

GENERAL TERMS AND CONDITIONS OF LEASE OF RESIDENTIAL ACCOMMODATION WONINGSTICHTING MAASVALLEI

dated 8 March 2016

Use

1.1 The Lessee must - during the full term of the agreement - actually, properly and himself use the rented accommodation exclusively according to the intended use indicated in the Lease of Residential Accommodation and with due observance of existing restricted rights and the requirements with regard to the use of the rented accommodation determined or still to be determined by the authorities, the fire brigade and the utility companies. The term utility companies also means similar companies active in supplying, transporting and measuring the consumption of energy, water and the like.

1.2 Unless on commencement of the Lease of Residential Accommodation fitted and/or furnished accommodation is involved, on commencement of the lease the Lessee must fit out and furnish the rented accommodation. The Lessee shall keep the rented accommodation fitted out and furnished.

1.3 The Lessee shall behave in accordance with the verbal or written directions given by or on behalf of the Lessor in the interest of a proper use of the rented accommodation and of the spaces, installations and facilities of the building or complex of which the rented accommodation forms part.

1.54 Without the prior written consent of the Lessor the Lessee will not be authorised to dispose of the rented accommodation in whole or in part via lease, sub-lease or use to any third parties, including letting rooms and providing guesthouse facilities, or to waive the lease. Neither is the Lessee allowed to offer the lease, sub-lease or use of the rented accommodation to any third parties on the internet or otherwise. The consent granted by or on behalf of the Lessor shall be once-only in nature and shall not apply to other cases or successive cases. The Lessor is entitled to attach conditions to his consent.

1.5 In the event that the Lessee acts in contravention of the provisions in 1.4, he will forfeit to the Lessor a penalty immediately due and payable of EUR 2,500, to be increased by EUR 50 for each calendar day that the breach continues, with a maximum of EUR 15,000, notwithstanding the Lessor's right to claim specific performance or dissolution due to breach of contract as well as compensation, insofar as the loss exceeds the penalty. Moreover, the Lessee must pay to the Lessor all income derived from this.

1.6 If the Lessor has reasons to assume that the Lessee has disposed of the rented accommodation in whole or in part due to use or sub-lease or has provided guesthouse facilities without the Lessor's consent, the Lessee will be obliged to cooperate with an investigation by the Lessor in order to find out the facts. For instance, when requested, the Lessee is obliged to provide the personal details of the user(s) or the sub-lessee(s).

1.7 The Lessee is not allowed to use storage spaces, garages etc. belonging to the rented accommodation as a living space, as storage other than for his own non-business use, as a workshop or as a sales area or otherwise to hold sales or have sales held in or near these spaces.

1.8 The Lessor is obliged to provide the rented accommodation to the Lessee on the intended commencement date of the lease. If the intended commencement date of the lease is not a working day,

the Lessor will provide the rented accommodation to the Lessee on the next working day. However, if through no fault of his own the Lessor cannot provide the rented accommodation within due time - for instance because the previous Lessee did not vacate the rented accommodation within due time in contravention of the arrangements made, the Lessor did not obtain permits on time which were applied for within due time or because the rented accommodation has not been completed within due time - the Lessor will not be liable for this and the lease will only commence on the date on which the Lessor provides the rented accommodation to the Lessee, the latter unless the Lessee has informed the Lessor in advance in writing that he no longer wants to be bound to the lease. If the Lessor cannot provide the rented accommodation within due time, the Lessor will only be obliged to take forthwith those measures which will limit any further delay to a minimum.

Condition at the commencement and the end of the lease

2.1 The rented accommodation will be/has been delivered to the Lessee upon commencement of the lease and it has been accepted by the Lessee in a proper condition without any defects. This is the condition by which the rented accommodation can provide the Lessee with the enjoyment that the Lessee can expect on commencement of the Lease of Residential Accommodation from a well-maintained property of the type to which the Lease of Residential Accommodation relates. The condition/state in which the rented accommodation is upon the commencement of the lease, will be recorded in an inspection report/inventory to be dated and drawn up at least in duplicate, that will be signed by the parties and of which both parties receive a copy.

Should there be a defect on commencement of the Lease of Residential Accommodation this must be stated in the inspection report/inventory. Such a defect must be remedied by the Lessor within a reasonable period. Should the Lessor fail to do so, the Lessor will only be in default after the Lessee has sent a notice of default to the Lessor.

2.2 Unless otherwise agreed in writing, the Lessee shall give possession of the rented accommodation to the Lessor at the end of the Lease of Residential Accommodation or at the end of the use of the rented accommodation in the condition described upon the commencement of the lease, taking into account any activities carried out subsequently by the Lessor and the normal wear and tear and ageing.

