

DATED 16 October 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

TARIFF STREET PROPERTIES LIMITED

-and-

MARCO LIVING 2 LTD

DEED OF VARIATION

**pursuant to section 106 and section 106A of the Town and
Country Planning Act 1990 (as amended)
relating to Land bounded by Tariff Street and Port Street, Manchester**

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

L/BH/PLA001/84028

THIS DEED is made the 16th day of October 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **TARIFF STREET PROPERTIES LIMITED** (incorporated and registered in the Isle of Man with company number 121904C) whose registered office is at 2nd Floor, St Mary’s Court, Hill Street, Douglas, IM1 1EU, Isle of Man (the “**Owner**”); and
- (3) **MARCO LIVING 2 LTD** (incorporated and registered in England and Wales with company number 13783707) whose registered office is at 81 Newton Street, Manchester M1 1EX (the “**Beneficiary**”)

RECITALS

- A The Council is the local planning authority for the purposes of the Town and Country Planning Act (as amended) (the “**Act**”) in relation to the Site and is the authority by whom the obligations in this Deed are enforceable.
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers LA70906, LA10773 and GM349127 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The Beneficiary is interested in part of the Site by virtue of an option agreement (the “**Option Agreement**”) dated 26 August 2022 and made between the Owner (1) and the Beneficiary (2).
- D The Council granted the Planning Permission (as defined in the Planning Agreement herein defined).
- E On 27 June 2023 the Council the Owner and the Beneficiary entered into an agreement under section 106 of the Act (the “**Planning Agreement**”).
- F The Council, the Owner and the Beneficiary have agreed to enter into this Deed in order to amend the Planning Agreement as detailed herein.

NOW THIS DEED WITNESSETH as follows:

1 Interpretation

In this Deed the words and expressions and phrases shall unless the context requires have the meanings prescribed in the Planning Agreement.

2 Planning Obligations and Operative Powers

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act

2.2 This Deed creates planning obligations which bind the Site and are enforceable by the Council as local planning authority for the purposes of Section 106 of the Act.

3 Effect of this Deed

Save as varied by this Deed, the Planning Agreement shall remain in full force and effect. This Deed shall take effect on the date of this Deed.

4 Variation to the Planning Agreement

The parties hereto hereby agree that the Planning Agreement shall be read and construed as having been varied as follows:

In Paragraph 6.4 of Schedule 3 the word 'Appraisal' in the third line is replaced by the word 'Payment' and the word 'of' in the seventh line of Paragraph 6.4 of Schedule 3 is replaced by the word 'to'.

5 Local Land Charge

This Deed shall be registered as a local land charge by the Council.

6 Miscellaneous

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

6.2 All correspondence in connection with this Deed 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: PLA001/84028,
Manchester City Council, PO Box 532, Town Hall, Manchester, M60 2LA.

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.

IN WITNESS whereof the parties hereto have executed this document as a deed 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



01121898

EXECUTED as a DEED by)
TARIFF STREET PROPERTIES LIMITED)

a company incorporated in the)

Isle of Man, acting by:)

)

)

DAVID STEPHEN BREW)

)

)

)

and)

)

STEVEN MAURICE CUNNINGHAM)

who, in accordance with the laws of that)

territory, are acting under the authority of the)

Company in the presence of:)

Signature in the name of the company
TARIFF STREET PROPERTIES LIMITED

TARIFF STREET PROPERTIES LIMITED



Signature of authorised signatory:



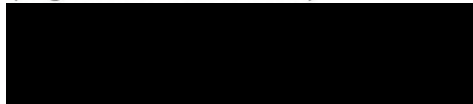
Signature of authorised signatory:

EXECUTED AS A DEED by MARCO LIVING 2 LTD

acting by

who is duly authorised thereto by a resolution of the Board of Directors in
the presence of:

(Signature of witness)



Name (in block letters)

YASAR KASIMAL

Witness Address

Occupation SOLICITOR



Signature of authorised person



.....
(Name of authorised person)

Primas Law Limited
Level 10, Tower 12
18 - 22 Bridge Street
Manchester
M3 3BZ