



James Whapham
Rydon
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW

28 July, 2016

1816 Ashton - letter of intent - final

Dear James,

Ashton Court, Camden Road, NW1 9HE Limited Letter of Intent.

We write further to your recent tender submission for the above project.

To date, the project has been tendered on a 2 stage basis. The first stage being the pricing of your preliminaries and overheads and profit. Your first stage pricing is at an acceptable level and Origin wish to engage with you to agree a final contract sum for the project.

After discussion, it is apparent that it would be advantageous for Rydon to carry out some preliminary design and site investigations, whilst negotiating the contract sum. The aim of the preliminary design is to enable Origin to clearly outline the project requirements, and Rydon's design team to fully understand what must be delivered. The aim of the site investigations is to determine in detail any currently unknown site constraints and possible risks, with a view to reducing the risk to cost and programme during the construction stage. The process should minimise the extent of provisional sums within the contract, and avoid Rydon having to include inflated pricing due to site risks.

We are writing to confirm our instruction for you to progress the following areas:

- Detailed design, to include Architectural, Structural and M&E design work. Plus minor associated work. Up to a limit of £110,000, including all overheads, administration and profit.
- Rydon staff costs, to facilitate design teams and on site investigations. Up to a limit of £35,000
- Site surveys, up to a limit of £5,000

Written agreement to provide Collateral Warranties (form enclosed) and copies of PI insurance are required for all designers employed under this letter of intent. A fee schedule is required from each designer or consultant employed by Rydon under this letter of intent, outlining the total fee and proportion of the fee due at each stage, so the amount payable can be easily calculated should negotiations not be successful with Rydon.

These works will be included as part of the main contract. The maximum value of work covered under this letter is £150,000, which should be sufficient to cover the work required before the main contract is in place.

It is expected the contract sum will be agreed within 3 months from the date of this letter. Origin are aiming to be in a position to provide a vacant building to Rydon by mid October 2016. This letter is sent on the understanding that there is no further obligations.

The above works will form part of the main contract, assuming we proceed with an agreed contract sum. If for any reason we are unable to proceed with the scheme with Rydon, Origin will pay your reasonable costs incurred up to that stage, but will not exceed the sum of the above amounts (£150,000). No loss of profit or further claims would be paid to Rydon should Origin not proceed. This includes any loss of profit or further claims made by any surveyors, designers or consultants employed by Rydon. Origin would have exclusive rights on any design work/plans/surveys developed by your consultants or design team at that stage of the procurement.

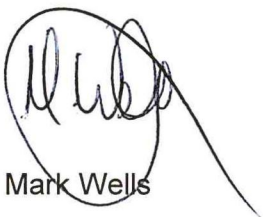
The form of contract will be the most up to date JCT Design and Build Contract, incorporating all revisions and contract amendments provided previously. Further contract amendments may be included, subject to discussion and agreement. Valuations/Payment Notices will be carried out monthly, with payment period of 28 days from the due date. 5% retention applied until Practical Completion, when 2.5% will be applied and held until the completion of the 24 Months Making Good Defects period. The Liquidated and ascertained Damages will be £17,550 per week, based on a 62 week construction period.

If attending site for any reason, Rydon are not to use the site for any purpose other than carrying out the works outlined in this letter. The letter is given with Rydon's acceptance to comply with all points and act in the best interest of Origin at all times.

Can you please confirm receipt of this limited letter of intent and agreement to the instructions and terms within. Please sign below and return to Origin.

If you have any queries, then please do not hesitate to contact us.

Yours sincerely



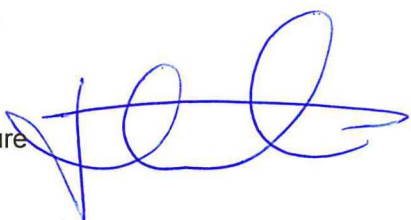
Mark Wells

CC: Sam Jarman, Robert Lombardelli Partnership

Enclosed: Collateral Warranty for design subcontractors

Rydon:

Signature



Name

Jeff Henton.