

IMPLEMENTATION AGREEMENT FOR MAKASIINIRANTA

Draft 19 March 2021

[The implementation agreement will be drawn up through negotiations during the development reservation and specified based on the winning proposal of the competition, taking the needs and solutions presented in it into account.]

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IMPLEMENTATION AGREEMENT FOR MAKASIINIRANTA

1. Contracting parties

City of Helsinki
(hereinafter '**the City**')
Business ID 0201256-6
Urban Environment Division
Land Property Development and Plots
P.O. Box 58213, FI-00099 CITY OF HELSINKI

[•]
(hereinafter '**the Company**')

Hereinafter, the City and the Company will be referred to collectively as '**the Contracting Parties**' and separately as '**the Contracting Party**'.

2. Background of the agreement

[The phases and dates of the decision-making process by the City of Helsinki will be added here later.]

On [•], the Urban Environment Committee decided to hold a two-phase quality and concept competition regarding the development, planning, construction and implementation of Makasiiniranta at the South Harbour (hereinafter '**the Competition**').

The call for competition entries and the competition programme were published on [•].

On [•], the City Board decided to choose the Company as the Competition's winner and grant the Company a development reservation to the area covered by the Competition until [•].

In accordance with the development reservation, the Contracting Parties have drawn up this Implementation Agreement through negotiations, and the City's competent body decided upon its approval and signing on [•]. The decision came into force on [•].

3. Purpose of the agreement and the terminology used

3.1. Purpose of the agreement

The purpose of this agreement is to lay down the terms and main principles according to which the Company will be responsible for the devel-

opment, planning, new construction and implementation of Makasi-iniranta at the South Harbour and for seeing it through to a serviceable condition approved by the City and the relevant authorities.

Another purpose of this agreement is to lay down the terms regarding the leasing of the Plots planned in the Agreement Area and the right to purchase them in order for the Agreement Area to be implemented.

3.2. The terminology used

The terminology used in this Agreement refers to the following terms:

‘Agreement Area’ refers to the agreement area subject to this Agreement, as defined in Appendix [●].

‘Plot [●]’ *[to be specified based on the competition entry].*

‘Plots’ collectively refer to the plots planned in the Agreement Area.

‘New Construction/New Buildings’ refer to all new construction to be implemented in the Agreement Area in accordance with this Implementation Agreement and as presented in Appendix 1.

‘Implementation Agreement and Agreement’ refer to this Agreement and its appendices, signed between the Company and the City.

‘Buildings’ refer to the existing buildings in the Agreement Area.

‘Public Areas’ refer to the public areas to be implemented in the Agreement Area.

‘Storehouse building’ refers to the storehouse building located in the Agreement Area.

[To be added in conjunction with the negotiations regarding the Implementation Agreement.]

For the sake of clarity, the definitions mentioned above may be uppercased or lowercased in this Agreement.

4. Implementation of the New Construction by the Company

4.1. Main obligation

Pursuant to this Agreement, the Company is responsible for planning, developing, constructing, implementing and connecting the New Buildings to be implemented in the Agreement Area to their surrounding street and other structures and seeing these processes through to completion approximately in accordance with the competition entry attached as Appendix 1.

The approximate nature of the implementation is defined in section 7.1 (Approval of plans).

Additionally, the Company must, at its own expense, ensure that the City’s requirements are met in the planning, construction and implementation of the New Construction as set out in this Implementation Agreement.

The Company is obligated, at its own expense, to prepare the easement and/or joint arrangement agreements required for the implementation of the New Construction, as well as the Public Areas and the maintenance and access routes related to them, and possible changes to these agreements in the manner stated later in this Implementation Agreement.

In the event of contradiction between this Implementation Agreement's text and any of the explanatory texts, schedules or similar sections of the competition entry attached as Appendix 1, the Implementation Agreement's text will prevail with regard to the contradiction.

In the event of contradiction between different sections of the materials of the Company in Appendix 1, the part of the materials to prevail with regard to the contradiction is the part that best corresponds to the Agreement's purpose and the agreement as a whole, taking into account any clear mistakes that may have happened during the preparation of the different parts of the materials, different levels of precision between parts, and different purposes of use.

The Company is considered to have fulfilled a particular obligation under its responsibility, as laid down in this Implementation Agreement, if, in place of the Company, the obligation is fulfilled according to this Agreement by a property company and/or housing company established to manage the implementation area in question, and any permanent and/or long-term permanent rights and obligations agreed upon in this Agreement for the period following the fulfilment of the obligation are secured with the easement and/or joint arrangement agreements mentioned in section 9. Notwithstanding the implementation method mentioned above, however, the Company and the implementer are jointly responsible to the City for any payments, damages, compensation, errors, delay penalties and contract penalties that are related to the obligation's fulfilment and based on the implementation period.

4.2. New Construction

4.2.1. New Construction to be implemented

The Company will implement the New Construction described in Appendix 1 in compliance with the quality level mentioned therein. The New Buildings will be under the Company's ownership.

The most important parts of the New Construction are as follows:

[To be added based on the competition entry.]

The scopes (m²/m² floor area) of the parts of New Construction mentioned above are mentioned in section 8.3.

The New Construction and the planning and implementation requirements pertaining to it are defined in more detail later in this Agreement and its Appendix 1.

4.2.2. Plans concerning the New Construction and their approval

The Company is responsible for planning the New Construction defined above in section 4.1 at its own expense on an overall responsibility basis.

The Company will prepare the building permit and other implementation plans necessary for the implementation of the New Construction. These plans include all technical plans as well as the plans for traffic and temporary arrangements during construction, for example.

The Company must submit the building permit plans for the New Construction, as well as possible changes to them, to the City for approval prior to the processing of the plans by the building permit authorities and the launch of construction.

The Company must also obtain the City's approval for the New Construction implementation plans important for this agreement as a whole prior to construction being launched and thereafter for possible changes to the plans. Important New Construction implementation plans include plans that may obstruct, damage, hinder or otherwise significantly affect existing streets or other public areas as well as the Public Areas to be implemented.