2.3 Moreover, the rented accommodation shall be delivered fully vacated, unencumbered by use and rights of use, properly cleaned and with all the keys having been handed in to the Lessor. The Lessee is obliged to remove at his own expense all items fitted in, to or on the rented accommodation or which were taken over by him from the previous Lessee or user, unless otherwise agreed in writing. In addition, the Lessee shall repair any damage inflicted on the rented accommodation by removal of the items, deliver the walls and ceilings not wallpapered in the colour white and if the rented accommodation has a garden, leave behind the ground uncontaminated and in a proper condition (without pits or holes).

2.4 Upon the termination of the Lease of Residential Accommodation the parties will jointly inspect the rented accommodation. In this connection an inspection report will be drawn up by the Lessor to be signed by the parties. This inspection report will be compared with the inspection report drawn up on commencement of the lease.

Subsequently it will be determined whether the Lessee has to carry out maintenance and repair work. If the Lessee does not cooperate with the inspection, the findings of the Lessor represented in the inspection report will be considered to be correct subject to evidence to the contrary by the Lessee.

2.5 The Lessee shall carry out the maintenance and repair work stated in the inspection report before he definitively leaves the rented accommodation.

2.6 If the Lessee does not carry out or insufficiently carries out the maintenance and repair work represented in the inspection report, the Lessor will be entitled to have those activities carried out at the expense of the Lessee without the Lessee having to be given a notice of default for this by or on behalf of the Lessor. With regard to damage which only comes to light upon or after vacating the rented accommodation and which the Lessee should have repaired or with regard to activities only then coming to light which the Lessee should have carried out, the Lessor will also be entitled to have those activities carried out at the expense of the Lessee without the Lessee having to be given a notice of default for this by or on behalf of the Lessor.

2.7 Over the period required to carry out the activities in order to bring the rented accommodation into the condition as meant in 2.2, taken from the end date of the Lease of Residential Accommodation, the Lessee will owe an amount to the Lessor calculated according to the most recent rent applicable plus reimbursement for additional supplies and services notwithstanding the Lessor's entitlement to compensation for further damage and costs. The Lessee cannot derive any rights from this provision.

2.8 The Lessee will lose the possession of items which he is deemed to have relinquished by leaving them behind in the rented accommodation upon actually leaving the rented accommodation. These items can be removed by the Lessor, at the Lessor's discretion without any liability on his part and at the expense of the Lessee without the Lessor having any obligation to retain them. The Lessor is free to dispose of these items. He is entitled to appropriate these items or to have them put on the street at the risk of the Lessee, entirely at his discretion. The Lessor can also opt to have the respective items removed to have them immediately destroyed or to have them put temporarily into storage. If the Lessor has had the respective items transported and had them put into storage the Lessee can only retrieve these items from the Lessor during the period that they are in storage against payment in one lump sum of any amounts the Lessee owes to the Lessor. The Lessor is not liable for damage to the respective items caused during their removal, transport or storage.

2.9 The provisions in 2.8 do not apply to movables which the Lessee has transferred to the successive Lessee, provided this transfer has been notified in writing to the Lessor.

Changes by the Lessee to the furnishings and fittings or appearance

3.1 The Lessee shall always inform the Lessor in writing within due time about any changes to or addition to the furnishings and fittings or appearance which the Lessee wishes to apply or to have applied to the rented accommodation. The term change also means making holes in floors, ceilings or walls unless this involves simple screw or nail holes of small dimensions.

3.2 The Lessee is not allowed without the prior written consent of the Lessor to change in whole or in part the furnishings and fittings or the appearance of the rented accommodation or to add something to it if the changes cannot be undone and removed by the Lessee without any significant costs. Changes or

additions applied without the prior consent of the Lessor must be undone by the Lessee at the end of the Lease of Residential Accommodation.

3.3 If the rented accommodation forms part of a multi-storied building, the fitting of hard floor covering is not allowed, with the exception of bathroom(s), kitchen(s) and toilet unit(s). If the rented accommodation forms part of multi-storied building the fitting of other hard floor covering (such as parquet and laminate flooring) is only allowed if a resilient material has been fitted under that floor covering such that an insulation index of 10 dB(A) for structure-borne sound (I_{co}) is achieved. The insulation index is determined according to the NEN5077 standard for sound insulation in buildings. The floor construction must be installed as a 'floating floor', therefore completely free of the existing concrete floor or wall construction.

3.4 The Lessee requires the prior written consent of the Lessor for changes or additions on or to the outside of the rented accommodation including the land, the balcony, the common areas and the garden, unless this involves the layout of an ornamental garden.

3.5 Unless otherwise agreed by the parties in writing, the Lessor will not give his consent for changes and additions which the Lessee wishes to apply if:

- * this would impair the rentability of the rented accommodation;
- * the change leads to a decrease in value of the rented accommodation;
- * they are not necessary for the efficient use of the rented accommodation;
- * they do not increase the enjoyment of the rented accommodation;
- * there are any serious objections by the Lessor which dictate otherwise.

