

DATE: 14th April 2023

**PLANNING OBLIGATION BY AGREEMENT
UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO LAND BOUND BY WATER STREET TO THE EAST, THE V&A HOTEL
TO THE NORTH, AND THE BONDED WAREHOUSE AND RAILWAY VIADUCTS TO
THE SOUTH, MANCHESTER**

Between

THE COUNCIL OF THE CITY OF MANCHESTER

and

MANCHESTER QUAYS RIVERSIDE LIMITED

and

VITA LIVING T2 LIMITED

and

CAIN INTERNATIONAL AGENT LIMITED

THIS AGREEMENT is made the 14th day of April

2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (the “**Council**”),
- (2) **MANCHESTER QUAYS RIVERSIDE LIMITED** (incorporated and registered in England under company registration number 11304918) care of Allied London, Suite 1, Bonded Warehouse, 18 Lower Byrom Street, Manchester, Greater Manchester, England, M3 4AP (the “**Freehold Owner**”), and
- (3) **VITA LIVING T2 LIMITED** (incorporated and registered in England under company registration number 12926421) of Horseshoe Farm, Elkington Way, Alderley Edge, England SK9 7GU (the “**Owner**”),
- (4) **CAIN INTERNATIONAL AGENT LIMITED** (incorporated and registered in England under company registration number 10929941) of 116 Upper Street, London, England, N1 1QP (the “**Chargee**”).

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. The Development will be carried out on the Site
- (B) The Freehold Owner is interested as freehold owner of the Site which is registered at the Land Registry under title number GM373222
- (C) The Owner is the proprietor of a 250-year lease dated 15 November 2021 of the property known as Tower 2, Water Street, St Johns, Manchester, indicatively allocated title number MAN390505 which is subject to an application for first Registration at the Land Registry as shown edged red on the Obligation Land Plans
- (D) The Chargee has the benefit of a charge under the Owner’s title which is subject to registration at the Land Registry
- (E) On 16 November 2021 the Council granted the November 2021 Permission subject to the “November 2021 Section 106 Agreement.
- (F) On 14 February 2022 the Owner submitted the Application in order to amend the November 2021 Permission.
- (G) The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted.

- (H) The Owners have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- (I) The Council is satisfied that the obligations in this Agreement are;
- 1 necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 2. directly related to the Development; and
 - 3 fairly and reasonably related in scale and kind to the Development.

1. DEFINITIONS AND INTERPRETATION

It is agreed and declared as follows for the purposes of this Agreement the following definitions and rules of interpretation set out in this clause apply to this Agreement and shall have the following meanings

1.1 Definitions

the “**Act**” means the Town and Country Planning Act 1990 (as amended) by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

the “**1999 Act**” means The Contracts (Rights of Third Parties) Act 1999 as may be amended from time to time;

“**Affordability Formula**” means the formula for determining the maximum monthly rent of the Discounted Rooms as set out in Schedule 3,

“**Agreement**” means this agreement,

the “**Application**” means the application made pursuant to Section 73 of the Act to vary condition 2 (approved drawings and documents, including amendments to design details of ground floor to provide for food and drink use), condition 5 (soft landscaping) and condition 8 (CMP) attached to planning permission 126648/FO/2020 which was submitted to the Council on 14 February 2022 and allocated planning reference 132952/JO/2022;

“**Baseline Salary**” means an annual salary at the date of this agreement not exceeding twenty-nine thousand pounds (£29,000) but which shall be increased on 1 April each year by the same percentage as the increase in the National Living Wage in that year;

“**Chartered Surveyor**” means a professional expert who is a chartered member of the RICS with a minimum of ten (10) years post-qualification experience,

“**Commencement of Development**” means the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and

“Commence”, “Commencement” and “Commenced” shall be construed accordingly
Commencement will be deemed to have taken place whether or not it takes place on the Site,

“Commercial Units” means the flexible commercial units located at the ground floor of the Development;

“Development” means the development undertaken on the Site pursuant to the Planning Permission as specified in the Application;

“Development Bedrooms” means the total number of bedrooms at the Development (excluding Studio Units), which for the avoidance of doubt totals 620 in number. The Development Bedrooms are to be let under assured shorthold tenancies,

