

DATED

9 October

2018

- (1) UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY  
(2) MIDDLESEX ANNEXE LLP  
(3) MIDDLESEX UCLHC LIMITED  
(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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**DEED OF VARIATION**

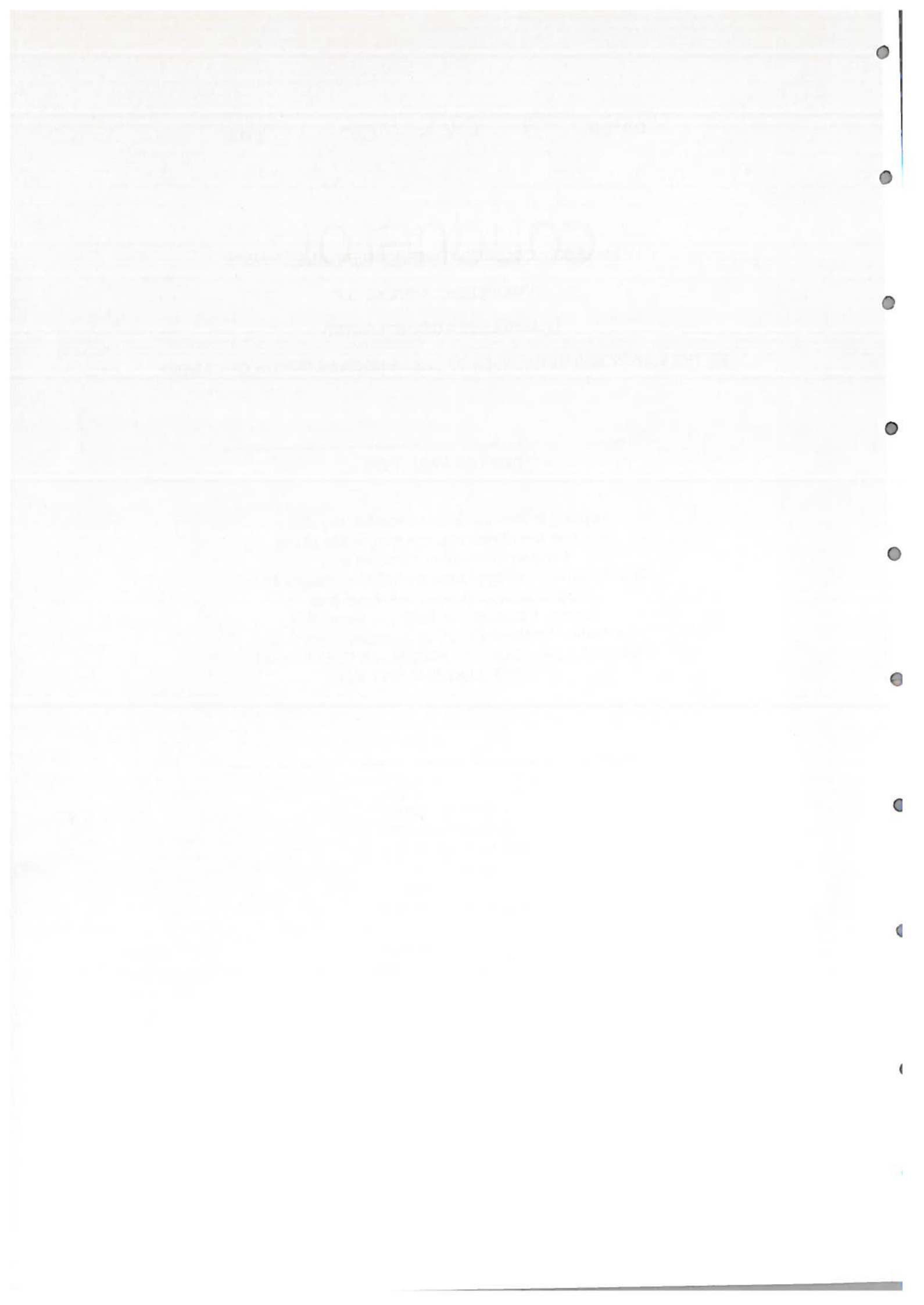
Relating to the Agreement dated 1 July 2004  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
The University College London NHS Foundation Trust  
under section 106A of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
MIDDLESEX HOSPITAL ANNEX, 44 CLEVELAND  
STREET, LONDON W1T 4JT

