DATED 21st October 2022

(1) THE COUNCIL OF THE CITY OF MANCHESTER

(2) BLACKLEY DEVELOPMENTS LIMITED

(3) BRIDGING FINANCE LIMITED

(4) TOGETHER COMMERCIAL FINANCE LIMITED

(5) LAGAN AVIATION & INFRASTRUCTURE LIMITED and CLONROSE DEVELOPMENTS LIMITED

DEED OF VARIATION

pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 relating to land to the south of Blackley New Road, Manchester

DAVIDSON McDONNELL

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THIS DEED is dated 21st October 2022

PARTIES

(1) THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Albert Square, Manchester (the "**Council**" which expression shall include any successor authority of the Council);

(2) BLACKLEY DEVELOPMENTS LIMITED incorporated and registered in England and Wales with company number 09811581 whose registered office is at 83 Ducie Street, Manchester M1 2JQ (the "**Owner**" which expression shall include the successors in title and assigns of the Owner);

(3) BRIDGING FINANCE LIMITED incorporated and registered in England and Wales with company number 03166982 whose registered office is at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW (the "**First Mortgagee**" which expression shall include the successors in title and assigns of the First Mortgagee);

(4) TOGETHER COMMERCIAL FINANCE LIMITED incorporated and registered in England and Wales with company number 02058813 whose registered office is at Lake View, Lakeside, Cheadle, Cheshire SK8 3GW (the "**Second Mortgagee**" which expression shall include the successors in title and assigns of the Second Mortgagee); and

(5) LAGAN AVIATION & INFRASTRUCTURE LIMITED incorporated and registered in Northern Ireland with company number NI627818 whose registered office is at Rosemount House 21-23, Sydenham Road, Belfast BT3 9HA and CLONROSE DEVELOPMENTS LIMITED incorporated and registered in Northern Ireland with company number NI630947 whose registered office is at Rosemount House, Sydenham Road, Belfast BT3 9HA (together the "**Third Mortgagee**" which expression shall include the successors in title and assigns of the Third Mortgagee).

BACKGROUND

(A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (the "**Act**") for the area in which the Land is situated and by whom the obligations in this deed (the "**Deed**") are enforceable.

(B) The Owner is the registered proprietor with title absolute of the freehold interest in the Land registered under title number GM529902 at the Land Registry.

(C) On 3 March 2022 the Council (1) the Owner (2) the First Mortgagee (3) the Second Mortgagee (4) and the Third Mortgagee (5) entered into an agreement under section 106 of the Act (the "**Planning Agreement**").

(D) The First Mortgagee is interested in the Land by virtue of a registered charge dated 23 October 2015 (the "**Bridging Finance Limited Registered Charge**") registered against title number GM529902 at the Land Registry.

(E) The Second Mortgagee is interested in the Land by virtue of two legal charges both dated 22 December 2017 one of which has been registered at the Land Registry against title number GM529902 (the "**Together Commercial Finance Limited Charges**").

(F) The Third Mortgagee is interested in the Land by virtue of a registered charge dated 9 July 2021 registered against title number GM529902 at the Land Registry (the "**LAIL and CDL Charge**").

(G) The Council has granted the Planning Permissions (as defined in the Planning Agreement).

(H) Clause 23 of the Planning Agreement releases owners of the Land from the planning obligations contained in the Planning Agreement on disposal of their interest in the Land without prejudice to their continuing liability for any subsisting breach at the time of their disposal. The Council is satisfied in respect of the planning obligations entered into in the Planning Agreement that as at the date of this Deed there are no subsisting breaches of those planning obligations.

(I) The Council and the Owner have agreed that amendments to the Planning Agreement are necessary to reflect the true intention of the parties at the time the Planning Agreement was entered into and have therefore agreed to enter into this Deed. The Mortgagees have agreed to enter into this Deed in accordance with the provisions herein.

AGREED TERMS

1. INTERPRETATION

In this Deed the words and expressions and phrases shall, unless the context requires (or otherwise defined in this Deed), 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 Land 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.

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 set out in Schedule 1.

5. COUNCIL'S COSTS

The Owner covenants to pay to 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 up to a maximum of £542.50 (five hundred and forty two pounds and fifty pence) plus the £40.00 referred to at clause 10.1.2 below.

6. LOCAL LAND CHARGE

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

7. MISCELLANEOUS

7.1 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.

7.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.

7.3 The First Mortgagee, Second Mortgagee and Third Mortgagee consent to this Deed being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, their interests in the Land will be bound by the terms of the Planning Agreement, as varied by this Deed, as if the Planning Agreement had been executed and registered as a local land charge before the execution of the Bridging Finance Limited Registered Charge, the Together Commercial Finance Limited Charges and the LAIL and CDL Charge.