3.6 These serious objections by the Lessor exist in any event if the changes or additions:

- * do not comply with the relevant applicable government regulations and/or regulations of utility companies or when the permits which might be required for this have not been obtained;
- * are of insufficient technical quality;
- * impair the rentability of the rented accommodation and/or the adjacent homes;
- * impede a proper housing management;
- * cause or can cause inconvenience and/or nuisance to third parties;
- * lead to the dwelling no longer being able to be allocated to those seeking a home and belonging to the primary target group of the Lessor;
- * are or can reasonably be harmful to the rented accommodation or the building of which the rented accommodation forms part;
- * change the nature of the rented accommodation;
- * are in contravention of the conditions under which the owner of the rented accommodation has acquired the ownership of the rented accommodation.

3.7 The Lessor is entitled to attach to his consent certain conditions for the Lessee or to impose instructions particularly with regard to the materials to be used by him and their quality, the constructions to be applied and the methods to be adhered to in particular with a view to the possibility of and the consequences for future maintenance and safety. Moreover, the Lessor can attach conditions to the consent to be granted with regard to fire, storm and third party insurance, with regard to taxes and levies and with regard to liability.

3.8 In his consent the Lessor will make it known whether or not the changes must be undone at the end of the Lease of Residential Accommodation. In case the Lessor requires the changes to be undone, he will be entitled to demand a guarantee or other security for the performance of that obligation. The undoing can only be omitted if at the joint written request of the Lessee and the new Lessee the Lessor agrees to keeping intact the changes or facilities fitted by the Lessee or taken over by the Lessee, within the sense that they can be taken over by the new Lessee. This consent of the Lessor can only be requested by using a take-over form to be provided by the Lessor to the departing Lessee or to the new Lessee. The new Lessee shall subsequently in his turn at the end of the Lease of Residential Accommodation entered into with him take care of the undoing unless this can again be omitted due to the provisions set out in the opening sentence of this provision.

3.9 The Lessee is obliged to maintain and repair the changes and additions fitted or taken over by him. In the event that the Lessee has taken over any items, changes or facilities from his previous Lessee, they could never lead to any liability of the Lessor. The Lessee indemnifies the Lessor against any claims by third parties for damage caused by changes and facilities applied by the Lessee.

3.10 The walls and ceilings in the rented accommodation not wallpapered shall not be provided with wallpaper by the Lessee. The Lessee is forbidden to stick stickers on paintwork and to glue floor covering directly on to the floor screed or staircases. Texture such as stuccowork, textured paint, textured coating, plaster and the like applied on the walls by the Lessee must be undone by the Lessee at the end of the Lease of Residential Accommodation unless the next Lessee has informed the Lessor in writing that he will take over from the Lessee the texture applied to the walls and that he (the next Lessee) in his turn at the end of his Lease of Residential Accommodation will take care of their removal.

3.11 Such consent granted by the Lessor shall be once-only and shall not apply to other or successive cases.

3.12 The Lessor is not bound to a recommendation by the Lessee with regard to a subsequent Lessee for the rented accommodation; not even if that recommended successive Lessee wants to take over from the Lessee any items of the Lessee or facilities applied or changes in/to the rented accommodation.

3.13 With regard to the changes and facilities to/in the rented accommodation the provisions in 2.1 up to and including 2.9 of these General Terms and Conditions shall apply *mutatis mutandis*.

3.14 All changes applied by the Lessee in contravention of the conditions of the Lessor, must be undone at the first request by the Lessor.

3.15 If any items applied by the Lessee must be removed temporarily in connection with maintenance or repair activities to the rented accommodation or the building or its complex of which the rented accommodation forms part, the costs of this removal, any storage and the re-application will be at the expense and risk of the Lessee, regardless of whether the Lessor has given his consent for the application of the respective items.

Changes or facilities by the Lessor

4.1 If and insofar as mandatory instructions are given to the Lessor by the authorities to change, adjust or improve the rented accommodation separately, or the building or the complex of which the rented accommodation forms part, the Lessee declares that he will allow these changes in, on, to or near the rented accommodation.

4.2 If the rented accommodation forms part of a complex of multiple independent homes and the Lessor wishes to change, adjust or improve the complex or a part of it of which the rented accommodation forms part, while those activities are not mandatorily imposed by the authorities, the Lessee must give the opportunity to that end provided:

- a. at least 70% of the Lessees in the complex, or that part of it of which the rented accommodation forms part, agreed to the proposed change, adjustment or improvement;
- b. the proposed change, adjustment or improvement can for technical, organisational, social and/or financial reasons only be applied per complex or per respective part;
- c. the Lessor has informed the Lessee within due time about the intended change, adjustment or improvement and has consulted the Lessee or the residents' committee.

