

AGREEMENT

for letting a furnished dwellinghouse on an assured shorthold tenancy:

THIS TENANCY AGREEMENT is made on the 24th Sept 12 between

Parties

1. Cheniston Investments Ltd
(Landlord)

2. Nicolas Costabile, Ignacio Paullier, Laura Bouche
(Tenant)

Property

The dwelling known as

Basement, 40 Cheniston Gardens, London W8 6TH

Together with (1) the use of entrance hall and lift (if any) staircase outer door and vestibule of the building in common with the other tenants and occupiers thereof together with the use of the garden (if any) and (2) the fixtures furniture and effects now in and upon the property and more particularly specified in the inventory.

Term

A term of 12 months from

Rent

£ 1860 per month

Payable

in advance by first payment £7440 and thereafter quarterly at £5580 with the final payment being £3720, payment on commencement to European Property Management's bank HSBC Acc 51158511 Sort code 40 04 04 and thereafter direct to the Landlords bank: Nat West Acc 25894978 Sort code 50 30 10

First payment to be made on or before 24th September 2012

THIS agreement creates an assured shorthold tenancy within part 1 chapter 2 of the housing act 1988 and the provisions for the recovery of possession by the landlord in section 21 thereof apply accordingly, save where a landlord serves a notice under section 2 of schedule 2a to that act.

INTERPRETATION

1. Where the context admits
 - (a) "The Landlord" includes the persons for the time being entitled in the reversion expectant on the tenancy.
 - (b) References to the property include references to any part or parts of the property and the fixtures furniture and effects or any of them.

Innitials NC
dl.

(c) "Agent" means agent for the time being of the Landlord or Superior Landlord as the case requires.

TENANTS OBLIGATIONS

2. The tenant will:

- (1) Pay the rent at the time and in the manner specified.
- (2) Perform and observe any obligation arising under the Local Government Finance Act 1988 or regulations made there under to pay contributions to a collective community charge.
 - (2a) Pay for all water charges during the tenancy or a proper proportion of the amount of such charges to be assessed according to the duration of the tenancy.
 - (2b) The tenant will ensure the telephone line is transferred into their name and be connected at the beginning of the tenancy but will not apply to have the number transferred to any other property at the end of the tenancy unless an alternative number is first obtained from British Telecom..
 - (2c) Pay for all gas & electricity during the tenancy and ensure both these are in their own names at the start of the tenancy. The tenant must transfer these back to the Landlord on expiration of the tenancy.

DEPOSIT AND DILAPIDATIONS CLAIMS

(3) To pay on the signing hereof a deposit of £1860 to be held by the Landlord for the duration of the tenancy as security for the due payment by the tenant of all charges payable by the tenant hereunder in respect of damage to the said premises fixtures fittings and furniture and for any damage which might be claimed by the landlord by reason of any breach or non-performance by the tenant of any of the conditions and agreements contained herein and to be observed.

3.1 Deductions may be made from the Deposit according to clause 3.6 below.

3.2. A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Cheniston Investments Ltd

3.3 Cheniston Investments Ltd will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If Cheniston Investments Ltd fails to provide proof within 14 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

3.4 No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

3.5 All interest earned will belong to Cheniston Investments Ltd.

Initials

NC
LP

3.6 The Deposit has been taken for the following purposes:-

(i) Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

(ii) The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

(iii) Any unpaid accounts for utilities or water charges or other similar services or Council Tax incurred at the property for which the tenant is liable.

(iv) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

3.7 The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 541
Amersham
Bucks
HP6 6ZR
phone 0845 226 7837
email deposits@tds.gb.com
fax 01494 431 123

3.8 At the end of the Tenancy:-

(i) The Landlord must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit

(ii) If there is no dispute the Agent/ Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.

(iii) The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner ("ICE") may regard failure to comply with the time

Initials

NC JP

limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

(iv) If, after 10 working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to the next sub-clause below) be submitted to the ICE for adjudication.

All parties agree to co-operate with the adjudication.

(v) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of Directors of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

(vi) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by subclauses

(4) Use the property in a proper and tenant like manner.

(5) Keep the interior of the property and all fixtures and fittings therein in good condition and complete repair and immediately replace all broken glass.

(6) Preserve the furniture and effects from being destroyed or damaged and make good/pay for repair or replacement with articles of a similar kind and of equal value such of the furniture and effects as shall be destroyed lost broken or damaged.

(7) Deliver up to the Landlord the property and all new fixtures and additions and the furniture and effects as specified in the inventory or the articles substituted for the same at the expiration or sooner determination of the tenancy in such good condition and complete repair as aforesaid. .

