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Article 1: Terms & Conditions of Rental

1.1. These Terms & Conditions of Rental form an inseparable element of the tenancy agreement of Lebe Investments B.V. for the Burgstate City Campus. Deviations from the text of the tenancy agreement can only be agreed with the written permission of the lessor. Before signing the tenancy agreement, the lessor has provided the tenant with a copy of these terms & conditions of rental. The lessor expressly reserves the right to change these terms & conditions of rental unilaterally. The tenant hereby declares his agreement in advance, on the condition that:

- the interest of the lessor in the change is such that the tenant cannot reasonably, having considered the interest of both parties, withhold his permission for same, and
- the lessor has informed tenant(s) of the change in good time.

1.2 For interpretation of the tenancy agreement, the following documents shall apply in descending order of precedence:

1. Tenancy Agreement, Burgstate City Campus SELF-CONTAINED LIVING SPACE/CAMPUS RENT PURSUANT TO ARTICLE 7:274 (4) Netherlands Civil Code (BW);
2. Terms & Conditions of Rental, self-contained living space, Burgstate City Campus;
3. Tenancy Rules, Burgstate City Campus.

Article 2: Definitions

The following definitions shall apply in these terms & conditions:

Complex: Burgstate City Campus situated at Dokter Blumenkampstraat 3, 5914 PV, in Venlo

Rented property: The rented property as defined in article 1.1 of the tenancy agreement.

Communal rooms: All public rooms belonging to the Burgstate City Campus, for which the tenant shares use with other tenants pursuant to article 1.2 of the tenancy agreement.

Tenant: The party that has concluded a tenancy agreement with the lessor for rental of living space.

Tenancy Agreement: The tenancy agreement concluded between the tenant and the lessor, of which these terms & conditions of rental form part.

Rent: The remuneration that the tenant owes for simple use of the rented property.

Service costs: Service costs are the other payment obligations of the tenant, which must be paid besides the rent based on the tenancy agreement.

Lessor: Lebe Investments B.V., with principal place of business and offices at (5913 AE) Venlo, Kaldenkerkerweg 20.

Unless explicitly stated otherwise, terms that are defined in the tenancy agreement have the same meaning in the terms & conditions of rental.

Article 3: Intended purpose and use of the rented property

3.1 The tenant shall be prohibited from providing the rented property, in full or in part, to third parties for use, and sub-letting or changing the intended purpose in any other manner whatsoever.

3.2 Upon contravention of this ban, the tenant shall owe the lessor, without further notice of default being required, a penalty payable immediately of €10,000.00, notwithstanding the lessor's right to full compensation for damages.

Article 4: Communal rooms

4.1 Where the tenancy agreement partly relates to communal room(s), the right to use those communal rooms is accorded to the tenant and the other tenants in the complex. All tenants exercise this right simultaneously and with respect for each other's rights.

Article 5: Delivery and acceptance

5.1 On the agreed date, the lessor shall make the rented property available to the tenant. The lessor vouches for the fact that the rented property is in good condition upon delivery and that the facilities present work as expected.

5.2 If the lessor cannot make the rented property available to the tenant on time, because the rented property is not ready on time or because the previous tenant has not vacated the rented property on time, the tenant shall owe no rent

until the date on which the rented property is made available to him That shall also apply to the advance on the remuneration for additional goods and services.

5.3 The lessor shall not be liable for damages of the tenant as a result of the fact that it does not make the rented property available on time unless the lessor can be accused of serious culpability or gross negligence.

5.4 The tenant shall be obliged to report defects on the rented property forthwith in writing

Article 6: Rent and service costs

6.1 The level of the rent and the advance on the service costs can be changed based on the rules set by law. In doing so, the maximum shall always be applied. In the lack of statutory rules, the lessor may change the rent on one occasion per year by at least the rate of inflation.

6.2 Upon commencement of the tenancy, this advance relates to the following items:

- Gas, water and electricity and associated costs
- Internet
- Caretaker
- Cleaning of general space
- Window cleaning outside
- Waste collection
- Pest control
- Lift telephone line
- 24 hour service of system suppliers
- Real estate insurance
- Remuneration for use of floor-coverings
- Remuneration for use of fire extinguishers (50%)
- Administration costs 5%

Any additional delivery by the lessor to the tenant shall be agreed individually.

6.3 The tenant must pay the rent and the advance for the service costs, after consideration for changes therein by force of the provisions of this tenancy agreement or with further agreement or by force of any pronouncement of the rent assessment committee (*huurcommissie*) or the court, always at once and by advance payment before or at the latest on the first day of each month and without application of any (right to) discount, offsetting or suspension to the lessor in the manner stated, or to be stated, by the lessor.

