

DATED 28 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) UNIVERSITY COLLEGE LONDON

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## SECTION 106A AGREEMENT

### DEED OF VARIATION

pursuant to section 106 and section 106A of the  
Town and Country Planning Act 1990 (as amended) and  
other powers

relating to the UCL East site within the Queen Elizabeth  
Olympic Park bounded to the west by City Mill River, to  
the east by Carpenters Road, to the south by the loop  
road and Montfichet Road and to the north by Thornton  
Street and Pool Street

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Pinsent Masons

THIS DEED is made on

28 November

2024

BY:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square Stratford, London E20 1JN (the "LPA"); and
- (2) **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (the "UCL").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The UCL is the owner of leasehold interests in part of the Site currently registered at the Land Registry with Title Numbers TGL519448 and TGL519169. Title Number TGL519448 is now expired due to the completion of a lease dated 27 August 2024 relating to premises known as the University Quarter, Queen Elizabeth Park, Stratford, London made between (1) London Legacy Development Corporation and (2) University College London with a term from and including 27 August 2024 to and including 14 January 2318, for which an application for registration is pending at the Land registry.
- (C) On 3 May 2018 the LPA granted Planning Permission (reference: 17/00235/OUT) for the Development. The Planning Permission has subsequently been amended by approvals of non-material amendments pursuant to section 96A of the 1990 Act dated 25 September 2018 (ref. 18/00427/NMA), 5 July 2019 (ref. 19/00280/NMA), 5 May 2023 (ref. 19/00432/NMA) and 9 May 2024 (ref. 24/00152/NMA) respectively. Reserved matters approvals for Phase 1 of the Development were granted on 29 March 2019 (refs. 18/00424/REM, 18/00425/REM and 18/00426/REM).
- (D) This Deed is supplemental to an agreement dated 3 May 2018 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the LPA and (2) the UCL (the "**Original Agreement**").
- (E) This Deed varies and is supplemental to the Original Agreement.
- (F) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of Section 106 and Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the 2011 Act and all other enabling powers.
- (G) The parties agree that the obligations contained in this Deed meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

## 1. INTERPRETATION

In this Deed:-

- 1.1 terms and expressions defined in the Original Agreement shall have the same meaning in this Deed unless otherwise provided;
- 1.2 any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply;
- 1.3 headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation;

- 1.4 references to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Deed save where the context provides otherwise;
- 1.5 where the context so requires:-
- 1.5.1 the singular includes the plural and vice versa;
  - 1.5.2 the masculine includes the feminine and vice versa; and
  - 1.5.3 persons includes bodies corporate associations and partnerships and vice versa;
- 1.6 where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons;
- 1.7 where more than one party enters into any obligation or liability those parties are jointly and severally liable;
- 1.8 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction; and
- 1.9 references to any party shall include their respective successors in title and assigns.

## 2. **LEGAL EFFECT**

This Deed is made pursuant to the provisions of Section 106 and Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the 2011 Act, Section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers.

## 3. **PLANNING OBLIGATION INCORPORATING THE ORIGINAL AGREEMENT**

- 3.1 This Deed shall take effect on the date hereof.
- 3.2 The parties agree to observe and perform all of the covenants agreements restrictions and obligations contained in the Original Agreement subject to this Deed.
- 3.3 The parties agree that the covenants and obligations contained in the Original Agreement are to continue in full force and effect except as expressly varied by this Deed.

## 4. **MODIFICATIONS**

- 4.1 The parties agree that the Original Agreement shall be varied in accordance with Schedule 1 of this Deed from the date of this Deed.
- 4.2 Except as expressly varied by this Deed the Original Agreement shall remain in full force and effect.

## 5. **LEGAL FEES**

The Developer agrees that they will on completion of this Deed pay the LPA's legal costs reasonably and properly incurred in the negotiation and completion of this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Deed).

## 6. **REGISTRATION**

The LPA shall register this Deed in its Register of Local Land Charges as soon as practicable after the date of this Deed.

7. **MISCELLANEOUS**

Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

8. **THIRD PARTY RIGHTS**

This Deed gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the LPA's statutory functions.

9. **NO WAIVER**

No alteration in the terms of this Deed nor any forbearance or forgiveness on the part of the LPA in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Developer from any liability under this Deed.

10. **RELEASE**

No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

11. **DISPUTE RESOLUTION**

In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be governed by Clause 11 of the Original Agreement.

12. **NO FETTER**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the LPA in the exercise of its functions in any capacity.

13. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

14. **DELIVERY**

The provisions of this Deed shall be of no effect until this Deed has been dated.

## SCHEDULE 1

### 1. VARIATIONS TO SCHEDULE 2 OF THE ORIGINAL AGREEMENT

- 1.1 Paragraphs 3.4, 3.5, 3.6 and 3.7 shall be deleted from Schedule 2 of the Original Agreement and replaced with the following:

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| 3.4 | persons attending summer schools held at UCL;                            |
| 3.5 | attendees of events being run by a Higher Education Institution;         |
| 3.6 | attendees of summer schools being run by a Higher Education Institution; |
| 3.7 | attendees of conferences that are being held at UCL;                     |

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### 2. VARIATIONS TO SCHEDULE 9 OF THE ORIGINAL AGREEMENT

- 2.1 The following definitions shall be deleted from Schedule 9 of the Original Agreement:

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| "Creche"; "Health Centre"; "Health Centre Delivery Strategy" and "Shell and Core Standard" |
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- 2.2 The definition of "Interim Healthcare Strategy" at Schedule 9 of the Original Agreement shall be deleted and replaced with:-

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| <p><b>"Interim Healthcare Strategy"</b> means a strategy setting out how UCL shall provide interim healthcare for Occupants and staff of Phase 1 and such strategy shall as a minimum provide for the following:</p> <ul style="list-style-type: none"><li>(a) at all times signpost(s) to local GP services; and</li><li>(b) referral to the Bloomsbury GP service (where UCL has an arrangement with a local GP to see any UCL student if required)</li></ul> <p>and shall include such revised version of the Interim Healthcare Strategy as may be Approved by the LPA pursuant to paragraph 3.4 of this Schedule 9</p> |
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- 2.3 Paragraphs 2 and 4 of Schedule 9 of the Original Agreement shall be deleted.

- 2.4 Paragraph 3 of Schedule 9 of the Original Agreement shall be deleted and replaced with:

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| <p><b>3. INTERIM HEALTHCARE STRATEGY</b></p> <p>3.1 Prior to Occupation of Phase 1 UCL shall submit to the LPA for its written Approval the Interim Healthcare Strategy.</p> <p>3.2 UCL covenants not to Occupy, nor permit the Occupation of Phase 1 unless and until the Interim Healthcare Strategy has been Approved by the LPA.</p> |
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- 3.3 The Interim Healthcare Strategy shall be implemented as Approved by the LPA for the lifetime of the Development.
- 3.4 UCL may from time to time submit a revised version of the Interim Healthcare Strategy to the LPA for its Approval.

**IN WITNESS** whereof the parties hereto have executed this Deed as a deed the day and year first before written.

**EXECUTED** as a Deed (but not delivered until )  
dated) by affixing the common seal of **LONDON** )  
**LEGACY DEVELOPMENT CORPORATION** )  
in the presence of:- )

*A. H. Smith*  
.....  
Authorised signatory



*Executed*  
**EXECUTED AS A DEED BY AFFIXING**

**THE COMMON SEAL** of )  
**UNIVERSITY COLLEGE LONDON** was )  
hereto affixed in the presence of:- )

*OG*  
*Beef*  
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Authorised signatory

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Authorise signatory

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