7.4 Notwithstanding clause 7.3 the First Mortgagee, Second Mortgagee or Third Mortgagee will not incur any liability for any breach of the obligations contained in the Planning Agreement, as varied by this Deed, unless and until they become a mortgagee in possession of the Land or any part thereof.

7.5 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 quoting reference 104435/OO/2013/N1:

Planning Department, Manchester City Council, PO Box 532, Town Hall, Manchester M60 2LA.

8. THIRD PARTIES

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.

9. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

10. RESTRICTION

10.1 The Owner covenants with the Council:

10.1.1 that prior to or upon completion of this Deed the Owner shall provide the Council with a completed Land Registry Form RX1 (or any subsequent revisions amendments or replacements of the same) or a letter of consent on the letterhead of the Owner signed by the Owner and in the form set out in Schedule 2 of this Deed and thereby authorising the Council to register a restriction in standard form L at the Land Registry in respect of the Owner's title comprised in the Land in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be completed by registration without a certificate signed by Manchester City Council, Town Hall, Albert Square,

Manchester, M60 2LA, that the provisions of the First Schedule of a s.106 Agreement dated 3 March 2022 made between (1) The Council of the City of Manchester (2) Blackley Developments Limited (3) Bridging Finance Limited (4) Together Commercial Finance Limited and (5) Lagan Aviation & Infrastructure Limited and Clonrose Developments Limited (as varied by a Deed of Variation dated [ ] 2022 made between the same parties) have been complied with or that they do not apply to the disposition."

The Council will insert the date of completion of this Deed into the section of the Form RX1 detailing the wording quoted above following completion.

10.1.2 to be responsible for the costs of registering the Form RX1 referred to in clause 10.1.1 immediately above (being £40.00) subject to the Council dealing with the relevant application to Land Registry.

10.2 The Council covenants with the Owner:

10.2.1 immediately following receipt of confirmation from the Land Registry that the restriction referred to at clause 10.1.1 of this Deed has been registered on the Owner's title to the Land, to procure that the earlier restriction that is to be placed on the Owner's title comprised in the Land following completion of Land Registry pending application reference N012SKS is withdrawn or removed so that there are not two restrictions on the Owner's title comprised in the Land relating to the Planning Agreement;

10.2.2 to be responsible for the costs (if any) of withdrawing or removing the restriction referred to in clause 10.2.1 immediately above and to deal with the relevant application(s) to the Land Registry; and

10.2.3 to promptly consider any request by the Owner for the relevant certificate required by the restriction set out at clause 10.1.1 above received following the completion of any disposition of the Land within a reasonable time following receipt of such a request from the Owner (which may be by email).

IN WITNESS whereof the parties hereto have executed this document as a Deed and delivered the day and year first before written.

SCHEDULE 1
Variations to the Planning Agreement

1. First Schedule, Paragraph 2.2(a)

"The construction of, management of and maintenance provisions relating to the temporary footpath that it will put in place on the site of the Footpath during the groundworks related to the construction of any Development including ~~*evidence confirming*~~ ***confirmation*** *that the* ***Owner shall not itself or through its agents prevent the*** *general public* ~~*shall have*~~ ***having*** *free and uninterrupted access to the temporary footpath pending the completion of the Footpath being provided in accordance with the Footpath Upgrade and Maintenance Scheme which details will include a requirement for notifying the Council in writing immediately the groundworks have been completed and to thereafter immediately proceed to implement and complete the upgrade of the Footpath as set out in the Footpath Upgrade and Maintenance Scheme with provision for the Council to be able to serve written notice on the Owner requiring it to immediately proceed to implement and complete the upgrade of the Footpath in accordance with the provisions of the Footpath Upgrade and Maintenance Scheme if the Council is satisfied that no further groundworks in connection with any Development will or is likely to take place; and"*

2. First Schedule, Paragraph 2.2(d)

"~~*Evidence confirming*~~ ***Confirmation*** *that the* ***Owner shall not itself or through its agents prevent or restrict the*** *general public* ~~*shall have free and uninterrupted access to*~~ ***accessing*** *the Footpath* ***at any time save for any restrictions agreed in advance by the Council in writing (except in the case of emergency) as part of the maintenance provisions contains in the Footpath Upgrade and Maintenance Scheme*** *in accordance with the provisions of paragraph 2.4(a) below including the* ~~*right*~~ ***Owner allowing the general public*** *to park vehicles free of charge in a suitable parking facility adjacent to the Footpath"*

3. First Schedule, Paragraph 2.4

"~~*To immediately following receipt*~~ ***(a) that from the date*** *of the confirmation in writing from the Council detailed in subparagraph 2.3(ii) of this Schedule*~~*: (a)*~~ *, subject to the requirements of the Ecological Mitigation Strategy* ~~*allow*~~ ***, the Owner shall not itself or through its agents prevent or restrict the pedestrian access of*** *the general public* ~~*to have pedestrian access*~~ *to and along the Footpath forever thereafter* ~~*unrestricted*~~ *save for any restrictions agreed in advance by the Council in writing (except in the case of emergency) as part of the maintenance provisions contained in the Footpath Upgrade and Maintenance Scheme; and*

(b) not to transfer or grant any legal estate in the Footpath without first having obtained the written consent of the Council to such transfer."