6.4 If the lessor intends, for one or more tenants:

a to change one or more of the goods or services belonging to the agreed package, or

b to extend or reduce the agreed package, or

c to change the method of calculation and/or the level of the advance amount,

the tenant declares his agreement in advance, on the condition that:

- the interest of the lessor in the change, extension or reduction is such that the tenant cannot reasonably, after considering the interests of both parties, withhold his permission, and the lessor has informed the tenant(s) in good time of the change, extension or reduction.

6.5 If the lessor, for all tenants:

a. intends to change one or more goods and/or services belonging to the agreed package, or

b. intends to change, extend or reduce goods and/or services belonging to the agreed package, or

c. intends to change the method of calculation for the remuneration for one or more of those goods and services, the tenant declares his agreement in advance if:

- the interest of the lessor in the change, extension or reduction is such that the tenant cannot reasonably, after considering the interests of both parties, withhold his permission, and
- at least 70% of the tenants in the complex or the section of it concerned have agreed to the proposed change, extension or reduction or the change of the method of calculation and/or the level of the advance amount.

6.6 The lessor may change the level of advance amounts due for additional goods and services based on reasonable calculation with effect from the second month following the month in which:

a. a change agreed between the tenant and lessor in the package of goods and services has taken place, or

b. the latest overview as defined in the eighth section of this article has been issued to the tenant.

6.7 The total service costs of the complex shall be apportioned based on the following distribution keys:

Distribution based on the number of square metres rented:

Consumption of gas, water and electricity

Distribution based on the number of lettable square metres:

Remuneration for floor-coverings

Distribution based on the number of lettable residential units:

Other service costs, including standing charges for gas, water and electricity

6.8 Every year, within six months of the end of the financial year, the lessor shall provide the tenant with an overview broken down by type of the service costs charged. Differences between the costs actually incurred and the advances paid by the tenant shall be settled within one month of issuance of the overview intended for that purpose. If the tenant has paid too much, he will always be refunded for that. If the tenant has paid too little, that will nonetheless be charged, but only if the amount payable by the lessor amounts to more than €5.00.

Article 7: Payments

7.1 With regard to his payment obligations by virtue of this tenancy agreement, the tenant cannot appeal vis-à-vis the lessor to any discount or offsetting on the total payment obligation as follows from the tenancy agreement.

7.2 If the tenant fails to meet his payment obligation on time, the tenant shall then be deemed in arrears without further written notice of default by the lessor by operation of law and shall owe the lessor the statutory interest on the amount concerned during the period in which the tenant is in arrears with payment of that amount, notwithstanding the other rights of the lessor as described below or ensuing from the law.

7.3 If the tenant fails after a reminder to meet his payment obligation, the lessor shall be entitled to charge debt collection costs in accordance with the tariff included in the Extrajudicial Debt Collection Costs (Remuneration) Decree (*Besluit vergoeding voor buitengerechtigde incassokosten*).

Article 8. Allocation of payments by the tenant

8.1 In derogation of the provisions of article 6:43 of the Civil Code, each payment by the tenant to the lessor by force of this tenancy agreement shall in the first instance serve to reduce the costs, including extrajudicial collection costs, and then to reduce the interest and penalties incurred and, finally, to reduce the principal amount and the ongoing interest, all within the meaning of article 6:44 (1) of the Civil Code. Any earmarking of a payment by the tenant by force of this tenancy agreement in derogation thereof in the sense that the tenant refers to another payment obligation upon payment, shall be invalid and thus lacks effect.

Article 9. Change of the rent proposed by the lessor

9.1 At the proposal of the lessor, the rent can be increased annually on 1 July with consideration for the statutory provisions applicable to living space with a non-liberalised rent.

Article 10: Obligations of the lessor

10.1 During the tenancy, the lessor shall allow the tenant quiet enjoyment of the rented property. The lessor shall not be obliged to protect the tenant against impediments of a factual nature inflicted on the tenant by third parties, nor shall the lessor be liable for impediments of a factual nature caused by third parties.

10.2 The lessor shall maintain the rented property in good condition and carry out all repair and maintenance work necessary for that purpose to the extent that these do not have to be carried out by the tenant based on these terms & conditions.

10.3 At the request of the tenant, the lessor must remedy defects on the rented property unless that is impossible or requires expenses that cannot be reasonably expected of the lessor in the given circumstances. This obligation shall not apply with regard to minor repair work that belongs to the maintenance obligation of the tenant, nor to defects for the cause of which the tenant is liable vis-à-vis the lessor. The lessor shall carry out any work necessary based on the standard finishing of the rented property.

10.4 If and to the extent that, as the result of negligence, carelessness or improper use by the tenant or third parties using the rented property with his permission or present in the rented property, necessitate work in or on the rented property, all costs in connection with that work shall be for the account of the tenant regardless of the type and scope of the work.