The approval procedure is laid down in more detail later in section 7.1.

The Company will draw up and document all the plans electronically.

The provisions concerning the designers of the New Buildings and their approval are laid down in section 4.2.2.3.

4.2.2.1. Principles concerning planning and implementation

Unless otherwise stated or indicated in this Implementation Agreement or its appendices, the following principles will be followed in the complementary and detailed building permit and implementation planning and implementation of the New Construction following the signing of this Agreement:

The New Buildings will form a very high-quality and functionally cohesive entity in terms of the cityscape, supporting the vitality of the centre area as a comfortable, public space. They will form a centre-like entity that will be a close part of the urban structure.

The overall entity described in the implementation plan in Appendix 1 meets the requirements mentioned above, with consideration to the plan's level and level of precision.

The level of further planning and implementation must approximately correspond to the level presented in the plan. The level presented in the plan may not be lowered or worsened in further planning and implementation.

The facade materials of the New Buildings are presented in Appendix 1.

The New Buildings' lifecycle will be long and sustainable in nature.

The street- and square-level premises of the New Buildings will include services, shops or similar premises that are public in nature. Their purpose will be to provide services to the residents of the surrounding area, those working in the area and travellers.

4.2.2.2. Initial data

The City has made the initial data for the planning of the quality and concept competition available to the Company in a project bank organised by the City.

It is particularly stressed that the City is not responsible for the accuracy of any old plans and images provided to the Company during the competition regarding existing buildings, premises and other structures; the Company must check these plans and images, as well as other initial and research data on the environment, separately for the purpose of planning and implementation.

The Company is obligated to notify the City of any material errors and contradictions it notices in the initial and other data without undue delay.

The Company has familiarised itself with the maps of the underground cables and pipes in the area.

The provisions regarding soil contamination on the Plots are laid down in section 4.4.3.3.

The Company will commission all the necessary surveys for the planning and implementation of the New Construction at its own expense.

4.2.2.3. Project management, designers and inspectors

Prior to signing this Implementation Agreement, the Company has appointed the following persons for the planning and implementation of the project:

- the chief designer responsible for designing the New Buildings; and
- the responsible designers for specialised technical fields (such as a landscape designer, structural engineer and traffic planning officer).

Each chief designer and responsible designer for a specialised technical field must have sufficient training and the qualifications required for the position as well as sufficient experience in designing demanding construction projects.

At its own expense, the Company has also appointed an inspector with regard to the base and foundation structures. This person is independent of the foundation engineer and has sufficient experience in designing demanding construction projects.

If any of the aforementioned designers and experts are replaced in the middle of the design and planning process, the City's approval must be obtained for the replacement in advance. The City may not reject replacements of designers and experts without a justified reason.

4.2.2.4. **Maintenance connections serving the Agreement Area**

The Company is, at its own expense, obligated to plan and build the plot connections, as well as maintenance traffic and pick-up and drop-off traffic, that will serve the Plots to be implemented in the Agreement Area as part of the New Construction in accordance with Appendix 1.

In the easement agreement concerning maintenance connections, the Plots in the Agreement Area will be entitled and obligated to, permanently and without compensation, implement, keep, use, maintain, renovate and construct areas serving the maintenance traffic and pick-up and drop-off traffic mentioned above. Section 9 later in this Agreement provides for in more detail the establishment of an easement agreement in conjunction with the signing of plot lease agreements. A separate siting permit must also be sought for the structure.

4.2.2.5. **Implementation of an architecture and design museum in the Agreement Area**

The plan is to build an internationally prominent architecture and design museum ('the **Museum**') with a net area of approximately 9,000 m² in the Agreement Area. The construction and use of the Agreement Area may not obstruct, hinder or impede the museum's implementation.

The Company undertakes to ensure that the Museum can be connected to any underground maintenance services that may be implemented in the Agreement Area. The Company undertakes to size the underground maintenance connection that may be implemented in the Agreement Area in such a way that it enables the heavy vehicle traffic required by the Museum, which is estimated to comprise simultaneous operation of two semi-trailers and a loading dock area that enables the simultaneous operation of three semi-trailers. The Company undertakes to ensure that the transport connections and loading dock area required by the Museum can be isolated from other traffic serving the Agreement Area.

The division of the costs of the implementation and use of the underground transport connections and facilities serving the Plots between the Museum and other users will be negotiated and agreed upon separately in order to achieve a fair cost division. The division of implementation costs will be based on the prime cost principle in such a way that the division of costs between projects that use shared transport connections and facilities corresponds to the relationship between the building rights, unless otherwise justified by the cost causation principle, for example.

The costs of shared transport connections and facilities during use will be divided based on usage volumes (e.g. mileage), unless otherwise justified by the cost causation principle or there is a need for some other grounds of division in order to achieve a fair outcome. If the parties cannot reach an agreement on the above matters, the City will request the opinion of an external impartial expert, on the basis of which the City, as the party allocating the plots, will decide on the distribution of costs.

The Company is obligated to draw up the easement, joint arrangement and other agreements required for the implementation and use of the New Buildings and the Museum according to section 9.

4.3. Cables, pipes, sewers, transformer substations, distribution cabinets and other municipal infrastructure or similar equipment

The City is entitled to place cables, pipes, sewers, equipment or other similar municipal infrastructure, such as distribution cabinets, transformer substations or traffic control equipment, in private sections designated in the Agreement Area. The City is also entitled to place, keep, use and maintain the aforementioned structures near the underground transport connections implemented by the Company in such a way that they do not hinder or disrupt the use of the connections in question.

4.4. The City's implementation obligation

4.4.1. Preconstruction

The Parties are aware that, prior to the launch of the New Construction, preconstruction measures must be carried out in the Agreement Area to ensure that the area is ready for construction. The City is responsible for making the Agreement Area ready for construction at its own expense, including demolishing the buildings set to be demolished in the Agreement Area, relocating cables and pipes, and renewing the shoreline structures, for example.

