

GENERAL TENANCY CONDITIONS OF THE TENANCY AGREEMENT FOR SELF-CONTAINED ACCOMMODATION

Article 1 The scope of these conditions

These general tenancy conditions form part of the tenancy agreement, in which they are declared to be applicable. If the provisions of the tenancy agreement deviate from those of the general tenancy conditions, the provisions of the tenancy agreement shall prevail.

Article 2 More than one tenant

2.1.

The tenants specified in the preamble are each entitled to full and independent right of tenancy which they exercise simultaneously and with respect for each other's rights.

2.2.

The rent price and any additional costs are only owed once for the combined tenancy rights specified above. If the tenancy agreement ends for one or more tenants, the other tenant(s) shall (continue to) owe the full amount of the rent price and any additional costs.

2.3.

Each of the tenants is severally liable for the full amount of the rent price as well as for any other obligations that apply to them and to other tenant(s) on the basis of this agreement and the law.

2.4.

In order to terminate the agreement for both (all) tenants, the termination should be made by each of them. If the termination is made by one tenant or a number of tenants, the agreement shall continue unchanged with regard to the other tenant(s).

Article 3 The provision and acceptance of the rented property

3.1.

The lessor shall make the rented property available by the agreed start date of the tenancy.

Article 4 Additional costs

4.1.

The tenant shall pay a monthly advance amount for additional costs. The lessor shall issue a settlement of additional costs within 6 months of the end of the calendar year. Where complexes with block heating are concerned, Nijestee shall settle heating costs within 6 months of the end of the heating year.

The lessor shall settle with the tenant any differences between expenses made and additional costs paid by the tenant as an advance, unless it concerns a fee for a fund set up by the lessor. With regard to these funds, the advance paid by the tenant shall be equated with the final settlement; settlement shall therefore not occur.

4.2.

Unless a further agreement has been concluded between parties, the monthly advance amount applicable between the lessor and the tenant can only be raised with effect from the first month following the month in which the summary intended in 4.1 was issued.

4.3.

The tenant shall be obliged to accept a change to the delivery of goods or services and the accompanying adjusted advance amount, if the change relates to goods and services that can only be supplied to a number of tenants combined, and has been approved by at least 70% of the tenants. A tenant who does not agree to the change can refer the matter to court for a decision on the reasonableness of the proposal within eight weeks of receiving a written notification from the lessor that an agreement has been reached with at least 70% of the tenants.

Article 5 General obligations of the lessor

If so requested by the lessor, the tenant shall be obliged to resolve any defects in the rented property unless this is impossible or requires expenditure that, in view of the circumstances, cannot reasonably be expected from the lessor, or insofar as the costs are for the tenant's account by virtue of the law, this tenancy agreement or accepted custom.

Article 6 General obligations of the tenant

6.1.

The tenant shall pay the full price payable for the rented property in advance by the first day of the month and shall provide the lessor with a direct debit authorisation. The tenant shall ensure there are sufficient funds in their bank or giro account.

As of the fifth day of the month, the tenant shall be held in default for the payment of rent for that month.

6.2.

Upon remitting payment of the rent, the tenant shall not claim any settlement other than in the case provided for in article 7:206, paragraph 3 of the Dutch Civil Code.

6.3.

The tenant shall use and maintain the rented property, including the garden(s) belonging to the rented property, as befits a good tenant.

6.4.

The tenant shall personally occupy the rented property during the tenancy period and shall use it as their principal residence for themselves and members of their household. They shall use the rented property, including all appurtenances and any communal areas in accordance with their purpose and refrain from changing this purpose. Communal areas are understood to mean areas such as stairwells, lifts, basements, attics, garages, storerooms, galleries, gardens and courtyards, insofar as the tenant shares the use of these areas with other tenants or users.

6.4.1.

The tenant shall refrain from placing any movable items in corridors, galleries, stairwells, lifts and other communal areas.

6.4.2.

If the lessor notices that, in spite of the obligations of the tenant specified in 6.5 and 6.6 (read: 6.4 and 6.4.1), the tenant uses the communal areas for a purpose other than the purpose for which these communal areas were made available to the tenant, the lessor shall be expressly authorised to vacate the communal areas and remove any movable items placed by or on behalf of the tenant for disposal and destruction. However, this should only occur after the lessor has provided the tenant with a written notice of default and has allowed the tenant a reasonable term of 14 days to remove their personal belongings from the communal areas, insofar as these belongings do not belong there in accordance with the purpose of the communal areas, needless to say.

