

DATED 5th April 2022

THE COUNCIL OF THE CITY OF MANCHESTER

-and-

LANDCARE (EAST MANCHESTER) LTD

-and-

~~ENGINE~~ ^{EQUANS} SERVICES LIMITED *fm*

DEED OF VARIATION

relating to a Section 106 Agreement dated 10
November 2020 at Land at Coleshill Street,
Miles Platting, Manchester, M40 8HH and made
pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)

THIS DEED is made the 5th day of April 2022

BETWEEN

- 1 **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- 2 **LANDCARE (EAST MANCHESTER) LTD** (incorporated in England with company number 09277141) whose registered office is at One St Peter's Square, Manchester, M2 3DE ("**Owner**"), and
- 3 **ENGIE SERVICES LIMITED** (incorporated in England with company number 00598379) whose registered office is at Shard Services Centre Q3 Office, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8EX ("**Mortgagee**"),

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable
- B The Owner is the freehold owner of part of the Site registered at the Land Registry under title numbers GM639361 and GM899349 and the leasehold owner of part of the Site registered at the Land Registry under title number GM654337
- C On 10 November 2020 the Owner entered into the Original Agreement The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted
- D The Mortgagee has a registered charge dated 20 May 2019 affecting title numbers GM639361, GM654337 and GM899349
- E On 11 October 2021, the Owner and the Mortgagee submitted the MMA Application to the Council
- F The Council has resolved to grant the MMA Permission subject to the prior completion of this Deed
- G The parties hereto have agreed to vary the terms of the Original Agreement in the manner set out herein
- H This Deed is made under section 106A of the Act and is supplemental to the Original Agreement

1. DEFINITIONS AND INTERPRETATIONS

1.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed unless explicitly stated otherwise

1.2 For the purposes of this Deed the following expressions shall have the following meanings

“Deed” means this deed of variation entered into to vary the Original Agreement,

“MMA Application” means the planning application submitted under Section 73 of the Act to the Council and given reference 131895/JO/2021 for the removal of condition 44 (affordable housing) attached to the Original Planning Permission,

“MMA Development” means the development set out in the Planning Permission as amended by the removal of condition 44 (affordable housing) attached to the Planning Permission,

“MMA Permission” means the planning permission to be granted pursuant to the MMA Application,

“Original Agreement” means the agreement dated 10 November 2020 and made between the Council (1), Landcare (East Manchester) Ltd (2) and Engie Services Limited (3),

“Original Application” means the planning application submitted to the Council and given reference 125596/FO/2019 for full planning permission for housing-led mixed use redevelopment comprising a maximum of 410 new dwellings (Class C3) and comprising Class E (maximum floorspace 744 sq m GIA in total), recreation open space and landscaping and associated access off Hulme Hall Lane, Varley Street and Iron Street, infrastructure provision and car parking,

“Original Planning Permission” means the planning permission dated 10 November 2020 and granted pursuant to the Original Application,

2. OPERATIVE PROVISIONS

2.1. The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 4 of this Deed

- 2.2 Save as varied by this Deed the Original Agreement shall remain in full force and effect
- 2.3 If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired
- 2.4 This Deed is a local land charge and shall be registered as such. The Owner will, within 5 Working Days of the date of this Deed, apply to the Land Registry to register a copy of this Deed against title numbers GM639361, GM899349 and GM654337 and will provide the Council with a copy of the application. As soon as reasonably practicable following receipt, the Owner will supply the Council with copies of the updated registers of title
- 2.5 The provisions of this Deed shall take effect upon the grant of the MMA Application

3. STATUTORY BASIS

- 3.1 This Deed is made pursuant to the provisions of section 106 and section 106A of the Act and the covenants contained in this Deed are planning obligations for the purposes of those sections
- 3.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers

4. VARIATION TO THE ORIGINAL AGREEMENT

- 4.1 Delete the final sentence of Recital I of the Original Agreement on page 3 "However, the Owner has been able to agree to the provision of Affordable Housing with a Registered Provider which would deliver 28% on-site Affordable Housing in the manner set out in the Affordable Housing Statement"
- 4.2 Delete the following definitions from Clause 1.1 of the Original Agreement

4.2.1 **"Affordable Housing Statement"** a written statement detailing the provisions of the Affordable Housing Units in accordance with policy H8 in the form attached at Appendix 1 which has been approved by the Council detailing the following