“Discounted Rooms” means the Development Bedrooms located at the Development at Discounted Rent to Qualifying Persons in accordance with Schedule 3;

“Discounted Rent” means a rent for the Discounted Rooms (exclusive of utilities and Council Tax) that shall not exceed the monthly rent determined by the Affordability Formula;

“Eligibility Criteria” means the criteria set out in Schedule 3 to be applied to determine whether an individual is a Qualifying Person;

“Expert” means a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience,

“Full-Time Undergraduate Education” means education that is undertaken in pursuit of a first bachelor’s degree;

“Management and Tenure Plan” a single scheme for the management of all the Development Bedrooms (including for the avoidance of doubt the Discounted Rooms) and the Studio Units to be approved in writing by the Council which will include but is not limited to the following principles/matters

- 1.1 1 Providing that the Development Bedrooms (including for the avoidance of doubt the Discounted Rooms) and the Studio Units shall not be let to Students,
- 1.1 2 Providing that the letting of the Discounted Rooms will be allocated to Qualifying Persons on a first come first served basis wherever possible,
- 1.1.3 Setting out an allocation process for Discounted Rooms which provides for both access to all facilities (communal kitchen, lounge/bar, terraces, gym, wellness studio, screening room and lounge) and an on-site management of this allocation with a prompt issue resolution system,
- 1.1 4 The location of the Discounted Rooms within the Development;

and which must include information on the following areas

- 1.1.5 CCTV, security and fire safety;
- 1.1 6 risk assessments for fire, water and health and safety;
- 1.1 7 access, including key cards and move in and out arrangements,
- 1.1 8 arrangements for the maintenance of internal and external areas;
- 1.1 9 cleaning of rooms,

- 1.1.10 management of deliveries including storage within buildings,
- 1.1.11 the role and responsibilities of on-site staff members (managers, community leads and hosts), community maintenance, 24 hour concierge and housekeepers;
- 1.1.12 the code of conduct for occupiers and dispute management, and
- 1.1.13 opening hours for reception, work space/event space, cafe and terraces shared kitchen and laundry rooms

“Management Fee” means the sum of eleven thousand three hundred thirty-six pounds (£11,336.00) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein,

the **“November 2021 Permission”** planning permission for the erection of 36 Storey plus basement level mixed use building comprising co-living units, amenity space and flexible commercial space (Sui Generis), co-work (Use Class B1), landscaping, access and other associated works on Water Street, Manchester M3 4JQ under planning permission reference 126648/FO/2020 dated 16 November 2021;

the **“November 2021 Section 106 Agreement”** the agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 associated with the November 2021 Permission entered into between the Council, the Freehold Owner and the Owner;

“Obligation Land” the property described in Schedule 1 and comprised in title numbered GM373222 and shown for the purposes of identification only edged red on the Obligation Land Plans numbered SJ-800A dated 25 September 2020 and SJ-800B dated 4 November 2020 appended to this Agreement at Schedule 1,

“Occupation” means occupation of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupy”** and **“Occupied”** shall be construed accordingly,

“Occupation Date” means the first date when any part of the Development is Occupied;

“Occupier” means an occupier of a unit of residential accommodation at the Development subject to a tenancy agreement,

“Owners” means the Freehold Owner and the Owner together,

“Planning Permission” means the planning permission to be granted pursuant to the Application;

“Site Plan” means the plan referred to in Schedule 1 and annexed hereto,

“Qualifying Person” means an individual who satisfies the Eligibility Criteria to Occupy a Discounted Room at the Development;

“Regulations” means the Community Infrastructure Levy Regulations 2010 as amended,

“RICS” means the Royal Institution of Chartered Surveyors;

“Site” means the property described in Schedule 1 and shown for the purposes of identification only edged red on the Site Plans,

“STL Element” means the 186 Studio Units of accommodation forming part of the Development allocated for Short-Term Lets referred to as the STL Element of the Development,

“Short-Term Lets” means a letting for a rental term not exceeding six calendar months in respect of any of the units of accommodation in the STL Element of the Development,