4.3 If the Lessor is entitled or obliged according to 4.1 or 4.2 to apply certain changes or renovations in or to the rented accommodation, the Lessor will be allowed to increase the rent by an amount that is reasonably proportionate to the costs of these interventions, changes and additions incurred by the Lessor. However, the Lessor shall not charge any increase for those changes or renovations which can be considered as remedying overdue maintenance up to the maintenance level that goes with the original rent.

4.4 Within three months after the Lessor has charged the rent increase the Lessee will be entitled to submit this increase for assessment to the rent assessment committee in order for this committee to decide whether the amount of the increase is reasonably proportionate to the costs of the improvements (the interventions or the facilities) incurred by the Lessor. The foregoing does not affect the entitlement of the parties to request a judgment from the court within eight weeks after a copy of the decision of the rent assessment committee has been sent to them.

4.5 In the event of any changes, adjustments or improvements as meant in 4.1 and 4.2 the provisions in 10.5 will be applicable.

Lift

5.1 If the complex of which the rented accommodation forms part has a lift, the Lessee, the members of his household and visitors shall accurately comply with all regulations given or still to be given by or on behalf of the Lessor, the lift installer or the authorities.

5.2 The Lessor will arrange the taking out of a lift subscription for the lift installation.

Central heating and hot-water system

6.1 If the rented accommodation has its own individually operated central heating system or hot-water system, the Lessee shall take care of its preservation 'as befits a good Lessee'.

6.2 Without any exception all costs for the repair of damage caused by negligence, injudicious use or maintenance in an incompetent manner of the systems with their accessories by the Lessee himself or persons appointed by him, are at the expense of the Lessee.

6.3 During freezing conditions the Lessee is obliged to take all measures at his disposal to prevent the central heating system, the hot-water system and the water pipes from freezing.

In the event of the absence of the Lessee during the heating season, and with a view to the danger of freezing to the systems referred to, the Lessee is not allowed to switch off the radiators of the central heating system.

6.4 If and insofar as this is not done by the Lessor at the expense of the Lessee, the Lessee must arrange at his expense to take out a service subscription with a recognised firm of fitters, which subscription shall include the periodic maintenance of the systems and their accessories. The Lessor is entitled to inspect this service subscription.

6.5 Should the central heating system or the hot-water system form part of a bigger system also serving spaces other than the rented accommodation, the central heating and the hot-water system will be commissioned and kept in operation by the Lessor and the Lessor must arrange the taking out of a service subscription.

Communal or central aerial system

7.1 If the rented accommodation has been, will be or can be connected to an existing communal or central system for the reception of television and radio programmes, the Lessee will not be allowed to fit or maintain his own (dish) aerials or to make changes to the system.

7.2 Only the connection point to the communal or central aerial system fitted in the rented accommodation can be used for the connection of receivers. For this connection the Lessee must use proper connecting cables to be purchased at his own expense.

The Lessee is liable for damage to the system caused by the use of receivers not operating properly or faulty connecting cables.

Garden, land, boundary partitions, structures

8.1 If a garden forms part of the rented accommodation, the Lessee will be obliged to lay out, use, maintain and preserve the garden as an ornamental garden such that at the Lessor's discretion it gives a carefully tended impression.

8.2 The Lessee is not allowed to use the garden/the land for the storage of items of any nature whatsoever or to store one or more cars, caravans, trailers, boats, merchandise, waste or hazardous or environmentally harmful goods.

8.3 Trees and shrubs, even the trees and shrubs present on commencement of the lease, must be maintained by the Lessee and be pruned within due time. If trees or shrubs in the garden create a nuisance, they must be removed at the expense of the Lessee. If a felling permit is required, the Lessee must apply

for it at his own expense and the Lessor must be informed. Damage caused by trees, shrubs or other plants is at the expense of the Lessee.

8.4 The Lessee is not allowed without the consent of the Lessor to install, change or remove boundary partitions, sheds, wooden structures and other structures.

8.5 If the rented accommodation adjoins a firebreak the Lessee will be obliged to maintain the trees and shrubs present in the garden/on the land in such a way that free and unimpeded access and passage to/through the firebreak is possible. The Lessee is not allowed to use the firebreak for the storage of items of any nature whatsoever or to store one or more cars, caravans, trailers, motorbikes, bikes, merchandise, waste or hazardous or environmentally harmful goods.

8.6 The provisions in 3.1 up to and including 3.15 shall apply mutatis mutandis.

Sun blinds

9.1 Without the prior written consent from the Lessor the Lessee is not allowed to fit exterior sun blinds. The Lessor is entitled to attach conditions to his consent, for instance with regard to the construction, the colour and the fixing method.

9.2 The provisions in 3.1 up to and including 3.15 shall apply mutatis mutandis.

Maintenance

10.1 Pursuant to the law, this Lease of Residential Accommodation or practice the Lessee is obliged to carry out minor repairs to, on or in the rented accommodation and the Lessor is obliged to remedy the other defects at the request of the Lessee unless this is impossible or requires spending which cannot reasonably be required of the Lessor under the given circumstances. To this end the parties - each party at his own expense - will take those measures within due time and in a proper manner, including renovations, or have them taken which are necessary and to which they are obliged by law, under any regulation or agreed conditions.

