

Dated _____ 2009

(1) TAYLOR WOODROW CONSTRUCTION AND BAM NUTTALL LIMITED

- and -

(2) CONSOLIDATED DEVELOPMENTS LIMITED

**CONTRACTOR'S WARRANTY A
RELATING TO WORKS AT TOTTENHAM
COURT ROAD STATION**

Mishcon de Reya
Summit House
12 Red Lion Square
London WC1R 4QD
Tel: [REDACTED]
Fax: [REDACTED]
Ref: 54/IDL/13043.1
E-mail: [REDACTED]

THIS DEED is dated day of 2009

BETWEEN

- (1) **TAYLOR WOODROW CONSTRUCTION** (Company No. 3213873) whose registered office is at Astral House, Imperial Way, Watford, Herts, WD24 4WW and **BAM NUTTALL LIMITED** (Company No. 00305189) whose registered office is at St James House, Knoll Road, Camberley, Surrey GU15 3XW (jointly and severally, the "**Contractor**")
- (2) **CONSOLIDATED DEVELOPMENTS LIMITED** whose registered office is at 131 Edgware Road, London W2 2AP ("**Beneficiary**")

1. DEFINITIONS

1.1 In this Deed the following definitions apply:-

"**Development**" means the development of the Site to be carried out on the Site or part of it;

"**Development Agreement**" means an agreement dated 3rd April 2008 and made between the Secretary of State for Transport (1) and Consolidated Developments Limited (2) relating (inter alia) to the carrying out of the Demolition Works and the Consolidated Piles Works as therein defined;

"**End Date**" means the date twelve (12) years from practical completion of the Works;

"**Group Company**" means any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as subsidiary and holding company are defined in s736, Companies Act 1985 (as amended);

"**Mortgagee**" means a person having or acquiring a first legal mortgage or charge over the whole of the Development or any part of it;

"**Purchaser**" means the first person having or acquiring a freehold interest or long leasehold interest in the Development or any part of it, and includes a purchaser for a capital consideration of a leasehold interest;

"**Site**" means the Consolidated Site as defined in the Development Agreement;

"**Station Developer**" means London Underground Limited;

"**Tenant**" means any person having or acquiring a leasehold interest in the Development or any part of it (other than a Purchaser); and

"**Works**" means the Consolidated Piles Works as defined in the Development Agreement.

2. **RECITALS**

The Station Developer is the party now required to facilitate the carrying out of the Works and the Station Developer and the Contractor have entered or will enter into a building contract ("**Building Contract**"), under which the Contractor has (inter alia) agreed to carry out and complete the Works required in connection with the Development.

3. **CONSIDERATION**

The Contractor enters into this Deed in consideration of the sum of £1.00 paid by the Beneficiary, receipt of which the Contractor acknowledges.

4. **BUILDING OBLIGATIONS**

4.1 The Contractor warrants to the Beneficiary that the Contractor has carried out and completed or will carry out and complete the Works with all due diligence, in accordance with and subject to the terms of the Building Contract, and has observed and performed and will observe and perform all of its duties and obligations expressed in or arising out of the Building Contract in relation to the Works (but, except to the extent if at all they affect the Works, not in relation to the other works the subject of the Building Contract) and (without qualification to or derogation from the foregoing) has exercised and will exercise all reasonable skill and care and diligence in and about the construction of the Works.

4.2 Without derogation from clause 4.1, to the extent that under the Building Contract the Contractor takes responsibility for the selection of goods, materials, plant or equipment for incorporation in the Works the Contractor warrants that the same have been or will be selected with all reasonable skill and care.

4.3 The Contractor warrants that it has not specified or used and shall not use specify or use any materials which do not comply with British Standards or Codes of Practice or their

European Union equivalent in relation to the Works (but not in relation to the other works the subject of the Building Contract).

5. NOTICE PROVISIONS

5.1 The Contractor warrants to the Beneficiary that the Contractor shall not terminate or treat as terminated its employment under the Building Contract, or discontinue the construction of the Works (save for suspension if deemed appropriate in the case of emergency or other expedient reason), without first giving to the Beneficiary not less than 14 days' prior notice of the Contractor's intention to do so, specifying the grounds for so doing.