6.4.3.

The tenant has an obligation to reimburse the lessor for any costs for removal, disposal and destruction as intended in 6.4.2.

6.4.4.

The tenant shall not use the rented property for business activities, unless the lessor has given permission for this.

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6.5.

The tenant shall only be allowed to sublet the rented property or to make it available to third parties, in full or in part, with prior written permission from the lessor. A request for permission shall be made in writing, stating the name of the subtenant, the sublet price as well as the start date of the sublease agreement.

If the tenant sublets the rented property, in full or in part, without the permission of the lessor, or rents it out or makes it available for use by third parties, the burden of proof that the tenant has retained the interrupted use of the rented property as their principal residence shall be borne by the tenant. Furthermore, the tenant shall be required to pay to the lessor any revenues received for the subletting, without prejudice to the right of the lessor to impose the contractual fine as intended in article 16 of these conditions.

The lessor shall give permission for the subletting of the rented property, or for making the rented property partially available to third parties, provided the tenant has the rented property as their principal residence and there is no overcapacity that could result in damage for the lessor.

In the event of unlawful occupancy, Nijestee will adopt a stance against the tenant and (unlawful) subtenants which is in line with the stipulated policy.

6.6.

The tenant shall ensure that local residents do not suffer nuisance or hindrance from the tenant, housemates, pets or third parties present in the rented property or communal areas on account of the tenant.

6.7.

The tenant shall not be allowed to grow hemp in the rented property nor are they allowed to perform any other activities that are punishable under the Dutch Opium Law. In the event of a serious suspicion in this regard, Nijestee shall be entitled:

- a. to enter the rented property for inspection outside night-time hours, possibly supported by the police.

In the event of violation, Nijestee shall be entitled:

- a. to terminate the tenancy agreement with immediate effect,
- b. to pass on any costs for repair of the rented property as well as any moving costs to the tenant.

6.8.

The tenant shall be obliged to take measures required to prevent damage to the rented property, especially in the event of a fire, storm, flooding and frost. The tenant shall notify the lessor with immediate effect of any damage that has occurred or which threatens, or of any defects to the rented property.

In the event of negligence of the tenant in this respect, the resulting damage to the rented property as well as to the belongings of third parties, shall be for the account of the tenant.

6.9.

The tenant shall grant the lessor access to the rented property in connection with the lessor's monitoring of the tenant's compliance with the obligations under these general tenancy conditions, or in connection with any activities to be performed by the lessor or the inspection of meter readings. The lessor shall also be understood to mean: any individuals appointed by or on behalf of the lessor.

6.10.

If the tenant's right to tenancy is terminated as a result of divorce or legal separation, the tenant shall be obliged to inform the lessor in writing of the termination of their right to tenancy immediately following the legal ruling in which this becomes final and conclusive. As long as the tenant has not made this notification, they shall remain liable to the lessor for compliance with all obligations arising from this tenancy agreement. The above shall also be applicable in the event of termination of a

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registered partnership. If the co-tenant continues the tenancy agreement as the tenant, they shall be obliged to notify the lessor of this in writing with immediate effect.

Article 7 Repairs by the tenant

7.1.

Any minor repairs, with the exception of any minor repairs covered by the maintenance service, shall be for the account of the tenant. Any minor repairs covered by the maintenance service shall be performed at the expense of the lessor if the tenant participates in the maintenance service.

7.2.

All activities to be performed by the tenant shall be performed in a professional manner. In this case, the tenant shall observe any regulations issued by the government or the lessor.

Article 8 The performance of urgent activities by the lessor

8.1.

The lessor shall allow any urgent activities to be performed to the rented property or adjacent dwellings as well as to the central facilities.

8.2.

The tenant shall not be entitled to a reduction of the rent price or damages as a result of the performance of urgent activities or renovation works.

8.3.

If the lessor wants to fully or partially renovate the complex of which the rented property forms part, they will make a written proposal to that effect to the tenant. This proposal shall be considered to be reasonable when 70% or more of the tenants of the complex have agreed to it. If the tenant has not agreed to the proposal, and has not requested a court ruling regarding the reasonableness of the proposal within eight (8) weeks of the written notification by the lessor to the effect that 70% or more of tenants have agreed to the proposal, they shall be bound to the proposal. In this case, the tenant shall be required to give their full cooperation in the performance of the activities.

8.4.

