Dated 25 November 2009

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

THE SOUTH WEST MANCHESTER CRICKET GROUND LIMITED

SUPPLEMENTARY PLANNING A G R E E M E N T

pursuant to Section 106A Town and Country Planning Act 1990
relating to land at Ellesmere Road, Whalley Range
in the City of Manchester

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA

L/PC/EVD3001/2645

third draft 25.09.09

THIS SUPPLEMENTARY AGREEMENT is made the 25th day of November 2009

BETWEEN THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Albert Square, Manchester ("the Council") of the first part and THE SOUTH WEST MANCHESTER CRICKET GROUND LIMITED (company registration number 00220824) whose registered office is at Ellesmere Road, Chorlton Cum Hardy, Manchester, M21 0SG ("the Owner" which expression shall include the successors in title and assigns of the Owner) of the second part

WHEREAS

1. This Supplementary Agreement is made in pursuance of Section 106A of the Town and Country Planning Act 1990 and modifies a planning agreement ("the Planning Agreement") dated 12 June 2009 between the Council (1) and the Owner (2). The Council is the local authority by whom the Planning Agreement is enforceable and the Owner is the person against whom the Planning Agreement is enforceable.

2. The words and expressions in this Supplementary Agreement shall (unless the context otherwise requires) have the same meaning ascribed to them in the Planning Agreement.

3. Planning Permission pursuant to the Application was granted by the Council on 12 June 2009. The Council has requested that the Planning Agreement be varied as detailed below and the Council and the Owner hereby agree to modify the Planning Agreement in the manner hereinafter appearing:

NOW IT IS HEREBY AGREED as follows:

1. A new definition is inserted in the Planning Agreement between the definition of "Development Plan" and "Inflation" as follows:

" "First Sale" shall mean the first sale of the Development Land"

2. The definition of "Net Proceeds" is amended by the deletion of the words " part of the Land upon which the houses and garages to be erected pursuant to the Planning Permission" and their replacement by the words "Development Land" and by the deletion of the words in the sixth line "part of the" and their replacement by the word "Development".

3. A new clause 23 is added to the Planning Agreement as follows:

"23. The Council agrees that on the completion of a First Sale the Development Land is thereafter released from the obligations contained in clauses 4, 5 (b), 6, 7 and 8 of the Schedule to this Agreement."

5. The original clause numbered 23 in the Planning Agreement is renumbered 24.

6. Clause 6 of the Schedule is amended by replacing the words "sale by it of the Land" with "First Sale" and by the insertion of the word "Development" between "the" and "Land" on the second line of the clause.

7. Clause 7 of the Schedule is amended by replacing the words "if the Development pursuant to the Planning Permission is implemented by the Owner then as soon as reasonably practicable following implementation of the part of the Planning Permission that is to be implemented on the Development Land, whichever is applicable" with "or once a material operation as defined in section 56 of the Act on the Development Land pursuant to the Planning Permission has commenced, whichever occurs first".

8 Save as hereinbefore mentioned the Planning Agreement shall continue in full force and effect in respect of the Land and shall be binding upon the respective parties hereto.

9. This Supplementary Agreement will be registered by the Council in the Register of Local Land Charges retained by it.

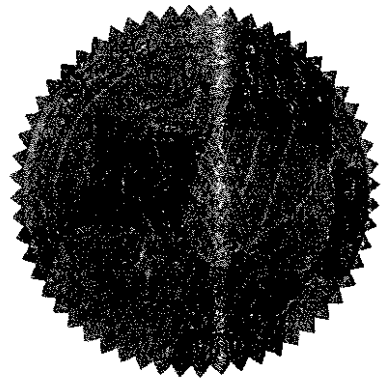
10. Save as expressly provided none of the provisions herein are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Supplemental Agreement.

11. The Owner will at its own expense as soon as reasonably practicable following completion of this Supplementary Agreement make an application to the Land Registry for registration of this Deed on the Title Register for the Land registered under Title Number MAN140829 and will inform the Council's Legal Services Section once registration has been effected.

12. The Owner covenants to pay to the Council on the date of this Agreement such sum as is notified in respect of the Council's costs in connection with this Supplementary Agreement which sum shall not exceed £200 (two hundred pounds).

13. All correspondence in connection with this Agreement shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning Department, Ref. 086354/FO/2008/S1, Manchester City Council, PO Box 463, Town Hall, Manchester, M60 3NY.

IN WITNESS whereof the Council and the Owner have executed this Supplemental Agreement as a deed in the manner hereinafter appearing and delivered the day and year first before 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

01061201

SIGNED AS A DEED by THE SOUTH WEST MANCHESTER CRICKET GROUND LIMITED

acting by a director and its secretary/ two directors

Director

Director/Secretary