

DATED 24th APRIL 2024

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

VQ DEVELOPMENTS LIMITED

- and -

NEW JACKSON (CONTOUR) INVESTMENTS LIMITED

AGREEMENT

**Supplemental planning obligation made under to section 106
and section 106A of the Town and
Country Planning Act 1990 (as amended)
relating to Land known as Plot F, Great Jackson Street
Manchester**

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

THIS AGREEMENT is made the 24th day of April 2024

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"); and,
- (2) **VQ DEVELOPMENTS LIMITED** (incorporated in England with Company Number 09539078) whose registered office is at 1st Floor Nq Building, 47 Bengal Street, Manchester M4 6BB (the "**First Owner**"); and
- (3) **NEW JACKSON (CONTOUR) INVESTMENTS LIMITED** (incorporated in England with Company Number 15201834) whose registered office is at 1st Floor Nq Building, 47 Bengal Street, Ancoats, Manchester, M4 6BB (the "**Second Owner**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable.
- B The First Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Numbers GM41180 and GM41433 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Second Owner is the leasehold owner of part of the Site pursuant to the Lease.
- D The Council granted planning permission for the Development as defined in the Original Agreement on 1st July 2022.
- E The First Owner along with the Greater Manchester Combined Authority entered into a S106 Agreement (the "Original Agreement") with the Council in support of the planning permission on 1st July 2022.
- F The parties hereto have agreed to enter into this Agreement in order to vary the terms of the Original Agreement as set out in this Agreement.

OPERATIVE PARTS

- 1.1 This Agreement is made pursuant to section 106 and section 106A of the Act and is a planning obligation for the purposes thereof with the intent that it is enforceable by the

Council as local planning authority and shall bind the interest of the Owners and their successors in title and their assigns and to the extent that the covenants in this Agreement are not made under section 106A of the Act they are made under section 111 of the Local government Act 1972 or section 1 of the Localism Act 2011 and all other powers so enabling.

- 1.2 In this Agreement the words and expressions and phrases shall unless the context requires have the meanings prescribed in the Original Agreement.

EFFECT OF THIS AGREEMENT

2. Save as varied by this Agreement the Original Agreement shall remain in full force and effect. This Agreement shall come into effect immediately upon completion of this Agreement.

VARIATION TO THE ORIGINAL AGREEMENT

3. The parties hereto hereby mutually agree to vary and supplement the terms of the Original Agreement so that the Original Agreement shall from today be read and construed as references to the Original Agreement as varied by this Agreement.

3.1 the following definitions shall be inserted into Clause 1.1 of the Original Agreement:

"First Completed Phase" the first of Phase 1 or Phase 2 to reach Practical Completion,

"Lease" the lease of Phase F2 known as Contour, Great Jackson Street, Manchester out of title numbers GM41180 and GM41433 dated 5 February 2024 made between (1) VQ Developments Limited and (2) New Jackson (Contour) Investments Limited for a term of 990 years commencing on 5th February 2024 which at the date of this Agreement is pending registration at the Land Registry with an initial allocated title number MAN434881,

"Owners" the First Owner and the Second Owner together and "Owner" means either one of them as the context so requires,

"Phase" means any of Phase 1 and Phase 2,

"Phase 1" that part of the Site shown coloured orange on the Phasing Plans,

"Phase 2" that part of the Site shown coloured blue on the Phasing Plans,

"Phasing Plans" the drawings numbered 10334-Z1-SHP-G000-PL-Grd-B5D804 P02 and 10334-Z1-SHP-G000-PL-B1-B5D801 P01 annexed to this Agreement,

"Second Completed Phase" the second of Phase 1 or Phase 2 to reach Practical Completion.

3.2 The definition of "Private Rental Sector Investment" shall be deleted and replaced with:

"Private Rental Sector Investment" means a Development that will deliver new-build homes for the private rental market, to be retained by an Owner on Completion as an investment;"

3.3 Clause 9 shall be amended by the addition of:

3.3.1 "Where a party's interest in the Site is limited only to a Phase it shall be bound to comply with the obligations in the Agreement only in so far as they are relevant to such Phase and not to any Phase in which it does not have a proprietary interest" as clause 9.3;

3.3.2 "the obligations on the part of the Owners contained in this Agreement shall not be enforceable against individual purchasers, owner-occupiers, tenants or occupiers of the Dwellings, nor against those deriving title from them (including their mortgagees), or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations, gas governor stations or pumping stations" as clause 9.4;

3.3.3 "Subject to clause 9.4 above the obligations on the part of the Owners contained in this Agreement shall not be enforceable against any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owners" as clause 9.5.

