

DATE: 10th June 2026

**THE SECOND SUPPLEMENTAL AGREEMENT AND DEED OF VARIATION
PURSUANT TO SECTION 106 AND SECTION 106A OF THE TOWN AND COUNTRY
PLANNING ACT 1990
RELATING TO UNION CO-LIVING APARTMENTS, TOWER 1, MANCHESTER M3
4JQ**

Between

THE COUNCIL OF THE CITY OF MANCHESTER

and

VITA LIVING T1 LIMITED

and

MANCHESTER QUAYS LIMITED

and

ST JOHN'S ESTATE LIMITED

and

CAIN INTERNATIONAL AGENT LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
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THIS SUPPLEMENTAL AGREEMENT is made the 10th day of June 2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (the “**Council**”); and
- (2) **VITA LIVING T1 LIMITED** (incorporated and registered in England under company registration number 11928326) of Horseshoe Farm, Elkington Way, Alderley Edge, England SK9 7GU formerly known as Union Living Manchester 1 Limited (the “**Owner**”);
- (3) **MANCHESTER QUAYS LIMITED** (incorporated and registered in England under company registration number 08611587) care of Allied London, Suite 1, Bonded Warehouse, 18 Lower Byrom Street, Manchester, Greater Manchester, England, M3 4AP (the “**Freehold Owner**”);
- (4) **ST JOHN’S ESTATE LIMITED** (incorporated and registered in England under company registration number 16183089) of Suite 1, Bonded Warehouse, 18 Lower Byrom Street, Manchester, United Kingdom, M3 4AP (the “**Incoming Freehold Owner**”).
- (5) **CAIN INTERNATIONAL AGENT LIMITED** (incorporated and registered in England under company registration number 10929941) of 72 Welbeck Street, London, England, W1G 0AY (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 has been carried out on the Site and is operational.
- (B) The Owner is interested as leasehold owner in part of the Site which is registered at the Land Registry under title number MAN345883. The Chargee has the benefit of a registered charge over the Owner’s title.
- (C) The Freehold Owner is interested as freehold owner in part of the Site which is registered at the Land Registry under title number GM844976.
- (D) The Freehold Owner has entered into a transfer of the freehold of the Site dated 6 October 2025 in favour of the Incoming Freehold Owner which transfer is pending registration at the Land Registry.
- (E) Since the date of the Principal Agreement and the Supplemental Agreement Cain International Agent Limited has replaced Together Commercial Finance Limited as the chargee having the benefit of a registered charge over the Owner’s title and accordingly is a party to this Second Supplemental Agreement in place of Together Commercial Finance Limited.
- (F) The parties have agreed that the provisions of the Principal Agreement (as amended by the Supplemental Agreement) shall apply to any development carried out pursuant to the Planning Permission subject to the variations set out in Clause 3 hereto:

1. DEFINITIONS AND INTERPRETATION

In this Second Supplemental Agreement wherever the context so admits the definitions and expressions set out in the Principal Agreement shall continue to apply to this Second Supplemental Agreement with the additions below:

1.1 Definitions

the “**Second Supplemental Agreement**” means this supplemental agreement entered into pursuant to Sections 106 and 106A of the Town and Country planning Act 1990 (as amended) between (1) the Council of the City of Manchester; (2) Vita Living T1 Limited; (3) Manchester Quays Limited; and (4) St John’s Estate Limited; and (5) Cain International Agent Limited.

1.2 Interpretation

- 1.2.1 This Second Supplemental Agreement is supplemental to and amends the Principal Agreement in the manner appearing at Clause 3.
- 1.2.2 The clause headings do not affect this interpretation.
- 1.2.3 The expressions the “**Council**” and the “**Owner(s)**” shall include their successors in title and assigns and any person(s) or body corporate deriving title through or under them.
- 1.2.4 Words importing the masculine gender only shall include all other genders and vice versa.
- 1.2.5 Words importing the singular shall include the plural and vice versa.
- 1.2.6 Words importing persons shall include companies and corporations and vice versa.
- 1.2.7 Where any party consists of two or more persons companies or corporations the Second Supplemental Agreement expressed to be made by that party and the conditions and provisions contained in this Second Supplemental Agreement shall be deemed to have been made jointly and severally by the persons named as that party.
- 1.2.8 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 Second Supplemental 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.
- 1.2.9 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.
- 1.2.10 The clause and paragraph headings herein are for ease of reference only and shall not affect the interpretation of this Second Supplemental Agreement.

- 1.2.11 To the extent that there is any conflict between the provisions of the Principal Agreement and this Second Supplemental Agreement then the provisions of this Second Supplemental Agreement shall prevail.
- 1.2.12 **“Including”** means **“including, without limitation”**.
- 1.2.13 Any covenant by the Owner 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.
- 1.2.14 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Supplemental Agreement is to be unaffected.
- 1.2.15 For the avoidance of doubt, any reference to Planning Permission in the Principal Agreement and the Supplemental Agreement shall be construed as a reference to ‘Planning Permission’ as amended by this Second Supplemental Agreement.

2. **PLANNING OBLIGATION**

- 2.1 This agreement is made pursuant to sections 106 and 106A 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 and 106A or such other enabling powers against the Owner.

3. **VARIATIONS TO THE PRINCIPAL AGREEMENT**

- 3.1 The parties to this Second Supplemental Agreement agree that from the date hereof the following additions and variations shall be made to the Principal Agreement (as amended by the Supplemental Agreement):

3.2 ***Development Bedrooms***

- 3.2.1 The definition of "*Development Bedrooms*" shall be amended to read as follows:

- (1) *“means the total number of bedrooms at the Development (excluding the Studio Units), which for the avoidance of doubt totals 690 in number.”*

3.3 ***Planning Permission***

- 3.3.1 The definition of "***Planning Permission***" shall be amended to read as follows:

- (1) *“means the planning permission granted pursuant to the Application on 15 July 2021 as amended by: i) non-material amendment with reference 131175/NMC/2021 dated 15 October 2021; ii) non-material amendment with reference 136508/NMC/2023 dated 9 June 2023; and iii) non-material amendment with reference 138043/NMC/2023 dated 30 October 2023.”*

3.4 ***STL Element/Short-Term Lets***

- 3.4.1 The definition of "*STL Element*" in clause 1.1 of the Principal Agreement (as amended by the Supplemental Agreement) is deleted in its entirety.

- 3.4.2 The definition of “*Short-Term Lets*” in clause 1.1 of the Principal Agreement (as amended by the Supplemental Agreement) is deleted in its entirety.
- 3.4.3 The following shall be added as a new paragraph 4.5 to Schedule 3 of the Principal Agreement (as amended by the Supplemental Agreement): “*For the avoidance of doubt the definition of “Studio Units” in clause 1.1 of the Principal Agreement (as amended by the Supplemental Agreement) is retained but it is agreed that the Studio Units are not subject to a distinct fixed-term letting regime (whether by way of a minimum or maximum term) and are to be managed and let in accordance with the Management and Tenure Plan.*”

4. GENERAL

- 4.1 No express or implied term of this Second Supplemental Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 4.2 This Second Supplemental Agreement shall be governed by and construed in accordance with English Law.
- 4.3 The terms conditions and provisions of the Principal Agreement as supplemented and varied by this Second Supplemental Agreement shall continue in full force and effect and shall be binding upon the Owner and their successors in title heirs and assigns.
- 4.4 Nothing contained or implied in this Second Supplemental Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Second Supplemental Agreement or the Principal Agreement (as amended by the Supplemental Agreement)
- 4.5 If any provision in this Second Supplemental Agreement shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Second Supplemental Agreement or the Principal Agreement (as amended by the Supplemental Agreement)
- 4.6 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants agreements obligations or restrictions contained in this Second Supplemental Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants agreements or obligations from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.7 Nothing in this Second Supplemental Agreement shall be construed as a grant of planning permission.

5. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

- 5.1 This Second Supplemental Agreement is a Local Land Charge and shall be registered as such by the Council.
- 5.2 For the purpose of noting this Second Supplemental Agreement on the titles of the Owner, the Freehold Owner and the Incoming Freehold Owner at the Land Registry the Owner 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 Owner's 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 Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry.

- 5.3 The Council will upon receipt of a written request of the Owner or its 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.
- 5.4 The costs of registration and cancellation pursuant to clauses 5.3 above shall be met by the Owner if requested by the Council.

6. FEES

- 6.1 The Owner shall pay forthwith to the Council its reasonable legal fees in respect of preparation, negotiation and completion of this Second Supplemental Agreement.
- 6.2 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 Second Supplemental Agreement or by statute or at common law.

7. COMPLETION

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

8. CHARGEES LIABILITY

- 8.1 The Chargee consents to the Principal Agreement, the Supplemental Agreement and this Second Supplemental Agreement and acknowledges that the Principal Agreement, the Supplemental Agreement and this Second Supplemental Agreement bind the Site in which they hold legal interests. The Chargee shall only be liable for a breach of the Principal Agreement, the Supplemental Agreement or this Second Supplemental Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach. The provisions of this clause 8 shall extend to and enure for the benefit of any future chargee or mortgagee of the Site or any part thereof from time to time as if such future chargee or mortgagee were named as a party to the Principal Agreement, the Supplemental Agreement and this Second Supplemental Agreement in place of the Chargee.

9. THE FREEHOLD OWNER

- 9.1 The Freehold Owner joins this Second Supplemental Agreement to consent to the terms of this Second Supplemental Agreement but without liability save in the event that the Owner's interests in the Site are terminated or surrendered in which case the Freehold Owner shall be

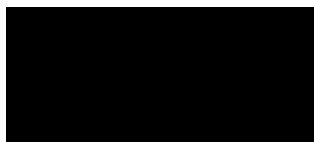
deemed to be the Owner under this Second Supplemental Agreement for all purposes from the date that the Owner parts with its interests in the Site (and no earlier).

10. THE INCOMING FREEHOLD OWNER

- 10.1 The Incoming Freehold Owner joins this Second Supplemental Agreement to consent to the terms of the Principal Agreement, the Supplemental Agreement and this Second Supplemental Agreement but without liability save in the event that the Owner's interests in the Site are terminated or surrendered in which case the Incoming Freehold Owner shall be deemed to be the Owner under the Principal Agreement, the Supplemental Agreement and this Second Supplemental Agreement for all purposes from the date that the Owner parts with its interests in the Site (and no earlier).

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

**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)
VITA LIVING T1 LIMITED)
on being signed by:)
.Gareth Saynor.....) Director
in the presence of:)

Signed by:
Signature of witness: [Redacted]

Name: .Peter Shipley.....

Address: [Redacted]

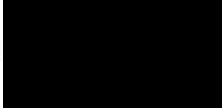
Occupation: Chartered Accountant

MANCHESTER QUAYS LIMITED



Acting by a director in the presence of:

Witness:



Name: Jane Harvey

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

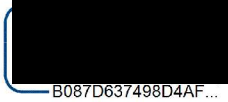
ST JOHN'S ESTATE LIMITED

DocuSigned by:



Acting by a director in the presence of:

Witness:



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Name: Jane Harvey

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

CAIN INTERNATIONAL AGENT LIMITED



Acting by a director in the presence of:

Witness:



Name: Ella Stanley

Address:  Welbeck Street,
London, W1G 0AY