“Student” means a person enrolled in Full Time Undergraduate Education

“Studio Units” means the units of studio accommodation forming part of the Development,

“Working Day” means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales

1 2 Interpretation

- 1.2.1 The clause headings do not affect this interpretation
- 1.2.2 The expressions the **“Council”** the **“Freehold Owner”** and the **“Owner”** shall include their successors in title and assigns and any person(s) or body corporate deriving title through or under them
- 1.2.3 Words importing the masculine gender only shall include all other genders and vice versa
- 1.2.4 Words importing the singular shall include the plural and vice versa
- 1.2.5 Words importing persons shall include companies and corporations and vice versa
- 1.2.6 Where any party consists of two or more persons companies or corporations the Agreement expressed to be made by that party and the conditions and provisions contained in this Agreement shall be deemed to have been made jointly and severally by the persons named as that party.
- 1.2.7 Save where a contrary intention is expressed a reference herein to a clause or Schedule shall be deemed to be a reference to a clause or Schedule of this Agreement and reference to a sub-clause paragraph or Part shall be deemed to be a reference to a sub clause or paragraph or Part of the clause or Schedule in which such reference appears
- 1.2.8 References to any statute or a statutory provision include reference to
 - (1) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - (2) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision from time to time in force
- 1 2 9 Except for the provisions in Clause 9 references to the Site include any part of it
- 1 2 10 The clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Agreement.

1 2 11 **“Including” means “including, without limitation”**

1.2.12 Any covenant by the Owners or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 2.13 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

2. PLANNING OBLIGATION

2.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owners

2.2 It is hereby acknowledged between the parties that in contemplation of the issue of the permission associated with the Application and in consideration of the provisions of paragraph 2 1 of Schedule 1 of this Agreement that the Obligation Land will be bound by the obligations contained in this Agreement to the extent set out in this Agreement and the Owners and the Council agree that this Agreement will supersede the November 2021 Section 106 Agreement from the Commencement of Development and from such time the Council further agrees that it will not enforce the obligations contained in the November 2021 Section 106 Agreement

3. CONDITION PRECEDENT

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15 and 18 which shall have immediate effect

4. CONDITION SUBSEQUENT

4 1 If the Planning Permission for the Development has not been Commenced by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owners) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5. THE OWNERS' COVENANTS

5.1 The Owners on behalf of themselves and any person deriving title to any part of the Obligation Land from the Owners hereafter hereby covenant with the Council so as to bind the Obligation Land to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedules 2, 3, 4 and 5 of this Agreement and hereby agrees that the Obligation Land shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6. THE COUNCIL'S COVENANTS

- 6.1 The Council hereby covenants with the Owners and any person deriving title to any part of the Obligation Land to observe and perform the obligations on its part in this Agreement including those obligations set out in Schedule 6 of this Agreement.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council or the Owners otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owners

- 7.2 If the Council and the Owners are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the RICS as applicable.

- 7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

- 7.4 Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8. WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Obligation Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Obligation Land) the area of the Obligation Land or unit of occupation purchased by reference to a plan

- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted

with its entire interest in the Obligation Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Obligation Land

- 9.3 No tenant or owner of any individual unit of accommodation constructed on the Obligation Land pursuant to the Planning Permission or any mortgagee thereof or a statutory undertaker after the transfer of statutory apparatus by the Owners to the statutory undertaker shall be liable for any of the covenants contained in this Agreement

10. COUNCIL'S CONSENT OR APPROVAL

- 10.1 Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council

11. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

- 11.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.
- 11.2 For the purpose of noting this Agreement on the title of the Owners at the Land Registry the Owners will on the date hereof provide the Council with completed Forms 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' solicitors completed Land Registry account key number details inserted in the form. The Council will arrange for the AN1s (or any replacement of this form) to be registered at the Land Registry and the Owners will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owners from the Land Registry
- 11.3 The Council will upon receipt of a written request of the Owners or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.
- 11.4 The costs of registration and cancellation pursuant to clauses 11.3 above shall be met by the Owners if requested by the Council.