10.5 The lessor shall not be liable for damages that the tenant suffers or for damage to property located in the rented property as the result of visible or invisible defects to the rented property, unless

- a. the defect has occurred since commencement of the tenancy agreement and is imputable to the lessor, or
- b. if the defect was present upon commencement of the tenancy agreement and the lessor knew of the defect, or
- c. the lessor, upon concluding the tenancy agreement, had told the tenant that the rented property did not have the defect.

The lessor shall not be liable for damage caused by trespass nor for damages to the tenant, his housemates, third parties or items located in the rented property caused by weather conditions, including but not limited to frost, storm, lightning strikes, snowfall, flooding, rise or fall of the groundwater level or the ground, natural disasters, atomic reactions, armed conflicts, war, attacks, uprisings, unrest, riots, molestation and other disasters.

Article 11: Obligations of the tenant

11.1 The tenant shall use and maintain the rented property as a good tenant and in accordance with its intended purpose as living space.

11.2 During the tenancy, the tenant shall occupy the rented property himself and have his principal home there. The tenant shall also furnish and upholster the rented property during the tenancy period.

11.3 The tenant shall not trade or practice a profession in the rented property or use the rented property as a workshop. The tenant shall not be permitted to use any garden or terrace present for storage of goods of any type whatsoever, nor shall the tenant be permitted to use the rented property, the aforementioned garden or terrace for the repair of (motor) vehicles.

11.4 The tenant shall not sublet the rented property in full or in part or provide it for use by third parties. Inasmuch as the tenant acts in conflict with this provision, he shall be liable for a penalty payable immediately and not open to judicial mitigation equal to three times the rent per day applicable to the tenant at that moment with a minimum of €45.00 per day, notwithstanding the lessor's right to fulfilment or cancellation due to breach of contract, as well as to demand compensation for damages. The parties concur that the tenant shall owe the lessor all income obtained from illegal sub-letting.

11.5 Together with the other tenants, each tenant has the duty to keep the rented property clean in every respect. The lessor can attach further conditions to the term 'clean'.

11.6 The tenant shall be obliged to keep the communal rooms and the escape routes that may or not form part of them clear of objects that obstruct the escape routes or can otherwise be considered a risk posed to the tenants or visitors to the complex. The tenant shall also be obliged to keep fire extinguishing equipment clear and the tenant shall be prohibited from impairing the function of the fire alarm system in any way whatsoever. Nor is the tenant permitted to use equipment or perform activities that set the fire alarm off.

11.7 The tenant shall not be permitted to place bicycles, mopeds, motorcycles or other objects, such as furniture or packaging material against the facades of the building or in the building other than at the places designated for that purpose.

11.8 The tenant shall refrain from behaviours that, based on the usual standards, cause nuisance for other tenants in a complex and/or third parties in the close proximity of the rented property. The tenant shall be responsible and liable for the behaviour of those that are in the building with his approval. The behaviours of these persons shall be deemed behaviours of the tenant himself.

11.9 The tenant shall be prohibited from smoking in the complex (Burgstate City Campus), including the rented property.

11.10 If the tenant is the owner or holder of any auto wreck standing on any land of the lessor, meaning any motor vehicle on more than two wheels, which is in a non-roadworthy state of repair and also in an obviously neglected condition, he shall as soon as possible after being asked by the lessor or the competent authority to do so, remove the vehicle and keep it removed from any land of the lessor. This applies likewise to caravans, boats, trailers, bicycles and other items that do not belong parked here.

11.11 Should the tenant remain in default with fulfilling the obligation described in the previous section, the lessor or the competent authority shall be entitled to remove the vehicle, or have it removed, at the expense of the tenant.

11.12 Except in the event of an emergency, the tenant shall not be permitted to leave the building in any manner other than via those intended for that purpose. This explicitly includes escape routes that are intended only as escape routes.

11.13 The tenant shall be prohibited, except in emergency situations, from entering the roof of the rented property or placing objects on it.

11.14 The tenant and visitors use the lift present in the complex exclusively at their own risk. All regulations, given or still to be given by or in the name of the lessor, the lift installer or the government must be strictly observed. The lessor may – if and as long as this is necessary – take the lift out of operation without the tenant being able to assert any claim to compensation or reduction of the rent.

11.15 The tenant shall be prohibited from attaching, of having attached, anything to the walls of the rented property and drilling holes. A hanging system is provided for.

11.16 If the tenant discovers damage or defects to the rented property, or third parties disturb his peace or claim any right to the rented property, then tenant shall be expected to report same to the lessor or the maintenance company engaged for that purpose, in the lack of which the tenant shall reimburse the lessor for the damages caused by his negligence.

11.17 The tenant shall be expected to take measures to avoid damage to the rented property, among which measures to prevent freezing of the (central) heating system, the hot tap water system and the water pipes, in the lack of which the tenant shall reimburse the lessor for the damages caused by his negligence. The tenant must be connected to the regular energy sources offered by the lessor. The tenant shall not be permitted to use alternative energy sources.