10.2 The provisions in 10.1 do not affect the Lessee's obligation included in 3.9 for the maintenance, repair and renovation of facilities fitted by or on behalf of the Lessee himself.

10.3 The minor repairs at the expense of the Lessee will be carried out by or on behalf of the Lessor if this maintenance is included in the supplies and services to be provided by or on behalf of the Lessor as described in 6 of the Lease of Residential Accommodation.

10.4 The provisions set out above do not affect the obligation of either party to take responsibility for those measures which must be taken as a result of intention, blame, negligence or injudicious use by himself or of persons for whom he is liable.

10.5 If the Lessor deems it necessary to carry out maintenance, repairs, renovations or other activities to the rented accommodation or the building or complex of which the rented accommodation forms part or to adjoining premises or have these carried out or if they are necessary in connection with the requirements or measures of the authorities or public utility companies, the Lessee will allow persons required to perform those activities access to the rented accommodation and tolerate those activities and any inconvenience without being able to claim compensation, a reduction in his payment obligation or

dissolution of the Lease of Residential Accommodation. With regard to the time these activities are performed the Lessor will consult the Lessee within due time.

10.6 If either party omits to carry out any maintenance, repair or renovation or omits to have this carried out at his expense - or if this has been carried out in an injudicious or poor manner -, the other party will be entitled to carry out those activities or have them carried out at the expense and risk of the defaulting party, after he has received a written notice of default in which he is granted a reasonable period for the performance.

If the activities at the expense of the Lessee cannot be postponed, the Lessor will be entitled to carry them out forthwith or have them carried out at the expense of the Lessee.

Access

11.1 The Lessor and all persons appointed by him are entitled to access the rented accommodation after consultation with the Lessee on working days between 8.00 am and 5.30 pm:

- to check whether the Lessee fulfils his obligations arising from the Lease of Residential Accommodation and/or these General Terms and Conditions;
- for inspection of the condition of the rented accommodation;
- to check the meter readings;
- to carry out activities on the rented accommodation;
- for a valuation of the rented accommodation;

In emergencies the Lessor will also be entitled to access the rented accommodation without consultation and/or outside the said times.

11.2 In the event of an intended sale or auction of the rented accommodation, and in the last three months before the end of the Lease of Residential Accommodation, the Lessee will be obliged, after prior notice by or on behalf of the Lessor, to give opportunity for viewing of the rented accommodation on auction days or on working days between 8.00 am and 5.30 pm. The Lessee will tolerate the usual 'to let' or 'for sale' signs or bills on or near the rented accommodation.

Damage and liability

12.1 When damage has occurred or threatens to occur in, on or to the rented accommodation, including damage or threatened damage to wires, cables, pipes, drains, sewers, systems and equipment the Lessee must inform the Lessor of this immediately in writing.

12.2 If there is an immediate threat of damage or damage arisen threatens to spread, the Lessee must notify this immediately to the Lessor and the Lessee will be obliged to take appropriate measures immediately to prevent and restrict (further) damage in or to the rented accommodation. This applies in particular if damage has arisen or threatens to arise from any weather condition.

12.3 If the rented accommodation forms part of a multi-tenanted building or a housing complex, the provisions set out in 12.1 and 12.2 will also apply to the entire building or complex, more in particular with regard to the common areas and the adjacent premises. A direct action by the Lessee will in these cases only be required if this can reasonably be expected of him.

12.4 The Lessor will not be liable for damage and loss of quiet enjoyment under the Lease of Residential Accommodation which the Lessee and/or the members of his household suffer(s) or for damage to items

owned by the Lessee and/or the members of his household as a result of visible or invisible defects in the rented accommodation, unless this damage or loss of quiet enjoyment under the Lease of Residential Accommodation is attributable to the Lessor or if that damage is caused by a defect that was present upon entering into the Lease of Residential Accommodation and that the Lessor knew then or ought to have known.

12.5 The Lessor is not liable for the damage caused to the person and/or items of the Lessee or the members of his household by storm, frost, lightning strike, severe snowfall, flooding, rising or dropping groundwater level, natural disasters, nuclear reactions, armed conflicts, civil wars, insurrections, riots, acts of war and other emergencies.

12.6 The Lessee is liable for damage to the rented accommodation caused by a failure in the fulfilment of an obligation under the Lease of Residential Accommodation attributable to him. All damage, except damage by fire, is presumed to have been caused because of that. The term Lessee in this paragraph also includes: members of the Lessee's household and third parties present in the rented accommodation.

12.7 The Lessee is obliged to take out and maintain adequate contents insurance under usual conditions. With regard to damage falling within the scope and cover of insurance taken out by the Lessee, the Lessee should first turn to his insurer.

