

DATED 4 DECEMBER 2015

(1) UNIVERSITY COLLEGE LONDON

and

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

DEED OF VARIATION

Relating to the Agreement dated 18th November 2015
between

The Mayor and the Burgesses of the London Borough of Camden

and

University College London

under section 106 of the Town and
Country Planning Act 1990 (as amended)

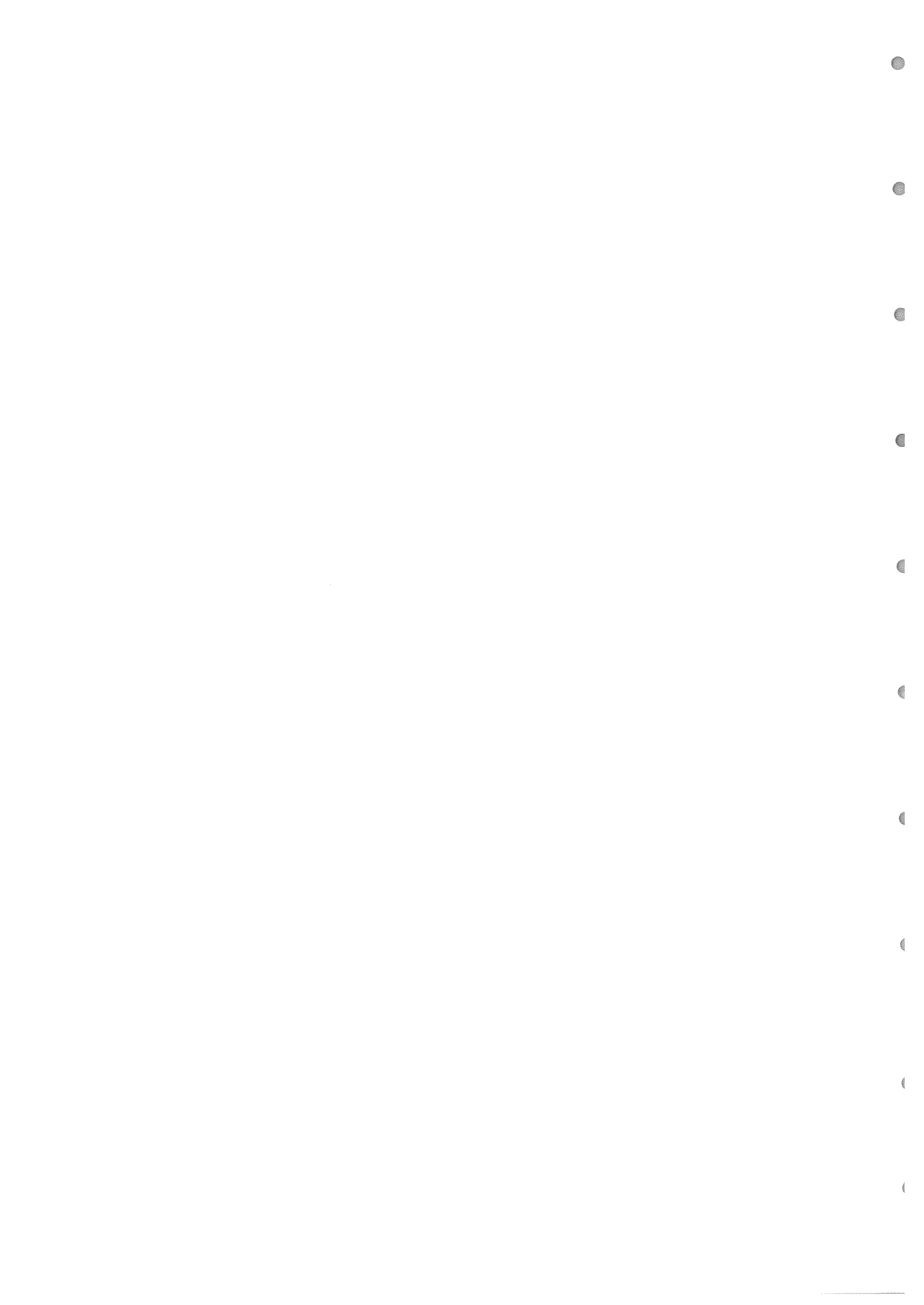
Relating to development at premises known as

**Land between 26 Gordon Square and 15 Gordon Street
(including Bloomsbury Theatre), London, WC1H**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 1920

CLS/PK/1685.1781.429 (final)



THIS AGREEMENT is made on the 4th day of December 2015

BETWEEN

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

WHEREAS:

- 1.1 The Council and the Owner entered into a legal agreement dated 18th November 2015 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 NGL459636.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 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.
- 1.5 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.
- 1.6 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 references 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 18th November 2015 made between the Council and University College London

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 and Mortgagee shall include their successors in title.

