DATED 2026

THE COUNCIL OF THE CITY OF MANCHESTER

and

THE GREATER MANCHESTER TRUST FOR RECREATION

and

KELLEN HOMES LIMITED

and

GREAT PLACES HOUSING ASSOCIATION

and

SIGMA PRS (MOUNT ROAD) LIMITED

and

BARCLAYS BANK PLC

SECOND DEED OF VARIATION

relating to Section 106 Agreement dated 19 September 2024 relating to Land at Mount Road, Gorton, Manchester and made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

THIS DEED is made the day of 2026

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the **"Council"**);

2. **THE GREATER MANCHESTER TRUST FOR RECREATION** (charity number 521234) whose registered office is at Partington Youth and Community Centre, Moss Lane, Partington, Greater Manchester, M31 4FA (the **"Charity"** and **"First Owner**");

3. **KELLEN HOMES LIMITED** (Company Registration No: 12807501) whose registered office is at 105 Dalton Avenue Birchwood Park, Warrington, United Kingdom, WA3 6YF (the **"Second Owner**").

4. **GREAT PLACES HOUSING ASSOCIATION** (a registered society under Registration No: 19564R) whose registered office is at 2A Derwent Avenue, Manchester, M21 7QP (the **"Third Owner"**)

5. **SIGMA PRS (MOUNT ROAD) LIMITED** (Company Registration No: 15524374**)** whose registered office is at Floor 3,1 St. Ann Street, Manchester, England, M2 7LR (the **"Fourth Owner"**)

6. **BARCLAYS BANK PLC** (Company Registration No:01026167) whose registered office is at 1 Churchill Place, London, E14 5HP (the **"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 First Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN19686 (the "Charity Land") together with but subject to all matters contained or referred to in the title registers thereunder which is vested in the Official Custodian for Charities on trust for the Charity. The Charity have the management and control of the Charity Land and entered the Original Agreement as the Owner for the purposes of section 106 of the Town and Country Planning Act 1990.

C The Second Owner is now the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN445787 together with but subject to all matters contained or referred to in the title registers thereunder. The obligations in the Original Agreement

are enforceable against the Second Owner who acquired its interest in the Site pursuant to a transfer dated 24th September 2024.

D The Third Owner is now the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN445803 together with but subject to all matters contained or referred to in the title registers thereunder. The obligations in the Original Agreement are enforceable against the Third Owner who acquired its interest in the Site pursuant to a transfer dated 24th September 2024.

E The Fourth Owner is now the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN446611 together with but subject to all matters contained or referred to in the title registers thereunder. The obligations in the Original Agreement are enforceable against the Fourth Owner who acquired its interest in the Site pursuant to a transfer dated 24th September 2024.

F The Mortgagee is interested in part of the Site by virtue of the Legal Charge currently being registered against title number MAN446611 and has agreed to enter into this Deed to give its consent to the terms of the Deed but, for the avoidance of doubt, shall only be bound by this Deed when acting as a mortgagee in possession as provided in clause 10.

G On 19 September 2024 the First Owner along with the Second Owner (Developer in the Original Agreement) entered into the Original Agreement. The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted.

H On 27 May 2026 the Council (1), The Greater Manchester Trust for Recreation (2), Kellen Homes Limited (3), Great Places Housing Association (4), Sigma PRS (Mount Road) Limited (5) and Barclays Bank Plc (6) entered into the First Deed of Variation.

I On [insert date] the [TBC Owner] has submitted the Second MMA Application to the Council;

J The Council has resolved to grant the Second MMA Permission subject to the prior completion of this Deed.

K The parties agree that the Original Agreement as varied by the First Deed of Variation shall be further varied in the manner set out herein.

1. DEFINITIONS AND INTERPRETATIONS

1.1. All words and phrases defined in the Original Agreement 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 second deed of variation entered into to vary the Original Agreement;
First Deed of Variation	means the deed of variation dated 27 May 2026 and made between the Council (1),The Greater Manchester Trust for Recreation (2), Kellen Homes Limited (3), Great Places Housing Association (4), Sigma PRS (Mount Road) Limited (5) and Barclays Bank Plc (6) to which the Council gave reference 142998/JO/2025
"Legal Charge"	means the registered charge dated 16 September 2025 and made between (1) Sigma PRS (Bluebird) Development Borrower Limited (2) Sigma PRS (Mount Road) Limited and (3) Barclays Bank plc
"MMA Application"	means the planning application submitted under Section 73 of the Act to the Council on 20 May 2025 and given reference 142998/JO/2025 for the variation of condition 2 (specified plans), condition 9 (cycle storage Youth Hub) and condition 13a and 13b (ECV's Youth Hub) attached to the Original Planning Permission;
"MMA Permission"	means the planning permission to be granted pursuant to the MMA Application;
"Original Agreement"	means the agreement dated 19 September 2024 and made between The Council of the City of Manchester (the Council) (1), Greater Manchester Trust for Recreation (the Owner) (2) and Kellen Homes Limited (the Developer) (3);
"Original Application"	means the planning application submitted by the Developer to the Council and given reference 138788/FO/2023 for the Erection of a youth, sports and community hub (Use Class E(d)(g)), F2(b)), 2 no. football pitches, combined netball and basketball court, cricket strip (Use Class F2 (c)), a three storey building comprising 36 no. apartments for young persons accommodation (Use Class C3) and 267no dwellinghouses (Use Class C3a), with associated landscaping, public realm, ecological mitigation, refuse storage, drainage, car parking and other associated works, with access from