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Andrew Maughan  
Borough Solicitor  
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London WC1H 9LP

Tel: 020 7974 1918  
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CLS/COM/OO/1800.801



THIS DEED is made on

9th October

2018

**BETWEEN:-**

- (1) **UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY** a company limited by guarantee (company number 09980449 and registered charity number 1165398) whose registered office is at 5th Floor East, 250 Euston Road, London NW1 2PG ("Freeholder");
- (2) **MIDDLESEX ANNEXE LLP** a limited liability partnership incorporated and registered in England and Wales (company number OC417941) whose registered office is at 5th Floor East, 250 Euston Road, London NW1 2PG ("Leaseholder");
- (3) **MIDDLESEX UCLHC LIMITED** (company number 10821655) whose registered office is at of 5th Floor East, 250 Euston Road, London NW1 2PG (hereinafter called "the Mortgagee"); and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP ("Council")

**WHEREAS:-**

- (A) The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number LN9402 and is the successor in title to The University College London NHS Foundation Trust. The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act. The Freeholder is also a mortgagee under a legal charge registered under Title Number NGL978558, dated 1 April 2018.
- (B) The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL978558 subject to charges to the Mortgagee and the Freeholder. The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- (C) The Mortgagee as the new mortgagee under a legal charge registered under Title Number NGL978558, dated 1 April 2018 is willing to enter into this Deed to give its consent to the same.
- (D) 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 S106 Consolidated Agreement should be varied in accordance with this Deed.
- (E) The Council and The University College London NHS Foundation Trust and the Council entered into the S106 Consolidated Agreement dated 1 July 2004 pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended).
- (F) Pursuant to clauses 4.1 and 4.2 of the S106 Consolidated Agreement The University College London NHS Foundation Trust was required to complete the construction of affordable housing on the Property and transfer this affordable housing to a Housing Association (as defined in the S106 Consolidated Agreement) by not later than 1 June 2010, and if it failed to do so the Council is entitled to serve written notice on The University College London NHS Foundation Trust requiring it to offer to transfer or lease the Property to the Council for a nominal consideration of £1.
- (G) The University College London NHS Foundation Trust did not comply with the requirements of clauses 4.1 and 4.2 of the S106 Consolidated Agreement.
- (H) On 15 January 2018 the Council, the Freeholder, and the Leaseholder entered into the 2018 S106 Agreement and on the same date the Council issued the 2018 Planning Permission.
- (I) Pursuant to clause 4.1 of the 2018 S106 Agreement the Freeholder is required to deliver the Affordable Housing Units as part of the Development pursuant to the 2018 Planning Permission.

- (J) The Freeholder has requested that the Council agree to vary the terms of the S106 Consolidated Agreement primarily to remove Clause 4.2 on the basis that provision of affordable housing at the Property has been secured under the 2018 S106 Agreement. The request was registered by the Council on its planning register as the 2018 Request for a Deed of Variation and was validated on 21 May 2018.
- (K) Without prejudice to the terms of the other covenants contained in the S106 Consolidated Agreement the parties hereto have agreed to vary the terms of the S106 Consolidated Agreement as hereinafter provided.
- (L) This Deed is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.

#### OPERATIVE PROVISIONS:-

##### 1. INTERPRETATION

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

<b>"2018 Planning Permission"</b>	the planning permission granted by the Council for development at the Property by a notice dated 15 January 2018 and having the reference number 2017/0414/P
<b>"2018 Request for a Deed of Variation"</b>	the entry on the Council's planning register validated by the Council on 21 May 2018 and given reference number 2018/3382/P
<b>"2018 S106 Agreement"</b>	means the agreement made pursuant to section 106 of the 1990 Act which is dated 15 January 2018 and made between (1) University College London Hospitals Charity; (2) Middlesex Annexe LLP; and (3) The Mayor and Burgesses of the London Borough of Camden
<b>"Act"</b>	means the Town and Country Planning Act 1990
<b>"Affordable Housing Units"</b>	has the meaning given in the 2018 S106 Agreement;
<b>"Conditions Precedent"</b>	means both of the following: <ul style="list-style-type: none"> <li>(a) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years; and</li> <li>(b) the works of construction, conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of clause 4.1.3 of the 2018 S106 Agreement</li> </ul>
<b>"Deed"</b>	this deed of variation amending the S106 Consolidated Agreement dated 1 July 2004 (relating to obligations arising from application PSX0005046 at the former Odeon site and Rosenheim Building Site and application PS9604299R2 at the UCLH Hospital site on Euston Road)

by removal of requirements of clauses 4.1 to 4.5 relating to provision of affordable housing on the Middlesex Annex Site and enforcement measures relating to non-provision.