3. **VARIATION TO THE EXISTING AGREEMENT**

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

3.2 Under **Clause 2. (Definitions)** of the Existing Agreement the following definition shall be added to the Existing Agreement:-

"2.40 "the Service Management

Plan”

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (i) controlled times for service, waste and delivery vehicles to access the Property;
- (ii) details of management of waste and refuse at the Property including details showing that loading of waste and refuse would take place within the boundaries of the Property only;
- (iii) a requirement for delivery vehicles to unload from a specific suitably located off-street area;
- (iv) details of the person (or persons) responsible for directing and receiving deliveries to the Property;
- (v) measures to avoid a number of delivery vehicles arriving at the same time;
- (vi) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (vii) likely nature of goods to be delivered;
- (viii) the likely size of the delivery vehicles entering the Property;

- (ix) mitigation measures to include silencing of reversing white-noise beepers to ensure mitigation of noise and disturbance to local residents arising from out-of-hours servicing;
- (x) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (xi) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (xii) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (xiii) details of arrangements for refuse storage and servicing; and
- (xiv) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time”

3.3 Under **Clause 4 (Obligations of the Owner)** the following clause shall be added to the Existing Agreement:-

“4.13 SERVICE MANAGEMENT PLAN

4.13.1 On or prior to the Occupation Date to submit to the Council for approval the Service Management Plan.

4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.13.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.”

3.4 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

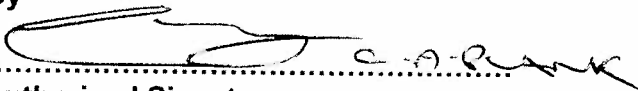
The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. REGISTRATION AS LOCAL LAND CHARGE


This Agreement shall be registered as a Local Land Charge

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
UNIVERSITY COLLEGE LONDON)
By

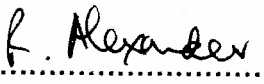


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Authorised Signatory



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Authorised Signatory

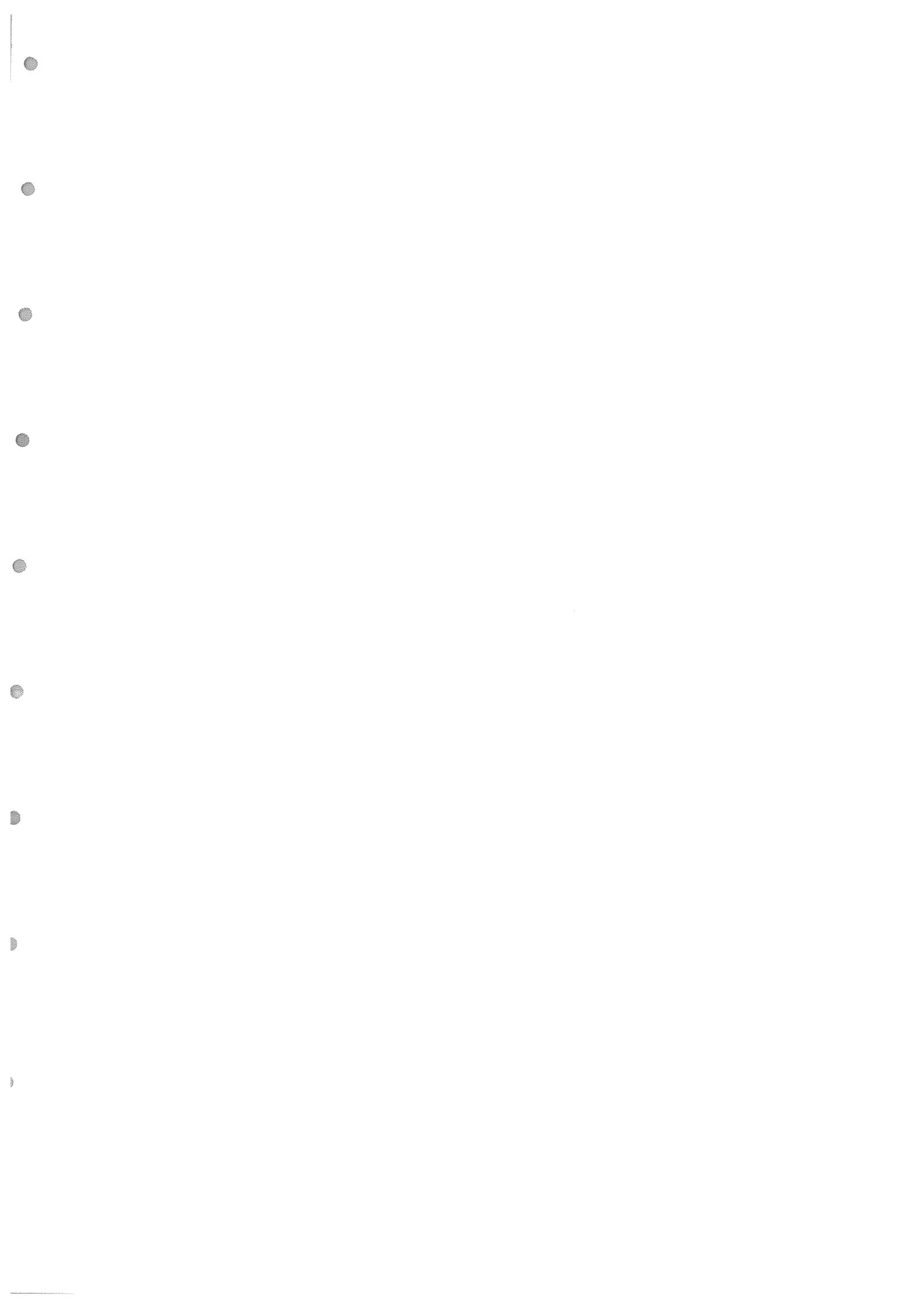
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)



.....
Authorised Signatory







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

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