

DATED

10 April

2019

(1) THE UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST

-and-

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

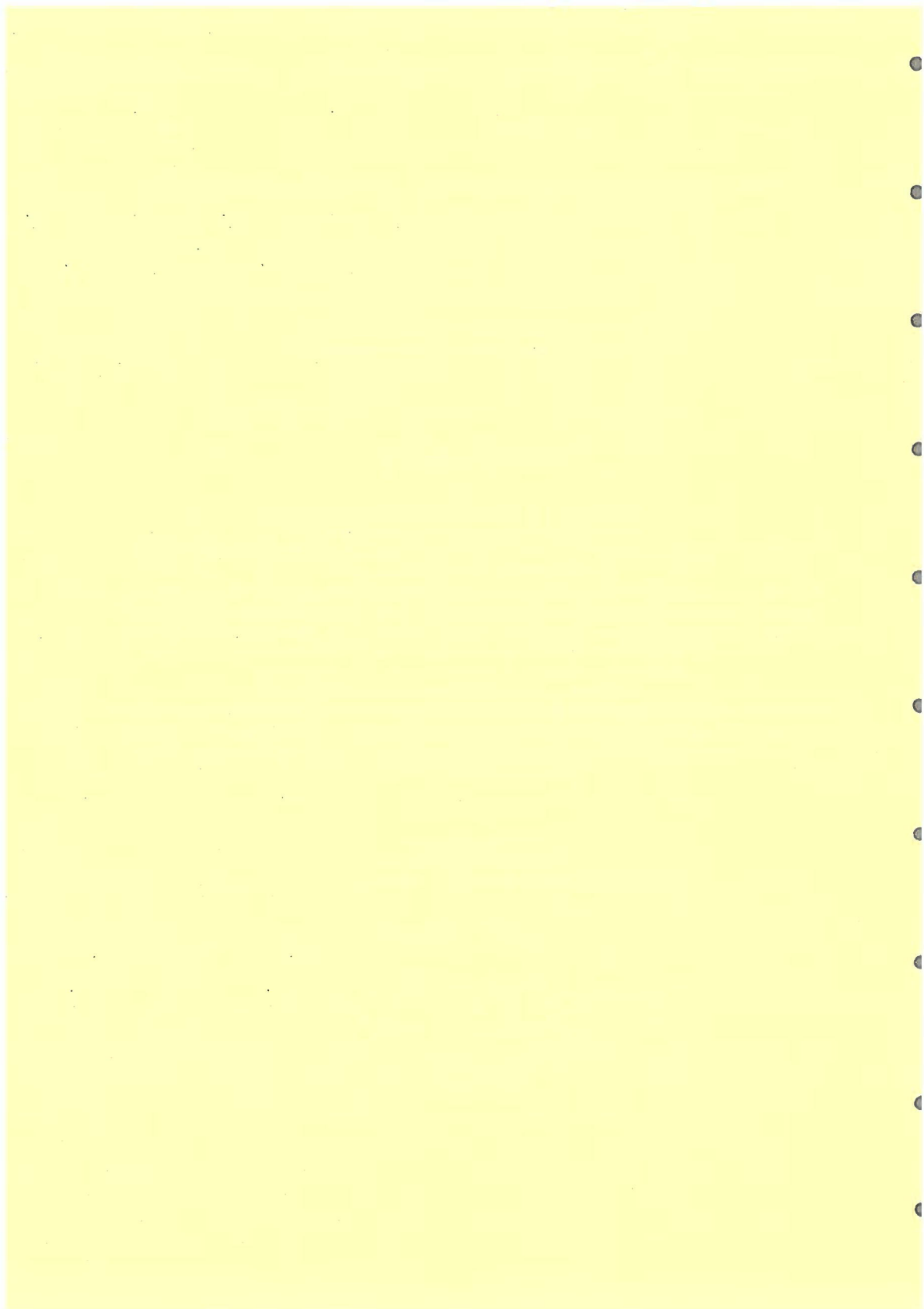
DEED OF VARIATION

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 106 of the Town and
Country Planning Act 1990 (as amended) and as varied by the Deed of Variation dated 18
August 2016 between the Mayor and the Burgesses of the London Borough of Camden and
The University College London NHS Foundation Trust and the Deed of Variation dated 9
October 2018 between the Mayor and Burgesses of the London Borough of Camden,
Middlesex Annexe LLP, Middlesex UCLHC Limited and
University College London Hospitals Charity
Relating to the redevelopment of University College Hospital, Tottenham Court Road,
London and the provision of Affordable Housing all pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended) and Section 16 of the Greater London Council
(General Powers) Act 1974