6. DEEDS OF WARRANTY

6.1 The Contractor shall upon written request from the Beneficiary prior to the End Date promptly execute and deliver a deed or deeds of warranty in favour of a Purchaser a Mortgagee or a Tenant in the terms of this Deed, mutatis mutandis, but excluding the terms of clause 5 and of this clause 6.

6.2 The Contractor shall, as the Beneficiary may at any time or times require, procure the execution and delivery to the Beneficiary and/or Purchaser, Tenant or Mortgagee of a deed of collateral warranty from any sub-contractor engaged by the Contractor to carry out any part of the Works in the form mutatis mutandis of this Deed but excluding the terms of clause 5 and of this clause 6.

7. ASSIGNMENT

7.1 The benefit of this Deed shall be freely assignable:-

7.1.1 to and from any Group Company of the Beneficiary;

7.1.2 to and from any mortgagee of the Beneficiary; and

7.1.3 otherwise on two occasions only.

7.2 On each such assignment the Beneficiary shall within 14 days give to the Contractor notice of the assignment together with a copy of the assignment but with financial details and any other commercially sensitive provisions omitted.

7.3 In this Deed references to the Beneficiary include where the context admits its permitted assignees.

7.4 The Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with clause 7.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not the named promisee hereunder, but shall be released from any liability to the assignor upon such assignment in respect of any such loss incurred by and recoverable by the assignee.

8. **COPYRIGHT**

8.1 The Contractor grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce any as built drawings, calculations, specifications and/or other documents produced by or on behalf of the Contractor for the purposes of the Works and/or for any purpose connected with the Development and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Contractor. The Contractor will not be liable for any use of the Documents for any purposes other than those for which the same are or were produced. The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Contractor with full and proper copies of the Documents.

8.2 The Contractor warrants to the Beneficiary that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

9. **EXTRANEOUS RIGHTS**

9.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Contractor to the Beneficiary.

9.2 No approval or inspection of the Works or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Contractor arising under this Deed.

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

11. **EXPIRY OF WARRANTY**

No proceedings shall be commenced against the Contractor under this Deed after the End Date.

12. **SERVICE OF NOTICE**

Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect 2 days after posting, excluding Saturdays, Sundays and statutory holidays.

13. **GOVERNING LAW AND INTERPRETATION**

13.1 The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising under it.

13.2 In this Deed:

13.2.1 person includes a firm and any entity having legal capacity;

13.2.2 any term importing gender shall include any gender;

13.2.3 any term importing the singular includes the plural and vice versa; and

13.2.4 any reference to any clause or schedule is a reference to such clause or schedule of or to this Deed.

13.3 Clause headings do not form part of nor affect the interpretation of this Deed.

Executed and delivered as a deed:

Executed as a deed by Taylor Woodrow)
Construction by the signature of a director)
and the secretary or of two directors of the)
company:)

...

Director

...

Print name

...

Director/Secretary

...

Print name

Executed as a deed by BAM Nuttall Limited)
by the signature of a director and the secretary)
or of two directors of the company)

...

Director

...

Print name

...

Director/Secretary

...

Print name

Executed as a deed by Consolidated)
Developments Limited by the signature of a)
director and the secretary or of two directors)
of the company:)

...

Director

...

Print name

...

Director/Secretary

...

Print name

THIS AGREEMENT is made the day of December 2009

BETWEEN:

- (1) **LONDON UNDERGROUND LIMITED** whose registered office is at 55 Broadway, London SW1H 0BD (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **TAYLOR WOODROW CONSTRUCTION** (Company No. 3213873) whose registered office is at Astral House, Imperial Way, Watford, Herts, WD24 4WW and **BAM NUTTALL LIMITED** (Company No. 00305189) whose registered office is at St James House, Knoll Road, Camberley, Surrey GU15 3XW (jointly and severally, “the *Contractor*”).

WHEREAS:

- (A) The *Employer* wishes to have provided:
 - (i) the design, implementation, testing, commissioning, training, assurance and handover of the congestion relief, station modernisation and step-free access at Tottenham Court Road Station as more particularly described in the Works Information; and
 - (ii) the design, implementation, testing, commissioning, training, assurance and handover of the Crossrail Eastern Ticket Hall Entrance in Goslett Yard (structure only) as more particularly described in the Works Information; and
 - (iii) the implementation, testing and handover of the Consolidated piling as more particularly described in the Works Information(“the *works*”).
- (B) The *Employer* has accepted a tender by the *Contractor* for the design and construction of the *works* and correction of Defects therein in accordance with the *conditions of contract* (as defined in the Contract Data and amended).