The Company is aware and accepts that it will not be able to carry out measures related to the New Construction in the Agreement Area while preconstruction measures are being carried out in the Agreement Area. The Company is obligated to confirm with the City that the Agreement Area is ready for construction well before launching construction.

4.4.2. Public Areas

The City is responsible, at its own expense, for planning and constructing the Public Areas to be implemented in the Agreement Area according to the detailed plan revision. The implementation of the Public Areas under the City's implementation responsibility, as well as their schedule, are decided upon by the City's competent body after the detailed plan comes into force.

4.5. Implementation of the New Construction

4.5.1. Reconciliation

The Parties are aware and accept that the performance and schedule of the construction measures under their implementation responsibility are affected by the construction measures under the other Party's responsibility. The Parties undertake to reconcile and coordinate the implementation of the New Construction and Public Areas in the Agreement Area in such a way that no undue inconvenience or disruption is caused to the implementation under one Party's responsibility by the measures under the other Party's responsibility pursuant to this Agreement.

4.5.2. Planning the New Construction

If it wishes, the Company may, at its own expense and risk, plan the New Construction covered by this Agreement during the time between the effective dates of this Implementation Agreement and the detailed plan revision mentioned above in order to speed up the launch of the New Construction project.

The Company is obligated to launch the official procedures necessary for the implementation of the New Construction immediately after the detailed plan revision enabling the new construction covered by this Implementation Agreement comes into force. The Company is obligated to prepare plans in the manner required by the implementation schedule mentioned later in section 5.

Before the leasing of the Plots mentioned later in section 8.2, the Company is obligated to advance the building permit and implementation planning process to the point at which sufficiently high-level drawings corresponding to the implementation become available for indicating the content and physical boundaries of the easement in the easement, joint arrangement and lease agreements that are mentioned in section 9 and signed simultaneously with the plot lease agreement.

The provisions regarding applications for building permits are laid down later in section 4.5.4.1.

4.5.3. Preliminary inspections, measurements during work, and follow-up monitoring

Prior to launching the New Construction, the Company is obligated to conduct a normal environmental risk assessment, in conjunction with which the Company must conduct a survey of soil and rock behaviour, taking into account flood protection and the bearing capacity limits of underground facilities in particular. The Company must conduct sufficient inspections, monitoring measurements and other measures required for risk assessment.

The Company is obligated to obtain the City's approval for the monitoring measurements, their durations as well as the inspections and the party performing them. However, this approval cannot be refused without a compelling reason. The Company is responsible for entering the measurement results into the City's database to the extent agreed upon before the measurements are carried out.

After the completion of the new construction, the Company is obligated to hand over the measurement points used during work to the City, which will be responsible for long-term monitoring from there onwards and saving the measurement results in the City's database. The City is obligated to notify the company if any changes requiring measures have taken place.

4.5.4. Applying for building and other permits

4.5.4.1. Applying for building permits

The Company is obligated, at its own expense, to apply for building permits and any other permits that may be required for the implementation in the manner required for the implementation of the New Construction.

The Company has the right to apply for the building permit(s) required for the implementation of the New Construction based on this Agreement during the time period between the effective date of the detailed plan revision within the meaning of this Agreement and the signing of the plot lease agreement referred to later in section 8.2.

The Company is obligated to apply for the building permit required by the project's implementation for at least the first building section no later than within six (6) months of the signing of the plot lease agreement referred to in section 8.2 in order to receive the permit with the required sufficient building permit drawings.

Applying for a building permit does not solely refer to the permit required to carry out earthworks.

The Company must obtain the project group's approval for the building permit and implementation plans concerning the project and possible changes to them prior to the plans being processed by the authorities and the construction being launched in the manner stated in sections 4.2.2 and 7.1.

4.5.4.2. Applying for siting permits

The Company is obligated to apply to the City (Urban Environment Division, Services and Permits (Palu)) at its own expense for the necessary siting permits for the private structures to be constructed in the public areas due to the New Construction, regardless of possible easement and/or joint arrangement agreements drawn up for them.

4.5.4.3. Leasing areas as construction areas

The Company has the right to lease [*the areas to be leased will be agreed upon during the implementation agreement negotiations*] as a construction area to the extent necessary for the implementation of the New Construction in each case and at the City's normal price for a construction site.

Leasing follows the normal construction site leasing terms of the City as well as project-specific additional terms.

Possible temporary leasing of street areas as construction sites must be agreed upon separately (Urban Environment Division, Services and Permits (Palu)), taking into account the requirements and needs of the surrounding traffic and transport.

4.5.5. Starting construction work prior to a land lease agreement

The Company is not entitled to start the construction measures concerning the project prior to the detailed plan revision coming into force and

the lease agreements concerning the Plots, within the meaning of section 8.2, being signed.

4.5.6. Earthworks and excavation work

The Company will appoint a person to be in charge of foundation engineering, excavation and foundation work for the duration of this work. This person must have sufficient experience in demanding foundation and rock engineering work carried out in an urban area.

The City's approval for the person in charge must be obtained in advance.

Prior to earthworks and excavation work being started and during their execution, the Company is obligated to conduct an environmental risk assessment and the inspections and monitoring measurements required for it according to section 4.5.3, taking underground facilities in particular into account.

All work related to construction must be performed in such a way as to cause no harm or damage to the Public Areas or properties surrounding the New Construction site.

The Company will bear the excavation, transport and reception fees for soil removed from the Plots and public areas during the new construction, with the exception of the costs of contaminated soil, which are agreed upon later in section 4.5.8.

4.5.7. Restoration of shoreline and base structures

Land use in the Agreement Area will require significant restoration of the shoreline and base structures. The shoreline structures in the area will be renovated, and these structures will also be used to ensure area stability. Due to the clay under the mixed filler material and the raising of the level of the area, it is necessary to take care of area stability. The planning of structural solutions will be elaborated on as the land use solution becomes more specific. The City is responsible for renewing the shoreline structures and bears the related costs in conjunction with preconstruction within the meaning of section 4.4.1.