4. First Schedule, Paragraph 5.1

"prior to any further above ground construction as part of any of the Developments beyond that detailed in the Technical Note to have in place the Delivery Mechanism and not to allow or permit any further above ground construction as part of any of the Developments beyond that detailed in the Technical Note until those parts of the Delivery Mechanism that are required to be implemented and complied with prior to any further above ground construction beyond that detailed in the Technical Note are being implemented and complied with in accordance with the provisions contained in

the Delivery Mechanism and in any event within ~~***6 (six)***~~ ***18 (eighteen)*** *months of the date of this Agreement to have in place the Delivery Mechanism and IT IS AGREED THAT within 30 Working Days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 30 Working Day period) of the Council receiving from the Owner the submitted proposed Delivery Mechanism the Council will either notify the Owner in writing of its Approval or will acting reasonably provide in writing its proposed amendments to the Delivery Mechanism pursuant to which the Owner shall acting reasonably submit a revised proposed Delivery Mechanism incorporating those amendments as are reasonable and accepted PROVIDED THAT if agreement cannot be reached between the Council and the Owner in relation to the proposed Delivery Mechanism within 40 Working Days of the date of its submission to the Council (or such other period of time that may be agreed) then the provisions of clauses 21 and 22 of this Agreement relating to expert determination can be invoked by any Party in relation to only those matters that are in dispute; and"*

SCHEDULE 2
Form of Letter of Consent

Manchester City Council
Legal Services
PO Box 532
Town Hall
Manchester
M60 2LA

2022

Dear Sirs

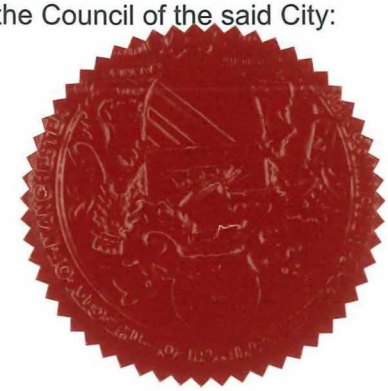
Letter of consent: registration of agreed restriction

Blackley Developments Limited (Co. Regn. No. 09811581) being the registered proprietor of title number GM529902 (the "**Title**") hereby consents to the registration of an agreed restriction by Manchester City Council against the Title in respect of an deed of variation under section 106A and section 106 of the Town and Country Planning Act 1990 dated
2022.

Yours faithfully,

_____
Ian Coulter (Director)
for and on behalf of
BLACKLEY DEVELOPMENTS LIMITED

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:



01117654

[redacted]

Authorised Signatory

[redacted]

Director

Executed as a deed by
BLACKLEY DEVELOPMENTS LIMITED
acting by a director,
in the presence of:

[redacted]

Witness Signature

Witness Name: JUDITH MORTON

Witness Occupation: P.A.

Witness Address: 21-23 SYDENHAM ROAD
BELFAST
BT3 9HA

Executed as a deed by
BRIDGING FINANCE LIMITED
acting by a director,
in the presence of:

[redacted]

[redacted]

ATTORNEY

Witness Signature

Witness Name: Joana Moroney

Witness Occupation: Lake View
Lakeside
Cheadle

Witness Address: SK8 3GW

POST COMPLETIONS EXECUTIVE

Executed as a deed by
TOGETHER COMMERCIAL FINANCE LIMITED
acting by a director,
in the presence of:

[redacted]

[redacted]

ATTORNEY

Witness Signature

Witness Name: Joana Moroney

Witness Occupation: Lake View
Lakeside
Cheadle

Witness Address: SK8 3GW

POST COMPLETIONS EXECUTIVE

Executed as a deed by
LAGAN AVIATION & INFRASTRUCTURE LIMITED
acting by a director,
in the presence of:

[redacted]

Director

[redacted]

.....
Witness Signature

Witness Name: ALLISON MURRAY

Witness Occupation: PERSONAL ASSISTANT

Witness Address: c/o 21-23 SYDENHAM RD.
BELFAST
BT3 9HA

Executed as a deed by
CLONROSE DEVELOPMENTS LIMITED
acting by a director,
in the presence of:

[redacted]

Director

[redacted]

Witness Signature

Witness Name: ALLISON MURRAY

Witness Occupation: PERSONAL ASSISTANT

Witness Address: c/o 21-23 SYDENHAM ROAD
BELFAST BT3 9HA