11.18 The tenant shall not be permitted to place whitegood appliances in the rented property. The lessor shall provide for communal use here.

11.19 The tenant shall not be permitted to use the internet connection made available for illegal activities.

11.20 The tenant shall not be permitted to use the rented property, or allow it to be used, for the purpose of operating a cannabis nursery or any other activities not permitted by law. The penalty provision of article 4.3 of the tenancy agreement shall apply in full, such in derogation of, and in addition to, the provisions of article 11.23.

11.21 The tenant shall occupy the rented property in person and alone; cohabiting children are not permitted. 11.22 The tenant shall not be permitted to keep a pet in the rented property.

11.23 (Consequential) damages and costs caused by any shortcoming imputable to the tenant in compliance with any obligation under this article or by any (unlawful) acts of the tenant shall be integrally and fully for the account of the tenant and will be charged through to the tenant by the lessor with a minimum of €100.00 per shortcoming or case of damages/act causing damages.

Article 12: Tenant's maintenance

12.1 The tenant shall perform minor repairs at his expense on and in the rented property, which do not entail significant costs. The guideline here is those maintenance and repair tasks that, pursuant to article 7:240 Civil Code and the Minor Repairs (Tenant's Liability) Decree (*Besluit kleine herstellingen* of 8 April 2003, Stb. 168), are for the account of the tenant.

12.2 The tenant shall perform the tasks as defined in the first paragraph expertly and, in doing so, observe the rules and Instructions of the lessor or the competent authorities, unless the tenant and the lessor agree that these tasks will be performed against reimbursement by the lessor.

12.3 In derogation of the provisions of 12.1, the tenant shall bear all obligations for maintenance, repair and renewal/replacement of any changes of and additions to the rented property made by the tenant and defects ensuing from them; the lessor shall have no obligation whatsoever for maintenance, repair and renewal/replacement of any changes of and additions to the rented property made by the tenant.

Article 13: Changes and additions

13.1 Without the prior written permission of the lessor, the tenant shall make no changes to the rented property, unless it involves changes that can be reversed at the end of the tenancy agreement without significant costs. For changes to the outside of the rented property, the tenant shall always require the prior written permission of the lessor even if this involves changes that can be reversed at the end of the tenancy agreement without significant costs.

13.2 The lessor will deny the permission as defined in the previous section if the planned changes:

- a. might cause permanent damage to the rented property,
- b. might pose a risk to the lettability of the rented property,
- c. are in conflict with any statutory regulation or with any regulation of a competent authority or institution,
- d. might cause hindrance or nuisance for third parties, or
- e. lead to a reduction in the value of the rented property.

Work on any utility facilities must be carried out by a certified installer

13.3 The lessor can attach conditions to the permission to be granted with regard to the construction and materials to be applied, the manner of finishing, insurance, taxes and charges, maintenance, liability and delivery at the end of the rental. The changes must also meet the requirements of the Buildings Decree (*Bouwbesluit*) and other statutory regulations concerning safety, health, energy-saving, the environment and welfare.

13.4 The lessor has the right to attach conditions to the granting of written permission or impose a charge on same, including an increase of the rent if the changes and additions give reasonable cause to do so.

13.5 The tenant shall not be obliged to reverse changes that he has made with the permission of the lessor at the end of the rental, unless the lessor had explicitly required such reversal when granting its permission, respectively was imposed by the court as a condition or charge.

13.6 The lessor shall under no circumstances owe any remuneration for changes that are not reversed by the tenant.

13.7 The tenant shall reverse any changes made without permission upon first notice by the lessor.

13.8 The tenant shall make changes to the rented property entirely for his own account. The tenant shall, for his own account, perform all repairs and all the (major) maintenance in connection with changes and additions to the rented property made by the tenant. The lessor shall not be liable for defects on the changes and additions made by the tenant or for damage ensuing from them.

13.9 Defects on changes and additions made by the tenant, and adverse consequences ensuing from those changes and additions for the rented property, the lessor or third parties, shall be entirely for the account of the tenant and shall give the tenant no claim whatsoever vis-à-vis the lessor to remedy or reduction of the rent and the like or compensation or otherwise. The tenant shall be liable for defects of the rented property ensuing from those changes or additions and adverse consequences for the rented property, the lessor or third parties. The tenant shall indemnify the lessor for any claims from third parties against the lessor in connection with them. The tenant shall also bear all maintenance and repair obligations with regard to the aforementioned changes and additions and defects ensuing from them, whilst the lessor shall bear no obligation whatsoever for maintenance or repair or upkeep of changes and additions made by the tenant.

13.10 If and to the extent that compelling instructions are imposed on the lessor by the government to make changes or improvements to the rented property or the entire complex, the tenant declares that he will permit those changes.