3.4 the references to "Owner" and "Owner's" in Schedule 3 of the Original Agreement shall be deleted and replaced with "Owners" and "Owners'" as appropriate.

3.5 The wording in paragraph 3 of Part 1 of Schedule 3 of the Original Agreement shall be deleted and replaced with the following:

"3. Submit to the Council a schedule of sales prices within 1 (one) calendar month of Practical Completion of the final Dwelling within Phase 1.

4. Submit to the Council a schedule of sales prices within 1 (one) calendar month of Practical Completion of the final Dwelling within Phase 2.

5. FOR THE AVOIDANCE OF DOUBT, where the sale of the relevant Phase mentioned at paragraphs 3 and 4 above is to be undertaken as a Private Rental Sector Investment then the obligations within said paragraphs can be undertaken by the Owners at any

time prior to Practical Completion where a contract for sale has been entered into in respect of that Private Rental Sector Investment and the Average Sale Price is known and furthermore the obligations at paragraphs 3 and 4 shall only apply to the owner of the relevant Phase."

3.6 Part 2 of Schedule 3 of the Original Agreement shall be deleted in its entirety and replaced with the following:

"REAPPRAISAL PAYMENTS

1 For Phase 1:

1.1 Within 2 (two) calendar months of Practical Completion of the final Dwelling within Phase 1, to pay to the Council the Reappraisal Payment which shall be calculated as follows:

1.1.1 where the Average Sale Price does not exceed the Benchmark Sale Price no Reappraisal Payment shall be due;

1.1.2 where the Average Sale Price exceeds the Benchmark Sale Price the Reappraisal Payment shall be 50% (fifty per cent) of the Excess Amount,

Provided always that if the sale of Phase 1 is to be undertaken as a Private Rental Sector Investment then the above calculation can be undertaken by the relevant Owner at any time prior to Practical Completion where a contract for sale has been entered into in respect of that Private Rental Sector Investment and the Average Sale Price is known so that upon completion of the sale to the purchaser of the Private Rental Sector Investment the land which forms Phase 1 is simultaneously released from the obligations contained in this Part 2 of Schedule 3 provided that any Reappraisal Payment due in respect of Phase 1 has been paid.

1.2 Following the exercise of the obligations at paragraph 1.1 above and where necessary the payment of any Reappraisal Payment falling due therefrom and the Reappraisal Fee, the land which forms Phase 1 shall be released from the obligations contained within Part 2 of this Schedule.

2 For Phase 2:

2.1 Within 2 (two) calendar months of Practical Completion of the final Dwelling within Phase 2, to pay to the Council the Reappraisal Payment which shall be calculated as follows:

2.1.1 where the Average Sale Price does not exceed the Benchmark Sale Price no Reappraisal Payment shall be due;

2.1.2 where the Average Sale Price exceeds the Benchmark Sale Price the Reappraisal Payment shall be 50% (fifty per cent) of the Excess Amount.

Provided always that if the sale of Phase 2 is to be undertaken as a Private Rental Sector Investment then the above calculation can be undertaken by the relevant Owner at any time prior to Practical Completion where a contract for sale has been entered into in respect of that Private Rental Sector Investment and the Average Sale Price is known so that upon completion of the sale to the purchaser of the Private Rental Sector Investment the land which forms Phase 2 is simultaneously released from the obligations contained in this Part 2 of Schedule 3 provided that any Reappraisal Payment due in respect of Phase 2 has been paid.

- 2.2 Following the exercise of the obligations at paragraph 2.1 above and where necessary the payment of any Reappraisal Payment falling due therefrom and the Reappraisal Fee the land which forms Phase 2 shall be released from the obligations contained within Part 2 of this Schedule.
- 3 FOR THE AVOIDANCE OF DOUBT the calculation of the Reappraisal Payment for the First Completed Phase undertaken pursuant to either paragraph 1 or 2 (as the context requires) above shall use an Average Sale Price calculated using data relating to the sale of all Dwellings within the First Completed Phase and the calculation of the Reappraisal Payment for the Second Completed Phase undertaken pursuant to paragraph 1 or 2 (as the context requires) above shall use an Average Sale Price calculated using data relating to the sale of all Dwellings within Phase 1 and Phase 2 within the Development.
- 4 The total Reappraisal Payments paid pursuant to Part 2 of this Schedule 3 shall be capped at the Clawback Contribution Cap."