12. NON-PROHIBITION OF DEVELOPMENT

- 12.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted whether or not on appeal after the date of this Agreement

13. THE CONTRACTS ACT

- 13.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the 1999 Act and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

14. COMMUNICATION

14.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

14.1.1 to the Council and addressed to the City Solicitor at the Council's address first above written,

14.1.2 to the Freehold Owner at their registered office address;

14.1.3 to the Owner at their registered office addresses and marked for the attention of "Legal Counsel".

15. FEES

15.1 The Owner shall pay forthwith to the Council its reasonable legal fees in respect of preparation, negotiation and completion of this Agreement

15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

16. COMPLETION

16.1 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

17. CHARGEES LIABILITY

17.1 The Chargee consents to this Agreement and acknowledges that this Agreement binds the site in which they hold legal interests. The Chargee, and any future chargee, shall only be liable for a breach of this Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.

18. WARRANTY AS TO TITLE

18.1 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 Obligation Land who has not been disclosed to the Council prior to the date hereof

19. THE FREEHOLD OWNER

19.1 The Freehold Owner joins this Agreement to consent to the terms of this Agreement but without liability save in the event that the Owner's interests in the Obligation Land are terminated or surrendered in which case the Freehold Owner shall be deemed to be the Owner under this Agreement for all purposes from the date that the Owner parts with its' interests in the Obligation Land (and no earlier)