13.11 Inasmuch as the rented property forms part of a complex and the lessor intends to adjust, change or improve the complex or any part thereof for other reasons, the tenant shall grant all cooperation, provided that:

- At least 70% of the tenants within the complex, or a floor affected agree to the proposed change, adjustment;
- The proposed change, adjustment or improvement can only, for technical, organisational, social and/or financial reasons, be carried out by complex or per floor affected;
- The lessor has informed the tenant in good time of the proposed change, improvement or adjustment.

13.12 Inasmuch as the renovation can be regarded as having increased the residential quality, the lessor shall be entitled to increase the rent by an amount that is in reasonable proportion to the costs of the renovation incurred by the lessor as defined in article 7:255 (1) preamble, under b) and close and (2), Civil Code. The new rent may not, however, be higher than that, upon application of the rules defined in article 10 (1) of the Housing Rents (Implementation) Act (*Uitvoeringswet huurprijzen woonruimte*) can be considered reasonable. Inasmuch as the parties have reached agreement on the renovation, but not on the higher rent associated with it, each of them can, within three months of the renovation coming about, pursuant to article 7:255 (2) Civil Code ask the rent assessment committee to pass judgement on the higher rent being charged.

Article 14 Hindrance or nuisance

14.1 The tenant shall be obliged to use the rented property such that third parties present in the rented property through or on account of the tenant, through or on account with permission of the tenant, in or on or near the rented property and, through (the use of) the rented property, inflict no hindrance or nuisance in any form whatsoever on the lessor, the neighbours and further surroundings of the rented property.

Article 15: Exclusion from liability, lessor

15.1 The tenant shall be liable for damage to the rented property by any shortcoming imputable to him in the fulfilment of any obligation under the tenancy agreement. All damage to the rented property shall be presumed caused thereby. Damage shall also be deemed to mean ongoing loss of rent. Together with the other tenants of the complex, the tenant shall be principally liable for damage to the communal rooms.

15.2 The liability as defined in this article shall also extend to persons who have been allowed into the rented property with the approval of the tenant.

15.3 The liability set out under 15.1 shall also extend to damage caused by making, or having made, changes or alterations to the rented real estate and the existing installations without the prior permission of the lessor.

15.4 The lessor shall not be liable for:

a. any damage inflicted upon the tenant or others as the result of defects, unless:

- the defects were present upon conclusion of the tenancy agreement and the lessor knew, or should have known, of the defects at that time, or
- the lessor had told the tenant at that time that the rented property did not have the defects; or
- the defects arose after conclusion of the tenancy agreement and are imputable to the lessor;

all notwithstanding the consequences of any non-compliance by the lessor with the obligation under article 7:206 Civil Code;

b. any damage inflicted on the tenant or others as the result of weather conditions, including but not limited to frost, storm, lightning strike, snowfall, flooding, rise or fall in the groundwater level or the ground, natural disasters, atomic reactions, armed conflicts, war, attacks, uprisings, unrest, riots, molestation and other disasters.

Article 16: Tenant's liability for damage

16.1 The tenant shall be liable towards the lessor for all damage to the rented property, unless the tenant proves that he and the person for whom he bears responsibility in the relationship with the lessor, to which in any event shall be counted those persons who, with his approval, use the rented property in full or in part or those who, with the approval of him or the users, are present in or on it, are not to blame for the cause of the damage. This exception shall not affect the obligations for maintenance, repair and renewal resp. replacement resting on the tenant by force of this tenancy agreement.

Article 17: Environmental obligations

17.1 The tenant shall be obliged to use the rented property such that no damage to the environment in any form whatsoever, such as the emission of substances or through ground, groundwater, surface water or air pollution arises, or can reasonably be expected to arise. The tenant is expected to take adequate precautions against same. In the event of any act or omission in conflict with these obligations, the tenant shall be expected vis-à-vis the lessor and third parties to provide for timely, proper and complete clearance of the pollution causes as a result to the level and in the manner demanded by the relevant legislation and the government. The tenant shall also be fully liable vis-à-vis the lessor and third parties, to include the costs of any clearance of the aforementioned pollution by third parties, such as the government or the lessor, in spite of the tenant's own obligation to provide for the clearance by force of this tenancy agreement.

Article 18: Offering waste for collection

18.1 The tenant shall be obliged to comply with regulations of the government and organisations charged with the collection of waste for segregated and non-segregated offering of waste for collection properly and on time. The tenant shall be liable for (the consequences of) acting in conflict with them in all respects.

Article 19: Avoidance of damage due to weather conditions, short-circuits, fire or leaks etc.