4.5.8. Soil contamination

[Based on the information available to it, the City declares that the Plots have not previously housed operations that may have caused the soil or groundwater to become contaminated. / Based on the information available to it, the City declares that the soil on the Plots is partly contaminated.]¹

[If a need for soil decontamination arises on the Plots, the Company is obligated to immediately contact the City (Land Property Development and Plots).] The City will compensate the Company or the lessees of each Plot for any extra costs incurred from soil decontamination compared to the normal costs of earthworks if the measures and costs to be

To be specified when the soil investigations are completed.

compensated have been agreed upon with the City prior to the measures being undertaken. For the sake of clarity, measures or costs arising from concentrations of harmful substances that fall below the lower guideline value are not considered to be soil decontamination within the meaning of this section. The City is not liable to the Company or lessee for any delays caused by soil decontamination or any damages, inconveniences or costs that such delays may cause to the project of the Company or lessee.

The aforementioned liability of the City for contaminated soil is valid for each building section until the New Construction is approved by an authority for placement into service for the first time but for no longer than five (5) years from the signing of the plot lease agreement. After this, the contamination and the costs arising from it will be the responsibility of the lessee.

4.5.9. Construction waste and old structures

The Company is, at its own expense, responsible for removing and disposing of any old structures and construction waste that may be found on the Plots in conjunction with the New Construction according to current standards.

4.5.10. The Company's actions and oversight during implementation

The Company will appoint a project director, who will be responsible for implementing the New Construction, and provide them with a sufficiently broad and efficient project organisation for the performance of the project director's duties.

The project director must have sufficient training and extensive and diverse experience in demanding and complex construction projects. The City's approval must be obtained in advance for the project director.

The City's approval must also be obtained in advance for the project organisation and its key persons.

The Company is responsible for reserving a sufficient number of skilled workers to manage and oversee the construction site, with consideration to the demanding nature of the project. The key responsible persons for the construction site must have experience in managing demanding construction sites. The City's approval must be obtained in advance for the responsible persons.

The City must approve the proposed persons without undue delay, and it may not refuse to give its approval without a justified reason.

The Company is responsible for ensuring that the construction work is carried out in compliance with the Act on the Contractor's Obligations and Liability when Work is Contracted Out and the action plan for tackling the grey economy and economic crime.

The preliminary New Construction implementation programme prepared by the Company and the phases of the programme are presented in Ap-

pendix 1. The tentative implementation schedule includes the main implementation principles, based on which the Company will prepare the implementation programme prior to starting construction. The Company will keep the implementation programme continuously up to date. Approval must be obtained from the City for the implementation programme and material changes to it.

The Company is obligated to comply with a sufficiently comprehensive quality system in the implementation. Additionally, the Company is obligated to comply with the quality control plan related to the implementation programme. The plan also defines quality assurance for all designers and contractors.

The Company is obligated to monitor the implementation of quality assurance by its own organisation and the organisations of its contracting partners.

The Company will ensure that monitoring is arranged for the capability and work performance of the management of its designers and contractors, in compliance with good building practice. Special attention must be paid to the timeliness of work phases and the quality of work performances.

The Company will ensure that monitoring has been arranged for its work performances, the competence of its designers, and the acceptability of its procurements and the planning and construction phases of its contractors in compliance with good, professional building practice in order for the quality required by the Implementation Agreement to be achieved in all respects.

The Company is responsible for conducting the official inspections under its implementation responsibility and all statutory inspections at its own expense. The Company is also responsible for ensuring at its own expense that all the official and other inspections pursuant to the agreements under its implementation responsibility and other such inspections required by the progress of the work and appropriate monitoring are conducted.

4.5.11. General construction site obligations

The Company is responsible for all construction site obligations related to the implementation of the New Construction.

As the party engaging in construction work, the Company is responsible for the safety of construction work and will appoint a competent responsible person and an occupational health and safety organisation to ensure occupational health and safety. The Company will also appoint a safety coordinator.

The Company is obligated to invest heavily in occupational safety. The aim is to prevent any occupational accidents leading to sick leave from taking place during construction. The City must be notified of occupational accidents. Every occupational accident must be analysed, and a

report must be prepared on how similar occupational accidents can be prevented in the future.

The Company is responsible for preparing work models of the most important building sections and giving work demonstrations of the most important work phases in the manner agreed upon separately in each case.

The Company is responsible for ensuring that construction site arrangements take into account the requirements set by the construction site's central location, the requirements set by traffic and the following requirements:

- The construction site must be fenced and delimited in such a way that the construction site looks neat in the cityscape in accordance with separate instructions provided by the building control authority.
- Where possible, the city residents will have the opportunity to watch the progress of the construction work from one or more places.
- There will be sufficient information boards about the project in the direction of the main access routes.
- Sufficient information must be communicated clearly about the access routes that will change due to the construction site.

5. Implementation period of the New Construction

5.1. Implementation of the New Construction

5.1.1. Implementation period

The Company is obligated to implement and see the New Construction mentioned in section 4.1 through to completion in full in accordance with the terms of this Implementation Agreement within [●] months from the signing of the plot lease agreements concerning the Plots (Total Implementation Period).

The construction period of the first building section is no more than [●] months from the signing of the plot lease agreement (interim target 1).

The construction period of the second building section is no more than [●] months from the signing of the plot lease agreement (interim target 2).

[To be added based on the competition entry.]

The aim is for the New Construction to take place uninterrupted and for the construction period to be as short as possible, with consideration to the negative effects caused by the New Construction to the environment, residents, people moving about the area and traffic.

Possible deviations from the implementation periods mentioned above are mentioned later in section 5.3.

5.1.2. Delay penalties for delays in implementation

In the event of a delay in the Total Implementation Period referred to above, the Company will pay the City a delay penalty for each working

day at a rate of €[●]/working day for the first three months, €2,000/working day for the next three months, €[●]/working day for six months after that and thereafter €[●]/working day.

