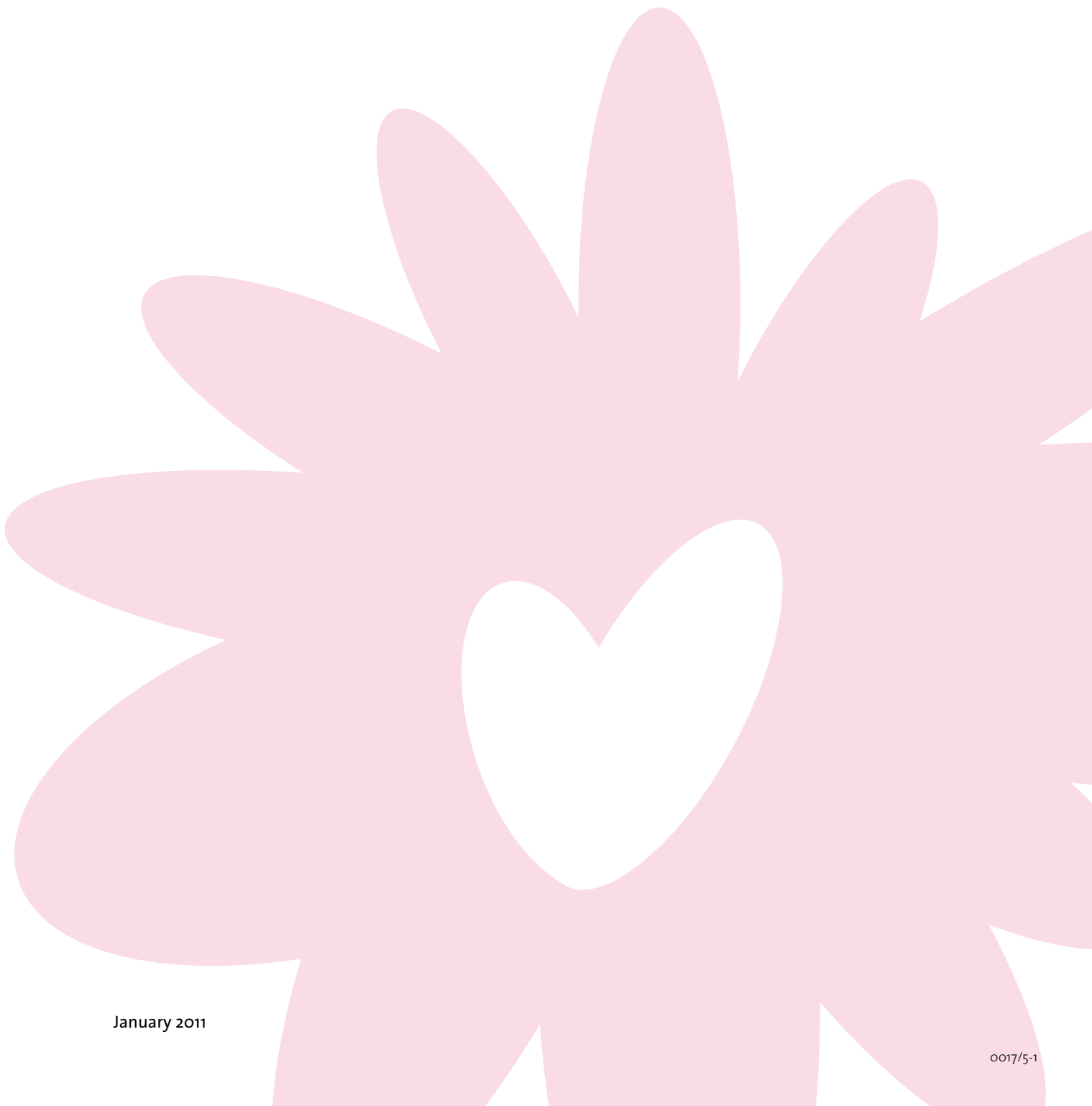


General terms of tenancy for homes in Wageningen



The scope of these conditions

Article 1

- 1.1 These terms of tenancy form an integral part of the tenancy agreement in which they are declared applicable. In the event of the provisions of the tenancy agreement deviating from those of the terms of tenancy, the provisions of the tenancy agreement shall take precedence.
- 1.2 Amendments to the tenancy agreement or the terms of tenancy can only be made in writing, insofar as no provision has been made to the contrary.