19.1 The tenant shall be obliged to take timely measures to prevent damage to, in or by the rented property and, inasmuch as the rented property forms part of a building or complex, also that building or complex to the extent that the tenant can reasonably do so, as the result of frost, precipitation, storm, other weather conditions, short-circuits, fire, leakage etc. Inasmuch as any damage may nonetheless occur, the tenant shall keep the lessor properly informed thereof and shall be fully liable vis-à-vis the lessor and any third parties affected thereby.

Article 20: Condition upon acceptance at the beginning of the tenancy agreement

20.1 The tenant declares that he has accepted the rented property in a good state of repair and free of defects, except and to the extent maintenance deficiencies and/or other defects have been reported on the description signed by the parties of the condition upon acceptance of the rented property by the tenant as defined in 1.3 and appended, or still to be appended, as Appendix 2 to this tenancy agreement, possibly including photo material and/or video material.

20.2 The tenant declares that he has received keys of the rented property from the lessor, including keys of any interior doors and the like.

Article 21: Control, urgent work

21.1 Upon its request, the tenant shall give the lessor the opportunity to check the rented property for technical and other defects.

21.2 If urgent work needs to be performed in or on the rented property or in or on the building or complex, of which the rented property forms part (including work ordered by the government), the tenant must allow that work to be performed, without the tenant having any claim to a reduction of the rent, cancellation of the tenancy agreement and/or compensation for damages. The lessor shall inform the tenant in good time of the type and content of the work, the beginning date and duration of the work. The lessor shall ensure that the nuisance for the tenant as the result of the work is limited as much as possible. In urgent cases, the lessor shall be entitled to enter the rented property, if necessary without prior consultation with the tenant.

21.3 The tenant shall allow persons charged by the lessor to carry out inspections or perform work into the rented property after proof of identity from their side.

21.4 Except in unforeseen circumstances, these visits respectively work take place only on working days between 08:00 and 18:00 and observing a reasonable period of notice in advance.

21.5 The lessor shall not be liable for damages the tenant suffers as the result of the aforementioned actions, unless the lessor can be accused of serious negligence or gross culpability.

Article 22: Insurance

22.1 Then tenant shall be obliged to take out and maintain through regular premium payments adequate statutory liability insurance and household effects insurance. The last-named insurance must offer the tenant coverage for damage to furnishings and property and for damage to the tenant's interests, against the risks of, in any event, fire, lightning strikes, storm, precipitation and water ingress with a reputable insurance company based in the Netherlands. Upon request, the tenant shall show the policy or policies, policy conditions and receipts for the premiums to the lessor.

Article 23: Security deposit from the tenant

23.1. The tenant must pay to the lessor the security deposit agreed in the tenancy agreement for proper compliance with his obligations under this tenancy agreement before, or at the latest upon, signature of this tenancy agreement.

23.2. The security deposit attracts no interest.

23.3. If the lessor sees itself forced to claim all or part of the security deposit, the tenant shall be expected to immediately issue a new security deposit in the same amount to the lessor, respectively to top up the security deposit at once.

23.4. The security deposit shall be refunded by the lessor to the tenant within one month of the end of the tenancy agreement and complete vacating and clearance with return of the keys, inasmuch and to the extent the security deposit does not need to be applied by the lessor for offsetting with obligations of the tenant under this tenancy agreement that have not been met.

Article 24: (Premature) termination of tenancy agreement

24.1 The tenant can end the agreement at any time through cancellation observing a notice period of one calendar month. Cancellation of the tenancy agreement shall take place by registered letter or warrant with effect on a date agreed for payment of the rent. The lessor shall confirm the receipt of the cancellation by e-mail.

24.2 For the tenant, the notice period to be observed upon cancellation of the tenancy agreement is at least equal to the time that elapses between two consecutive dates for payment of the rent, but no shorter than one month and no longer than three months and, for the lessor, is at least three months plus one month for each year that the tenant had had the rented property in uninterrupted use at the time of cancellation pursuant to the tenancy agreement up to in total at most six months. The provisions of article 5 of the tenancy agreement (campus rental) remain fully in effect.

24.3 The lessor may cancel the agreement with effect on the first of each month by registered letter or bailiff's warrant. In doing so, the lessor shall state the grounds that have led to the cancellation. The notice period for cancellation to be observed by the lessor amounts to three months, which period shall be extended by one month for each year that the agreement has lasted up to a maximum of six months. Upon cancellation, the lessor shall ask the tenant to state, within six weeks in writing or otherwise, whether he agrees to termination of the agreement. The provisions of article 5 of the tenancy agreement (campus rental) remain fully in effect.

24.4 Any cancellation of the tenancy agreement with a shorter notice period than required in the previous section or any statutory provision in force at the time of that cancellation, shall be deemed done with observance of at least the required notice period with effect on the first possible date of termination at the time of the cancellation.