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

Tel: 020 7974 5826

CLS/COM/LN/1800.1041
DoV FINAL



THIS AGREEMENT is made on the 10th day of April 2019

BETWEEN

1. **THE UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST** of 250 Euston Road, London NW1 2PG (hereinafter called "the NHS Trust") 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 NHS Trust entered into an agreement dated 1 July 2004 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council and the NHS Trust entered into a Deed of Variation dated 18 August 2016 to vary the Original Agreement.
- 1.3 The Council and the University College London Hospitals Charity entered into a Deed of Variation dated 9 October 2018 to vary the Original Agreement.
- 1.4 The NHS Trust remains the registered owner of the Odeon Site being the Green land at Grafton Way/Tottenham Court Road and is registered at HM Land Registry under Title Numbers LN41718 and LN249567.
- 1.5 The Council considers it expedient in the interests of the proper planning of its area that the provisions of Clauses 5.2, 5.3 and 15.5 of the Existing Agreement shall be removed and supplemented by the terms of this Deed.
- 1.6 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.
- 1.7 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.

1.8 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 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.

2.4 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 affect the construction of this Agreement.

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

2.6 References in this Agreement to the NHS Trust shall include their successors in title.

2.7 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.7.1 "Agreement" this Deed of Variation made pursuant to Section 106A of the Act

2.7.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 1 July 2004 made between the Council and the

NHS Trust as amended by the Deed of Variation dated 18 August 2016 made between the Council and the NHS Trust and the Deed of Variation dated 9 October 2018 made between the Council, Middlesex Annexe LLP, Middlesex UCLHC Limited and University College London Hospitals Charity

2.7.3 "Mental Health Contribution" the sum of £2,000,000 (two million pounds) to be paid by the NHS Trust in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of mental health services within the London Borough of Camden

2.7.4 "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 1 July 2004 made between the Council and the NHS Trust

3 VARIATION TO THE EXISTING AGREEMENT

3.1 The following clauses 2.10 and 2.13 shall be removed from the Existing Agreement and shall be deemed to be removed in their entirety:

2.10 "the Brief for the
Mental Health Resource Centre" means the brief appended hereto at Schedule 2 marked "Brief for the Mental Health Resource Centre"

2.13 "the Centre" means the Mental Health Resource Centre

3.2 The following clause 2.26 shall be deleted and replaced as set out below:

3.3.1 The following clause 2.26 shall be deleted:

2.26 "Mental Health Resource Centre" means an area comprising approximately 664 metres to be constructed and fitted out for use as a mental health resource centre on the Odeon Site as part of the Odeon Site redevelopment for use by the Council as a resource centre for Mental Health plus six car parking spaces

And shall be replaced with the following Clause 2.26:

"2.12 "Mental Health Contribution" the sum of £2,000,000 (two million pounds) to be paid by the NHS Trust in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of mental health services within the London Borough of Camden

3.3 The following clauses 5.2 and 5.3 shall be deleted from the Existing Agreement and shall be deemed to be removed in their entirety together with all references to the Mental Health Resource Centre which shall be deleted from the Existing Agreement and shall be deemed to be removed from the Existing Agreement PROVIDED THAT payment of the Mental Health Contribution has been made to the Council:

THE MENTAL HEALTH RESOURCE CENTRE

5.2 The NHS Trust hereby covenants with the Council that by no later than 1 October 2006 the NHS Trust shall have carried out and completed all of the steps set out in (a) to (e) below namely:

(a) to use all reasonable endeavours to obtain at its own expense all of the necessary consents, permissions and approvals for the construction of the Mental Health Resource Centre

(b) to engage at its own expense suitably qualified professional persons to produce a design specification for the construction and fitting out of the Mental Health Resource Centre in consultation with the Council and in

accordance with the Brief for the Mental Health Resource Centre ("Design Specification 2").

- (c) to submit Design Specification 2 to the Council prior to commencement of construction of the Mental Health Resource Centre (ALWAYS PROVIDED that the NHS Trust shall not commence construction of the Mental Health Resource Centre until such time as the Council has approved Design Specification 1 in writing).
- (d) at its own expense to construct and fit out the Mental Health Resource Centre (all works to be carried out in a good and workmanlike manner using good quality and sound materials to the reasonable satisfaction of the Council in accordance with the approved version of Design Specification 2)
- (e) to complete the construction and fitting out of the Mental Health Resource Centre to the Council's reasonable satisfaction (as demonstrated by written notice from the Council to that effect)

ALWAYS PROVIDED:

the relevant period referred to above in this Clause shall be extended by any period of delay reasonably certified by the appropriately qualified person responsible for supervising the relevant construction contract under which the Mental Health Resource Centre is constructed as constituting a certifiable delay for the purposes of such contract.