In the event of a delay in the implementation period of Interim Target 1 referred to above, the Company will pay the City a delay penalty for each working day at a rate of €[●]/working day for the first three months, €[●]/working day for the next three months, €[●]/working day for six months after that and thereafter €[●]/working day.

In the event of a delay in the implementation period of Interim Target 2 referred to above, the Company will pay the City a delay penalty for each working day at a rate of €[●]/working day for the first three months, €[●]/working day for the next three months, €[●]/working day for six months after that and thereafter €[●]/working day.

[To be added based on the competition entry.]

Delay penalties charged based on the interim targets referred to above will not reduce the delay penalties charged based on the total implementation period.

A building will be considered to be complete when it has been seen through to the degree of completion within the meaning of section 71.4 of the General Conditions for Building Contracts (YSE 1998) in accordance with this agreement and the approved drawings, or when the building is deemed complete through inspections carried out by the contracting parties together.

A working day refers to a full day; the definition excludes Saturdays, Sundays and public holidays in the construction industry.

Notwithstanding payment of the contract penalties mentioned above, the City has the right to require the Company to implement the New Construction pursuant to this Agreement and see it through to completion according to the terms of this Agreement.

5.2. Deviation from the implementation schedule

If a delay is caused by the processing of the building permit required by the implementation of the New Construction approximately according to Appendix 1; other processing or decision by the authorities or an appeal procedure related to them; slow progress of the process of the City approving a plan within the meaning of section 4.2.2 or 7.1 or a change to such a plan or erroneous refusal thereof; a material discrepancy in the initial data referred to in section 4.2.2.2; soil decontamination within the meaning of section 4.5.8; or construction waste or old structures in the soil within the meaning of section 4.5.9, and this delay prevents the company from carrying out its work according to the schedule agreed upon, or the project is delayed by a force majeure within the meaning of section 20 of YSE 1998 or by another cause outside the company's control and this delay is not minor, the Company is entitled to an extension corresponding to the delay to the deadlines mentioned in section 5.1.

If any additions and/or changes to the implementation of the New Construction described in Appendix 1 are agreed upon at the initiative of an authority or otherwise by mutual agreement, and this addition and/or change affects the deadline agreed upon above in section 5.1, the Company is entitled, on account of the change, to an extension to the deadline as agreed upon separately.

5.3. Postponement of the New Construction work

The purpose of this Implementation Agreement is for the New Construction to be seen through to completion uninterrupted according to the implementation period agreed upon above in section 5.1.

For a justified reason, however, the City may permit the Company to postpone the new construction work on one or more building sections of the New Construction by one (1) year at a time.

Upon written request by the Company, the City is obligated to give the Company the aforementioned permission to postpone the start of the New Construction work if the general economic situation, financial market situation or other economic conditions such as a very exceptional increase in construction costs or the implementation conditions for private sections are, according to the general understanding of the real estate and construction industry or the office, business premises or hotel market, so poor during the construction period referred to in this agreement that the economic conditions for constructing the office, business or hotel premises do not exist, as it is improbable for investors, financiers, buyers and/or lessees to be obtained for them under normal terms acceptable for business.

The Company's request must include comprehensive justifications and reports for each building section, along with the expert statements required, as well as an assessment of the effect of the interruption on the implementation periods of the phases of the New Construction in the Agreement Area.

The interruption must be carried out in a manner separately agreed upon with the City. In conjunction with an interruption, the unfinished construction phases must always be seen through to completion in such a way as to cause no hazard or harm to the environment, traffic or the other properties in the area.

The interruption period mentioned above is not taken into account in the calculation of the implementation periods referred to in section 5.1.

For the sake of clarity, in the event of the work being interrupted, the City is entitled neither to terminate this Implementation Agreement nor to compensation or a contract penalty on account of the delay caused by the work being interrupted.

6. The Company's obligations regarding funding, securities and insurance

6.1. Funding the New Construction

The Company is responsible for arranging funding for the New Construction during construction. Prior to the plot lease agreements being signed, the Company will present the City with a realistic plan on funding the New Construction.

6.2. Securities

The Company is responsible for ensuring that the City is, at the signing of this Implementation Agreement, provided with a security approved by the City to the amount of €[●] as a guarantee of the Company's compliance with the implementation and other terms that the Company is obligated by this Agreement to follow. The amount is also a security for possible damages and delay and contract penalties.

The security will be valid for six (6) months past the date when the New Construction in the Agreement Area is completed in full and approved for placement into service in the manner agreed upon in this agreement.

6.3. Insurance

The Company is responsible for taking out construction insurance on all construction work for the duration of the construction work. At every moment, the insurance must at least correspond to the current full value of the construction project, including value-added tax. The City must be presented with a certificate of validity for the insurance prior to work being started and during the work if required.

The Company is responsible for taking out liability insurance to the amount of €[●] for excavation, blasting and construction work related to the new construction to compensate the City and third parties for any personal injuries, damage to property and financial damage caused to them. The insurance must be valid throughout the construction work. The City must be presented with a certificate of validity for the insurance prior to work being started and during the work if required.

7. The City's actions

7.1. Contributing, participation, monitoring and approval of plans

The City undertakes to actively take action and contribute to the Company's ability to implement the New Construction in the Agreement Area according to this Implementation Agreement.

The City will establish a project group that will be in charge of monitoring the planning and implementation of the New Construction as well as cooperating with the company. The project group will coordinate cooperation, including permit procedures and other procedures pursuant to this agreement, and contribute to the realisation of this agreement's objective.

The project group will approve the plans agreed upon in this Implementation Agreement to require approval from the City, as well as changes to such plans, prior to processing by building permit authorities.

The City is obligated to approve the building permit plans and important implementation plans concerning the project, as well as changes thereto, if they approximately correspond to the main principles, main functions, total floor area, floor area types and architectural solutions of the New Construction presented in Appendix 1, as well as the principles agreed upon in this Implementation Agreement and the detailed plan revision approved based on this Agreement.

