

DATED 23rd April 2024

THE COUNCIL OF THE CITY OF MANCHESTER

-and-

TIBST LIMITED (in liquidation)

-and-

CHRISTOPHER RATTEN and LINDSEY J COOPER

-and-

**AVIVA INVESTORS GROUND RENT GP LIMITED and AVIVA INVESTORS GROUND RENT
HOLDCO LIMITED**

-and-

SALBOY LIMITED

DEED OF VARIATION

**relating to a Section 106 Agreement dated 20
February 2017 at land bounded by Tib Street,
Church Street, Joiner Street and Bridgewater
Place, Manchester and made pursuant to
Section 106 of the Town and Country Planning
Act 1990 (as amended)**

THIS DEED is made the

23rd

day of

April

2024

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
2. **TIBST LIMITED (in liquidation)** (incorporated in England with company number 10174081) whose registered office is at Rsm Restructuring Advisory LLP, 9th Floor, 3 Hardman Street, Manchester, M3 3HF ("**Tibst**"),
Landmark, 1 Oxford St, Manchester, M1 4PB
3. **CHRISTOPHER RATTEN and LINDSEY J COOPER** both care of Rsm Restructuring Advisory LLP, 9th Floor, 3 Hardman Street, Manchester, M3 3HF (the "**Liquidators**"),
Landmark, 1 Oxford St, Manchester, M1 4PB
4. **AVIVA INVESTORS GROUND RENT GP LIMITED and AVIVA INVESTORS GROUND RENT HOLDCO LIMITED** (incorporated in England with company number 07584928 and 07604385) whose registered office is at 80 Fenchurch Street, London, EC3P 3DQ, as trustees for AVIVA INVESTORS REALM GROUND RENT LIMITED PARTNERSHIP ("**Aviva**"), and
5. **SALBOY LIMITED** (incorporated in England with company number 09123542) whose registered office is at Unit 3, Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("**Salboy**")

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 By virtue of a transfer dated 31 March 2021 Tibst has now transferred the Site registered at the Land Registry with title absolute under title number GM698674 to Aviva. However, Tibst has been included as a party to this Deed on the basis that it technically remains the legal owner whilst the associated Land Registry application relating to the transfer is pending
- C By a notice of appointment dated 22 December 2021 the Liquidators were appointed liquidators for Tibst. The Liquidators have the power to enter into this Deed as the agent for Tibst and without personal liability
- D Salboy are responsible for the management of the Site and on 17 December 2021 submitted the MMA Application to the Council
- E The Council has resolved to grant the MMA Permission subject to the prior completion of this Deed

F The parties hereto have agreed to vary the terms of the Original Agreement in the manner set out herein

G 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 132537/JO/2021 for the variation of condition 12 (public realm works) attached to the Original Planning Permission,

“MMA Development” means the development set out in the Original Planning Permission as amended by the variation of condition 12 (public realm works) attached to the Original Planning Permission,

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

“Original Agreement” means the agreement dated 20 February 2017 and made between the Council (1) Tibst Limited (2) and National Westminster Bank Plc (3),

“Original Application” means the planning application submitted to the Council and given reference 114146/FO/2016 for full planning permission for redevelopment of the site for a residential building (Class C3) with ground floor commercial uses (Class A1, A2, A3, A4, B1, D2 (Gym and Cinema)) varying in height from 7 to 10 storeys to provide 183 apartments (8 x studio, 48 x 1 bed, 125 x 2 bed and 2 x 3 bed) with associated landscaping and other works following demolition of existing structure and artwork at the junction of Tib Street and Church Street,

“Original Planning Permission” means the planning permission dated 20 February 2017 with reference 114146/FO/2016 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 Salboy will, within twenty (20) Working Days of the date of this Deed, apply to the Land Registry to register a copy of this Deed against title number GM698674 and will provide the Council with a copy of the application As soon as reasonably practicable following receipt, Salboy will supply the Council and Aviva with copies of the updated register 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 Insert the following new definition and make the following amendments to Clause 1 of the Original Agreement
 - 4 1 1 **“MMA Application”** means the planning application submitted under Section 73 of the Act to the Council and given reference 132537/JO/2021 for the variation of condition 12 (public realm works) attached to planning permission reference 114146/FO/2016,

4 1 2 **"MMA Development"** means the development set out in the Planning Permission as amended by the variation of condition 12 (public realm works) attached to the Planning Permission,

4 1 3 **"MMA Permission"** means the planning permission to be granted pursuant to the MMA Application

4 2 Save in the definition of the "Planning Permission" and "MMA Development" immediately after every instance of the words "Planning Permission" insert the words "or MMA Permission whichever is applicable"