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

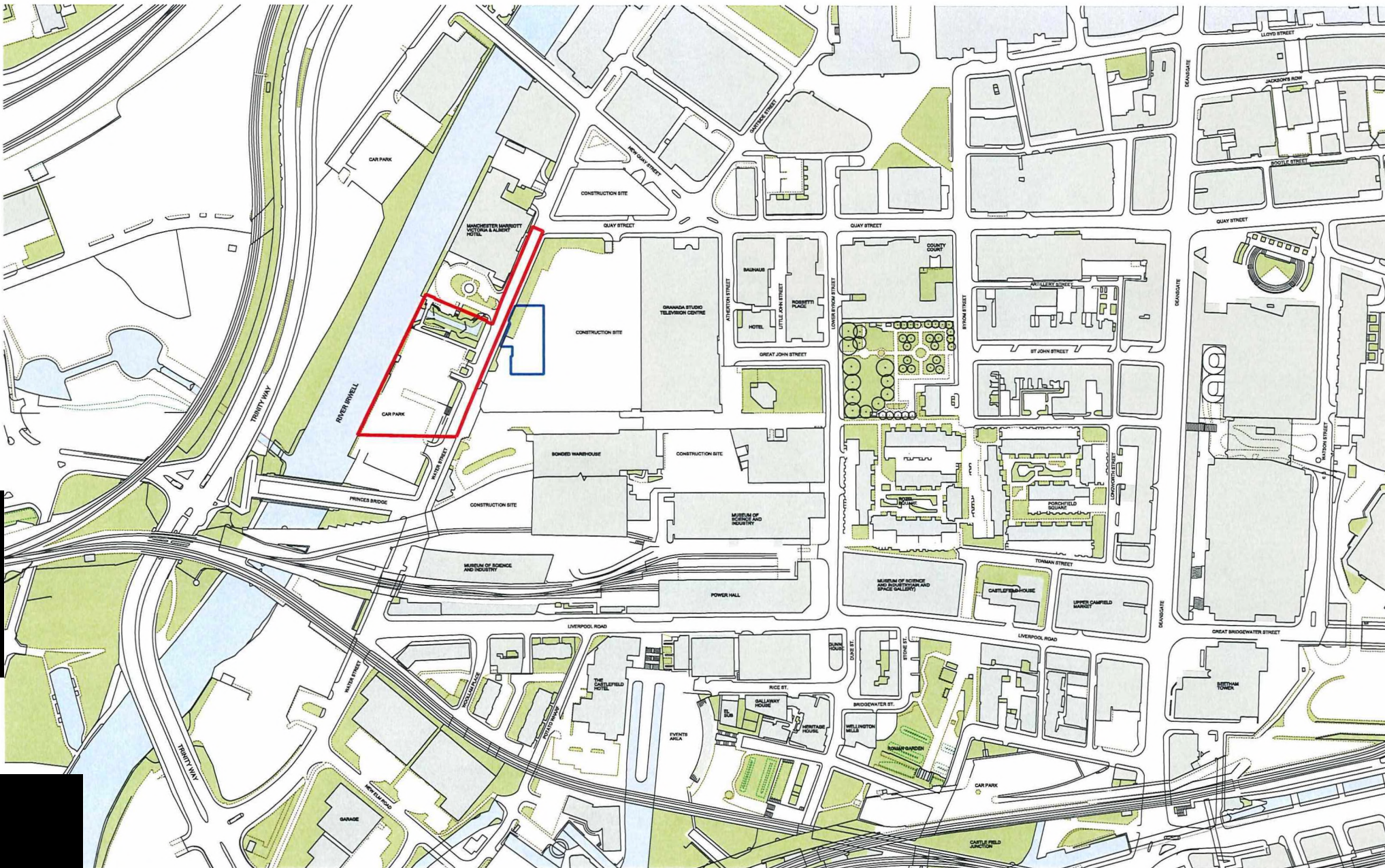
SCHEDULE 1

THE SITE

Land bound by Water Street to the east, the V&A Hotel to the North, the Bonded Warehouse and railway viaducts to the south, Manchester, shown for the purposes of identification only edged red on the Site Plan

OBLIGATION LAND

Land forming part of the Site shown for the purposes of identification only edged red on the Obligation Land Plans numbered SJ-800A and SJ-800B



For reasons for loss
of information

KEY
 RED LINE APPLICATION BOUNDARY
 OWNERSHIP BOUNDARY

Consent fees