- The agreed housing mix
- The location of the Affordable Housing Units,
- The proposed arrangements for the transfer of the Affordable Housing Units to a Registered Provider,
- Proposed arrangements to ensure that the provision of the Affordable Housing Units are affordable for both first and subsequent occupiers of the Affordable Housing Units, and

- The occupancy criteria used to determine the identity of the occupiers of the Affordable Housing Units;

4 2 2 **“Affordable Housing Unit(s)”** a Dwelling which shall be designated as Affordable Housing under the Affordable Housing Statement submitted by the Owner and approved by the Council and in accordance with the Planning Permission,

4 2 3 **“Open Market Value”** the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion,

4 2 4 **“Protected Tenant”** any tenant who

(a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit

4 2 5 **“Rent to Buy”** a scheme which allows a tenant to rent an Affordable Housing Unit at 80% of market rent for a period of five (5) years following which it provides for an option to purchase outright at market value or buy an equity share in the Affordable Housing Unit with a portion of rent at 2 75% of unsold equity with an option to staircase in future years,

4 2 6 **“Shared Ownership Housing”** means Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms,

4 2 7 **“Shared Ownership Lease”** a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest Permitting staircasing up to 100% Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit,

4 2 8 **“Shared Ownership Terms”** means the terms of a disposal contained in model shared ownership leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 10% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted,

4 2 9 **“Shared Ownership Unit”** means a single Dwelling that is also Shared Ownership Housing,

4 2 10 **“Staircasing”** means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in the dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and “Staircase” shall be construed accordingly,

4 3 Insert the following new definition and make the following amendments to Clause 1 1 of the Original Agreement

4 3 1 **“MMA Application”** means the planning application submitted under Section 73 of the Act to the Council and given reference 131895/JO/2021 for the removal of condition 44 (affordable housing) attached to planning permission ref 125596/FO/2019,

4 4 The definition of **“Application”** within clause 1 1 of the Original Agreement shall be amended with the words “or the MMA Application” inserted at the end of the paragraph before the “,”

4 5 The following paragraph is added as a new clause 9 4 of the Original Agreement on page 12

“The covenants, obligations and restrictions contained in paragraphs 1, 2, 3, 4 and 5 of Schedule 2, Schedule 3 and Schedule 4 of this Agreement shall not be enforceable against

9 4 1 any Registered Provider acquiring an interest in the part of the site edged green on the attached plan ref 3547A-LEV-00-XX-DR-A-1220 Rev P3 or any part thereof and its successors in title and those deriving title through it or them, and

9 4 2 any mortgagee or charge (or any receiver) (including an administrative receiver) appointed by such mortgage or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the part of the site edged green on the attached plan ref 3547A-LEV-00-XX-DR-A-1220 Rev P3 or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or receiver ”

4 6 Delete Paragraph 6 of Schedule 2 of the Original Agreement on page 17

- 4 7 The following paragraph is added as a new Paragraph 6 in Schedule 2 of the Original Agreement at page 17

"The area shown to be excluded from the vegetation clearance works boundary on the attached plan 3547A-LEV-00-GF-DR-A-1075 rev P1 shall only be fenced off with the approval of the Council having regard to the Owner's programme for commencing the Development and any reasonable and proper health and safety requirements provided that the Council shall give their approval in circumstances where to not do so would delay the lawful commencement of the Development"

- 4 8 In Paragraph 3 of Schedule 3 of the Original Agreement on page 18 insert immediately before "within the Administrative Boundaries of Manchester and for no other purpose" the words "on sites other than the Site"

- 4 9 Delete Appendix 1 from the Original Agreement

- 4 10 The two plans ref 3547A-LEV-00-GF-DR-A-1075 rev P1 and 3547A-LEV-00-XX-DR-A-1220 Rev P3 appended to this Deed shall be appended to the Original Agreement

5. COUNCIL'S COSTS

The Owner covenants to pay the Council on the date of this Deed such reasonable sum as is notified in respect of the Council's legal and administrative costs in connection with this Deed

6. MISCELLANEOUS

- 6 1 The Mortgagee consents to this Deed being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, their interest in the Site will be bound by the terms of the Original Agreement, as varied by this Deed, as if the Original Agreement had been executed and registered as a local land charge before the execution of their registered charge

- 6 2 Notwithstanding clause 6 1, neither the Mortgagee nor any future mortgagee will incur any liability for any breach of the obligations contained in the Original Agreement, as varied by this Deed, unless and until they become a mortgagee in possession of the Site or any part thereof

7. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed

8. Jurisdiction

This Deed is governed by and interpreted in accordance with the laws of England

9 Notices

Any notice or document served on or sent pursuant to this Deed shall either be delivered personally or sent by recorded delivery service or any replacement of the same

9 1 to the Council addressed to the Director at the Council's address first above written, and

9 2 to the Owner and the Mortgagee at their last known address

IN WITNESS whereof the Council, the Owner and the Mortgagee have executed this Deed on the date first above written

THE COMMON SEAL of THE COUNCIL OF THE

CITY OF MANCHESTER was hereunto affixed in

pursuant to the provisions of the said City:



Authorised Signatory



01114854

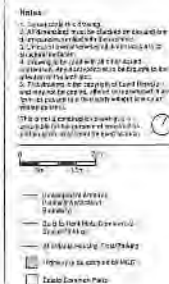
EXECUTED as a DEED by
LANDCARE (EAST MANCHESTER) LTD
acting by:

Director:
Director/Secretary:

fm EQUANS

EXECUTED as a DEED by)
ENGINE SERVICES LIMITED)
Acting by:)

Director :
Director/ Secretary :



26	160725	Perkins Laptop Update
27	090625	JAF Purview updated
28	090625	Perkins Homecoming and MCC JAF Covered by JAF Purview Tara updated having access

Land at Coleshill Street
After Planning

75460 - 64-071-24 (04-A-122)

Title Page	
Author's name	
Confidentiality	0.00
Age	
Time to death	

(1994)
 Department of Health and Human Services (HHS)
 Administration for Children and Youth
 1200 Montgomery Avenue, Suite 565
 Silver Spring, MD 20910
 (301) 796-2600
 Fax: (301) 796-2601
 E-mail: adoption@hhs.gov
 Web: www.hhs.gov/adoption



2d Phase 1000

DATED 5 April 2022

THE COUNCIL OF THE CITY OF MANCHESTER

-and-

LANDCARE (EAST MANCHESTER) LTD

-and-

EQUANS
~~ENGINE~~ SERVICES LIMITED

07

DEED OF VARIATION

relating to a Section 106 Agreement dated 10
November 2020 at Land at Coleshill Street,
Miles Platting, Manchester, M40 8HH and made
pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)

THIS DEED is made the 5 day of April 2022

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
2. **LANDCARE (EAST MANCHESTER) LTD** (incorporated in England with company number 09277141) whose registered office is at One St Peter's Square, Manchester, M2 3DE ("**Owner**"); and
- 07 ^{EQVANS} 3. **ENGINE SERVICES LIMITED** (incorporated in England with company number 00598379) whose registered office is at Shard Services Centre Q3 Office, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8EX ("**Mortgagee**");

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable.
- B The Owner is the freehold owner of part of the Site registered at the Land Registry under title numbers GM639361 and GM899349 and the leasehold owner of part of the Site registered at the Land Registry under title number GM654337.
- C On 10 November 2020 the Owner entered into the Original Agreement. The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted.
- D The Mortgagee has a registered charge dated 20 May 2019 affecting title numbers GM639361, GM654337 and GM899349.
- E On 11 October 2021, the Owner and the Mortgagee submitted the MMA Application to the Council.
- F The Council has resolved to grant the MMA Permission subject to the prior completion of this Deed.
- G The parties hereto have agreed to vary the terms of the Original Agreement in the manner set out herein.
- H This Deed is made under section 106A of the Act and is supplemental to the Original Agreement.

1. DEFINITIONS AND INTERPRETATIONS

1.1. All words and phrases defined in the Original Agreement shall have the same meaning in this Deed unless explicitly stated otherwise.

1.2. For the purposes of this Deed the following expressions shall have the following meanings:

“Deed”	means this deed of variation entered into to vary the Original Agreement;
“MMA Application”	means the planning application submitted under Section 73 of the Act to the Council and given reference 131895/JO/2021 for the removal of condition 44 (affordable housing) attached to the Original Planning Permission;
“MMA Development”	means the development set out in the Planning Permission as amended by the removal of condition 44 (affordable housing) attached to the Planning Permission;
“MMA Permission”	means the planning permission to be granted pursuant to the MMA Application;
“Original Agreement”	means the agreement dated 10 November 2020 and made between the Council (1), Landcare (East Manchester) Ltd (2) and Engie Services Limited (3);
“Original Application”	means the planning application submitted to the Council and given reference 125596/FO/2019 for full planning permission for housing-led mixed use redevelopment comprising a maximum of 410 new dwellings (Class C3) and comprising Class E (maximum floorspace 744 sq m GIA in total), recreation open space and landscaping and associated access off Hulme Hall Lane, Varley Street and Iron Street, infrastructure provision and car parking;
“Original Planning Permission”	means the planning permission dated 10 November 2020 and granted pursuant to the Original Application;