More than one tenant

Article 2

- 2.1 The tenants named in the preamble to the contract each have an independent and full tenancy right that they can exercise together with each other's rights.
- 2.2 The rent and the service charges are only payable once for the aforementioned tenancy rights. If the contract is terminated for one or a number of tenants, the other tenant or tenants will remain liable for payment of the full amount of the rent and service charges.
- 2.3 Each of the tenants is jointly and severally liable for the entire amount of the rent and for all other obligations arising for him and the other tenant or tenants from this contract and from the law.
- 2.4 Notice must be given by each (all) of the tenants to terminate the contract for each of the tenants. If notice is given to or by a number of them, the contract shall continue unchanged in respect of the other tenant or tenants.

The transfer and acceptance of the rented property

Article 3

- 3.1 The lessor shall place the rented property at the tenants' disposal on the date agreed for that purpose, with due observance of the provisions of paragraph 2 of this article.
- 3.2 A delivery inspection report is drawn up between the tenant and the lessor before or upon commencement of the tenancy agreement. The tenant and the lessor will each receive a copy of this description that has been signed by both of them.
- 3.3 The tenant declares that he accepts the rented property in accordance with the delivery inspection report laid down between the tenant and Idealis. The tenant will be required to sign the delivery inspection report upon commencement of the rental period. Laid down in the delivery inspection report are: the condition of the rented property, the accompanying facilities and the Idealis fixtures and fittings, if any.
- 3.4 The tenant is not permitted to take over the keys of the rented property from the previous tenant. If the tenant none the less accepts the keys from the previous tenant, the tenant will be deemed to have tacitly approved the condition of the rented property will be deemed to be in good condition. In that case, all changes to and/or damage in the rented property will be deemed to have been made or caused by the tenant.

Rent and service charges

Article 4

The rent shall be adjusted annually in keeping with or pursuant to the manner provided for by law.

Article 5

- 5.1 Then tenant pays a monthly advance in respect of the service charges. The lessor will issue the tenant with a yearly statement of the service charges that have been made in that calendar year. The above is not applicable to services that are accommodated in a fund, if applicable: no annual settlement is made for those services. Differences between the costs incurred and the service charges paid as an advance by the tenant shall be set off between the lessor and the tenant unless the charge relates to a fee for a fund instituted by the lessor. The final settlement in relation to these funds will be placed on par with the advance paid by the tenant no settlement will therefore take place.
- 5.2 The advance amount agreed between the lessor and the tenant will only be increased with effect from the first month following the month in which the statement referred to in the first paragraph of this article is issued, unless other agreements have been made between the parties.
- 5.3 The tenant shall be obliged to accept a change to the supply of goods or services and the accompanying altered advance amount if the change relates to goods and services that can only be supplied to a number of tenants and has been approved by at least 70% of the tenants. Within eight weeks of receiving written notification from the lessor that agreement has been reached with at least 70% of the tenants, a tenant who is not in agreement with the change can refer the matter to court for a decision on the reasonableness of the proposal.
- 5.4 The conditions set forth in the appendix 1 to the terms of tenancy and attached to this document are also applicable to the accompanying supplies and services.



The general obligations of the lessor

Article 6

- 6.1 The lessor shall be obliged on the request of the tenant to resolve defects in the rented property unless this is impossible or calls for expenditure which, in view of the circumstances, cannot reasonably be expected of the lessor, or insofar as the costs are for the tenant's account by virtue of the law, this tenancy agreement or accepted custom. If the tenant pays for a certain service by means of a service charge component, then the lessor will provide that service. In all other cases, the statutory Minor Repairs (Tenants' Liability) Decree will indicate whether the cost of repairing a defect is payable by the tenant or the lessor.
- 6.2 The lessor cannot be held liable for losses suffered by the tenant as a result of a defect as provided for in the previous paragraph, or by stagnation in the systems belonging to the rented property, unless the lessor can be held accountable for an intentional act or omission or negligence.