 Do not waste from drawing. Use marked dimensions.
 To be used in conjunction with all other Consultant's drawings.
 The Applicant to be immediately notified of any discrepancies.
 Copyright on this drawing retained by the Architect.

Scale / North Point
 1:2500 @ A1
 0 10 20 30 40 50m
 1:1250 @ A1
 0 10 20 30 40 50m



**DENTON
CORKER
MARSHALL**

Architect
 Denton Corker Marshall LLP
 3.04 The Finesse 1 Philip Street
 London EC2A 4PS
 Telephone 020 7825 2020
 Email info@dentoncorkermarshall.co.uk

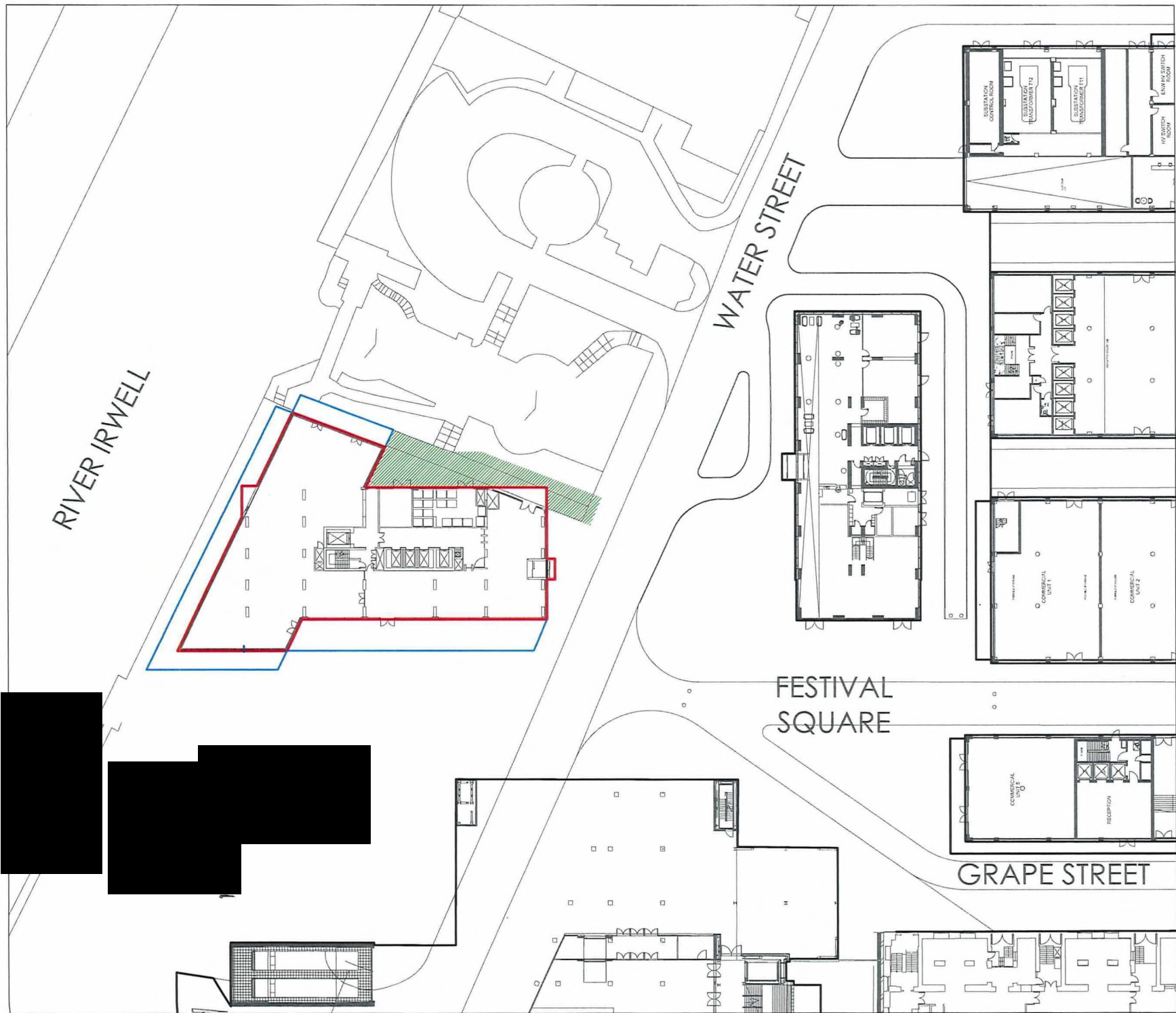
Project Title
 UNION, ST. JOHNS
 VITA T2