24.5 Cancellation by the lessor shall not be deemed to terminate the tenancy agreement unless the tenant, within six weeks of cancellation has declared in writing that he agrees to the cancellation or the court, at the request of the lessor, has defined the date on which the agreement ends.

24.6 The tenant and the lessor can at all times end the agreement in mutual consent on a date to be defined by them for that purpose.

Article 25: Prior inspection and final inspection

25.1 By or on account of the parties, a joint prior inspection of the condition of the rented property must be carried out in good time before the end of the tenancy agreement. By or on account of the parties, a joint report of the prior inspection, and in particular any defects in the condition of the rented property that are for the account of the tenant, must then be drawn up, which must be signed by the parties or by their authorised representatives present. In that report of the prior inspection, any work still to be carried out by or on account of the tenant in order to bring the rented property into the intended condition must be included, possibly with detailed instructions on the manner of them being carried out. By or on account of the tenant, that work must be carried out properly and to the satisfaction of the lessor and completed within the reasonable period also stated in that report on prior inspection, but no later than the day defined below in this provision for the final inspection.

25.2 Subsequently, a joint final inspection of the condition of the rented property must be carried out by or on account of the parties. The final inspection must take place before or, at the latest, on the last working day of the tenancy agreement or the last working day before the date of clearance of the rented property by the tenant, should that fall earlier, and can be established by the report of prior inspection. Of the findings thereby, and in particular also any defects found in the condition of the rented property that are for the account of the tenant, respectively of any shortcomings in the work to be carried out by or on account of the tenant in accordance with the report of prior inspection in order to bring the rented property into the condition defined in the tenancy agreement, a final inspection report must then be drawn up jointly by or on account of the parties, which must be signed by the parties or their authorised representatives instructed for that purpose.

25.3 Inasmuch as the tenant, after being properly given the opportunity, does not assist, or not on time, with the prior inspection, respectively the coming about and signing of the prior inspection report, respectively the coming about and signing of the final inspection report, the lessor shall be entitled to carry out the prior inspection, or have it carried out, itself and alone without the presence of the tenant, binding for the tenant, respectively prior inspection report, respectively the coming about and signing of the final inspection report, the lessor shall be entitled to carry out the prior inspection, or have it carried out, itself and alone without the presence of the tenant, binding for the tenant. The lessor shall then send a copy of that report drawn up unilaterally of the prior inspection, respectively the final inspection, to the tenant as soon as possible.

25.4 Inasmuch and to the extent the tenant might appear to fall short in the timely, complete and proper compliance with his obligation to carry out the work included in the report of prior inspection, or have it carried out, within the reasonable period indicated in that report of prior inspection, but no later than the day before the final inspection, the tenant shall for that reason be deemed in arrears and the lessor shall be entitled without further notice to carry out the work itself, or have it carried out, at the expense of the tenant. The lessor shall also be entitled without further notice if necessary to remedy, or have remedied, any defects in the condition of the rented property that are for the account of the tenant, respectively to remedy, or have remedied, any shortcomings included in the final inspection report in the

work to be carried out by or on account of the tenant in accordance with the prior inspection report in order to bring the rented property into the agreed condition itself and at the expense of the tenant. In these cases, the tenant shall be expected vis-à-vis the lessor to also pay compensation, for example because of later usability resp. lettability of the rented property as a result.

Article 26: Condition upon delivery at the end of the tenancy agreement

26.1 Except in the event of written agreement otherwise between the parties, the tenant undertakes to keep the rented property in the condition agreed in the tenancy agreement and make it available to the lessor again in the original condition at the end of this tenancy agreement, as described in Appendix 2 appended, or still to be appended, with the exception however of permitted changes and additions, to the extent in that regard not agreed in writing between the parties or accepted by the tenant or the court in granting authorisation therefor that these must be reversed or removed at the end of this tenancy agreement, and of all that destroyed or damaged through aging, to the extent in that regard that no obligation to maintain and/or repair and/or replace might rest on the tenant by force of this tenancy agreement.

26.2 The tenant furthermore undertakes, at the end of this tenancy agreement to make the rented property available to the lessor again, completely and properly cleared, vacated and clean with the keys thereof .

26.3 Inasmuch as the tenant, at the end of the tenancy agreement, might not have reversed or removed changes made by him to the rented property and/or additions to the rented property and this is in conflict with any obligation resting on him by force of the tenancy agreement and these terms & conditions of rental or has left items behind in or at or on the rented property, the tenant shall be deemed to have abandoned the changes and/or additions, respectively the items left behind. Notwithstanding the right of the lessor to then, at the request of the tenant, to reverse or remove the changes and/or additions, respectively demand the removal of the items behind at the expense of the tenant, or to then, if necessary, request judicial authorisation pursuant to article 3:299 Civil Code to reverse or remove the changes and/or additions, respectively removal at the expense of tenant of the items left behind by or on account of the tenant, and notwithstanding the right of the lessor to demand compensation for damages from the tenant due to the shortcoming by the tenant in compliance with obligations resting on him, the lessor shall then have the right, if necessary and at its own discretion, to leave the changes and/or additions, respectively the items left behind in or at or on the rented property and take title to them itself or, at the expense of the tenant, destroy them (or have them destroyed) or remove them itself, or have them removed and to sell them and keep the proceeds thereof for itself.

