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Title Number BGL46522

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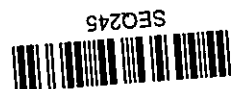


Dated

22 November

2010

- (1) LONDON UNDERGROUND LIMITED
- (2) NOTTING HILL PREPARATORY SCHOOL LIMITED



Deed of variation



relating to a Lease dated 9 October 1998 made between (1) London Underground Limited and (2) Belgo Group Plc in respect of passageway adjoining 124 Ladbroke Grove, London, W1D 5NE

It is hereby certified that this
is a true copy of the original
document

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26 April 2010

PARTICULARS

Date	22 November 2010
Landlord	LONDON UNDERGROUND LIMITED (registered number 1900907) whose registered office is at 55 Broadway London SW1H 0BD.
Tenant	NOTTING HILL PREPARATORY SCHOOL LIMITED (registered number 04677024) whose registered office is at 95 Lancaster Road, London, W11 1QQ.
New Plan	The plan numbered RF/LADBRKGR-01 attached to this Deed of Variation and to be referred to as Plan 2 in the Principal Deed.
Principal Deed	A Lease dated 9 October 1998 made between (1) London Underground Limited and (2) Belgo Group Plc.

THIS DEED OF VARIATION is made on the date set out in the Particulars

BETWEEN

- (1) The Landlord; and
- (2) The Tenant.

BACKGROUND

- (A) The Principal Deed was entered into by the persons whose names appear in the definition of the Principal Deed in the Particulars.
- (B) The parties to this Deed of Variation are now or remain entitled to the benefit of the Principal Deed and have agreed to vary it on the terms set out in this Deed of Variation.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 Words and expressions defined in the Principal Deed have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.
- 1.2 The provisions of the Principal Deed relating to its interpretation apply to this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation.
- 1.3 This Deed is supplemental to the Principal Deed. A breach of this Deed is to be regarded as a breach of the Principal Deed and will permit the Landlord to exercise its right of re-entry under the Principal Deed.
- 1.4 Any sums payable under this Deed will be recoverable as rent in arrears under the Principal Deed.
- 1.5 The Particulars form part of this Deed and words and expressions set out in the Particulars are to be treated as defined terms in this Deed.
- 1.6 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. ADDITIONAL CLAUSES

The Principal Deed is to be read and interpreted as if the provisions set out in **Part 1 of Schedule 1** were set out in full in the Principal Deed.

3. **ADDITIONAL PLAN**

3.1 The Principal Deed is to be read and interpreted as if:

3.1.1 the New Plan were annexed to the Principal Deed; and

3.1.2 every reference in the Principal Deed to the New Plan is referred to as Plan numbered 2.

4. **EFFECTIVE DATE**

The amendments to the Principal Deed made by this Deed of Variation take effect from and including the date of this Deed of Variation.

5. **OBLIGATIONS IN THE PRINCIPAL DEED**

5.1 The terms of the Principal Deed continue in effect as amended by this Deed of Variation.

5.2 This Deed of Variation does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed of Variation.

6. **REGISTRATION**

6.1 The Tenant agrees to make an application to the Land Registry to note this Deed of Variation on the register of title number BGL46522 and, on completion of the registration, to provide official copies of that title number to the Landlord showing that the registration has been made.

7. **EXECUTION**

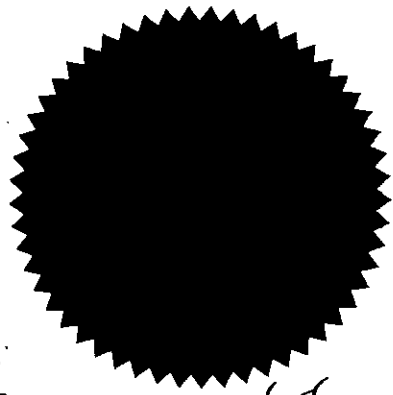
The Landlord and the Tenant have executed this Deed of Variation as a deed and it is delivered on the date set out in the Particulars.

SCHEDULE 1

Part 1: Additional Clauses

1. The following clauses are inserted as a new clauses 1(D) and 1(E) of The Second Schedule of the Principal Deed:
 - (D) To keep up to three refuse bins at the part of the Premises shown marked 'X' on Plan 2 provided that the Tenant shall not lock or secure the said bins at the Premises.
 - (E) With the Landlord's Approval To fit a door as shown marked 'Y' on Plan 2 which opens out over the Premises provided that on not less than 12 months written notice to the Tenant by the Landlord and at the Tenant's cost the Landlord can require the Tenant to re-instate the door.
2. The following clauses are inserted as new clauses 5(E) and (F) of the Principal Deed:
 - (5) (E) Save for the refuse bins located on the Premises in accordance with clause (D) in the Second Schedule the Tenant shall not store any other objects or items on the Premises at any time.
 - (F) To ensure the door fitted in accordance with clause (E) in the Second Schedule is adequately secured when not in use.