2. OPERATIVE PROVISIONS

2.1. The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 4 of this Deed.

- 2.2. Save as varied by this Deed the Original Agreement shall remain in full force and effect.
- 2.3. If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.
- 2.4. This Deed is a local land charge and shall be registered as such. The Owner will, within 5 Working Days of the date of this Deed, apply to the Land Registry to register a copy of this Deed against title numbers GM639361, GM899349 and GM654337 and will provide the Council with a copy of the application. As soon as reasonably practicable following receipt, the Owner will supply the Council with copies of the updated registers of title.
- 2.5. The provisions of this Deed shall take effect upon the grant of the MMA Application.

3. STATUTORY BASIS

- 3.1. This Deed is made pursuant to the provisions of section 106 and section 106A of the Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.
- 3.2. Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

4. VARIATION TO THE ORIGINAL AGREEMENT

- 4.1 Delete the final sentence of Recital I of the Original Agreement on page 3: "However, the Owner has been able to agree to the provision of Affordable Housing with a Registered Provider which would deliver 28% on-site Affordable Housing in the manner set out in the Affordable Housing Statement".
- 4.2 Delete the following definitions from Clause 1.1 of the Original Agreement:

4.2.1 **"Affordable Housing Statement"** a written statement detailing the provisions of the Affordable Housing Units in accordance with policy H8 in the form attached at Appendix 1 which has been approved by the Council detailing the following:

- The agreed housing mix
- The location of the Affordable Housing Units;
- The proposed arrangements for the transfer of the Affordable Housing Units to a Registered Provider;
- Proposed arrangements to ensure that the provision of the Affordable Housing Units are affordable for both first and subsequent occupiers of the Affordable Housing Units; and

- The occupancy criteria used to determine the identity of the occupiers of the Affordable Housing Units;

4.2.2 **"Affordable Housing Unit(s)"** a Dwelling which shall be designated as Affordable Housing under the Affordable Housing Statement submitted by the Owner and approved by the Council and in accordance with the Planning Permission;

4.2.3 **"Open Market Value"** the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

4.2.4 **"Protected Tenant"** any tenant who

(a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit.

4.2.5 **"Rent to Buy"** a scheme which allows a tenant to rent an Affordable Housing Unit at 80% of market rent for a period of five (5) years following which it provides for an option to purchase outright at market value or buy an equity share in the Affordable Housing Unit with a portion of rent at 2.75% of unsold equity with an option to staircase in future years;

4.2.6 **"Shared Ownership Housing"** means Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms;

4.2.7 **"Shared Ownership Lease"** a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest. Permitting staircasing up to 100%. Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit;

4.2.8 **"Shared Ownership Terms"** means the terms of a disposal contained in model shared ownership leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an Eligible Purchaser (the initial share being between 10% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted;

4.2.9 **"Shared Ownership Unit"** means a single Dwelling that is also Shared Ownership Housing;

4.2.10 **"Staircasing"** means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in the dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and "Staircase" shall be construed accordingly;

- 4.3 Insert the following new definition and make the following amendments to Clause 1.1 of the Original Agreement:

4.3.1 **"MMA Application"** means the planning application submitted under Section 73 of the Act to the Council and given reference 131895/JO/2021 for the removal of condition 44 (affordable housing) attached to planning permission ref: 125596/FO/2019;

- 4.4 The definition of **"Application"** within clause 1.1 of the Original Agreement shall be amended with the words "or the MMA Application" inserted at the end of the paragraph before the ";

- 4.5 The following paragraph is added as a new clause 9.4 of the Original Agreement on page 12:

"The covenants, obligations and restrictions contained in paragraphs 1, 2, 3, 4 and 5 of Schedule 2, Schedule 3 and Schedule 4 of this Agreement shall not be enforceable against:

9.4.1 any Registered Provider acquiring an interest in the part of the site edged green on the attached plan ref 3547A-LEV-00-XX-DR-A-1220 Rev P3 or any part thereof and its successors in title and those deriving title through it or them; and

9.4.2 any mortgagee or charge (or any receiver) (including an administrative receiver) appointed by such mortgage or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator (each a receiver) of the part of the site edged green on the attached plan ref 3547A-LEV-00-XX-DR-A-1220 Rev P3 or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or receiver."

