

TENANCY AGREEMENT

for letting residential dwellinghouse

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant.

Date

Landlord(s) Nutmeg Properties Limited of 16 Finchley Road, St John's Wood, London NW8 6EB

Note: any notice under Landlord and Tenant Act 1987, S48 can be served on the Landlord at the above address

Tenants(s) Mrs Kathleen Verougstraete and Mr Xavier Vanpoucke whose address for service of notices is 77E Belsize Lane, Belsize Park, London NW3 5AU

Property Flat B, 20 Belsize Square London NW3 4HT

Contents The fixtures and fittings, furniture, carpets, curtains and other effects at the Property on commencement of the Term or provided by the Landlord to the Tenant during the Term

Inventory Any inventory of condition and/or contents in respect of the Property produced by or on behalf of the Landlord or the Landlord's agent in respect of this tenancy

Term 18 months commencing on 1 February 2012 and expiring on 31 August 2013

Rent £8,666.66 per calendar month

Payment monthly in advance the first payment to be made on 1 February 2012

Deposit Deposit £12,000

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against payment of the Rent
3. The Tenant agrees with the Landlord:
 - (3.1) To pay the Rent on the days and in the manner specified to the Landlord by standing order
 - (3.2) To pay promptly to the authorities to whom they are due, council tax, water rates and outgoings (including without limitation gas, electric, light and telephone (if any) relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of gas, electricity and telephone if the same is disconnected
 - (3.3) Not to damage or injure the Property or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord
 - (3.4) Not to leave the Property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended

(3.5) To keep the interior of the Property and the Contents in good and clean condition and complete repair (damage by accidental fire, accidental water leaks and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy

(3.6) To pay the Landlord the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property

(3.7) To yield up the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the Term

(3.8) To pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the Term including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled stained or damaged during the tenancy

(3.9) To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the Term

(3.10) To allow the Landlord and any person authorised by the Landlord at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) to enter the Property for the purpose of viewing, inspecting its condition and state of repair or for the purpose of repair or repainting

(3.11) Not to assign, or sublet, part with possession of the Property, or let any other person live at the property

(3.12) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(3.13) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(3.14) Not to permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or to the occupiers of the neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase

(3.15) Not to keep any animals or birds on the Property without the Landlord's written consent such consent if granted to be revocable at will by the Landlord

(3.16) To keep the gardens and/or terrace (if any) neat and tidy at all times and not remove any trees or plants

(3.17) To comply with the terms of the lease under which the Landlord holds its interest in the Property (save for the payment of rent and service charges) and not to do anything which would put the Landlord in breach of those terms

(3.18) To replace all fuses light bulbs and fluorescent tubes as and when necessary

(3.19) Keep cleansed and free from obstruction all gutters sewers drains sanitary apparatus water and waste pipes and ducts belonging to or forming part of the Property provided that they are in such condition at the commencement of the Term and replace all washers and to keep the Landlord and all other tenants and occupiers of the building of which the Property forms part fully indemnified against failure to comply with this covenant

(3.20) Not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior consent of the

Landlord and if any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost pay to the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost key belonged

(3.21) To ensure that whenever the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated

(3.22) Not to pull down alter add to or in any way interfere with the construction or arrangement of the Property or the internal or the external decoration or decorative scheme or colours thereof

(3.23) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing not to hang affix place or stand any picture placard poster or similar item upon in or against any wall and not to pierce nail pin screw peg or bolt into any walls or ceilings

(3.24) To pay the Landlord's reasonable costs of and in connection with:-

(i) The preparation of any Check out Schedule or Schedule of dilapidations whether during or at the end of the said tenancy.

(3.25) To notify the Landlord immediately of any damage or leak in the Property and to take all reasonable action to minimise any further damage that may be caused to the Property as a result thereof

4. The Landlord agrees with the Tenant that provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord

(4.1) The Landlord shall insure the building in which the Property is situated against fire, and such other risks as the Landlord would normally insure against.

(4.2) The Landlord will supply the following furniture during the Term: double bed and mattress, dining table and 6 chairs, 4 x high stools, wardrobes for each bedroom

5. The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement, or should the rent be in arrears by more than fourteen days whether formally demanded or not

6. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

“The Landlord” includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually

7. The parties agree:

7.1 That Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988

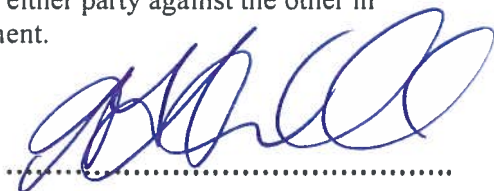
7.2 That the tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

- 7.3 That the Landlord may terminate this tenancy in any circumstance where any person with an interest in the Property superior to that of the Landlord may terminate the Landlord's interest in the Property
- 7.4 That whenever there is more than one party comprising the Tenant all covenants and obligations can be enforced against all of the tenants jointly and severally
- 8. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special conditions:

The Landlord or the Tenant shall be entitled to terminate this tenancy by serving on the other at least two month's prior written notice to terminate such notice (a) to expire not earlier than 12 months after the commencement of the Term and (b) not to expire on any date in November, December or January in any year and in such event this tenancy shall terminate on expiry of the notice but without prejudice to the rights of either party against the other in respect any antecedent breach of the terms of this agreement.



SIGNED by or on behalf of the LANDLORD(S)

In the presence of:-

Witness Signature *Philip Mizon*

Name *PHILIP MIZON*

Address *16 FINCHLEY ROAD*

LONDON, NW8 6ED

Occupation *PROPERTY MANAGER*

SIGNED by the TENANT(S)

.....

Kathleen Verougstraete

.....

Xavier Vanpoucke

In the presence of:-

Witness Signature.....

Name.....

Address.....

.....

Occupation.....