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* (as amended) have the same meanings herein.
2. The *Contractor* Provides the Works in accordance with the *conditions of contract* (as amended).
3. The *Employer* pays the *Contractor* the amount due in accordance with the *conditions of contract* (as amended).

4. The documents forming the contract are:
- (a) this Form of Agreement duly executed by the Parties as a deed;
 - (b) the special conditions attached as Annex 1 (the “Special Conditions”);
 - (c) the NEC Engineering and Construction Contract Third Edition (with amendments June 2006) *conditions of contract* (as amended);
 - (d) the *additional conditions of contract* (Z1, Z2 and Z3 clauses) contained in section 2 of the contract (including Schedules 1 to 10), which include amendments to core, main and secondary Option clauses;
 - (e) main Option clause C (as amended);
 - (f) Option W2 (as amended);
 - (g) the following secondary Option clauses:
 - Option X1 - Price adjustment for inflation
 - Option X2 - Changes in the law (as amended)
 - Option X4 - Parent company guarantee (as amended)
 - Option X5 - Sectional Completion
 - Option X6 - Bonus for early Completion
 - Option X7 - Delay damages (as amended)
 - Option X13 - Performance bond (as amended)
 - Option X16 - Retention (as amended)
 - Option X20 - Key Performance Indicators (as amended)
 - Option X21 - Single Point Design Responsibility (as set out in the *additional conditions of contract*)
 - Option X22 - Novation of Ancillary Services Contract (as set out in the *additional conditions of contract*)
 - Option X23 - Specified Termination Event (as set out in the *additional conditions of contract*)

Option Y(UK)2 - Housing Grants, Construction and Regeneration Act 1996 (as amended)

Option Z - *Additional conditions of contract*

(h) Schedule of Cost Components (as amended and including Supplementary Notes);

(i) the Contract Data Part 1 contained in section 3 of the contract;

(j) the Contract Data Part 2 contained in section 4 of the contract; and

(k) the following documents:

- the Works Information contained in section 5 of the contract;
- the Site Information contained in section 6 of the contract ;

5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	The Special Conditions;
Third	:	The <i>additional conditions of contract</i> contained in section 2 of this contract and designated Z3 (including any references to the Contract Data and any necessary parts of the Works Information referred to therein);
Fourth	:	The <i>additional conditions of contract</i> contained in section 2 of this contract and designated Z2 (including any references to the Contract Data and any necessary parts of the Works Information referred to therein);
Fifth	:	The <i>additional conditions of contract</i> contained in section 2 of this contract and designated Z1 (including any references to the Contract Data and any necessary parts of the Works Information referred to therein);
Sixth	:	The <i>conditions of contract</i> (including any references to the Contract Data and any necessary parts of the Works Information referred to therein); and
Seventh	:	The Works Information and any other documents included in this contract.

6. The liability of each party comprising the *Contractor* is joint and several and each such party shall be responsible for any failure of the other party to meet its liabilities and obligations under this contract. Any such failure shall not relieve the remaining party comprising the *Contractor* of any of the liabilities and obligations of the *Contractor* under this contract.

IN WITNESS whereof this Agreement has been executed and unconditionally delivered as a deed the day and year first above written.

THE COMMON/CORPORATE SEAL of LONDON UNDERGROUND LIMITED

was affixed to **THIS DEED**
in the presence of:

Signature of Director/Secretary

Print name of Director/Secretary

EXECUTED AND DELIVERED AS A DEED
by **TAYLOR WOODROW CONSTRUCTION**
acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

EXECUTED AND DELIVERED AS A DEED
by **BAM NUTTALL LIMITED**
acting by:

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary

ANNEX 1

SCHEDULE OF SPECIAL CONDITIONS

1. Delivery of warranty

- 1.1 It shall be a condition precedent to the coming into effect of this contract that the *Contractor* shall execute and deliver to the *Employer* by the Contract Date a deed of warranty in favour of Consolidated Developments Limited in the form set out in Appendix 1 to this Annex.
- 1.2 The *Contractor* shall ensure that any subcontract requires the Subcontractor to execute and deliver to the *Employer* a deed of warranty in favour of Consolidated Developments Limited in the form (subject to any necessary amendments) set out in Appendix 1 to this Annex. The *Contractor* shall, within 21 days of receipt of a request in writing, procure that the Subcontractors named or identified by discipline in the request duly execute and deliver deeds of warranty in favour of Consolidated Developments Limited to the *Employer* in the aforementioned form.
- 1.3 The *Contractor* shall execute and deliver to the *Employer* within 21 days of receipt of a request in writing a deed of warranty in favour of any tenant of Consolidated Developments Limited or such other party as Consolidated Developments Limited may reasonably request in the form set out in Appendix 1 to this Annex.

APPENDIX 1

Form of Collateral Warranty in respect of Consolidated Piles Works

SECTION 3

CONTRACT DATA - PART 1

CONTRACT DATA

Part One - Data provided by the *Employer*

Statements given in all contracts

1. General
 - The *conditions of contract* are the core clauses and the clauses for main Option C, dispute resolution Option W2 and secondary Options clauses X1, X2, X4, X5, X6, X7, X13, X16, X20, X21, X22, X23, Y(UK)2 and Z clauses of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) as amended in each case in accordance with secondary Option Z.
 - The *works* are:
 - the design, implementation, testing, commissioning, training, assurance and handover of the congestion relief, station modernisation and step-free access at Tottenham Court Road Station as more particularly described in the Works Information;
 - the design, implementation, testing, commissioning, training, assurance and handover of the Crossrail Eastern Ticket Hall Entrance in Goslett Yard (structure only) as more particularly described in the Works Information; and
 - the implementation, testing and handover of the Consolidated piling as more particularly described in the Works Information.
 - The *Employer* is
 - Name: London Underground Limited (Company Number 1900907)
 - Address: 55 Broadway, London, SW1H OBD
 - The *Project Manager* is
 - Name: Ralph Freeston
 - Address: 13th Floor, Centre Point, 103 New Oxford Street, London W1CA 1DD

Defined *Project Manager* duties will be delegated to Ralph Freeston in writing following contract award in accordance with clause 14.2 of the contract.

- The *Supervisor* is

Name: David Wilson

Address: 10th Floor, Centre Point, 103 New Oxford Street, London W1CA 1DD

- The Works Information is in Section 5 of this Contract.
- The Site Information is in Section 6 of this Contract.
- The *boundaries of the site* are shown on drawing reference HAG-N105-8742-PMG-D-PLN-1-07610 in Section 6 - Site Information of this Contract.
- The *language of this contract* is English.
- The *law of the contract* is the law of England.
- The *period for reply* is four (4) weeks.
- The following matters will be included in the Risk Register
As identified in Part 2 - Contract Data.

3. Time

- The *starting date* is: 15th December 2009
- The *access dates* are:

Part of the Site	Date
------------------	------

1. Main Construction Start on Site:

- | | |
|--|-------------------|
| (a) The part of the Site formerly numbered 1-17 Oxford Street and 1-6 Falconberg Court | 11th January 2010 |
|--|-------------------|

(b) The part of the Site that is 18th January 2010
occupied by 19-23 Oxford
Street

(c) The remainder of the Site 25th January 2010
(excluding Crossrail Eastern
Entrance Hall at Goslett
Yard)

2. Crossrail Eastern Entrance Hall 1st July 2010
at Goslett Yard Start on Site

- The *Contractor* submits revised programmes at intervals no longer than four (4) weeks.

4. Testing and Defects

- The *defects date* is 52 weeks after Completion of the whole of the *works*.

- The *defect correction period* is 2 weeks.

5. Payment

- The *currency of this contract* is the Pound Sterling.
- The *assessment interval* is four (4) weeks.
- The *interest rate* is 2% per annum (not less than 2) above the base rate of the Bank of England.

6. Compensation events

- The place where weather is to be recorded is Central London.
- The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 09:00 hours GMT
 - and these measurements: Not Applicable.