5.3 Lease Of The Centre

5.3.1 Any reference in this sub clause to a Centre shall be construed as a reference to the Mental Health Resource Centre.

5.3.2 No later than 1 April 2005 the NHS Trust shall supply to the Council a draft of the proposed lease of the Centre such draft lease to be in general conformity with the draft lease annexed hereto in Schedule 3.

- 5.3.3 Within 6 weeks of the date specified in clause 5.3.2 having received the draft lease pursuant to Clause 5.3.2 above the Council shall deliver to the NHS Trust its suggested amendments (if any) to the draft lease.
- 5.3.4 For a period of 12 weeks from the date specified in clause 5.3.2 following the receipt by the NHS Trust of any suggested amendments proposed pursuant to Clause 5.3.3 above the NHS Trust and the Council shall in good faith seek to resolve all areas of disagreement between them in relation to the terms of the lease.
- 5.3.5 If the terms of the draft lease are agreed at any time the parties shall exchange initialled copies of the agreed draft lease which shall then be the form of the lease to be offered to the Council pursuant to this Agreement.
- 5.3.6 If at the expiration of the period referred to in Clause 5.3.4 above the NHS Trust and the Council have failed to agree the terms of the draft lease then either party shall be at liberty to refer the area or areas of dispute to some independent and fit person to be appointed by the parties or failing their agreement as to who shall be appointed to a Senior Counsel to be nominated by the Chairman for the time being of the General Council of the Bar on the application of either of the parties.
- 5.3.7 The person appointed pursuant to Clause 5.3.6 above shall act as an expert and shall be required to settle the form of lease no later than six weeks after the referral of the matter to him and in any event not later than the date notified to him by the parties which they reasonably consider as being the estimated time when the NHS Trust shall have completed the construction of the Centre in accordance with this Agreement.
- 5.3.8 Within 7 days of the later of the following two events, namely:
- (a) completion of the Centre in accordance with the provisions of this Agreement;
 - (b) final resolution of the terms of the lease in accordance with Clauses 5.3.6 of this Deed

the NHS Trust shall offer to grant the Council a lease for the Centre in its final form as determined in accordance with Clause 5.3.5 or Clause 5.3.7 of this Deed for a term of 125 years from the quarter day immediately preceding completion of the Centre substantially in the form of the draft lease annexed hereto.

3.4 Schedule 2 and Schedule 3 shall be removed from the Existing Agreement and shall be deemed to be removed in their entirety.

3.5 The following clauses shall be added to the Existing Agreement at 5.2:-

5.2 MENTAL HEALTH CONTRIBUTION

5.2.1 The NHS Trust shall pay to the Council on or before the date hereof the Mental Health Contribution.

3.6 The following clause 15.5 shall be deleted from the Existing Agreement and replaced with the following:

15.5 With the exception of the Mental Health Contribution which shall not be subject to indexation any sums referred to in this Agreement as payable or to be applied by the NHS Trust under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum being equal to the original sum payable multiplied by a figure being a fraction of which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.

3.7 In all other respects the Existing Agreement (as varied by this 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 date hereof.

5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

6. REGISTRATION AS LOCAL LAND CHARGE

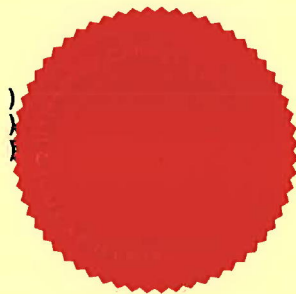
6.1 This Agreement shall be registered as a Local Land Charge

IN WITNESS WHEREOF the Council has caused their Common Seals to be affixed and the NHS Trust has caused this Agreement to be executed as a Deed the day and year first above written.