**"Development"**

means the development of the Property pursuant to the 2018 Planning Permission dated 15 January 2018

**"Property"**

means the land known as Middlesex Hospital Annex, 44 Cleveland Street, London W1T 4JT the Land Registry plan of which is attached at Schedule 1

**"Registered Provider"**

has the meaning given in the 2018 S106 Agreement

**" S106 Consolidated Agreement "**

means the agreement made pursuant to section 106 of the 1990 Act which is dated 1 July 2004 and made between (1) The University College London NHS Foundation Trust and (2) The Mayor and Burgesses of the London Borough of Camden;

- 1.2 All words and phrases defined in the S106 Consolidated Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the S106 Consolidated Agreement shall remain in full force and effect save as varied by this Deed.
- 1.3 All reference in this Deed to clauses in the S106 Consolidated Agreement are to clauses within the S106 Consolidated Agreement.
- 1.4 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.
- 1.5 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed.
- 1.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.7 References in this Deed to the Freeholder, the Leaseholder and the Mortgagee shall include their successors in title.

**2. LEGAL BASIS**

2.1 This This Deed is made under:-

2.1.1 section 106A of the Act; and

2.1.2 section 1 of the Localism Act 2011 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed

**3. VARIATION OF THE S106 CONSOLIDATED AGREEMENT**

- 3.1 As soon as reasonably practicable following satisfaction of the Conditions Precedent, the Freeholder and the Leaseholder shall notify the Council in writing and include with such notice evidence to confirm that the Conditions Precedent have been satisfied.
- 3.2 Upon the Council issuing a written notice confirming that in its reasonable opinion the Conditions Precedent have been satisfied, Clauses 4.1 to 4.5 of the S106 Consolidated Agreement shall automatically cease to apply to or bind the whole or any part of the Property and from that date the Council agrees that the Freeholder and the Leaseholder shall be discharged from all liability in respect of the obligations contained in the Clauses 4.1 to 4.5 of the S106 Consolidated Agreement and from all actions proceedings claims demands costs and expenses in respect thereof insofar as they relate to the Property.
- 3.3 As soon as reasonably practicable following the Council issuing the written notice that the Conditions Precedent have been satisfied the Council will remove all relevant entries relating to the Clauses 4.1 to 4.5 of the S106 Consolidated Agreement insofar as they relate to the Property from the Council's local land charges register.

**4. RIGHTS OF THIRD PARTIES**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed or expressed to be a beneficiary of this Deed.

**5. MISCELLANEOUS PROVISIONS**

- 5.1 The Freeholder agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of this Deed.
- 5.2 This Deed shall be registered as a Local Land Charge.
- 5.3 The Freeholder hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Deed in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.
- 5.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

CONTINUATION OF DEED OF VARIATION IN RELATION TO MIDDLESEX HOSPITAL ANNEX, LONDON W1T 4JT

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder, the Leaseholder and the Mortgagee have executed this instrument as a Deed the day and year first before written

SIGNED AS A DEED AND DELIVERED BY  
UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY  
acting by \_\_\_\_\_, a director, and  
\_\_\_\_\_, a director

*Henph. Li*

Director

*[Signature]*

Director

SIGNED AS A DEED AND DELIVERED BY  
MIDDLESEX ANNEXE LLP acting by Peter Burroughs,  
duly authorised by MIDDLESEX ANNEXE LLP  
to sign on its behalf as member of MIDDLESEX ANNEXE LLP  
in the presence of

*[Signature]*

*[Signature]*

Witness Signature

Witness Name:

*Frank To*

Address:

*5th Floor East, 250 Euston Rd., NW1 2EG*

Occupation:

*Chief Clerk*

EXECUTED AS A DEED BY  
MIDDLESEX UCLHC LIMITED  
acting by

)  
)  
)

.....  
*[Handwritten Signature]*

Director

.....  
*[Handwritten Signature]*

Director

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

)  
)  
)  
)