Client
 VITA
 The Site, Horseshoe Lane
 Jersey City, NJ 07310
 Telephone
 Email info@vita-property.com

Drawing Title
 EXISTING LOCATION PLAN

Drawing Number
 6555-P-B500-XP-00-001
 Drawing Date
 PLANNING

Revision
 A

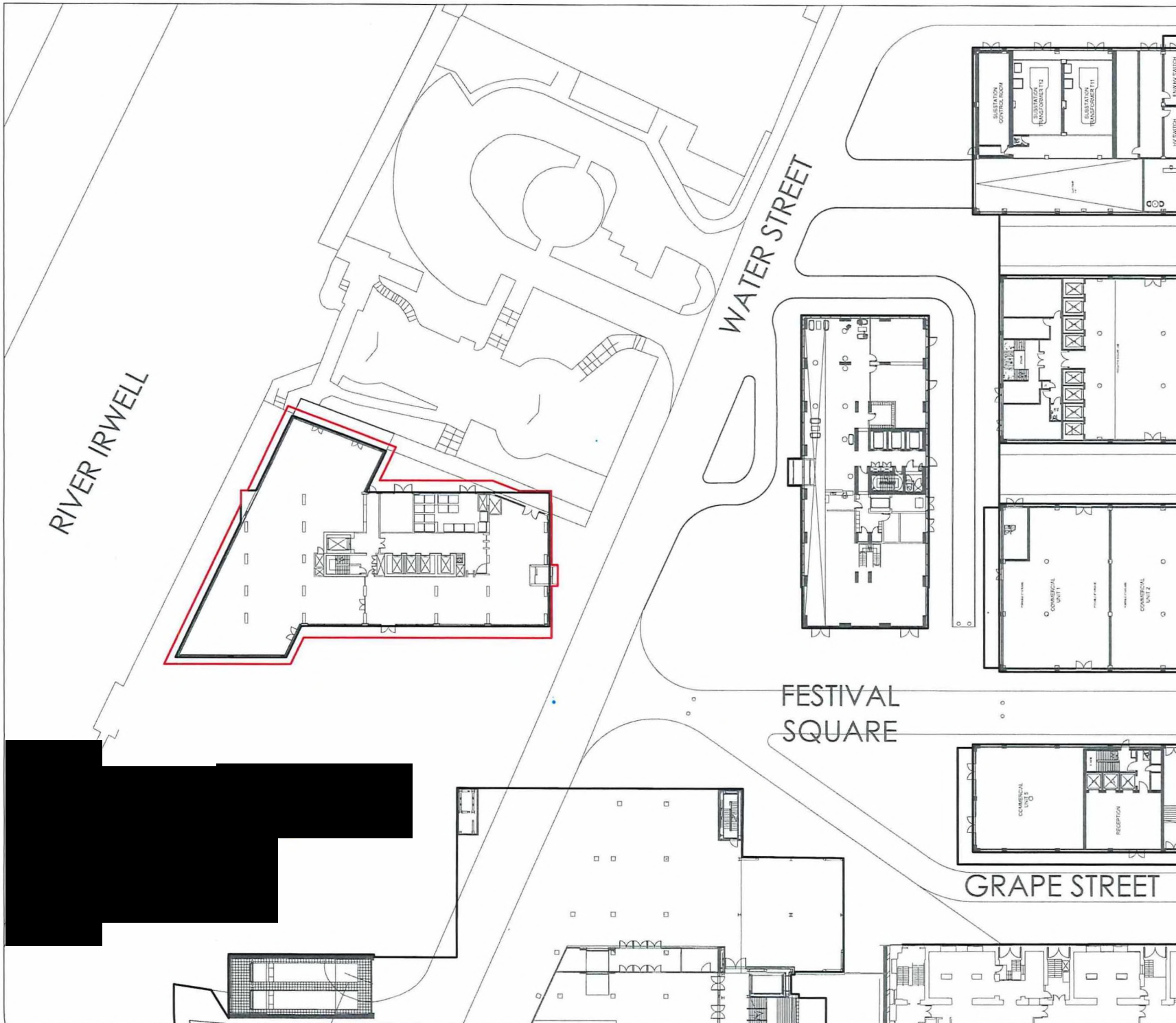


KEY

- PLOT BOUNDARY ABOVE GROUND
- OUTSIDE SEATING AREA
- SERVICE ROAD



	REVISION	ISSUE DATE
	C	03.11.2020
	B	22.10.2020
	A	05.10.2020
DWG No.	SJ-800A	
PROJECT	T2	
DRAWING	Plot Boundary	
SCALE	1:500@A3	
DATE	25/09/2020	



KEY

PLOT BOUNDARY
BELOW GROUND



	REVISION	ISSUE DATE
	1	1
	2	2
DWG No.	SJ-800B	
PROJECT	T2	
DRAWING	Plot Boundary	
SCALE	1:500@A3	
DATE	04/11/2020	

SCHEDULE 2

THE OWNER GENERAL COVENANTS

1. THE OWNERS' GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

- 1.1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development.

2. PREVIOUS PAYMENTS

- 2.1 The Council and the Owner acknowledge that the sum of £11,336.00 defined as the Management Fee under the November 2021 Section 106 Agreement was paid by the Owner to the Council and it is agreed that such sum already paid by the Owner will be applied as the Management Fee payable under this Agreement such that no further Management Fee is payable

SCHEDULE 3

DISCOUNTED ROOMS

1. GENERAL PROVISIONS

The Owner covenants that unless otherwise agreed in writing by the Council.

- 1.1 10% of the Development Bedrooms (62 in number) will be let and continue to be let as Discounted Rooms at a level of Discounted Rent in accordance with the provisions of this Schedule 3.
- 1.2 The Discounted Rooms will only be available to Qualifying Persons who meet the following criteria:
 - 1.2.1 individual tenants on annual incomes of, or less than, the Baseline Salary, and
 - 1.2.2 individual tenants renting of their own accord(together, referred to henceforth as the “**Eligibility Criteria**”).

