

DATED 23rd March 2026

THE COUNCIL OF THE CITY OF MANCHESTER

-and-

LANDCARE (EAST MANCHESTER) LTD

-and-

EQUANS SERVICES LIMITED

SECOND DEED OF VARIATION

**relating to a Section 106 Agreement dated 10
November 2020 at Land at Coleshill Street,
Miles Platting, Manchester, M40 8HH and made
pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended) as
varied by a deed of variation dated 5 April 2022)**

THIS DEED is made the 23rd day of March 2026

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
2. **LANDCARE (EAST MANCHESTER) LTD** (incorporated in England with company number 09277141) whose registered office is at One St Peter’s Square, Manchester, M2 3DE (“**Owner**”); and
3. **EQUANS SERVICES LIMITED** (incorporated in England with company number 00598379) whose registered office is at First Floor, Neon Q10 Quorum Business Park, Benton Lane, Newcastle Upon Tyne, England, NE12 8BU (“**Mortgagee**”);

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 The Owner is the freehold owner of part of the Site registered at the Land Registry under title numbers GM639361 and GM899349 and the leasehold owner of part of the Site registered at the Land Registry under title number GM654337.
- C On 10 November 2020 the Owner entered into the Original Agreement. The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted.
- D The Mortgagee has a registered charge dated 20 May 2019 affecting title numbers GM639361, GM654337 and GM899349.
- E On 5 April 2022, the Council, the Owner and the Mortgagee entered into the First Deed of Variation.
- F The parties hereto have agreed to further vary the terms of the Original Agreement (as varied by the First Deed of Variation) 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 and the First Deed of Variation 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 (as varied by the First Deed of Variation);

“First Deed of Variation” means the deed of variation dated 5 April 2022 and made between The Council of the City of Manchester (1), Landcare (East Manchester) Ltd (2) and Equans Services Limited (3).

2. OPERATIVE PROVISIONS

- 2.1. The parties to this Deed agree that the Original Agreement (as varied by the First Deed of Variation) shall be varied as set out in clause 4 of this Deed.
- 2.2. Save as varied by this Deed the Original Agreement (as varied by the First Deed of Variation) 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. The Owner will, within 5 Working Days of the date of this Deed, apply to the Land Registry to register a copy of this Deed against title numbers GM639361, GM899349 and GM654337 and will provide the Council with a copy of the application. As soon as reasonably practicable following receipt, the Owner will supply the Council with copies of the updated registers of title.
- 2.5. The provisions of this Deed shall take effect upon the date of this Deed.

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 (AS VARIED BY THE FIRST DEED OF VARIATION)

- 4.1 The definition of **“Second Calculation Date”** within clause 1.1 of the Original Agreement shall be deleted and replaced with the following:

“**Second Calculation Date**” shall be upon first Occupation of the Development”

5. COUNCIL’S COSTS

The Owner 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.

6. MISCELLANEOUS

6.1 The Mortgagee consents to this Deed being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, their interest in the Site will be bound by the terms of the Original Agreement (as varied by the First Deed of Variation), as varied by this Deed, as if the Original Agreement (as varied by the First Deed of Variation) had been executed and registered as a local land charge before the execution of their registered charge.

6.2 Notwithstanding clause 6.1, neither the Mortgagee nor any future mortgagee will incur any liability for any breach of the obligations contained in the Original Agreement (as varied by the First Deed of Variation), as varied by this Deed, unless and until they become a mortgagee in possession of the Site or any part thereof.

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

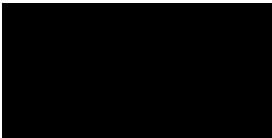
9.1 to the Council addressed to the Director at the Council's address first above written; and

9.2 to the Owner and the Mortgagee at their last known address.

IN WITNESS whereof the Council, the Owner and the Mortgagee have executed this Deed on the date first above written.

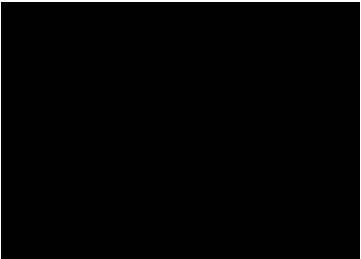
THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:

Authorised Signatory



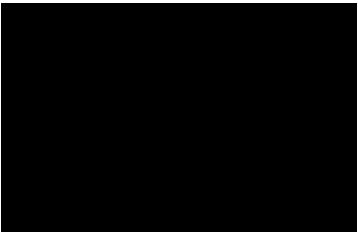
EXECUTED as a DEED by
LANDCARE (EAST MANCHESTER) LTD
acting by:

Director :
Director :



EXECUTED as a DEED by)
EQUANS SERVICES LIMITED)
acting by:)

Director :
Director/ Secretary :



