

Tenancy agreement

General tenancy agreement (12-2008 v3)

governing rooms let by Walburg bv / Wibeco bv / Wibeco Vastgoed bv.
2008

Contents

Article 1 | Payment obligation

Article 2 | General obligations and liability of the lessor

Article 3 | General obligations of the tenant

Article 4 | Work carried out (solely) by the lessor and/or third parties

Article 5 | Liability of the tenant and obligation to provide information

Article 6 | Alterations to the premises by the tenant

Article 7 | Termination of the agreement

Article 8 | Vacation of the premises at the end of tenancy

Article 1 | Payment obligation

rental and service charges

1.1 The tenant's payment obligations comprise; the rental (payment for use of the premises) and an advance payment on the items, objects and services provided (the service charges). For objects with a "rijksmonumental" character there will be a 30% surcharge and for objects with a "stadsbepalend" characters there will be a 15% surcharge.

Advance rent payment / Deposit

1.2 If the parties have entered into an advance rent payment system, the tenant should settle the agreed price for the rental of the premises in full and in advance before the start of the rental period by transferring the amount due to the bank account of the lessor. Upon signing of the tenancy agreement, an advance payment of € 500 shall be due. If the parties have agreed to the payment of a deposit, the tenant should settle the agreed price in full upon signing of the tenancy agreement.

annual rent increase

1.3 Statutory rent increases shall take effect on 1 July of each year. The rate is determined on the basis of the rent policy applicable in the year in question. The maximum permissible rate of increase is determined annually by the Minister of Housing, Spatial Planning and the Environment [Dutch: VROM].

overview of service charges

1.4 Service charges are settled periodically. The lessor undertakes to furnish the tenant with an overview of the relevant service charges. On termination of the tenancy agreement, the lessor shall draw up a final settlement of service charges.

Adjustment advance payments

1.5 Monthly advance payments are periodically adjusted.

adjustment service charges by the lessor

1.6 The tenant undertakes to approve in advance any alterations proposed by the lessor in respect of the items and objects delivered and/or services provided, any cutbacks in or additions to the objects and/or items delivered and/or services provided as part of the agreed package and/or the method adopted for the calculation of deliveries and/or services, provided that the alterations, cutbacks or additions proposed by the lessor are deemed to be in the interest of the lessor and the tenant and that the tenant therefore cannot reasonably withhold his approval.

tenant's approval

1.7 The tenant cannot reasonably withhold his permission for the proposed alteration, cutback or addition if a written survey reveals that 70% of other tenants have approved the proposed alteration, cutback or addition and the ensuing financial consequences.

adjustment advance payment

1.8 In the cases referred to in paragraphs 1.5 and 1.6, the tenant also confirms his acceptance of the financial consequences thereof and any reductions or increases in the monthly advance payment, insofar as said cutback or addition is in accordance with the currently applicable provisions. The cutback or addition shall take effect on the first day of the month following the date of the alteration, cutback or addition.

Article 2 | General obligations and liability of the lessor

availability of the premises

2.1 The lessor will make the premises available to the tenant on the agreed date.

2.2 The lessor assumes no liability for any loss suffered by the tenant due to the inability of the lessor to make said

residential accommodation available to the tenant on the agreed date due to untimely availability of the premises or the

failure of the previous tenant to vacate the premises on time, unless deliberate intention or gross negligence on the part of the lessor can be proven.

2.3 The lessor assumes no responsibility for any disruption or nuisance (disruption of quiet enjoyment under the tenancy agreement) caused by third parties.

1 / 3

Default energy companies

2.4 The lessor assumes no liability for energy companies remaining in default of any obligation in respect of the delivery of services.

Article 3 | General obligations of the tenant

direct debit mandate

3.1 If the tenant has chosen to pay the rent and service charges by direct debit, the tenant shall issue the lessor with a

direct debit authorisation and transfer the rent and the advance service charges owed before the first day of each month to the bank or giro account of the lessor.

deposit

3.2 If the parties have selected payment by direct debit, the tenant shall pay a deposit upon signing of the tenancy agreement. The amount of the deposit is set forth in the tenancy agreement. Restitution of the deposit will be effected on

termination of the tenancy agreement. No interest is accruable on the deposit.

3.3 Any amounts owing to the lessor will be deducted from the repaid amount.

deposit offset by the tenant

3.4 The tenant is not entitled to offset the deposit against one or more payments.

use of the rented premises

3.5 The premises are intended to be used exclusively by the tenant who has signed the rental agreement.

The tenant declares for the purposes of this tenancy agreement to elect domicile in the rented premises.

3.6 The tenant is obliged to keep the rented premises - including communal areas - clean and tidy.

pets

3.7 The tenant undertakes not to keep pets in the rented premises.

nuisance to neighbours

3.8 The tenant undertakes not to commit nor permit (by visitors) any nuisance in or upon the rented premises.

sub-tenancy

3.9 The tenant shall only be entitled to sublet the rented premises to third parties, or make the rented premises available

to third parties, either in full or in part, with the prior written permission of the lessor.

inspections/maintenance work

3.10 With a view to monitoring the tenant's compliance with his obligations ensuing from this tenancy agreement, the

tenant shall enable the lessor to enter the premises following a request to this end.

The lessor and the tenant shall arrange a suitable date and time for the inspection. Where possible, the lessor will give due consideration to the tenant's interests in accordance with the requirements of reasonableness.

In urgent cases, no consultation shall take place, and the tenant undertakes to facilitate immediate inspection of the rented premises. In the event of an emergency, the lessor reserves the right to enter the rented premises forthwith, including in the tenant's absence.