5. PAYMENT IN LEAU OF ON-SITE TREE PLANTING

Salboy will pay to the Council the sum of sixty thousand pounds (£60,000) on the date of this Deed towards the provision of off-site tree planting

6. COUNCILS COSTS

Salboy 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

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 parties at their last known address

10. LIQUIDATORS

For the avoidance of doubt the Liquidators shall not incur any personal liability under or by virtue of this Deed

11. The parties agree that Aviva has joined into this Deed as freehold owner of the Site and for no other purpose and is not liable for or required to comply with any of the covenants and obligations contained or referred to in this Deed
12. Salboy agrees to indemnify and keep Aviva indemnified in respect of all liability charges actions claims demands expenses losses judgments penalties damages and costs and proceedings (including all legal and other costs, charges and expenses) in connection with the breach or non-performance of the requirements of any of the covenants and obligations contained or referred to in this Deed

IN WITNESS whereof the parties 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



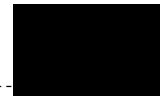
01123809

Executed as a deed by)
)
TIBST LIMITED)
)
acting by **CHRISTOPHER RATTEN and**)
LINDSEY J COOPER

, its liquidators, under the powers
conferred on them by Schedule 4 to the
Insolvency Act 1986

in the presence of

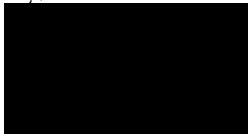
Signature



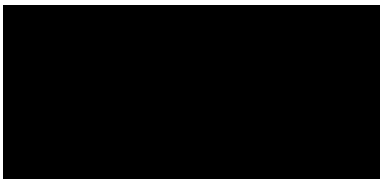
Name (block capitals)

CHRISTOPHER
RATTEN

Signature



Witness
signature



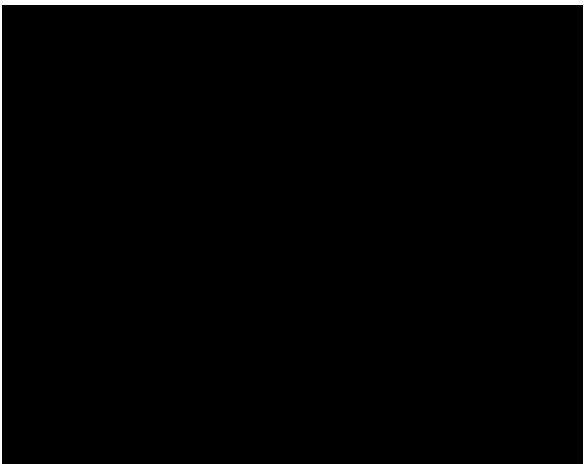
Name (block capitals) LINDSEY COOPER

Witness name

GILLIAN CHORLTON

(block capitals)

Witness address



EXECUTED AS A DEED (but not)
delivered until the date inserted above) by)
[Signature])
as attorney for AVIVA INVESTORS)
GLOBAL SERVICES LIMITED)
as attorney for Aviva Investors Ground Rent
GP Limited)
in the presence of)

as attorney for
Aviva Investors Global Services Limited
as attorney for
Aviva Investors Ground Rent GP Limited

Signature of Witness

Name of Witness.

Kat Pozniak
Document Services Lead
Aviva Investors
80 Fenchurch Street
London EC3M 4AE

Address of Witness

Occupation of Witness.

EXECUTED AS A DEED (but not)
delivered until the date inserted above) by)
[Signature])
as attorney for AVIVA INVESTORS)
GLOBAL SERVICES LIMITED)

as attorney for
Aviva Investors Global Services
Limited

as attorney for Aviva Investors Ground Rent
HOLDCO Limited)

as attorney for
Aviva Investors Ground Rent
HOLDCO Limited

in the presence of)

Signature of Witness

Name of Witness.

Kat Pozniak
Document Services Lead
Aviva Investors
80 Fenchurch Street
London EC3M 4AE

Address of Witness

Occupation of Witness

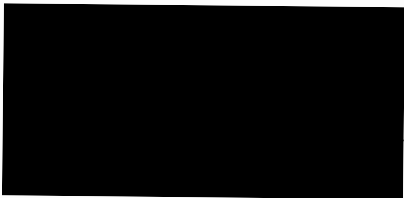
Executed as a deed by)
)
SALBOY LIMITED)
)
acting by a director in the presence of a)
witness:

Signature



Name (block capitals) JOANNE ISMAIL
Director

Witness
signature



Witness name STEPHEN CHARLES LINTOTT
(block capitals)

Witness address