EXECUTED as a deed by affixing
the common seal of
LONDON UNDERGROUND LIMITED
in the presence of:



Director

John Cameron

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Director / Secretary

[Signature]

in the presence
of a person authorised by

SIGNED as a deed by
NOTTING HILL PREPARATORY SCHOOL
LIMITED acting by a director and its
secretary or two directors

John Cameron

Director

A. Clark

Director / Secretary



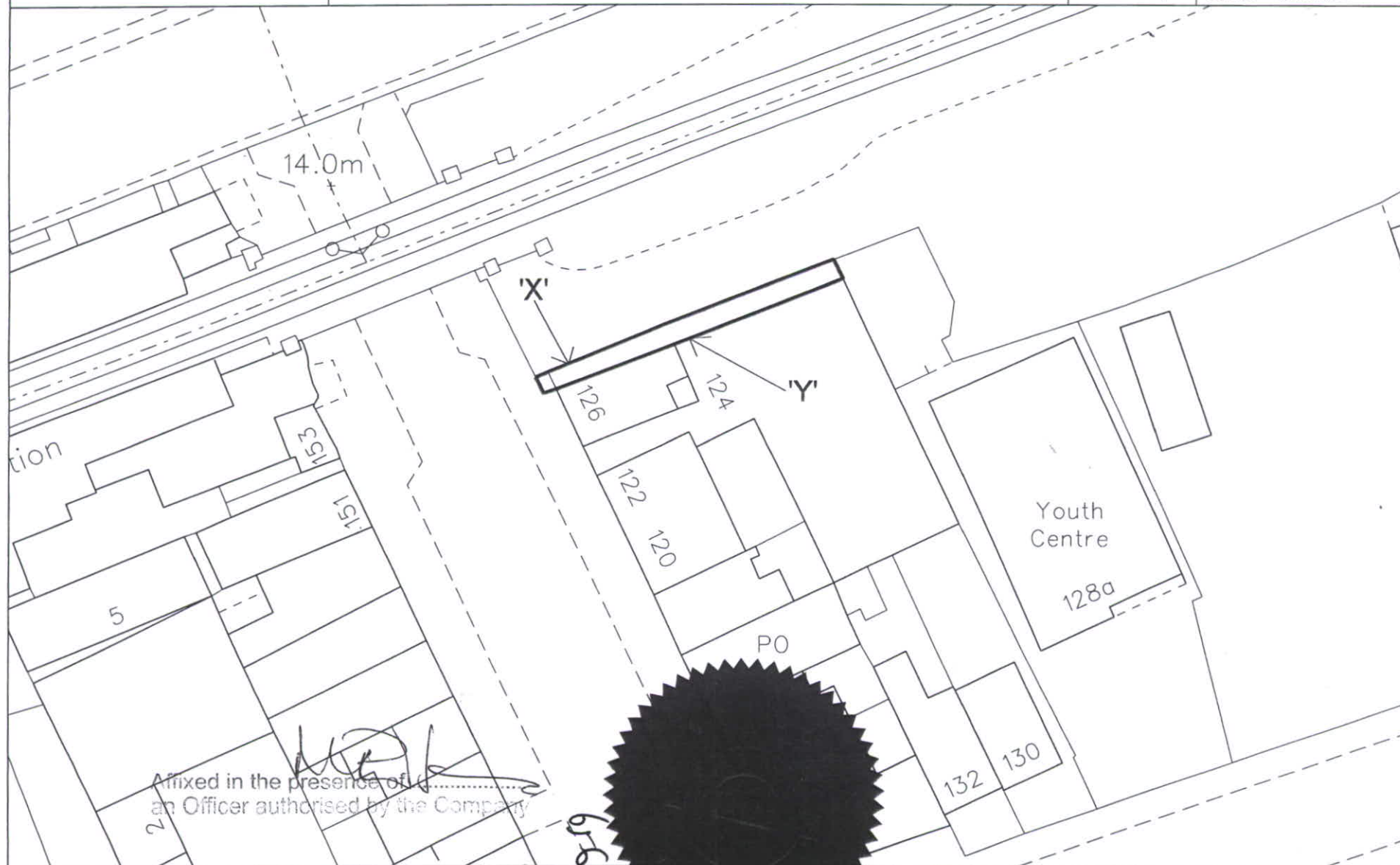
Transport for London
Group Property &
Facilities Directorate
Victoria Station House
191 Victoria Street
London SW1E 5NE

PASSAGEWAY ADJOINING 124 LADBROKE GROVE



A4 Landscape

Date :	20/04/2010
Initials :	AK
Drg No. :	RF/LADBKRGR-01
Rev :	-
Scale :	1:500 at A4



MAYOR OF LONDON

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