LOCAL LAND CHARGE

4.1 This Agreement is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Agreement.

4.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith cancel all the entries made in the register of local land charges in respect of this Agreement.

REGISTRATION OF THIS DEED

5. For the purpose of noting this Agreement on the title of the Owners registered under title numbers GM41180 and GM41433 at the Land Registry the Owners will on the date hereof provide the Council with completed form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owners' solicitor's completed Land Registry account key number details inserted in

the form. The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owners will supply with the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owners from the Land Registry.

WARRANTY AS TO TITLE

6. The Owners hereby warrant to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site on the date hereof.

FEES

7.1 The First Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement.

7.2 Receipt by the Council of the payment of such sum referred to in Clause 7.1 shall not create any lawyer-client type contractual relationship between the Council and the Owners nor absolve the Owners from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

JURISDICTION

8. This Agreement is governed by and interpreted in accordance with the law of England.

COMPLETION

9. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

01 22813



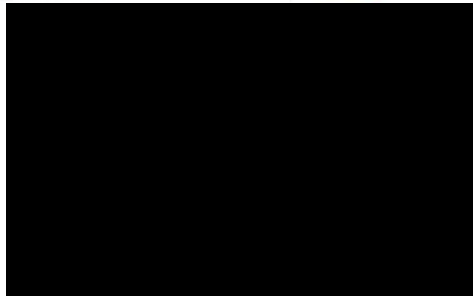
**THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER** was hereunto affixed in
pursuance of an Order of the Council of the said City:



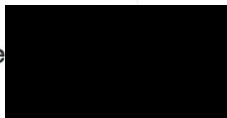
AUTHORISED SIGNATORY

Executed as a Deed by **VQ DEVELOPMENTS LIMITED**

acting by DAREN WHITAKER....., a director in the
presence of:

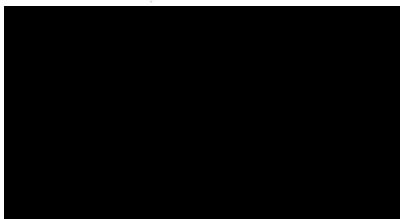


Witness signature



Name (Capitals) ANDREW FLOYD

Address



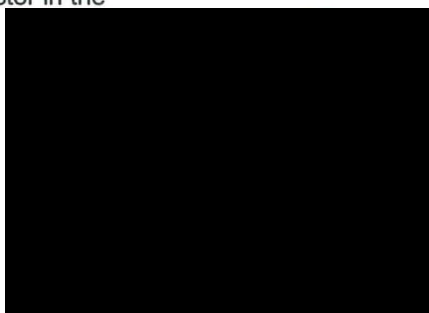
Occupation FINANCE DIRECTOR

#15298169v4

Executed as a Deed by **NEW JACKSON (CONTOUR) INVESTMENTS LIMITED**

acting by DAREN WATKIN....., a director in the

presence of:

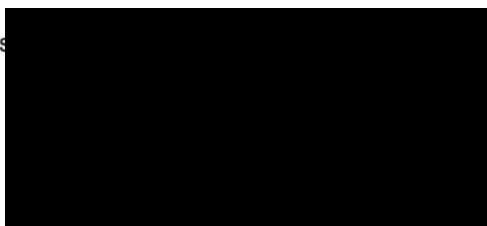


Witness signature



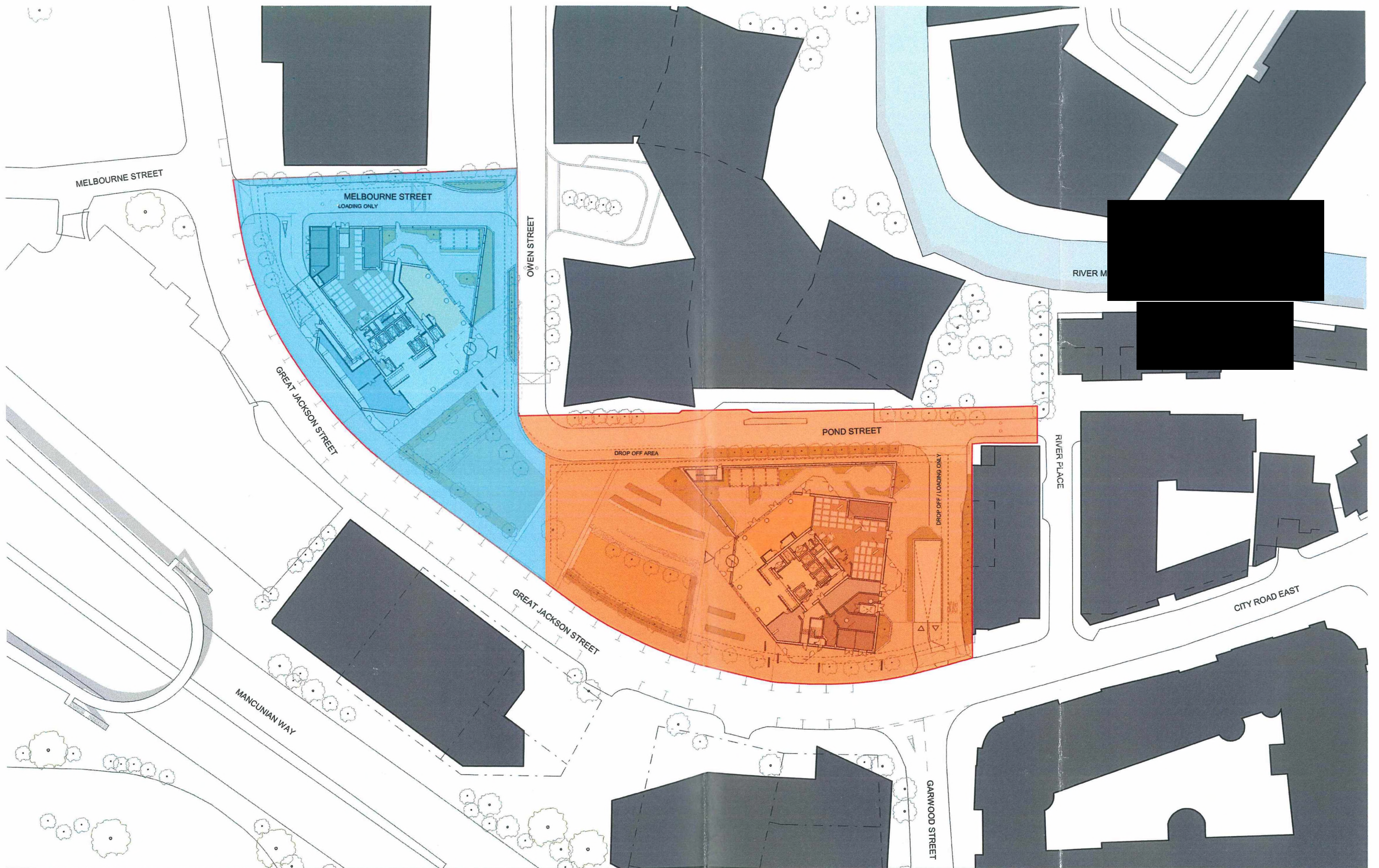
Name (Capitals) ANDREW FLOYD

Address



Occupation FINANCE DIRECTOR

Phasing Plans



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Do not scale off dimensions.
All dimensions to be checked on
site by contractor.
Contractor to report any
dimensional discrepancies,
errors or omissions prior to
commencing on site.

NOTE:

— Planning Application Boundary

Phase 1

Phase 2

NORTH

Rev	Date	Description
P01	28-10-2021	Planning Submission
P02	04-11-2021	Landscape update