(8) Leave the furniture and effects at the expiration or sooner determination of the tenancy in the rooms or places in which they were at the commencement of the tenancy.

(9) Pay for the washing including ironing and pressing of all linen carpets soft furnishings which have been used during the tenancy.

(10) Permit the landlord and superior landlord or their respective agents with or without workmen and others at all reasonable times during the tenancy upon twenty four hours notice, except in the case of an emergency to enter the property for the purpose of repairing and painting thereof or of carrying out and completing any structural or other repairs or the examination of the building.

- (11) Permit the landlord or agent so to enter with twenty four hours notice for further purposes and for the examination of the interior of the property and of any of the fixtures and fitting therein.
- (12) Permit the landlord or the agent to give the tenant notice in writing of all wants of repair cleansing amendments and restorations to the interior of the property then found and of all such destruction loss breakage or damage of or the furniture or effects as the tenant shall be bound to make good then found and by such notice to require the tenant to repair cleanse amend and restore or make good the same respectively.
- (13) Not remove the furniture and effects specified in the inventory or any part thereof or any substituted furniture and effects from the property.
- (14) Not to assign underlet charge or part with or share possession of the property or any part thereof, and not to take in lodgers, boarders or paying guests.
- (15) Not to carry on or permit to be carried on upon the property any profession trade or business whatsoever or let apartments or receive paying guests on the property but use the same as a private residence only for the occupation of the tenant(s) or their immediate family.
- (16) Not to do 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 the superior landlord or the tenants or occupiers of the remainder of the building or to the occupier of any of the adjoining premises or which may vitiate any insurance of the building and contents against fire or otherwise increase the ordinary premium therein.
- (17) (I) Not damage or injure the property or make any alteration in or additions to it without written consent.
- (ii) Not redecorate the property or any part thereof without first obtaining the landlords written approval.
- (iii) Not to fix nails screws hooks or adhesive materials to any interior or exterior surfaces without the written permission of the landlord.
- (18) Not to hang or allow to be hung any clothes or other articles on the outside of the property.
- (19) Keep clean open and in good working order and free from obstruction all baths sink taps lavatory cisterns drains waste and other pipes gutters down pipes and gulleys on or serving the property.

Innitials

NC LP

- (20) Give to the landlord or landlords agent immediate written notice of any damage or destruction or loss happening to the property or the fixtures furniture and effects whether by fire or otherwise and should repairs become necessary for which the tenant does not accept liability forthwith notify the landlord or the landlords agents.
- (21) If any goods belonging to the tenant shall not have been removed from the property upon the date of expiration or sooner determination of the tenancy, the tenant shall continue to pay rent until the tenant shall have moved all such goods from the property.
- (22) Whenever the property is left unattended fasten securely all deadlocks or other locks and bolts fitted to doors and windows permitting access to the property and during the winter months and at any other time as necessary take adequate precautions to avoid damage by freezing.
- (23) Have all the chimneys and flues belonging to the property thoroughly swept and cleansed as often as necessary.
- (24) Clean all the windows of the property once at least every month of the tenancy.
- (25) Not deposit any store of coal elsewhere than in the cellar or receptacle provided for the purpose nor keep any combustible or offensive goods provisions or materials on the property.
- (28) Within seven days after receipt of any notice given or order made by any competent authority in respect of the property give full particulars thereof to the landlord and to take all reasonable steps to comply with the same and join with the landlord and at the landlords expense in taking such other reasonable action in relation thereto as the landlord may decide.
- (29) Not to play or permit to be played on the premises any musical instrument.
- (30) During the last four weeks of the tenancy to permit any person or persons to enter and inspect the premises at reasonable hours upon the arrangement of a convenient appointment made by the landlord or the agents not to exceed two hours in duration and to be restricted to two times per week other than for emergency purposes.
- (31) Not to keep or permit to be kept any animal bird or reptile in the said premises.
- (32) Not to change the locks on the property or have extra keys made without the landlord or his agents prior consent and arranging for the landlord to have three copies of the new keys upon the fitting of the lock.
- (33) To ensure that at all times during the tenancy hereby created there is a current valid television licence in force in respect of any television set in the property whether belonging to the landlord or the tenant.
- (34) The tenant hereby covenants to pay interest to be calculated on a day to day basis at the rate of 6% above Barclays base rate from time to time upon all rent and other payment due to the landlord pursuant to the terms hereof and unpaid for a period of seven days.