The Company must deliver the plans referred to in section 4.2.2 and any changes to them to the project group early enough in advance that it is reasonably possible to check and approve them according to the schedule mentioned below.

The City is obligated to process the plans in the manner agreed upon in this Agreement and approve them, provided that they comply with this agreement, without undue delay, with consideration to the scope of each delivery and the plans presented for inspection and, if construction work has started, with consideration to the progress of construction work in as undisturbed a manner as possible. The Company is obligated to deliver the materials to be presented for approval in each case well enough in advance that their inspection and approval is reasonably possible.

If the project group does not approve the plan or a change thereto, the project group must provide sufficiently detailed justifications for this rejection in writing.

The project director appointed by the Company will be the Company's primary contact person during the planning and implementation of the New Construction in the Agreement Area, unless otherwise agreed upon.

Representatives of the City will participate in planning and worksite meetings concerning the New Construction in the Agreement Area in a manner agreed upon separately.

The City has the right to monitor the implementation of the New Construction in the Agreement Area in all its phases.

This monitoring primarily concerns the urban structure and cityscape aspect of the implementation of the New Construction in the Agreement Area as well as the implementation of this agreement and compliance with obligations. The monitoring right does not apply to a building's rooms or the contents of apartments or business activity.

The cooperation and monitoring mentioned above do not, however, reduce the Company's responsibility under this Implementation Agreement. Nevertheless, the City must notify the Company without undue delay about any observations made during monitoring that require the Company to take action based on this agreement.

7.2. Decisions by the City regarding the implementation of the Agreement Area

The City will make the decisions regarding this Implementation Agreement in compliance with the general decision-making procedure and currently valid rules of procedure.

The City will seek to put the detailed plan revision referred to in this Implementation Agreement, which enables the implementation of the New Construction approximately as presented in Appendix 1, into force as quickly as possible in cooperation with the Company.

The aim is for the required detailed plan revision to come into force in [●].

7.3. The City's own work in the street areas surrounding the Plots

If, in addition to the implementation of the Public Areas, a need arises for the City to carry out measures related to the construction, repair or renewal of streets in the street areas bordering the Plots, the Contracting Parties will reconcile the worksites in such a way as to cause the least amount of disruption to the work of the Contracting Parties and allow the work to be successfully completed prior to the new buildings being put into service. If this is not possible, however, the aim is for the work to be carried out so that its disruptive effect on the use of the New Buildings is minimised upon the buildings' completion.

The Company's right to lease street areas on a temporary basis for the purpose of the new construction is laid down in section 4.5.4.3.

If the work mentioned above is undertaken, the City will carry out the work by itself and/or put out a tender for them as separate public procurements, unless otherwise agreed upon.

8. Leasing of the Plots, the right of purchase and sale of buildings

8.1. Precondition for a plot lease agreement

The Contracting Parties undertake to sign the plot lease agreements concerning the Plots required for the implementation of the New Construction in the Agreement Area within [●] months of the Agreement Area being confirmed as being ready for construction within the meaning of section 4.4.1. The City undertakes to actively share information about the progress of the preconstruction work so that the Company is actually able to start the New Construction work without delay once the Agreement Area is confirmed as being ready for construction. Plot lease agreements will be signed according to the draft included as Appendix [●] and the principles mentioned in sections 8.2–8.4

The Company is aware that, on the part of the City, signing a plot lease agreement requires the decisions made by the competent body and/or office holder regarding the leasing principles and leasing to have come into force.

8.2. Leasing of the Plots

Prior to the start of earthworks, the Plots will be handed over to the Company with a plot lease agreement for approximately 60 years.

Alternatively, the lessee may be the Company on behalf of one or more businesses that will be founded, one or more businesses founded by the Company, or one or more businesses belonging to the Company's group.

Each plot lease agreement will be signed according to the relevant parts of the terms presented in the draft agreement included as Appendix [●].

[The provisions regarding buildings handed over in conjunction with a plot lease agreement are laid down above in section 8.5.]

The easement and/or joint arrangement agreements mentioned in this agreement will be signed during the signing of the plot lease agreement in accordance with section 9 below.

8.3. Rental price of the Plots

The annual rent of each Plot is based on the number of square metres of floor area confirmed in the detailed plan according to the Plot's primary purpose of use, and the price approved by the City. The annual rent is 5% of the value calculated for the Plot in the manner presented above. The rent will be tied to the cost-of-living index.

The total annual rent calculated for the Plots is €[●], which will be tied to the cost-of-living index. Unless otherwise indicated below, the rent is divided by premises type as follows:

Premises type area	m ² floor area	€/m ² floor
Business premises	[●]	[●]
Office and other premises	[●]	[●]
Hotel premises	[●]	[●]

Total [●] m² floor area.

The unit prices of the building right mentioned above are presented at the level of the cost-of-living index score for the Agreement's signing date, i.e. [●], and they will be raised according to the change in the cost-of-living index score between the aforementioned date and the lease agreement's signing date. If the cost-of-living index score decreases, however, the unit prices presented will not be lowered.

If the aforementioned building rights are changed by the building right and/or its definition in the detailed plan revision that will come into force between the signing of this implementation agreement and the signing of the plot lease agreements, or if an error is detected in the building

rights in the plan presented in Appendix 1, or the Contracting Parties otherwise mutually decide to adjust the building rights to a limited extent based on further planning, with consideration to the provisions of this Agreement and its appendices, the aforementioned rent of the Plots will be adjusted by using the unit prices provided above. However, if the Company has a building permit when the plot lease agreement is signed, or if the City has already approved the plans prepared for the building permit based on this agreement, the plot lease agreement will be concluded with the building rights included in the aforementioned building permit or plans.

8.4. Right of purchase

Each plot lease agreement to be signed will incorporate the lessee's right to purchase the Plot. This right of purchase can be exercised at the earliest once the Company has fulfilled its obligations pursuant to this Agreement and the New Construction in the Agreement Area has been approved for placement into service in full in accordance with this Implementation Agreement.