Project Title

Great Jackson Street - Plot F
Manchester

Status

Planning Issue

Drawing Title

Site Wide
Ground Phasing Plan

Project No

10334

Scale

1:750 @ A3

SHP Drawing Code

10334-Z1-SHP-G000-PL-Grd-B5D804

Revision

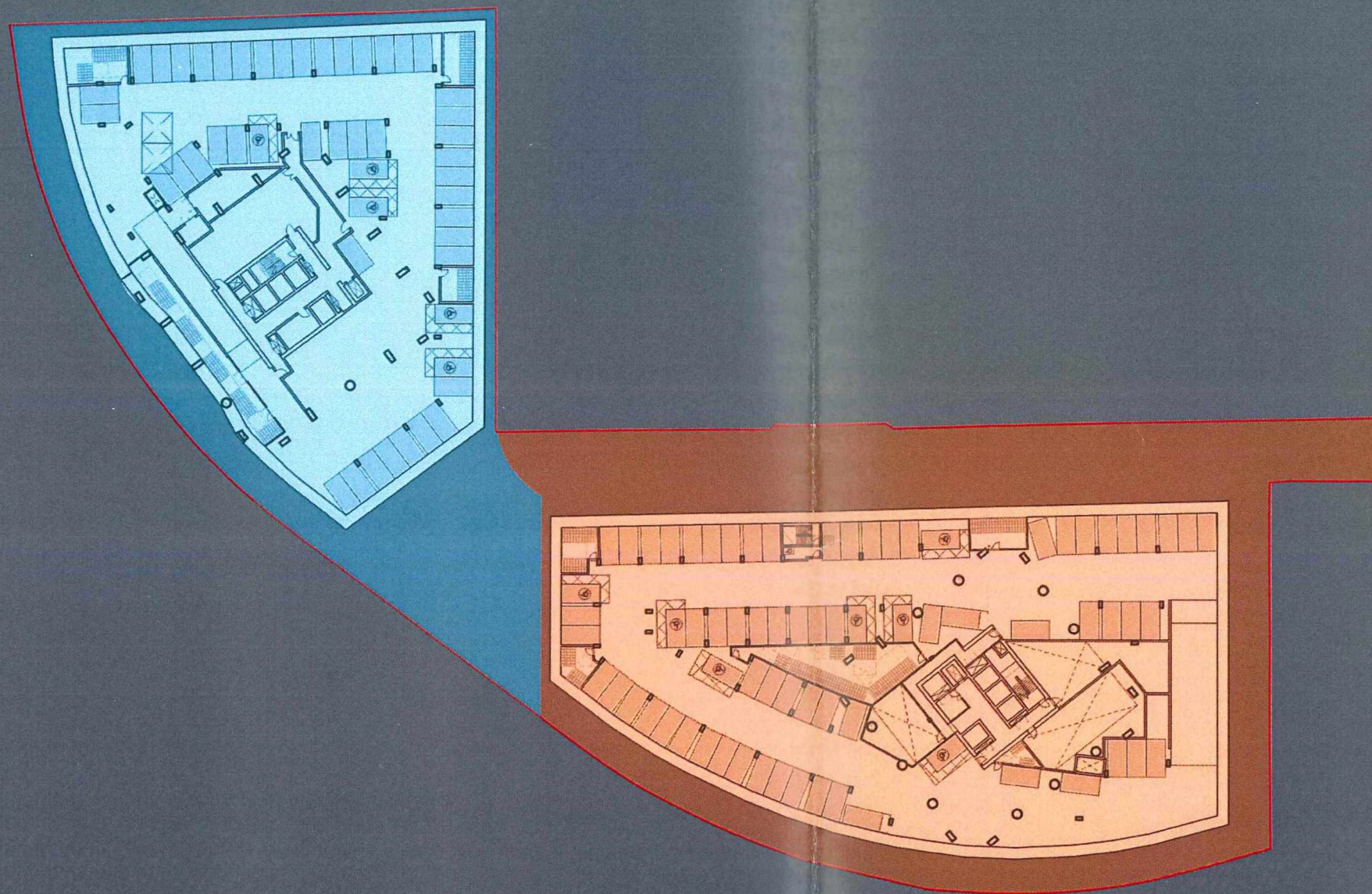
P02

simpsonhaugh

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Do not scale off dimensions.
All dimensions to be checked on
site by contractor.
Contractor to report any
dimensional discrepancies,
errors or omissions prior to
commencing on site.

NOTE:

— Planning Application Boundary
Phase 1
Phase 2

NORTH



Rev	Date	Description
P01	28-10-2021	Planning Submission



Project Title
Great Jackson Street - Plot F
Manchester

Status
Planning Issue

Drawing Title
Site Wide
Basement Phasing Plan

Project No
10334
Scale
1:750 @ A3
SHP Drawing Code
10334-Z1-SHP-G000-PL-B1-B5D801
Revision
P01

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