Protection of good neighbourly environment

13.1 If the rented accommodation forms part of a building or complex which includes spaces and sites to which the Lessee has no exclusive rights of use, the Lessee must ensure that these spaces and sites are not contaminated and are not used for purposes other than those for which they are apparently, or pursuant to the Lease of Residential Accommodation or the directions of the Lessor, intended.

13.2 The Lessee is not allowed to access the roof, the switchgear rooms for the lift, the fire-escape ladders, the space for the central heating system and the space for the fire-booster system or to have these accessed.

13.3 The Lessee is not allowed to place vehicles, prams, bikes, waste or other objects elsewhere than on or in the facilities intended to this end. Should the Lessee nevertheless place them elsewhere, the Lessor will be entitled to remove these items at the expense of the Lessee.

13.4 The Lessee is not allowed to beat or hang bedding, washing etc. on the outside of the building other than within the balcony.

13.5 Without the prior consent of the Lessor the Lessee will not be allowed:

- a. to apply advertisements or have them applied in any form whatsoever for himself or for third parties on or to the rented accommodation;
- b. to connect a mechanical extractor fan or other equipment to the air duct or to have this fitted to an air duct;
- c. to fit out or use the flues present in the rented accommodation for an open fire or a so-called multi-fuel burner, unless this is for the use of a fireplace forming part of the rented accommodation;

The provisions in 3.1 up to and including 3.15 shall apply mutatis mutandis.

13.6 The Lessee is not allowed:

- a. to keep animals causing a nuisance in, around or in the direct vicinity of the rented accommodation;

b. to discharge combustion gases in any other way than via the flues present or to use the ventilation ducts to this end.

c. to cultivate, dry or cut cannabis or similar crops in the rented accommodation or have this done, to have and/or trade in narcotics from the rented accommodation or to perform any other activity penalized under the Dutch Opium Act [*Opiumwet*]. Acting in contravention of this prohibition is so serious that this justifies the dissolution of the Lease of Residential Accommodation in the shortest possible period. If the Lessee acts in contravention of this prohibition he will forfeit to the Lessor a penalty immediately due and payable of EUR 2,500 to be increased by EUR 50 per calendar day that the breach continues, with a maximum of EUR 15,000. Moreover, the Lessee must pay to the Lessor all income derived from this.

13.7 The Lessee shall not inflict any nuisance or trouble on the neighbours or Lessees of the same building or complex and ensure that third parties present with his consent as well as his or their visitors do not do this either.

13.8 The provisions in 13.1 up to and including 13.7 intend for instance to encourage a good neighbourly environment between the users of the building or complex of which the rented accommodation forms part.

13.9 The Lessee shall behave and use and maintain the rented accommodation as befits a good Lessee.

13.10 With regard to the employees of the Lessor and/or third parties engaged by the Lessor the Lessee shall behave as befits a good Lessee. Physical or verbal violence, threats, insults, aggression or any other misbehaviour will lead to appropriate (legal) actions against the Lessee, which may result in termination of the Lease of Residential Accommodation.

Additional supplies and services

14.1 Insofar as the rented accommodation forms part of a building or complex and the supplies and services also relate to other parts belonging to it, the Lessor will determine the share in the costs of those supplies and services being in his opinion reasonably at the expense of the Lessee. In this connection the Lessor does not have to take into account the circumstance that the Lessee does not use one or more of these supplies and services.

14.2 The Lessor shall provide the Lessee every year, not later than 6 months after the expiry of that calendar year, with an itemised summary of the costs of the supplies and services for which the Lessor has been charged, stating the way in which they are calculated and, insofar as this is applicable, the Lessee's share in those costs. If the Lessor is charged for costs not relating to a calendar year but another period of 12 months forming a financial year and which financial year ends in the expired calendar year, the Lessor will incorporate the costs over that other period into the summary referred to above.

On termination of the lease the summary as referred to above will relate to the period of the calendar year that has already expired at the moment of termination.

14.3 Any underpayment by the Lessee or overpayment to the Lessor as appears from the summary of the respective period, taking advance payments into account, must be topped up or returned within a month after the summary has been provided.

14.4 If required the Lessor will offer the Lessee the opportunity for one month after having provided a summary to inspect the books and other business records or their copies on which the summary is based. Inspection by the Lessee will take place at the Lessor's office address. The Lessor is not obliged to provide

the Lessee with copies of the books and other business records or their copies on which the summary is based.

14.5 The Lessee is bound to any cut-backs or expansion in the supplies and services to be provided by the Lessor and the associated amended advance amount if that amendment relates to the supplies and services which can only be provided to several Lessees jointly and at least 70% of the Lessees have agreed to this. A Lessee who did not agree to the amendment can, within eight weeks after the written notice from the Lessor that agreement has been reached with at least 70% of the Lessees, turn to the court for a decision with regard to the reasonableness of the proposal.