THE SEAL OF UNIVERSITY COLLEGE)
LONDON HOSPITALS NHS FOUNDATION)
TRUST hereunto affixed is authenticated by:)

.....
Chairman/Authorised Signatory

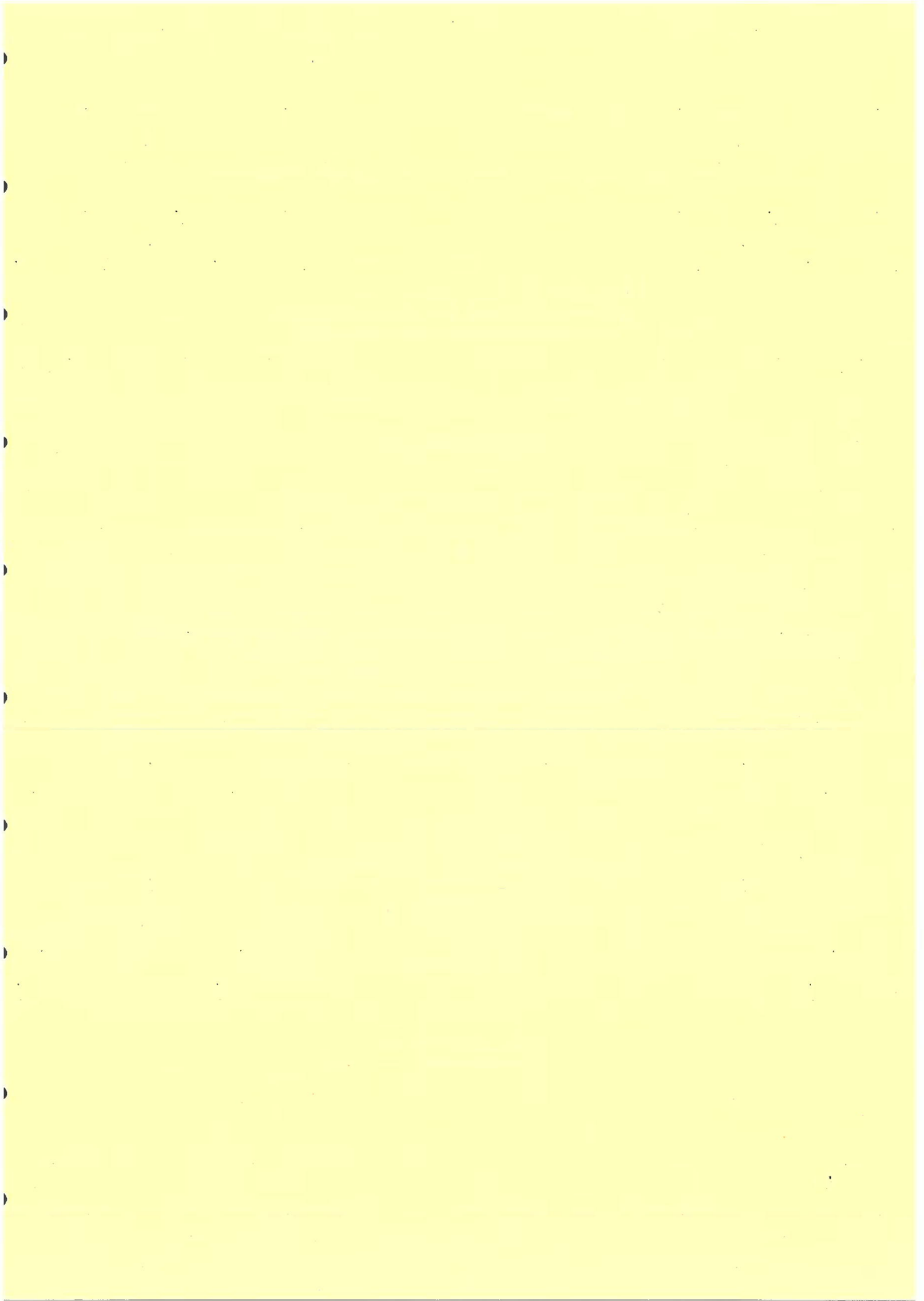
.....
Director



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

.....
Authorised Signatory





DATED

10 April

2019

(1) THE UNIVERSITY COLLEGE LONDON HOSPITALS NHS FOUNDATION TRUST

-and-

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

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 106 of the Town and
Country Planning Act 1990 (as amended) and as varied by the Deed of Variation dated 18
August 2016 between the Mayor and the Burgesses of the London Borough of Camden and
The University College London NHS Foundation Trust and the Deed of Variation dated 9
October 2018 between the Mayor and Burgesses of the London Borough of Camden,
Middlesex Annexe LLP, Middlesex UCLHC Limited and
University College London Hospitals Charity
Relating to the redevelopment of University College Hospital, Tottenham Court Road,
London and the provision of Affordable Housing all pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended) and Section 16 of the Greater London Council
(General Powers) Act 1974

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

Tel: 020 7974 5826

CLS/COM/LN/1800.1041
DoV FINAL