- 4.6 Delete Paragraph 6 of Schedule 2 of the Original Agreement on page 17.

- 4.7 The following paragraph is added as a new Paragraph 6 in Schedule 2 of the Original Agreement at page 17:

"The area shown to be excluded from the vegetation clearance works boundary on the attached plan 3547A-LEV-00-GF-DR-A-1075 rev P1 shall only be fenced off with the approval of the Council having regard to the Owner's programme for commencing the Development and any reasonable and proper health and safety requirements provided that the Council shall give their approval in circumstances where to not do so would delay the lawful commencement of the Development"

- 4.8 In Paragraph 3 of Schedule 3 of the Original Agreement on page 18 insert immediately before "within the Administrative Boundaries of Manchester and for no other purpose" the words "on sites other than the Site".

- 4.9 Delete Appendix 1 from the Original Agreement.

- 4.10 The two plans ref: 3547A-LEV-00-GF-DR-A-1075 rev P1 and 3547A-LEV-00-XX-DR-A-1220 Rev P3 appended to this Deed shall be appended to the Original Agreement.

5. COUNCIL'S COSTS

The Owner covenants to pay the Council on the date of this Deed such reasonable sum as is notified in respect of the Council's legal and administrative costs in connection with this Deed.

6. MISCELLANEOUS

- 6.1 The Mortgagee consents to this Deed being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, their interest in the Site will be bound by the terms of the Original Agreement, as varied by this Deed, as if the Original Agreement had been executed and registered as a local land charge before the execution of their registered charge.

- 6.2 Notwithstanding clause 6.1, neither the Mortgagee nor any future mortgagee will incur any liability for any breach of the obligations contained in the Original Agreement, as varied by this Deed, unless and until they become a mortgagee in possession of the Site or any part thereof.

7. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

8. Jurisdiction

This Deed is governed by and interpreted in accordance with the laws of England.

9. Notices

Any notice or document served on or sent pursuant to this Deed shall either be delivered personally or sent by recorded delivery service or any replacement of the same

9.1 to the Council addressed to the Director at the Council's address first above written; and

9.2 to the Owner and the Mortgagee at their last known address.

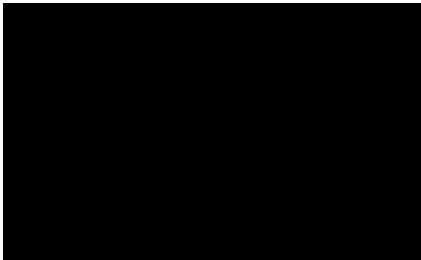
IN WITNESS whereof the Council, the Owner and the Mortgagee have executed this Deed on the date first above written.

THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:

Authorised Signatory

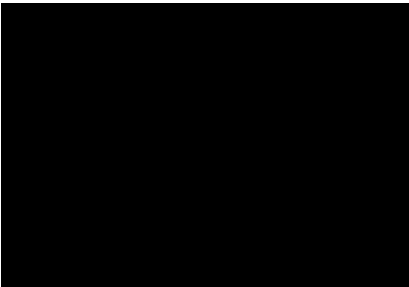
EXECUTED as a DEED by
LANDCARE (EAST MANCHESTER) LTD
acting by:

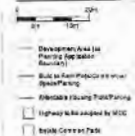
Director:
Director/Secretary:



EXECUTED as a DEED by)
EQVANS ENGINE SERVICES LIMITED)
Acting by:)

Director :
Director/ Secretary :



[illegible]

Pu	16000	Painting Lateral Ligaments	D
P2	67000	Belt Painting updated	D
P1	28000	Coating Highways and MCC Lent Overhaul performed Tensile welded parking stands	D
Per	300	Computer	W

Land at Colashill Street
Miles Paving

Energy source	Fuel
22474-22479-00-55-00-0-1720	F

[illegible]

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
4. Drawing to be read with all other issued information. Any discrepancies to be brought to the attention of the architect.
5. This drawing is the copyright of Levitt Bernstein and may not be copied, altered or reproduced in any form, or passed to a third party without license or written consent.

This is not a construction drawing, it is unsuitable for the purpose of construction and must on no account be used as such.



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+44 (0)16 3269 8742