Said activities shall take place on working days – except in urgent cases – following prior notice of the time.

Article 9 Changes to the rented property made by the lessor

During the tenancy period, the tenant shall not change the appearance and/or design of the rented property or of the facilities belonging to the rented property without the prior permission of the lessor.

9.1.

Changes as intended in this article are understood to mean any changes and/or adjustments that have a material effect on the usage options of the rented property and/or home improvements. Any changes to the rented property that exclusively consist of an alternative material selection in the implementation of maintenance and replacement activities are not designated as changes in the sense of this article.

9.2.

In deviation of 9.1, the tenant hereby declares to give their permission to the following:

- a. any activities required as a result of government regulations as a result of which the rented property or the complex within which the rented property is situated has to be altered by the lessor. The lessor shall timely inform the tenant (as well as the residents' organisation) of the

relevant complex of any changes to the rented property in the sense of the previous sentence and consult with the tenant (and the residents' organisation).

- b. any activities that the lessor wants to carry out on the complex or any part thereof within which the rented property is located, as a result of which the rented property is altered, provided:
- the lessor has timely informed the tenant (and the residents' organisation) of the intended change and has consulted with the tenant (and the residents' organisation), and
 - the interest of the lessor in the implementation of the change is such that the tenant cannot reasonably refuse to give their permission to the intended change, taking into account the interests of both parties.

The interest of the lessor as intended in the previous sentence is also understood to mean the eligibility of the lessor to obtain financial support from the government for the intended change.

9.3.

At any rate, the tenant shall, in reasonableness, not be able to refuse their permission for the change, if:

- a significant majority of tenants within the complex have agreed to the proposed change, and
- the proposed change can only be made to the whole complex or to part of the building in question.

9.4.

In the cases specified in 9.3, the tenant shall hereby also declare they agree to any rent adjustments as a result of the change, insofar as this rent adjustment is reasonable and in line with applicable legal provisions. The rent adjustment shall take effect on the first day of the month following the month in which the change was implemented.

Article 10 The implementation of alterations and additions by the tenant

Information on the policy of Nijestee with respect to any alterations and additions to the rented property by the tenant is available and can be requested.

10.1.

The tenant shall be permitted to make changes and alterations to the inside of the rented property which can be undone without incurring significant costs, except if it concerns changes that affect the rentability and/or result in risk, nuisance or hindrance for the lessor or any third parties.

The tenant shall require prior written permission from the lessor for any other alterations and additions. Any requests will be answered in writing within 8 weeks.

10.2.

The lessor may impose conditions on their permission, which, among other things, relate to the following:

- the nature and quality of the materials to be used;
- the prevention of damage to the construction of the rented property or the building;
- (construction) regulations imposed on the building by the government;
- maintenance of the change;
- additional facilities to prevent any nuisance for third parties;
- insurance, taxes and liability.

When granting permission, the lessor shall indicate whether the alteration or addition will have to be undone by the tenant by the end of the tenancy period.

10.3.

Any alterations that violate the conditions imposed by the lessor shall be undone by the tenant upon the first notice by the lessor.

10.4.

The tenant shall be required to maintain, fix any defects of and perform repairs to the alterations or additions made by the tenant.

10.5.

The tenant shall be liable for any damage caused by an alteration or addition made by the tenant. The tenant shall indemnify the lessor against any claims for damages by third parties caused by alterations the tenant has made to the rented property.

Article 11 Termination of the tenancy

11.1.

The tenancy agreement shall be terminated in writing by registered letter or by the service of a writ.

11.2.

Termination by the tenant may occur on any ground whatsoever, by any day of a calendar month provided it does not fall on Saturday, Sunday or a generally recognised holiday, in which case termination should occur by the first following working day. The tenant shall observe a notice period of at least one month.

11.3.

Cancellation of the tenancy agreement by the tenant shall occur with due observance of a period of at least three months. This period shall be extended by one month for each uninterrupted year the tenant enjoyed the rented property, up to a maximum of six months.

11.4.

Termination by the tenant can only occur on the basis of one or more grounds specified in the Dutch Civil Code.

11.5.

The tenant shall be required to offer any interested parties the opportunity to view the rented property, if the lessor wishes to proceed to rent or sell following the end of the tenancy.

Article 12 The delivery of the rented property by the end of the tenancy

12.1.