26.4 Through the application of these terms & conditions of rental, the tenant has:

- a. undertaken to pledge the following goods, including all rights to them, to the lessor as security for all that the lessor, at any moment and for whatever reason, has to claim or receive from the tenant: i. all inventory in the rented property;
- b. granted the lessor an irrevocable power of attorney, with the right of substitution, to pledge the goods in the name of the tenant to itself, possibly repeatedly, and to do anything necessary for that pledging.

The tenant shall release the pledged goods if the lessor wishes to dispose of them inasmuch as the pledged goods then remaining offer sufficient cover for all that, for whatever reason, it has to claim or receive from the tenant. The lessor may proceed to sell off the pledged goods if it has a claim payable by the client and the client is in arrears with fulfilment thereof. The lessor shall not sell off more of the pledged goods than is necessary to settle the debts of the client. Once the lessor has availed itself of its power of execution, it shall inform the tenant thereof in writing as soon as possible.

26.5 The provisions of the previous section of this article shall not apply to moveable items that may be taken over by the subsequent tenant to the extent that any taking over is reported to the lessor in writing in good time, but no later than in the final inspection.

Article 27: Non-compliance/notice of default

27.1 If any of the parties fails to meet any obligation under the tenancy agreement on time, the creditor shall place the debtor, to the extent required by law with written notice, in default and shall allow the debtor with reasonable notice the opportunity to still comply with its obligation.

27.2 A notice of default and notice period shall in any event not be required in the event of late payment of rent if the shortcoming cannot be corrected or if the creditor must or can deduct from a notification from the debtor that the debtor will fall short in complying with the obligation.

27.3 Should compliance fail within the agreed or set period of notice, the creditor shall, without prejudice to its other rights pursuant to the law, be entitled to terminate the tenancy agreement prematurely (or have it terminated). Notice shall precede that termination only as required by law.

Article 28: Management and complaints

28.1 The lessor has engaged Burgstate B.V., with principal place of business and offices at (5913AE) Venlo, Kaldenkerkerweg 20, as manager. Concerning all matters in connection with this agreement, the tenant shall communicate with the manager.

28.2 The tenant shall submit complaints and wishes in writing. In such cases, the lessor shall confirm the complaint or the wish in writing as soon as possible.

Article 29: Registration in the municipal personal records database

29.1 The tenant shall be obliged to register in the municipal personal records database (*basisregistratie personen*) at the address of the rented property.

Article 30: Penalties

30.1 The tenant shall be deemed in default by simple expiry of any period.

30.2 Inasmuch as the tenant is in default with payment of an amount of money, the tenant shall be liable, as from that default beginning, to a penalty for delay equal to the statutory interest rate. Furthermore, the tenant shall be liable to extra-judicial costs up to the maximum permitted by law by virtue of the Debt Collections Act. The extrajudicial costs fall due only once the tenant has been served written notice.

30.3 Inasmuch as the tenant goes into arrears with fulfilling any obligation under the tenancy agreement, the judicial and extrajudicial costs of the lessor that ensue for the lessor from those arrears shall be for the account of the tenant.

30.4 The tenant shall be liable to a penalty payable immediately and not open to judicial mitigation of €25.00 per calendar day for each day that the tenant is in arrears with regard to compliance with any obligation by virtue of the tenancy agreement unless an otherwise worded, specific penalty provision is defined in the tenancy agreement or the associated terms & conditions of rental or the tenancy rules, such notwithstanding his obligation to comply with this agreement. The penalty has a maximum of €10,000 per contravention. The penalty shall not affect the lessor's right to demand compensation for damages.

Article 31: Miscellaneous

31.1 Translations of the tenancy agreement and the associated documents are a service. The parties explicitly agree that the Dutch-language version of the agreement is the only legally valid version of the tenancy agreement.

31.2 The tenant declares that he, upon first request of the lessor, will conclude an agreement with the lessor for the delivery of heat to the rented property. That heat delivery agreement shall be based on the attached model agreement for heat delivery.

31.3 The tenant shall be expressly prohibited from placing antennas and/or satellite dishes without written permission of the lessor.

31.4 Should any part of the tenancy agreement, the terms & conditions of rental or the tenancy rules be null or void, that shall not affect the validity of the remaining provisions. In place of the null or void provision, that shall apply that, as permitted by law, comes closest to that which the parties originally agreed. 1. Model agreement for heat delivery with appendices (VIDE)