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Title Number BGL75494

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EVERSHEDS

Dated 22 November

2010

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

SE0243



Deed of Easement

relating to properties known as passageway adjoining 124 Ladbroke
Grove, London, W1D 5NE

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

DMH Stallard LLP
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New Fetter Lane
London EC4A 3BF

9/12/10



COPY

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PARTICULARS

Date

22 November 2010

Grantor

LONDON UNDERGROUND LIMITED (registered number 1900907) whose registered office is at 55 Broadway, London SW1H 0BD.

Grantee

NOTTING HILL PREPARATORY SCHOOL LIMITED (registered number 04677024) whose registered office is at 95 Lancaster Road, London W11 1QQ.

Grantor's Property

The freehold property known as the passageway adjoining 124 Ladbroke Grove, London W10 5NE forming the property comprised in BGL75494.

Grantee's Property

The freehold property known as 124 Ladbroke Grove, London W10 5NE forming the property comprised in title number BGL46523.

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

BETWEEN

- (1) The Grantor; and
- (2) The Grantee.

BACKGROUND

- (A) The Grantor is the owner of the Grantor's Property and the Grantee is the owner of the Grantee's Property.
- (B) The Grantor and the Grantee have agreed to grant the rights and enter into the covenants in this Deed for the benefit of the Grantee's Property.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Deed:

- 1.1.1 the clause headings do not affect its interpretation;
- 1.1.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.1.3 references to any statute or statutory provision include references to:
 - 1.1.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - 1.1.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.1.4 references to the Grantor's Property and Grantee's Property include any part of them;
- 1.1.5 "including" means "including, without limitation";
- 1.1.6 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the party receiving the benefit of the indemnity and all costs, damages, expenses, liabilities and losses incurred by that party;
- 1.1.7 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.1.8 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

1.2 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.

1.3 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. **RIGHTS GRANTED**

In consideration of the covenant given by the Grantee in **Schedule 2** and the rights reserved at **Schedule 3** the Grantor with full title guarantee grants the Grantee the rights over the Grantor's Property set out in Schedule 1 for the benefit of the Grantee's Property.

RESTRICTIVE COVENANTS

The Grantee covenants with the Grantor for the benefit of the Grantor's Property that the Grantee and its successors in title shall at all times observe and perform the Grantee's Covenants set out in **Schedule 2**.

3. **EXECUTION**

The Grantor and the Grantee have executed this Deed of Easement as a deed and it is delivered on the date set out in the Particulars.

SCHEDULE 1

The Rights

1. Windows

- 1.1 To install windows in the external wall of the building situated on the Grantee's Property on the condition that such windows open inwards only and do not open over the Grantor's Property and provided that the Grantee fits locks to the windows to prevent an opening of more than 3 inches.
- 1.2 Notwithstanding the Grantor's agreement to the installation of windows in accordance with paragraph 1.1 above the Grantor reserves any right of light over the Grantor's Property.

2. Overhanging

The Grantor acknowledges that the windowsills referred to in paragraph 1 above may protrude over the Grantor's Property by up to a maximum of 75mm and the plastic guttering and plastic down pipes may protrude over the Grantor's Property by up to 250mm and 150mm respectively and the Grantor grants the Grantee a right for the windowsills, plastic down pipes and plastic guttering to protrude over the Grantor's Property, and the Grantee shall keep all gutters and down pipes in good repair and condition.

3. CCTV

- 3.1 The Grantee may install and fix upon the Grantee's Property a CCTV unit so as to overhang the Grantor's Property provided that such unit is fitted not less than 3.5 metres high and in a location previously agreed between the Grantor and the Grantee.
- 3.2 In the event that Grantee installs CCTV in accordance with paragraph 3.1, the Grantor shall use reasonable care to prevent any damage to such equipment and in the event that any such equipment is damaged due to any act by the Grantor the Grantor shall repair or replace the damaged equipment as soon as is reasonably practicable.

4. Cleaning

The Grantor shall permit the Grantee its employees workmen and agents to enter the Grantor's Property at all reasonable times on reasonable prior written notice (save in the case of emergency) and with the Grantor's prior approval of the Grantee's method of working:-

- 4.1 To clean repair maintain and replace the items referred to in paragraphs 1 to 3 above.
- 4.2 To clean repair and maintain and replace the wooden cladding attached to the exterior of the building situated on the Grantee's Property.

SCHEDULE 2

Grantee's Covenants

The Grantee shall:

1. **Damage**

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction.

2. **Obstruction or waste**

Not obstruct the Grantor's Property or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

3. **Repair**

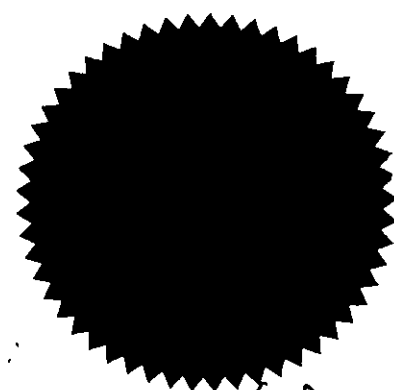
Keep all gutters and down pipes in good repair and condition.


SCHEDULE 3

Rights reserved

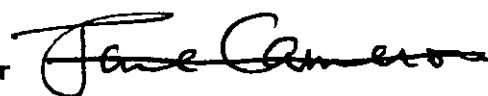
In the event the Grantee does not comply with the repairing obligations in paragraph 2 of **Schedule 1** the Grantor shall reserve the right to enter the Grantee's Property to repair the gutters and down pipes at the cost of the Grantee.

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





Affixed in the presence of
an Officer authorised by the Company

)
)
)
)
)
Director

 657

Director / Secretary

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

)
)
)
)
)


Director



Director / Secretary