The right of purchase will be valid for five years from the beginning of the lease period under the plot lease agreement.

The unit price of each building right in conformity with the main purpose of use is determined according to the principles mentioned above in section 8.3. Thus, when the right of purchase is exercised, the unit prices of the building right will be adjusted according to the change in the cost-of-living index score between the Implementation Agreement's signing date and the signing date of the deed of sale. When the cost-of-living index score decreases, however, the unit prices of the building right will not be lowered.

The purchase price of Plots must be paid during the signing of the deed.

Otherwise, the transaction will be concluded with the terms normally used by the City as well as the necessary project-specific additional terms.

8.5. Sale of buildings

[During the signing of this Agreement, a preliminary agreement will be signed regarding the sale of the buildings located in the Agreement Area. The decision on the possible sale of buildings in the Agreement Area is made by the Port of Helsinki for buildings under its ownership, while the decision to sell buildings under the City's ownership is made by the City's competent body.]

[To be specified based on whether or not the buildings will be incorporated into the concept presented by the winning proposal in a manner corresponding to the City's objectives.]

9. Easement, joint arrangement and other agreements related to the New Construction

The Company will draw up the permanent easement, joint arrangement and other agreements required to secure the implementation of the New Construction and Public Areas pursuant to this Implementation Agreement, as well as the permanent and long-term rights and obligations related to them, in addition to possible changes thereto as laid down in this agreement.

No compensation will be charged for easement and similar rights unless specifically otherwise agreed upon regarding a particular matter in this Agreement. Easements and joint arrangements must be implemented in such a way as to cause the least possible inconvenience to the burdened party.

If it is stated above that a right or obligation will be implemented through an easement agreement, it may also be implemented through a joint arrangement agreement.

In so far as this is concerned, the Company is obligated to submit the easement agreements to the project group for inspection and approval early enough for them to be signed during the signing of the plot lease agreement referred to in section 8.2, and possible required changes must be submitted prior to the new buildings implemented on the Plots in the Agreement Area being put into service.

The City will assist the Company actively in the preparation of agreements and changes to them in so far as they concern the City. The City undertakes to assist in ensuring that the arrangements referred to in this Implementation Agreement and the easement agreements, as well as permanent and long-term rights and obligations, will be arranged in an appropriate, equal and legally sustainable manner.

The agreements will be signed by the City and the Company on behalf of real estate, parking or other similar businesses that will be founded and that will own a Plot or Plots, or they may be signed by existing businesses that will purchase Plots. They will be signed in conjunction with the signing of the plot lease agreement referred to in section 8.1.

The agreements will be incorporated into the plot lease agreement, but they can be registered if a lessee has exercised the right of purchase referred to in section 8.4. The Company will bear the costs incurred from the registration of easements.

Easement and joint arrangement agreements will incorporate a condition according to which the Contracting Parties and possible later holders and receiving parties of the Plots are obligated to make changes, additions and clarifications to the agreements as required by the implementation and use of the Agreement Area in accordance with its purpose of use.

For the sake of clarity, the City has the right to install mountings, cables and similar equipment related to street lighting and the power supply to trams on the external walls of new buildings without compensation, based on currently valid legislation. The Company must take the space

needed by these elements into account in the planning of the New Construction. Additionally, the City has the right, without compensation, to cancel an easement to Plots in so far as the Plots are in public use for the purpose of transport connections, for example.

10. Communications and contributing

10.1. Communications

The City and the Company will take care of communicating information about the implementation of the Agreement Area in cooperation with each other. After the signing of this agreement, the Company and the City may establish a joint communications team to coordinate communications activities if needed. If necessary, the team will also include persons in charge of the communications of public transport operators. The Company will appoint a chair for the team.

The Contracting Parties jointly declare that open, timely and active communication about the project and its progress through a wide range of communications channels is necessary and contributes to the project's implementation. Together, the Contracting Parties will seek to establish a positive public image for the project. The Contracting Parties will arrange a joint communications room/wall near the construction site area if necessary.

The Company is responsible for communicating about the different parts of the New Construction, while the City will be in charge of communicating about the Public Areas. The Contracting Parties must take care of informing the public and neighbours moving about the surroundings of the Agreement Area.

The Company will appoint a person who will be in charge of joint communications.

Helsinki City Transport will be in charge of project communications in so far as public transport arrangements are concerned.

10.2. Contributing

The Contracting Parties undertake to actively contribute to the implementation of the New Construction and Public Areas covered by this Implementation Agreement, taking the terms agreed upon in this Agreement into account.

The City's contributions are provided separately above in section 7.1.

11. The Agreement's entry into force, validity and termination

11.1. Signing the Agreement and the Agreement's entry into force

This Implementation Agreement will come into force from the moment of its signing.

11.2. Validity of the agreement

This Implementation Agreement will remain valid until the Contracting Parties have fulfilled all their obligations as agreed upon in this Agreement and until the easements, joint arrangements and other long-term contractual arrangements agreed upon in this Agreement have been agreed upon in accordance with section 9 above.

11.3. Premature termination of the Agreement

If this Implementation Agreement is terminated based on one of the grounds laid down in section 11.3.1, the party terminating the Agreement will not be entitled to request the Agreement's termination based on the other subsections or request the consequences mentioned in them, such as penalties.

11.3.1. Termination of the Agreement prior to the signing of plot lease agreements

11.3.1.1. Neglecting to sign a plot lease agreement

The City has the right to terminate this Implementation Agreement with immediate effect if the Company or a business owned by it or belonging to the same group does not sign a plot lease agreement, within the meaning of section 8.2 above, regarding Plots in the manner agreed upon in this Agreement and if it still fails to do so within 30 days of receiving a written notice threatening termination of the Agreement.

If the City terminates the Agreement based on this section 11.3.1.1, the Company is obligated to pay the City €[●] as a contract penalty, the payment of which is guaranteed by the security provided by the Company according to section 6.2.

The City is not entitled to another compensation or contract penalty on top of this.

