halls
Contract Document Register



Project No: 24-A1919.00 Cambridge Halls
Revision: -
Date: 23.01.2026

Cambridge Halls
Contract Document Register



EAI020 Contractor Parking			
24-A1919.00 Cambridge Halls - (PCSA) EAI020 Contractor Parking	-	Employer's Agent Instruction	pdf Employer
No Parking Policy for Construction Sites	-	Supporting Information	pdf Employer

Certificate Of Completion

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Status: Completed

Subject: Unite (Project Cambridge) JCT 2016 D&B Building Contract (JGCL Graham)

Client No.:

Product Group:

Matter No.:

Source Envelope:

Document Pages: 237

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Holly Young

AutoNav: Enabled

115 Colmore Row

Envelopeld Stamping: Enabled

Birmingham, . B3 3AL

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

HollyYoung@eversheds-sutherland.com

IP Address: 137.83.244.19

Record Tracking

Status: Original

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Holder: Holly Young

HollyYoung@eversheds-sutherland.com

Location: DocuSign

Status: Original

1/27/2026 11:24:29 PM

Holder: Eversheds Sutherland (International) LLP

esignatures@eversheds-sutherland.com

Location: DocuSign

Signer Events

Ciaran Fegan

ciaran.fegan@graham.co.uk

Head of Legal Services

Graham - Testing

Security Level: Email, Account Authentication
(None)

Signature

Completed

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James Beggan

james.beggan@graham.co.uk

Security Level: Email, Account Authentication
(None)

Completed

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Michael Burt

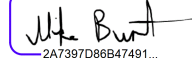
michael.burt@unitestudents.com

Chief Financial Officer

Unite Integrated Solutions PLC

Security Level: Email, Account Authentication
(None)

Signed by:


2A7397D86B47491...

Signature Adoption: Drawn on Device

Using IP Address: 82.132.185.38

Signed using mobile

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Electronic Record and Signature Disclosure:

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ID: 150508c0-3f61-4af0-a87c-bccf9ee0e5b2

Stephen Van den Hoek

stephen.vandenhoek@graham.co.uk

Security Level: Email, Account Authentication
(None)

Initial



Signature Adoption: Pre-selected Style

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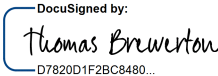
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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Thomas Brewerton thomas.brewerton@unitestudents.com Group development director Surveyor Painswood house chesterton Bicester Oxon ox26 1uf Witness for Michael Burt (michael.burt@unitestudents.com) Security Level: Electronic Record and Signature Disclosure: Accepted: 1/23/2026 3:36:21 PM ID: a582e73f-e7f3-491b-a29a-3e58894f2863	DocuSigned by:  D7820D1F2BC8480... Signature Adoption: Pre-selected Style Using IP Address: 2a00:23c7:923d:4c01:8d3d:fbe0:8e4b:551f Signed using mobile	Sent: 1/27/2026 7:05:42 PM Viewed: 1/27/2026 7:06:35 PM Signed: 1/27/2026 7:07:39 PM
Jonathan Hall jonathan.hall@graham.co.uk Group Chief Operating Officer John Graham Construction Ltd Chief Operating Officer 5 Ballygowan Road, Hillsborough Witness for Mark Lynch (mark.lynch@graham.co.uk) Security Level: Electronic Record and Signature Disclosure: Accepted: 1/27/2026 9:29:15 PM ID: 7e1c89c1-4a00-4329-95a7-e769ce0682e7	Signed by:  A686683774F548B... Signature Adoption: Pre-selected Style Using IP Address: 148.252.147.59 Signed using mobile	Sent: 1/27/2026 9:27:03 PM Viewed: 1/27/2026 9:29:15 PM Signed: 1/27/2026 9:34:31 PM

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Signing Complete	Security Checked	1/27/2026 11:24:14 PM
Completed	Security Checked	1/27/2026 11:24:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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