.....  
*[Handwritten Signature]*  
Authorised Signatory





**SCHEDULE 1**

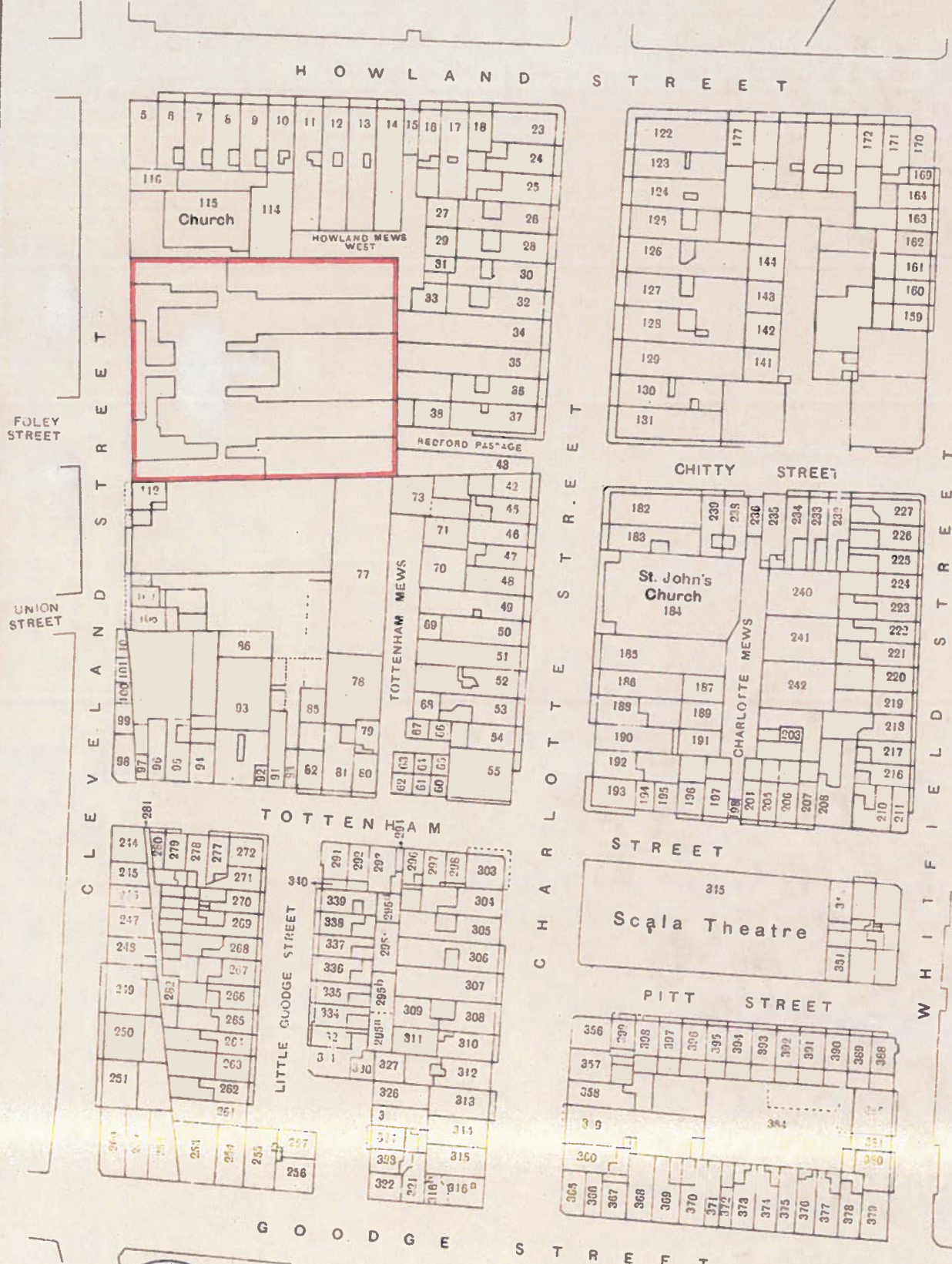
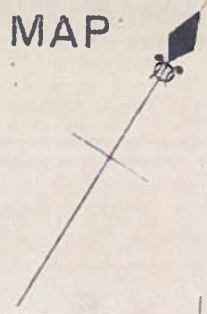
COUENGLOR