14.6 If the supplies and services include the supply of gas, electricity, heat and/or (hot) water, the Lessor can, after consultation with the Lessee, adjust the manner in which the consumption is determined and the Lessee's share in the costs of the consumption linked to this.

14.7 If the consumption of gas, electricity, heat or (hot) water is determined on the basis of supply meters and due to the non-operation or inaccurate operation of these meters a dispute arises about the Lessee's share in the costs of consumption, this share will be determined by a company specialising in measuring and determining consumed gas, electricity, heat and/or (hot) water. This also applies to damage, destruction or fraud with regard to the meters notwithstanding all other rights which the Lessor will have on the Lessee in that case such as the right to have the meters repaired or renovated and compensation for loss suffered.

Costs of consumption

15. The costs of consumption of water, gas, electricity and other energy including the costs of entering into a supply agreement and the standing charge for this as well as the costs associated with the supply of image, sound and other signals are at the expense of the Lessee, even if the Lessor is charged for these by the supplier.

The Lessee is obliged to comply with the rules and regulations of the respective bodies and must tolerate the fitting and reading of meters at his expense. Penalties, expenses and loss caused by or payable due to acts by the Lessee in contravention of the regulations with regard to these provisions will be at the expense of the Lessee.

Payments

16. The payment of the rents and of anything else due pursuant to this Lease Agreement, must take place not later than on the due dates, in legal Dutch tender, without any suspension, discount, deduction or set-off against any claim which the Lessee has or allegedly has on the Lessor, - except for the case as provided for in Section 7:206 subsection 3 of the Dutch Civil Code - by payment or transfer into an account to be specified by the Lessor. The Lessor is free to change the location or manner of payment by means of a written notice to the Lessee. The Lessor is entitled to determine from which outstanding claim under the Lease of Residential Accommodation a payment received by him from the Lessee can be deducted unless the Lessee has explicitly indicated otherwise on payment. In the latter case the provisions in Section 6:50 of the Dutch Civil Code will not be applicable.

Several liability, co-lease

17.1 If multiple persons have bound themselves as Lessee, they will always each be jointly and severally liable for the whole towards the Lessor with regard to all obligations arising from the Lease of Residential Accommodation. Postponement of payment or remission by the Lessor to one of the Lessees or an offer to this end, will only relate to that Lessee.

17.2 A person who together with one or more others has entered into the Lease of Residential Accommodation with the Lessor and who has signed it, without this constituting a legal co-lease, will not lose his capacity as Lessee by leaving the rented accommodation permanently. He will then also remain jointly and severally liable for the obligations under the Lease of Residential Accommodation. A contractual co-lessee can only terminate the Lease of Residential Accommodation by giving notice jointly with the other Lessee(s).

17.3 Upon entering into the Lease Agreement the Lessee must inform the Lessor whether he is married or has entered into a registered partnership. The Lessee must disclose the personal details of his partner to the Lessor. If the Lessee marries after entering into the Lease of Residential Accommodation, or enters into a registered partnership, he must inform the Lessor of this immediately in writing stating the personal details of the partner.

17.4 The obligations under the Lease of Residential Accommodation are joint and several, also with regard to heirs and other successors of the Lessee.

Rent adjustment

18. If the rented accommodation is independent housing accommodation with a deregulated rent:

- * the annual rent adjustment will take place on the basis of the change in the monthly price index figure according to the consumer price index (CPI), all household series (2006=100), published by Statistics Netherlands (CBS) to be increased by a surcharge annually to be determined by the Lessor of a maximum of 7%;
- * the adjusted rent will be calculated according to the formula: the adjusted rent is equal to the applicable rent on the adjustment date, multiplied by the index figure of the fourth calendar month before the calendar month in which the rent is adjusted, divided by the index figure of the sixteenth calendar month before the calendar month in which the rent is adjusted, to be increased by a surcharge annually to be determined by the Lessor of a maximum of 7%;
- * if the CBS discontinues the publication of the said price index figure or changes the basis of its calculation a comparable index figure will be applied as far as is possible, to be increased by a surcharge annually to be determined by the Lessor of a maximum of 7%, and in the event of a disagreement in this respect any interested party can apply to the Director of the CBS for a decision which will be binding on the parties. Each party shall bear half of any costs in this respect;
- * the adjusted rent will also apply if no separate notice of the adjustment has been sent to the Lessee.

Termination by giving notice

19.1 Giving notice of termination of the Lease of Residential Accommodation must take place via a bailiff's notification or a registered letter.

19.2 Termination of the Lease of Residential Accommodation by the Lessee can take place as of any day of a calendar month provided this day is not a Saturday, Sunday or public holiday, in which case the termination will take place as of the next working day thereafter. The Lessee must observe a notice period of one month.