3.11 Appointments.

After the termination of a room the tenant will allow visits of the lessor for inspections at all times.

3.12 Corridors and escape routes By order of the fire brigade, corridors and escape routes (e.g. fire escape stairs) should

be kept clear at all times and should not be used as storage space for goods. The tenant undertakes to keep corridors and escape routes free from bicycles, furniture, clothes horses or other obstacles. Any items belonging to the tenant that are left unattended in corridors shall be removed without prior warning.

Article 4 | Work carried out (solely) by the lessor and/or third parties

4.1 Any maintenance, repair and replacement work, and/or cleaning of communal areas shall be exclusively effected by the (intervention) of the lessor. Any cleaning or maintenance work conducted for the account of the tenant shall be charged to the tenant as ancillary deliveries and services. Any maintenance and repair charges in respect of ancillary deliveries of and services to items made available to the tenant by the lessor (including washing machines and tumble driers) conducted for the account of the tenant shall be charged to the tenant as ancillary deliveries and services.

access to the rented premises

4.2 In the event that the lessor wishes to investigate the necessity or desirability of having work carried out to the rented premises or the entire building - of which the rented premises form part -, and in the event that the lessor actually wishes to have such

work carried out or to rectify defects or to make the necessary preparations thereto, the tenant shall enable the lessor or any person appointed by or on behalf of the lessor to enter the premises following a request to this end, without receiving any services in return. performance of work

4.3 The tenant shall permit all maintenance and/or repair work deemed essential to the rented premises and/or communal rooms.

4.4 The tenant is expected to tolerate any inconvenience during the performance of such work.

Tenant shall not be entitled to any reduction in rent or any reimbursement of costs due to the aforementioned work being carried out to the rented premises and/or communal areas.

2 /3

Article 5 | Liability of the tenant and obligation to provide information

Liability of the tenant

5.1 The tenant is liable for any damage caused to the rented premises during the period of the tenancy agreement which can be attributed to any negligence or failure to fulfil any obligation in the tenancy agreement on his part.

damage caused by residential communities

5.2 With regard to the communal areas, and also with regard to the facilities and equipment contained therein, the tenant is held jointly and severally liable, along with the other members of the residential community

(including the residential group using the communal areas and/or facilities and/or their visitors), for all damage which occurs during the period of the tenancy agreement

The provisions of paragraph 1 shall apply *mutatis mutandis*

5.3 The lessor shall have any damage for which the tenant is held liable repaired. The costs associated therewith shall be borne by the tenant.

Article 6 | Alterations to the premises by the tenant
changes and additions

6.1 The tenant shall only be entitled to effect alterations to the interior of the rented premises if they can be returned to their original state at the end of the tenancy and the costs associated therewith are negligible.

Any alterations that cause danger, nuisance or inconvenience to the tenant, the lessor or third parties shall under no circumstances be permitted.

undoing alterations

6.2 Any alterations effected by the tenant to the interior of the rented premises without the permission of the lessor or that are in conflict with the terms and conditions of the lessor shall be undone by the tenant at the lessor's request.

Should the tenant remain in default of this obligation ensuing from his tenancy, the lessor shall undo the alterations. The costs associated therewith shall be borne by the tenant.

Article 7 | Termination of the agreement
termination by the tenant

7.1 The tenant may terminate the tenancy. Notice of termination must be given in writing and be subject to a notice

period of one month. A notice of termination shall only be valid if confirmed in writing by the tenant. If the tenant

terminates the tenancy earlier than the minimum 12-month period, the provisions of article 2 of the tenancy agreement.

Article 8 | Vacation of the premises at the end of the rental period
state of the rented premises at end of tenancy

8.1 The tenant is obliged to vacate the rented premises by 12.00 noon on the last working day before the end of tenancy.

The accommodation and all facilities, equipment and the inventory must be left completely empty and clean and in the same good condition as at the commencement of the rental period. At the end of the tenancy agreement, the tenant is

obliged to make undone any alterations or additions to the premises and repair any damage caused by such alteration or

addition, and to repair any other damage for which he is liable.

returning keys

8.2 The tenant shall return the keys to the lessor by 12.00 noon on the last working date before the end of tenancy.

movables

8.3 All movables must be in a good state of repair.

abandoned property

8.4

Any property left in the rented premises at the end of the rental period passes to the lessor, without the lessor being

accountable to the tenant and without the lessor being obliged to retain such items.

The lessor is entitled to have such property removed for the account of the tenant. The lessor assumes no liability for any

damage to or loss of such property.

End of tenancy and end of tenancy report

8.5 The tenant must contact the lessor in good time by the end of the tenancy agreement to agree a final

transfer date. The rented premises will be transferred in the presence of the lessor and the tenant.

The tenant and the lessor shall inspect the rented premises and draw up an end of tenancy report for the account of

the tenant in respect of any repair and/or cleaning work required to return the rented premises to a satisfactory state of repair.

repairs by the lessor for the account of the tenant

8.6 If the tenant has not fulfilled any obligation to repair or clear the premises on the last working day of the month,

the lessor has the right, without giving notice of default, to carry out or have carried out all the necessary work to this end

for the account of the tenant.

binding decision of the lessor

8.7 If the tenant has not fulfilled his obligations under paragraph 1, has failed to contact the lessor in good time to agree

a final transfer date, or if the tenant is not present on the transfer date or fails to lend his full assistance drawing up the

end of tenancy report, the lessor shall make a binding decision on the state of the rented premises and the movables

specified on the inventory list, and determine the costs charged to the tenant to return the premises to its original state.