- The *weather measurements* are supplied by the Met Office, Fitzroy Road, Exeter, Devon, EX1 3PB (Phone: 0870 900 0100, Facsimile 0870 900 5050 or email: enquiries@metoffice.gov.uk).
 - The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at Central London and which are available from the Met Office, Fitzroy Road, Exeter EX1 3PB.
8. Risks and insurance
- The minimum limit of indemnity for insurance in respect of sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property, obstruction, loss of amenities, trespass, nuisance or any like cause happening during the period of insurance and arising out of or in connection with this contract is (£100,000,000) One Hundred Million Pounds.
 - The minimum limit of indemnity for insurance in respect of death of or bodily injury or illness sustained by employees of the *Contractor* arising out of or in the course of their employment in connection with this contract or the Project is (£10,000,000) Ten Million Pounds.
 - The minimum limit of indemnity for insurance in respect of any expense, liability, loss, claim or proceedings which the *Employer* incurs or sustains by reason of injury, loss of or damage to any property other than the *works*, Site materials or existing property of the *Employer* caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of carrying out the *works* is (£100,000,000] One Hundred Million Pounds
 - The minimum limit of indemnity for insurance in respect of negligence omission or default in respect of design of the *works* or other professional services for which the *Contractor* or its Subcontractors is responsible is (£20,000,000) Twenty Million Pounds for each and every claim and in the aggregate per annum.
9. Termination
- The *share termination threshold* is £20,000,000 (Twenty Million Pounds).

Optional statements

The *maximum aggregate liability* of the *Contractor* for liquidated damages¹ pursuant to Clause Z2.30 is unlimited

If the Contract Date is not the date of this contract

- The Contract Date is 15th December 2009

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is to be identified by the *Contractor*.

If no programme is identified in part two of the Contract Data

- The Contractor is to submit a first programme for acceptance within 4 weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated condition by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1. Completion of RIBA Stage E design in respect of the Goslett Yard Box works	1 st June 2010
3. Provision of temporary access road and pathway across the southern end of the Goslett Yard site to enable access to adjacent buildings	17 th August 2010
4. Completion of RIBA Stage F design in respect of the Goslett Yard Box works	1 st October 2010

¹ For Disruption (to the Underground Network) under clause Z2.30

5. Completion of all sections of the diaphragm walling to Goslett Yard Box that are within 24m of the Crossrail Westbound platform tunnel. 1st April 2011

6. Completion of all sections of the diaphragm walling to that are within 24m of the Crossrail Eastbound platform tunnel. 1st May 2011

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 28 days after the delivery of the *Contractor's* VAT invoice.

If there are additional *Employer's* risks

- The *Employer's* risks are set out in clause 80.1. There are no additional *Employer's* risks.

If the *Employer* is to provide Plant and Materials

- The *Employer* will not be providing Plant and Materials

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table

- 1 Insurance against risks of loss of or damage to (not excluded by the terms and conditions of the policy) the *works* and Plant and Materials, temporary works (i.e. works erected or constructed for the purpose of making possible the erection or installation of the *works*), Equipment, temporary buildings and other property owned by or supplied by the *Employer*.

Cover/indemnity is the full reinstatement value.

The deductibles are:

- £250,000 each and every claim in relation to tunnelling claims
- £75,000 each and every claim for major perils
- £10,000 each and every claim for all other perils

- 2 Insurance against death of or injury or illness or disease to third parties and/or loss of or damage to third party property, obstruction, loss of amenities, trespass, nuisance or any like cause happening during the period of insurance and arising out of or in connection with this contract.

Cover/indemnity is £100,000,000 (One Hundred Million Pounds) for any one event.

The deductibles are:

- £10,000 each and every claim for property damage to third party
- NIL for personal injury claims
- £10,000 each and every for non-negligence claims

- 3 Insurance against any injury, loss of or damage to any property other than the *works*, Site materials or existing property of the *Employer* caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of carrying out the *works*.

Cover/indemnity is £100,000,000 (One Hundred Million Pounds) for any one event.