# LAND REGISTRY GENERAL MAP

See Ordnance Survey: LONDON Sheet VII. 52

Scale 38 Feet to One Inch

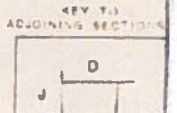
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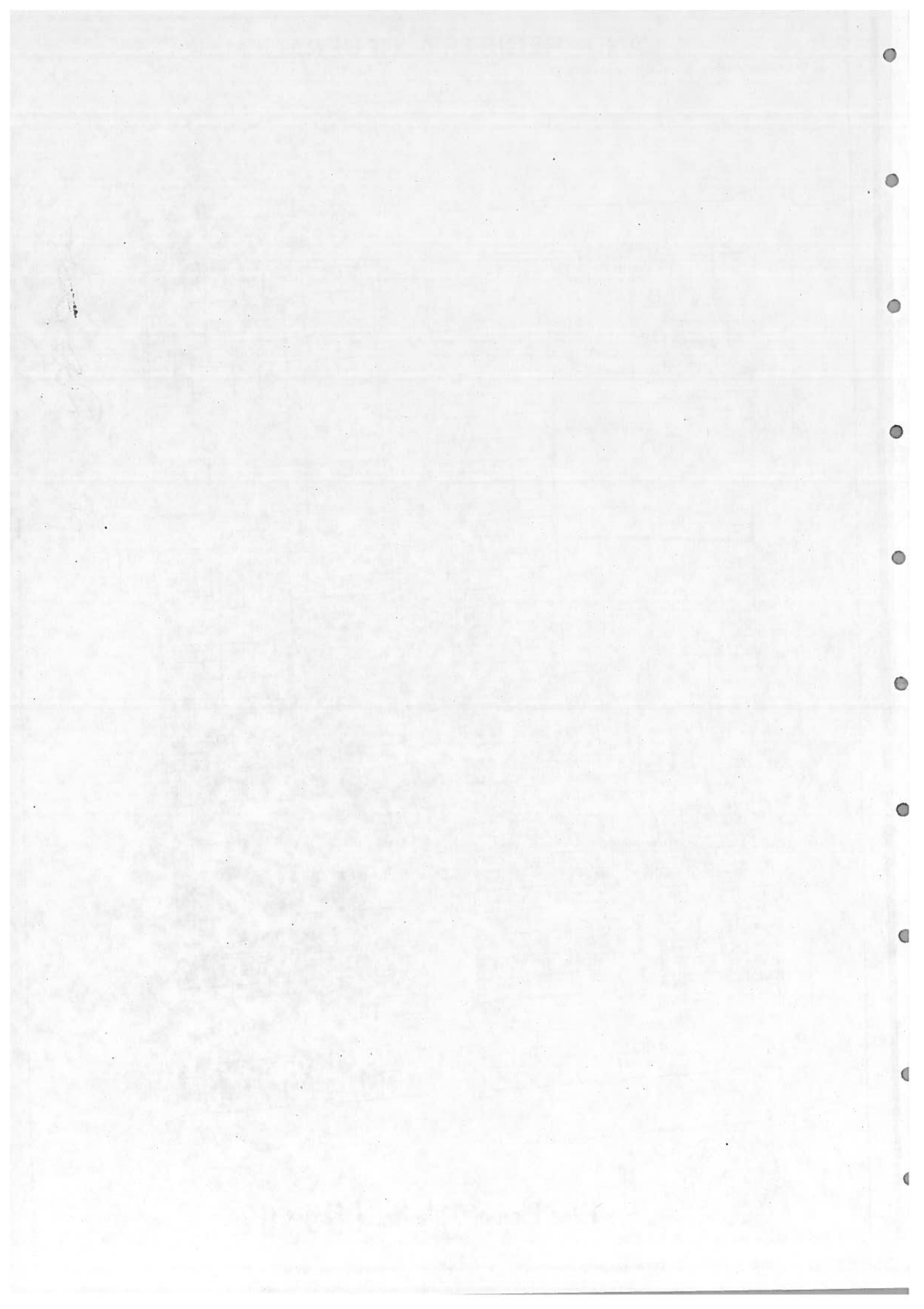


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## Filed Plan of Title No. LN9402





# MEMORANDUM

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FROM : [Illegible]

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DATED

9 October

2018

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- (2) MIDDLESEX ANNEXE LLP
- (3) MIDDLESEX UCLHC LIMITED
- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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