Certificate Of Completion

Envelope Id: 2AF10D50-B98B-4CB7-9146-02908F718CD4		Status: Completed
Subject: Complete with Docusign: Section 106 Second Deed of Variation [DPS:NU:PLA001/84208:B]		
File Number: [DPS:NU:PLA001/84208:B]		
Document Name: Section 106 Second Deed of Variation Coleshill Street, Miles Platting, Manchester, M40 8HH		
Fee Earner Name: Stephanie Walne		
Source Envelope:		
Document Pages: 5	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 0	Stephanie Walne
AutoNav: Enabled	Seal: 1	Legal Services, P0 Box 532
Envelopeld Stamping: Enabled		Town Hall
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London		Manchester, London M60 2LA
		IP Address: 91.235.65.20

Record Tracking

Status: Original	Holder: Stephanie Walne	Location: DocuSign
16-Mar-26 13:36	Stephanie.Walne@manchester.gov.uk	

Signer Events	Signature	Timestamp
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John Lewsley		Sent: 16-Mar-26 14:04
		Viewed: 16-Mar-26 14:10
Security Level: Email, Account Authentication (None)		Signed: 16-Mar-26 14:10
	Signature Adoption: Pre-selected Style	

Electronic Record and Signature Disclosure:
Accepted: 16-Mar-26 | 14:10
ID: a92f5277-5258-492e-af9b-b6a44e599f9d

Michelle Mcfarlane		Sent: 16-Mar-26 14:04
		Viewed: 16-Mar-26 14:13
Director		Signed: 16-Mar-26 14:14
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	

Electronic Record and Signature Disclosure:
Accepted: 16-Mar-26 | 14:13
ID: af6f904a-eae5-4d2b-8ea7-9273db86004d

Colin Macpherson		Sent: 16-Mar-26 14:14
		Viewed: 20-Mar-26 12:53
Director		Signed: 20-Mar-26 12:53
EQUANS UK	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Accepted: 20-Mar-26 | 12:53
ID: 5a58fa31-0218-4eb8-a6a9-6f18ed8e41f7

Signer Events	Signature	Timestamp
Pieter Moens [Redacted] Company secretary Industrial Energy Services Limited Security Level: Email, Account Authentication (None)	[Redacted] Signature Adoption: Drawn on Device [Redacted]	Sent: 20-Mar-26 12:53 Viewed: 23-Mar-26 10:26 Signed: 23-Mar-26 10:26
Electronic Record and Signature Disclosure: Accepted: 23-Mar-26 10:26 ID: a7adcd66-1932-4b0d-b528-6051476752c6		
Gaynor Corfe [Redacted] Head of Regeneration Signing Group: Authorised Signatories Security Level: Email, Account Authentication (None), Logged in	[Redacted] Signature Adoption: Uploaded Signature Image [Redacted]	Sent: 23-Mar-26 10:26 Viewed: 23-Mar-26 10:31 Signed: 23-Mar-26 10:32
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Stephanie Walne [Redacted] Security Level: Email, Account Authentication (None)	Completed [Redacted]	Sent: 23-Mar-26 10:32 Viewed: 23-Mar-26 10:33 Signed: 23-Mar-26 13:05
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Seal Events	Timestamp
Seal Name: Manchester City Council Legal Services Security Level: Digital Certificate	Completed Sent: 23-Mar-26 10:26 Sealed: 23-Mar-26 10:26
Signature Provider Details: Signature Type: DocuSign Protect & Sign (Client ID: DDE5E85D-4085-40B6-8785-DA3CCD16D81E) Issuer: DocuSign Sealing CA - G2 Subject: CN=Manchester City Council Legal Services	
Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.22234.2.14.3.43 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.fr/societe/politiques-de-certifications	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Mark Gaffney [Redacted] Security Level: Email, Account Authentication (None), Login with SSO	VIEWED [Redacted]	Sent: 16-Mar-26 14:03 Viewed: 16-Mar-26 14:04
Electronic Record and Signature Disclosure:		

Certified Delivery Events	Status	Timestamp
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Accepted: 16-Mar-26 | 14:04
ID: 3827a451-0571-4204-9e97-fd514f2db2f7

Stephanie Walne
[Redacted]



Sent: 20-Mar-26 | 12:53
Viewed: 20-Mar-26 | 13:50

Security Level: Email, Account Authentication
(None)

Using IP Address: 91.235.65.213

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	16-Mar-26 14:03
Certified Delivered	Security Checked	23-Mar-26 10:33
Signing Complete	Security Checked	23-Mar-26 13:05
Completed	Security Checked	23-Mar-26 13:05

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Manchester City Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ryan.mcnichol@manchester.gov.uk

To advise Manchester City Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ryan.mcnichol@manchester.gov.uk and in the body of such request you must state:

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ryan.mcnichol@manchester.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ryan.mcnichol@manchester.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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