2. AFFORDABILITY FORMULA

- 2.1 It is agreed that the following Affordability Formula shall apply for the purpose of determining the level of the Discounted Rent to be levied for an Discounted Room
$$(A \times B \times C) / 12 = \text{maximum monthly rental level}$$
Where:
 - A = Baseline Salary or any other amount where agreed in writing with the Council;
 - B = 80%, reflecting salaries at 20% below local market average; and
 - C = 30%, reflecting the proportion of gross income required for accommodation in-line with Manchester City Council’s Housing Strategy 2016-2021.
- 2.2 It is agreed that the Affordability Formula shall be applied exclusive of utility bills and Council Tax

3. ALLOCATION PROCESS

- 3.1 Prior to the grant of any letting in respect of a Discounted Room to a Qualifying Person:
 - 3.1.1 any such Qualifying Person will be required to provide details of their employer(s), their proof of identity and annual income, which will be used to ascertain their eligibility (the “**Qualifying Person Verification Information**”), and
 - 3.1.2 The Owners will verify the Qualifying Person Verification Information and assess such information against the Eligibility Criteria to determine whether the individual is a Qualifying Person.
- 3.2 Notwithstanding the provisions at paragraphs 1, 2 and 3 of this Schedule 3 if, following a sustained marketing period of at least six months, any of the Discounted Rooms remain

vacant the Owners may let to, and allow persons who are not Qualifying Persons to Occupy, any Discounted Room at a market rent.

4. PROVISION OF DISCOUNTED ROOMS

- 4 1 Within twelve months (12) months of Commencement of Development to submit to the Council for written approval the Management and Tenure Plan
- 4 2 No Discounted Room shall be Occupied until the Management and Tenure Plan has been approved in writing by the Council.
- 4 3 Following the Council's approval of the Management and Tenure Plan and for as long as Discounted Rooms are Occupied to implement the Management and Tenure Plan (including any variation thereto agreed in writing by the Council pursuant to paragraph 4.4 below):
- 4 4 The Owner and the Council may amend the Management and Tenure Plan at any time by agreement in writing (both parties acting reasonably and without delay)

SCHEDULE 4

STUDENTS

1. GENERAL PROVISIONS

The Owner covenants with the Council as follows:

- 1.1 The Owner shall not permit the Development Bedrooms or the Studio Units to be Occupied by Students for the duration of their use

SCHEDULE 5

WASTE MANAGEMENT

1. WASTE MANAGEMENT REQUIREMENTS

The Owner covenant with the Council as follows

- 1.1 Prior to Occupation the Owner will either
 - 1 1.1 enter into an agreement with a waste management company at the sole cost of the Owner for the collection of all waste at the Development in respect of the Commercial Units twice per week (or at an appropriate level to meet demand in the Owners' reasonable opinion), OR
 - 1 1.2 include relevant drafting into occupational leases requiring the tenants of the Commercial Units to arrange and / or pay for the waste management with regard to any specific area of the Development secured by any such lease demise as the case may be, OR
 - 1 1 3 include relevant drafting into occupational leases requiring the tenants of the Commercial Units to pay a service charge to the Owner in respect of waste management with regard to any specific area of the Development secured by any such lease demise as the case may be.
- 1.2 In respect of any waste management agreement entered into pursuant to paragraph 1.1 of this Schedule the Owner will use reasonable endeavours to procure that the waste management company will administer the relevant commercial arrangements
- 1 3 Should any waste management agreement be entered into pursuant to paragraph 1.1 of this Schedule, the Development will then at all times be operated in accordance with this waste management agreement (as amended, varied or supplemented from time to time), unless otherwise agreed in writing with the Council.

SCHEDULE 6

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1.2 To issue the Planning Permission within 2 Working Days of the date hereof

**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



01119707

EXECUTED as a DEED by

MANCHESTER QUAYS RIVERSIDE LIMITED

Acting by a director in the presence of:

Witness:

Name: Name: Sophie Pickett
Address: c/o Allied London, Suite
1, Bonded Warehouse, 18 Lower
Byrom St., Manchester, M3 4AP
Occupation: Solicitor

EXECUTED as a DEED by

VITA LIVING T2 LIMITED

Acting by a director in the presence of:

Witness

Name. AMANDA O'CONNELL

Address

Executed as a deed by)
CAIN)
INTERNATIONAL)
AGENT LIMITED acting)
by two directors:)
)
)

Director:

Director: