

DATED

18 APRIL

2023

(1) UNIVERSITY COLLEGE LONDON

-and-

**(2) THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

DEED OF VARIATION

Relating to the Agreement dated 10 March 2020
Between University College London and the Mayor and the Burgesses of the
London Borough of Camden as varied by a Deed of Variation dated 21 June 2021
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
256 Gray's Inn Road, London WC1X 8LD

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CLS/COM/LMM
DoV v1

THIS DEED is made on the 18th day of April 2023

BETWEEN

1. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS:

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL681831, NGL738534, NGL906839, NGL714067, NGL743912, NGL805744.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner and the Council entered into the Original Agreement (as defined at clause 2.8 of this Deed) on 20 March 2020 pursuant to section 106 of the Act in relation to the Original Permission (as defined at clause 2.8 of this Deed) and the Council granted the Original Permission on 20 March 2020.
- 1.4 The Owner and the Council entered into the First Deed of Variation (as defined at clause 2.8 of this Deed) on 21 June 2021 pursuant to section 106 of the Act in relation to the First Variation Application (as defined at clause 2.8 of this Deed) and the Council granted the First Variation Permission on 21 June 2021.
- 1.5 The Second Variation Application (as defined in clause 2.8 of this Deed) was submitted to the Council pursuant to section 73 of the Act under planning application reference number 2021/1809/P and validated on 24 October 2022 and the Council has conditionally resolved to grant the Second Variation Permission (as defined in clause 2.8 of this Deed), subject to the conclusion of this Deed.
- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1)

of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Deed.

- 1.7 Without prejudice to the terms of the other covenants contained in the Original Agreement the parties hereto have agreed to vary the terms of the Original Agreement as provided in this Deed.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Deed.

- 2.2 All reference in this Deed to clauses in the Original Agreement and the Existing Agreement are to clauses within the Existing Agreement.

- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.

- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not effect the construction of this Deed.

- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

- 2.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

- 2.7 References in this Deed to the Owner shall include its successors in title.

- 2.8 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.8.1	"Deed"	this Deed of Variation made pursuant to Section 106 and 106A of the Act
2.8.2	"Existing Agreement"	the Original Agreement as varied by the First Deed of Variation
2.8.3	"First Deed of Variation"	the Deed of Variation made pursuant to Section 106 and 106A of the Act entered into between the Council and the Owner dated 21 June 2021
2.8.4	"First Variation Application"	the application to which the Council has allocated reference number 2020/5791P submitted pursuant to section 73 of the Act by the Owner to the Council to vary the Original Permission
2.8.5	"First Variation Permission"	the planning permission granted by the Council pursuant to the First Variation Application on 21 June 2021
2.8.6	"Original Agreement"	the agreement entered into between the Council and the Owner pursuant to section 106 of the Act dated 10 March 2020
2.8.7	"Original Permission"	means the planning permission granted by the Council on 10 March 2020 under reference 2019/2879/P
2.8.8	"Second Variation Application"	the application to which the Council has allocated reference number 2021/1809/P submitted pursuant to section 73 of the Act by the Owner to the Council to vary the First Variation Permission

2.8.9 "Second Variation
Permission"

the planning permission granted pursuant to the
Second Variation Application

3. VARIATION TO THE ORIGINAL AGREEMENT

3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

3.1.3 "Planning Applications" the planning applications in respect of the Development of the Property submitted to the Council under reference 2019/2879/P, 2020/5791/P and 2021/1809/P and "Planning Application" means any one of them

3.2 In clause 4.16.1 of the Existing Agreement the words "the Implementation of the Plot 3 Development" shall be deleted and replaced with the words "first Occupation of any part of the Plot 3 Development" so that the revised clause 4.16.1 shall read:

"Except as specified in Clause 4.16.2 below, prior to first Occupation of any part of the Plot 3 Development to pay to the Council the Housing Contribution."

3.3 In clause 4.16.3 of the Existing Agreement the words "Not to Implement or to permit Implementation of the Plot 3 Development" shall be deleted and replaced with the words "Not to Occupy or permit Occupation of any part of the Plot 3 Development" so that the revised clause 4.16.3 shall read:

"Not to Occupy or to permit Occupation of the Plot 3 Development until such time as either:

- (a) the Council has received the Housing Contribution in full (as evidenced by written notice to that effect); or

3.4 In all other respects the Existing Agreement shall continue in full force and effect.

4. **COMMENCEMENT**

4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Second Variation Permission.

5 **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

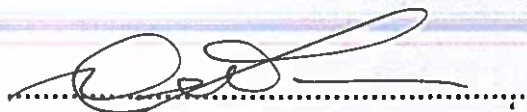
5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its legal costs of £3,000 incurred in preparing this Deed.

6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge.

IN WITNESS WHEREOF the Council and the Owner have caused their respective common seals to be affixed the day and year first above written.

Executed as a Deed by affixing)
the common seal of)
UNIVERSITY COLLEGE LONDON)
in the presence of:)



Authorised Signatory



Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN

was hereunto affixed by Order:-

R. Alexander

.....
Duly Authorised Officer