Upon the end of the tenancy agreement, the tenant shall be required to deliver the rented property to the lessor on the last tenancy day before noon at the latest, and to issue all keys they hold. The rented property shall be completely vacated and cleaned and be in the state in which the tenant received the rented property, except insofar as there is normal wear that is for the account and risk of the lessor. The provisions in 12.3 shall apply to any alterations and additions made to the rented property by the tenant.

12.2.

The tenant and lessor shall jointly inspect the rented property before the end of the tenancy agreement. The tenant shall give the lessor the opportunity to do so. A survey report will be drawn up during this inspection or during these inspections, in which it will be recorded which repairs will have to be performed by and at the expense of the tenant before the end of the tenancy agreement. The survey report shall also include an assessment of the costs for repair. Both parties shall receive a copy of the survey report.

12.3.

Upon the end of the tenancy, the following rules shall apply with regard to any alterations and additions the tenant has made to the rented property during the tenancy period, with or without permission:

- a. the lessor may request that any alterations and additions made without permission, or which do not comply with the provisions in 10.2, be undone by the tenant.
- b. the tenant shall be required to remove any alterations and additions by the end of the tenancy if the lessor stipulated this in writing when permission was granted.

- c. notwithstanding the provisions in 12.3, the tenant shall be entitled to undo any alterations or additions they have made at all times, provided they return the rented property to the state in which it was at the start of the tenancy, in accordance with article 3.

12.4.

If, by the end of the tenancy agreement, the tenant has not met their obligations in terms of repairs, full clearing and any undoing of alterations or additions, the lessor shall be entitled to perform or order the performance of any activities that are necessary as a result of this, at the expense of the tenant, where the tenant hereby agrees to pay these costs in the relevant case. Any other damage resulting from negligence of the tenant shall also be at their expense.

12.5.

If the tenant has left any belongings behind in the rented property by the end of the tenancy agreement, the lessor shall be authorised to remove these belongings without a retention obligation resting on the lessor. Any costs for removal shall be at the expense of the tenant.

The provisions in this paragraph shall not apply to any movable property the tenant has transferred to the next tenant, provided the lessor has been notified of this transfer in writing.

Article 13 Liability of the tenant

The tenant shall be liable for any damage to the rented property, including its exterior, caused during the rental period by their attributable failure to meet an obligation arising from the tenancy agreement. Any damage other than fire damage shall be presumed to have been caused in this way.

The tenant as well as any co-tenants shall be severally liable for any damage to the property specified in the preamble of the agreement. However, exclusively for the purpose of this article, the rented property shall also be understood to include any pipes, cables and tubes located in the ground under the rented property.

The tenant's liability towards the lessor for their own behaviour shall equally apply to the behaviour of individuals using the rented property or being present in the rented property with their approval.

Article 14 Default on the part of the tenant and the lessor

14.1.

If one of the parties fails to comply with any obligation to which they are subject by virtue of the law and/or the tenancy agreement, as a result of which the other party is compelled to take judicial and/or extrajudicial measures, any resulting costs shall be for the account of the relevant party.

14.2.

Any extrajudicial collection costs to be paid by one party to the other party pursuant to this article shall be owed once one party has referred its claim on the other party to a third party, and shall amount to at least 15% of the referred claim, with a minimum of €34.00, plus the applicable VAT percentage.

Article 15 Other provisions

15.1.

If any part of the agreement or of these general tenancy conditions is voidable, this shall not affect the validity of the other articles. In these cases, that which, in a legally permissible manner, is closest to what the parties would have agreed upon had they been aware of the voidness or voidability, shall apply as if it were agreed upon, instead of the nullified or void part.

15.2.

If the building or complex of which the rented property forms part has been divided or is divided into apartment rights, the tenant shall be required to observe the usage requirements resulting from the

deed of division, articles and regulations.

Article 16 Penalty clause

The tenant shall be obliged to pay the lessor an immediately payable fine of €25 (level 2003, indexed according to the Consumer Price Index of Statistics Netherlands (CBS), all households) for each calendar day, if they violate any provision from these general tenancy conditions, without prejudice to their obligation to act in accordance with these general tenancy conditions, and without prejudice to the lessor's other rights to compensation for damages. This fine shall be payable without the need for legal intervention for each day on which the violation continues.

Article 17 Complaints procedure

Nijestee has a complaints procedure that ensures that any expression of dissatisfaction with:

- products and services,
- conduct and attitude of staff,
- the policy of Nijestee,

by an interested party will be handled and recorded in an unambiguous manner.

Groningen
10 April 2007