The deductibles are:

- £10,000 each and every claim for property damage to third party
- NIL for personal injury claims
- £10,000 each and every for non-negligence claims

If additional insurances are to be provided

- The *Employer* provides these additional insurances
- No additional insurances are to be provided by the *Employer*
- The *Contractor* provides these additional insurances in accordance with the Insurance Table in clause 84.2:

- 1 Insurance against liability for death of or bodily injury or illness sustained by employees of the *Contractor* arising out of or in the course of their employment in connection with this contract or the Project.

Cover/indemnity is £10,000,000 (Ten Million Pounds).

- 2 Insurance against loss of or damage to constructional plant, tools, equipment, temporary buildings (including contents therein) belonging to or the responsibility of the *Contractor*.

Cover/indemnity is the replacement cost.

- 3 Insurance against negligence omission or default in respect of design of the *works* or other professional services for which the *Contractor* or its Subcontractors is responsible.

Cover/indemnity is £20,000,000 (Twenty Million Pounds) for each and every claim.

If Option C or D is used

- The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>	<i>Contractor's share percentage</i>
less than 100%	50%
greater than 100%	50%

If Option C, D , E or F is used

- The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than four (4) weeks.

- The *exchange rates* are those published in the Financial Times on the date of this contract.

Option X1

- The proportions used to calculate the Price Adjustment Factor are

0.50 linked to the index for Civil Engineering Cost.

0.10 linked to the index for General Building Cost.

0.25 linked to the index for Mechanical & Electrical (including Lifts & Escalators).

0.05 linked to the index for Plant.

0.10 Non-adjustable element.

Total 1.00

- The *base date* for indices is June 2009.
- The indices are those prepared by the Building Cost Information Service (BCIS) comprising:

The BCIS General Civil Engineering Cost Index.

The BCIS General Building Cost (excluding Mechanical & Electrical) Index.

The BCIS Mechanical & Electrical Index.

The BCIS Plant Cost Index.

Option X4

- The *parent company* is:
 - for Taylor Woodrow Construction: Vinci Plc (Company No. 737204) whose registered office is at Astral House, Imperial Way, Watford, WD24 4WW;
 - for BAM Nuttall Limited: Koninklijke BAM Groep N.V. (Royal BAM Group) (Trade Register No. 30058019) whose principle office is at Runnenburg 9, 3981 AZ Bunnik, The Netherlands.

Option X5

- The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Handover of part of the Astoria Site as further described in Chapter 6 of the Works Information	1 st June 2013
2	Completion of the Eastern Entrance Ticket Hall structure at Goslett Yard	21 st August 2013
3	Completion of the <i>works</i> for the Consolidated Piling scheme	25th July 2014
4	The remainder of the <i>works</i>	2nd September 2016

Option X6

- The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Handover of part of the Astoria Site as further described in Chapter 6 of the Works Information	Not Applicable
2	Completion of the Eastern Entrance Ticket Hall structure at Goslett Yard	Not Applicable
3	Completion of the <i>works</i> for the Consolidated Piling scheme	£2,442.20
4	The remainder of the <i>works</i>	Not Applicable

Option X7

- Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Handover of part of the Astoria Site as further described in Chapter 6 of the Works Information	Up to 90 calendar days = £10,000; 91 to 120 calendar days = £15,000; Over 120 calendar days = £20,000
2	Completion of the Eastern Entrance Ticket Hall structure at Goslett Yard	Up to 90 calendar days = £10,000; 91 to 120 calendar days = £15,000; Over 120 calendar days = £20,000

- | | | |
|---|---|------------|
| 3 | Completion of the <i>works</i> for the Consolidated Piling scheme | £4,884.40 |
| 4 | The remainder of the <i>works</i> | £11,786.00 |

Option X13

- The amount of the performance bond is 10% of the total of the Prices.

Option X16

- The *retention free amount* is the value of design costs and any costs incurred by a utility company.
- The *retention percentage* is 3% of the Price of Work Done to Date for the whole of the *works*.

Option X20

- The *incentive schedule* for Key Performance Indicators is to be agreed with the *Project Manager*.
- A report of performance against each Key Performance Indicator is provided at intervals of 4 weeks.

Option X23

- A *specified termination event* means the curtailment of funding for the *works*.

Option Z

- The *additional conditions of contract* are the amendments to core, main and secondary option clauses and additional *conditions of contract* as contained in Section 2 of this contract.