19.3 Termination of the Lease of Residential Accommodation by the Lessor will take place with due observance of a notice period of at least three months. This period will be extended by one month for every year that the Lessee has had the uninterrupted use of the rented accommodation under the Lease of Residential Accommodation, up to a maximum of six months.

19.4 Termination of the Lease of Residential Accommodation by the Lessor can only take place on the basis of one or more grounds specified in the Dutch Civil Code.

Being in default / penalty clause

20.1 The Lessee is in default by the mere expiry of a certain period.

20.2 If the Lessee is in default of the timely and full payment of an amount of money, he will owe the statutory interest on the principal sum due from the due date until the day the principal sum has been paid in full.

20.3 If the Lessee fails attributable in fulfilling any obligation resting on him by law and/or under the Lease of Residential Accommodation and therefore the Lessor has to take legal action and/or extrajudicial measures, all costs arising from this will be at the expense of the Lessee.

20.4 If the failure consists of the late payment of an amount of money and in connection with its collection extrajudicial costs have to be incurred, the Lessee, if he is a natural person, not acting in the course of his professional or business activities, will owe compensation for the extrajudicial costs, all this with due observance of Section 6:96 subsections 2 up to and including 6 of the Dutch Civil Code. The amount of the collection costs due will be calculated according to Article 2 of the Reimbursement for Extrajudicial Collection Costs Decree, whereby at least the minimum amount of EUR 40 referred to therein will be due.

20.5 In the event that the failure consists of the late payment of an amount of money and in connection with its collection extrajudicial costs have to be incurred, the Lessee, if he is not a natural person, will owe compensation for extrajudicial costs of at least 15% of the outstanding amount with a minimum of EUR 150. In the event that the extrajudicial collection is carried out by an authorised representative or a counsel, these amounts will be increased by the turnover tax on the extrajudicial collection costs owed by the Lessor to his authorised representative or counsel.

20.6 If the Lessee is a natural person, not acting in the course of his professional or business activities, the Lessee will only owe the extrajudicial costs referred to in 20.4 after the Lessor has requested the Lessee in writing to fulfil his payment obligation within a further fourteen days after the date of that letter and payment has not been forthcoming within that period.

20.7 In other cases the Lessor can only claim reimbursement for extrajudicial costs if the Lessor asked the Lessee in writing to fulfil his obligation(s) within a further reasonable period and fulfilment has not been forthcoming within the stipulated period.

20.8 The Lessee will owe to the Lessor a penalty immediately due and payable of EUR 50 per calendar day for every obligation under this Lease Agreement with the associated General Terms and Conditions which he does not fulfil or breaches, with a maximum of EUR 15,000, notwithstanding his obligation still to fulfil that obligation and notwithstanding the Lessor's other rights to compensation or otherwise.

Waste materials / chemical waste

21. In the event that guidelines or instructions have been laid down by the bodies entitled thereto or by the authorities with regard to (separately) offering waste materials, the Lessee will be obliged to comply strictly and continuously with these instructions.

In the event of not, or not completely complying with this obligation, the Lessee will be liable for the financial and criminal consequences and any other consequences arising from this.

Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*)

22. Upon entering into this Lease of Residential Accommodation and by signing it the Lessee grants his consent to the Lessor and to the manager (if any) to include / process the personal details of the Lessee into a file.

Requests

23. The Lessee can only invoke a consent, approval, a statement or a communication on the part of the Lessor if the Lessee has made a request to this end in writing and the Lessor has expressed his positive response to it, except in the event that this has been given by the Lessor on his own initiative. Conditions may be attached to the consent, approval or statement of the Lessor.

Complaints

24.1 The Lessee will submit any complaints or requests in writing. In urgent cases this can be done verbally, after which the Lessee shall confirm the complaint as soon as possible in writing.

24.2 Complaints about acts or omissions by the Lessor or persons performing activities on behalf of the Lessor can also be submitted in writing and/or via e-mail to the Lessor's complaints committee. At the request of the Lessee a written copy of the regulations of the complaints committee will be sent to the Lessee.

Manager

25. If the Lessor has appointed or will appoint a manager, the Lessee will turn to the manager with regard to all matters in connection with the Lease Agreement.

Indexation penalty clause

26. The amounts referred to in 1.6, 13.6 and 20.8 are based on the price level on 1 January 2013 and will be indexed each year on 1 January, for the first time on 1 January 2014, on the basis of the change in the monthly price index figure according to the consumer price index (CPI), all households series (2006=100), published by Statistics Netherlands (CBS);

Consequences of nullity or annullability

27. If a part of the Lease of Residential Accommodation or of the General Terms and Conditions are null and void or annulable, this will not affect the validity of the remaining provisions. In that case instead of the null and void or the annulled part what will be considered as agreed is what in a legally permitted manner approaches most closely to what the parties could have agreed if they would have been aware of the nullity or the annullability.