Initials NC

- (35) To replace any electric light bulbs which fail from any cause and any other small repair items necessary to the value of £25 or reimburse the landlord for same.
- (36) Not to remove or cause to be removed any of the growing shrubs plants or trees in the gardens to keep the garden free from weeds and properly cultivated including regular mowing of the lawns.
- (37) To notify the landlords agent in writing two weeks prior to termination of the tenancy of a forwarding address and telephone number.
- (38) The tenant shall not terminate the tenancy until the end of the period unless a further break is allowed at the end of this agreement.
- (39) In the event a tenant requires payment from the local authority or any benefits agency monies for rent these monies must be paid direct to the landlord from the paying office and by signing this agreement the tenant gives an irrevocable undertaking to comply and gives the landlord full consent to discuss the claim with the paying office and upon presentation of this agreement to the paying office consents for payments to be diverted direct to the landlord.
- (40) To pay and compensate the landlords fully for any reasonable costs expense loss or damage incurred or suffered by the landlord as a consequence of any breach of the agreements on the part of the tenant is this agreement.
- (41) In the event of any appliance breakdown including boilers, central heating, washing machine, dishwasher, microwave or such other appliance that might be in the property the Landlord will provide details of an authorized contractor and the tenant will be expected to arrange a suitable time with the contractor (to wait for and meet) in order to carry out repairs deemed necessary.

PROVISO FOR RE-ENTRY

3. Provided as follows:
- (1) If the rent or any instalment or part thereof shall be in arrear or unpaid for at least seven days after the same shall have become due (whether formally demanded or not) or
 - (2) in the event of the breach of any agreements on the part of the tenant or
 - (3) if the property shall (without prior written consent from the landlord or his agent be left vacant or unoccupied for twenty eight days or
 - (4) if the tenant being an individual shall become bankrupt or being a company should either enter into liquidation with a compulsory or voluntary or if the tenant shall enter into any distress on his goods in the property the landlord may re-enter and immediately thereupon the tenancy hereby created shall be determined but without prejudice to any right of action which the landlord may have to recover all such rent in arrear and damages in respect of any breaches of this agreement.

Initials NC



(5) the landlord has the right to terminate this tenancy after six months have expired by service of eight weeks written notice on the tenant, this notice can be served at any time during the tenancy but will not be effective until the tenant has occupied for a term of six months.

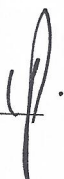
....
LANDLORDS OBLIGATIONS

4. The landlord agrees with the tenant as follows:
- (1) To pay and keep the tenant indemnified against payment of all taxes in respect of the property but not any charge which shall be paid by the tenant as hereinbefore provided.
 - (2) The tenant paying the rent and performing the agreements on the part of the tenant may quietly possess and enjoy the property during the tenancy without any lawful interruption from the landlord or any person claiming under or in trust for the landlord.
 - (3) To return to the tenant any rent payable for any period while the property is rendered uninhabitable or inaccessible by reason of fire tempest flood.
 - (4) It is agreed that the landlord will provide insurance for the property and contents as itemised on the inventory with a reputable company and keep insured during the period of the tenancy against loss or damage by fire theft flood and vandalism and the tenant shall be responsible for insuring only those items which he personally introduces into the property during the period of the tenancy.
5. **Notice** under section 48 of the Landlord & Tenant act 1987.
- The Tenant is hereby notified that notices (including notices in proceedings) must be served on the landlord by the tenant at the following address: The Engineering Office, 2 Michael Road, London SW6 2AD
6. The Landlord and tenant agree to pay the sum of £VOID plus vat each for administration charges in relation to the preparation of the tenancy and a further £n/a on subsequent renewals/ extensions.

RIDERS

7.0 In the event of any appliance breakdown including boilers, central heating, washing machine, dishwasher, microwave or such other appliance that might be in the property the Landlord will provide details of an authorized contractor and the tenant will be expected to arrange a suitable time with the contractor (to wait for and meet) in order to carry out repairs deemed necessary.

Innitials NC



AS WITNESS the hands of the said parties the day and year first above written

Signed by the above-named TENANT:

Handwritten signature

Handwritten signature

Handwritten signature
in the presence of

NAME & ADDRESS

Handwritten signature

*J. ARENS ENGINEERING CORP.
2 MICHAEL RD SW*

OCCUPATION

Signed by the above named GUARANTOR (if provided)

in the presence of

NAME & ADDRESS

OCCUPATION

Signed by the above-named LANDLORD:

in the presence of

NAME & ADDRESS

OCCUPATION

Initials NC

Handwritten initials