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	Wembley Road and Mount Road at Land at Mount Road, Manchester as shown edged red on the Plan;
"Original Planning Permission"	means the planning permission dated 19 September 2024 and granted pursuant to the Original Application;
"Owners"	together the First Owner, Second Owner, Third Owner and Fourth Owner
"Second MMA Application"	means the planning application submitted under Section 73 of the Act to the Council on [xxxx] and given reference 144377/JO/2025 for the variation of condition 1 (specified plans), condition 2 (specified plans), 32 (landscaping) and 56 (Elevational details of SAHP) attached to the Original Planning Permission;
"Second MMA Development"	means the development undertaken on the Site pursuant to the Second MMA Permission
"Second MMA Permission"	means the development undertaken on the Site pursuant to the Second MMA Permission
"Shared Ownership Owners"	means those individuals who have a leasehold interest in the shared ownership housing units (as defined in the affordable housing statement set out at condition 2 of the Original Planning Permission) and their mortgages and successors in title.

2. OPERATIVE PROVISIONS

2.1. The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 4 of this Deed.

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2.2. Save as varied by this Deed the Original Agreement and 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 the Council shall register this Deed as such.

2.5. The provisions of this Deed shall take effect upon the grant of the Second MMA Permission.

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 Original Agreement as varied by the First Deed of Variation dated 27 May 2026 shall be further varied as follows. Insert the following new definitions and make the following amendments to Clause 1.1 of the Original Agreement:

4.1.1. **"Second MMA Application**" means the planning application submitted under Section 73 of the Act to the Council on [xxxx] and given reference 144377/JO/2025 for the variation of conditions 1 (specified plans), condition 2 (specified plans),condition 32 (landscaping) and condition 56 (Elevational details of SAHP)) attached to the Planning Permission";

4.1.2. **"Second MMA Development"** means the development undertaken on the Site pursuant to the Second MMA Permission;

4.1.3. **"Second MMA Permission"** means the planning permission to be granted pursuant to the Second MMA Application;

4.2. Save in the definition of "Planning Permission" there is inserted:

4.2.1. Immediately after every instance of the word "Development", and for the avoidance of doubt this insertion does not apply to the definition of "Development", the words "or if applicable the MMA Development or the Second MMA Development";

4.2.2. Immediately after every instance of the word "Application", and for the avoidance of doubt this insertion does not apply to the definition of "Application", the words "or if applicable the MMA Application or the Second MMA Application";

4.3. Save in the definitions of "Planning Permission" and "MMA Development" immediately after every instance of the words "Planning Permission", insert the words "or MMA Permission or Second MMA Permission";

5. COUNCIL'S COSTS

The First 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. 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.

7. WARRANTY AS TO TITLE

7.1 Each Owner party to this Deed hereby warrants to the Council that the title details of their respective title numbers recited in this Deed are complete and accurate in every respect and no other person has an interest in the part of the Site respective to their title on the date hereof:

7.2 For the avoidance of doubt, the warranty provided at Clause 7.1 is not given by, and does not apply to, either:

7.2.1 the Shared Ownership Owners in respect of he part of the Site owned by the First Owner;

7.2.2 the Mortgagee in respect of the part of the Site owned by the Fourth Owner, or

7.2.3 any leaseholders with a lease for less than 7 years granted to occupational tenants of the dwellings comprised in that part of the Site owned by the Fourth Owner.

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

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9.1. to the Council addressed to the City Solicitor at the Council's address first above written; and

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

10. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Fourth Owner with its consent and shall be bound by this Deed and that the security of the Mortgagee over part of the Site, as identified in recital F, shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall have no liability under this Deed unless it itself caused the breach of the Deed whilst mortgagee in possession, in which case it too will be bound by the Deed in relation to any parts of the Site which it has a legal charge over but not further or otherwise as if it were a person deriving title from the Fourth Owner.

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

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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

Signed as a deed by **The Official Custodian for Charities on behalf of The Greater Manchester Trust for Recreation** in the presence of:

Signature of witness:
Name (in BLOCK CAPITALS):
Address:

Signed as a deed by

As director for
KELLEN HOMES LIMITED in the presence of

Signature of witness
Name (IN BLOCK CAPITALS)
Address

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Occupation

The Common Seal of

Great Places Housing Association

Was affixed to this deed in the presence of

Authorised Signatory

Authorised Signatory

Executed as a deed by **Sigma PRS (Mount Road) Limited** acting by a director in the presence of:

.....

Signature of Director

.....

Print Name

Signature of witness: .....

Name (in BLOCK CAPITALS): .....

Address: .....

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Signed as a deed by
as attorney for **Barclays Bank plc** in the presence of:

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as attorney for Barclays Bank plc

Signature of witness: .....

Name (in BLOCK CAPITALS): .....

Address: .....

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