

2006/2156/18

DATED

11th August

2010

**(1) THE GOVERNORS AND GUARDIANS OF THE HOSPITAL FOR THE
MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG
CHILDREN COMMONLY CALLED CORAM FAMILY**

and

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

DEED OF VARIATION

Relating to the Agreement dated November 2007 between:

**(1) THE GOVERNORS AND GUARDIANS OF THE HOSPITAL FOR THE
MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG
CHILDREN COMMONLY CALLED CORAM FAMILY**

and

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

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as

**CORAM COMMUNITY CAMPUS
49 MECKLENBURGH SQUARE. LONDON WC1N 2NY**

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962
CLS/COM/CJ/1685.535

THIS AGREEMENT is made the 11th day of

August

2010

BETWEEN:

1. **THE GOVERNORS AND GUARDIANS OF THE HOSPITAL FOR THE MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG CHILDREN CALLED CORAM FAMILY** whose registered office is at 40 Brunswick Square, London, WC1 (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 second part

WHEREAS:

- 1.1 The Council and the Owner entered into the Existing Agreement dated 9 November 2007 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN11955 and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.3 The Council is the local planning authority for the purposes of the Act 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 Agreement.
- 4 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.
- 5 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement 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 Agreement.
- 2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.
- | | |
|----------------------------|--|
| 2.3.1 "Agreement" | this Deed of Variation |
| 2.3.2 "Existing Agreement" | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 9 November 2007 made between the Council and the Owner |
- 2.4 Where in this Agreement 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 Agreement.
- 2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.
- 2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.7 References in this Agreement to the Owner shall include their successors in title.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 The following clause shall be deleted from the Existing Agreement:-

"4.3.3 Not to Occupy or permit the Occupation of the Development until and unless the measures set out in the Sustainability Plan as approved by the Council:

3.3.3.1 have been incorporated in the fabric of the Development; and

3.3.3.2 are thereafter retained and maintained and are, amongst other things, fulfilling the minimum 10 per cent renewable energy requirements in accordance with the Sustainability Plan."

And replaced with the following clause:

"4.3.3 Not to Occupy or permit the Occupation of the Development until and unless the measures set out in the Sustainability Plan, including final energy and carbon dioxide calculations as approved by the Council:

4.3.3.1 have been incorporated in the fabric of the Development; and

4.3.3.2 are thereafter retained and maintained and are, amongst other things, fulfilling the minimum 10 per cent renewable energy requirements in accordance with the Sustainability Plan."

3.2 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

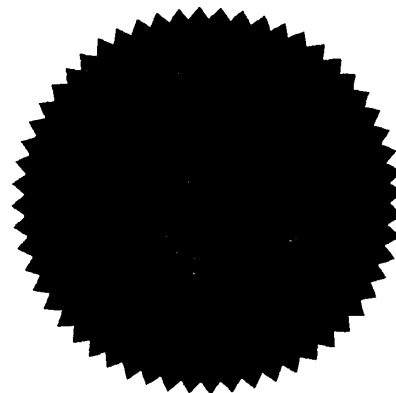
4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

IN WITNESS whereof the Council and Owner have caused their Common Seals to be hereunto affixed this day and year first before written

THE COMMON SEAL OF THE
GOVERNORS AND GUARDIANS FOR
THE MAINTENANCE AND EDUCATION
OF EXPOSED AND DESERTED
YOUNG CHILDREN COMMONLY CALLED
CORAM FAMILY was hereunto affixed
in the presence of:

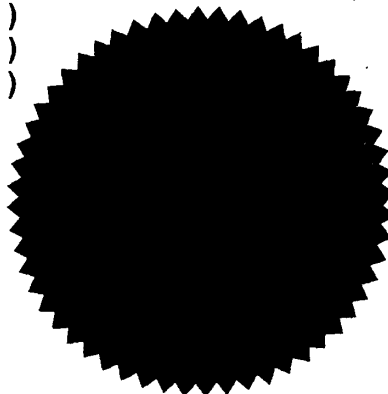
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Carol Houlden

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

)
)
)
)



.....
Authorised Signatory

[Handwritten signature]

DATED

11th August

2010

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MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG
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