For the sake of clarity, the termination referred to in this section is not subject to section 12 or other possible terms of the Agreement concerning penalties or liability for damages.

11.3.1.2. The detailed plan revision will not allow the Implementation Agreement to be followed

If, after coming into force, the detailed plan revision decided upon by the Helsinki City Council does not make it possible to implement a plan that approximately corresponds to the plan in Appendix 1 and is pursuant to this Agreement, the Contracting Parties will, through active negotiations, seek to find a solution for the implementation of the Agreement Area within the framework of the detailed plan revision in force at the time. If a solution cannot be reached through negotiations within six (6) months, the Company and the City each have the right to terminate this Implementation Agreement in writing, with immediate effect.

The Company will have no claims against or receivables from the City based on this Agreement.²

The City will have no claims against or receivables from the Company based on this Agreement.

Also for the sake of clarity, the termination referred to in this section is not subject to section 12 or other possible terms of the Agreement concerning penalties or liability for damages.

11.3.1.3. Failure to put a detailed plan revision into effect

The Company has the right to terminate this Implementation Agreement in writing, with immediate effect, if a detailed plan revision enabling implementation pursuant to this Agreement is not successfully put into effect within [●] months of the signing of the Agreement.

If the aforementioned detailed plan revision is not successfully put into effect within [●] months of the signing of this Implementation Agreement, this Agreement will end without separate action by the Contracting Parties, unless otherwise agreed upon.

In both cases, the other agreements mentioned in and signed based on this Agreement will end at the same time without separate action.

The Company will have no claims against or receivables from the City based on this Agreement.

The City will have no claims against or receivables from the Company based on this Agreement.

Also for the sake of clarity, the termination referred to in this section is not subject to section 12 or other possible terms of the Agreement concerning penalties or liability for damages.

11.3.1.4. Weakening of the Company's financial position

Unless otherwise indicated by currently valid legislation, the City is entitled to terminate this Agreement in writing, with the effective date being within 60 days of the notice of termination, if the Company becomes insolvent, undergoes debt restructuring, becomes bankrupt or, due to a merger, separation, company reorganisation or other reason, ends up in a situation in which it is clear that the Company is unable to fulfil a performance, implementation or other obligation agreed upon in this Agreement. However, the Agreement will not be terminated if, by the deadline of the period of notice, the Company submits for approval an arrangement that allows the Company's performance obligation to be fulfilled and that can be reasonably approved. In this case, the City has the right to require an external security to be provided to guarantee the fulfilment of the obligations.

² Internal comment: In this situation, do we want to compensate the company for the costs of planning?

Upon the Agreement's termination, the other agreements mentioned in and signed based on this Agreement will end at the same time without separate action.

If the City terminates the Agreement based on this section, the Company is obligated to pay the City €[●] as a contract penalty, the payment of which is guaranteed by the security provided by the Company according to section 6.2.

The City is not entitled to another compensation or contract penalty on top of this.

For the sake of clarity, the termination referred to in this section is not subject to section 12 or other possible terms of the Agreement concerning penalties or liability for damages.

11.3.2. Termination of the Agreement after signing a plot lease agreement

11.3.2.1. Material breach of the Agreement

The City has the right to terminate this Implementation Agreement with immediate effect if the Company clearly or materially breaches this Agreement, with consideration to the overall agreement, and, despite a written notice threatening termination of the Agreement, fails to rectify the breach within a reasonable amount of time that is no less than 60 days, with consideration to the time required to rectify the breach.

However, the easement, joint arrangement and other contractual arrangements referred to in section 9 above will remain in force despite the termination of the Implementation Agreement.

In the case mentioned above, the Company will pay the City €[●] as a contract penalty, the payment of which is guaranteed by the security provided by the Company pursuant to section 6.2.

For the sake of clarity, the termination referred to in this section is not subject to section 12 below.

12. Contract penalty

If the Company clearly or materially breaches either a term of this Implementation Agreement or an easement or joint arrangement agreement signed based on it, with consideration to the overall agreement, and, despite a written notice from the City that threatens termination of the Agreement and identifies the breach of agreement, fails to rectify the breach within a reasonable amount of time that is no less than 60 days, with consideration to the time required to rectify the breach, the Company is obligated to pay the City a maximum of €[●] as a contract penalty in each case.

The payment of the contract penalty is guaranteed by the security provided by the Company pursuant to section 6.2.

However, the contract penalty mentioned above does not apply to the cases mentioned in sections 5.1.2 and 11.3 above.

Notwithstanding payment of the aforementioned contract penalty, the City is entitled to require compliance with the terms of this Implementation Agreement and the easement and joint arrangement agreements concluded based on it.

If the Company has previously been forced to pay a contract penalty for a breach based on this section and the agreement is thereafter terminated for the same reason based on section 11.3 above, the contract penalty charged on account of the termination is reduced by an amount corresponding to the previously paid contract penalty.

13. Amendment of the Agreement

This Agreement may only be amended in writing, and the amendments must be confirmed in writing by both Contracting Parties.

14. Transferring the Agreement and its rights and obligations

The Company is not entitled to transfer this Agreement or parts thereof without prior written consent from the City.

15. Applicable law and settlement of disputes

This agreement is governed by Finnish law.

Possible disputes arising from this Agreement will primarily be settled through negotiations between the contracting parties.

If a settlement cannot be reached through mutual negotiations, the contracting parties may mutually agree to request a statement on the issue from an external, independent expert/mediator. However, such a statement will not be binding on the Contracting Parties.

Any disagreements and disputes arising from this Agreement will primarily be settled by Helsinki District Court as a court of first instance.

16. Signing the agreement

Two (2) identical copies of this Agreement have been drawn up, one for each Contracting Party.

[signatures on the next page]

Helsinki

[Company]

[•]

City of Helsinki

[•]

APPENDICES

Appendix 1	Competition entry [<i>date</i>]
Appendix 2	Draft plot lease agreement
Appendix 3	Preliminary agreement regarding buildings