The general obligations of the tenant

Article 7

- 7.1 The tenant will remit the payable price for the rented property in full, in advance, before the first of the month by transferring the payable amount in the manner stipulated by the lessor. In the event of rent arrears arising, the tenant shall be held in default and shall be liable for the payment of statutory interest from the first day of the month for the payment of rent for that month. The lessor shall be entitled to charge administration fees in the event of the tenant regularly making late payment. In the case of rent arrears, each payment shall extend first to repayment of the oldest debt.
- 7.2 Upon remitting payment of the rent, the tenant shall not claim any set-off other than in the case provided for in article 7:206, paragraph 3, of the Netherlands Civil Code.
- 7.3 The tenant shall use and maintain the rented property in a manner befitting a good tenant in accordance with the issued designation of residential accommodation. Further rules concerning the occupation can be laid down in regulations for Idealis tenants approved by the lessor's board.
- 7.4 The tenant shall himself occupy the rented property as residential accommodation for himself and members of his household for the rental period and shall use it as his principal residence. He shall use the rented property, including all appurtenances and any communal areas, in accordance with its designation and shall not change that designation. 'Communal areas' include, among others, areas such as stairways, lifts, cellars, storage rooms, walkways, gardens, courtyards, insofar as the tenant shares the usage of these areas with other tenants or users.
- 7.5 The tenant shall only be permitted with the prior written permission of the lessor to sublet the rented property in full or in part to third parties or to transfer it to third parties for usage. A request for permission must be given in writing, stating the name of the subtenant, the subletting price and the commencement date of the subletting 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 his principal residence shall be borne by the tenant. Furthermore, if the rented property is sublet without permission, the tenant shall be required to pay to the lessor all income received for the subletting, without prejudice to the right of the lessor to impose the contractual fine as provided for in article 16 of these conditions.
- 7.6 The tenant shall ensure that no nuisance or hindrance is caused to nearby residents by the tenant, fellow-tenants or by third parties present with the approval of the tenant in the rented property or in the communal areas. In connection with noise nuisance, it is not permitted to fit parquet, tiling or other noise nuisance-causing floor coverings. In connection with the possible presence of cables, it is not permitted to use nails or screws in the floor.
- 7.7 It is not permitted to use the rented property for commercial purposes.
- 7.8 The tenant as well as his/her visitors and other people is not allowed to have on hand, to have in possession, to sell, to make, to shape, to work up, to deliver, to supply or to transport drugs (opium or other narcotics) in or in surroundings of the rented property. The rented property and the surroundings include the home, the communal areas, the general areas for communal use, the freely accessible areas for communal use, other areas as stated in the general terms of tenancy (appendix 2). The foregoing in accordance with the Opium-law. Foregoing is also applicable to have on hand, have in possession, sell, make, shape, work up, deliver, supply or transport hemp(plants).
- 7.9 The tenant is obliged to take the necessary measures to prevent damage being caused to the rented property, especially in case of fire, storm, water and freezing. The tenant must report all damage or imminent damage, irrespective of its cause, as well as defects to the rented property, to the lessor without delay. The tenant is liable for damage to the rented property caused by his attributable failure to meet an obligation arising from the tenancy agreement. All damage other than fire damage will be presumed to have been thus caused. The rented property shall be deemed - but exclusively for the purposes of this article - also to contain the wires, cables and pipes located in the ground under the rented property.
- 7.10 The tenant shall grant the lessor access to the rented property in connection with the lessor's verification of the tenant's compliance with his obligations pursuant to these terms of tenancy, or in connection with the lessor's reading of meters and so on. The 'lessor' shall also be deemed to mean: the persons designated by or on behalf of the lessor. The tenant shall carry out all necessary maintenance and repair work on the rented property, including that required in the case of emergency measures and pest control that cannot be postponed until the end of the rental period.

- 7.11 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 his right to tenancy immediately following the legal ruling in which this pronouncement becomes final and conclusive. For as long as the tenant has not made this notification, he shall remain liable to the lessor for compliance with all obligations arising from this tenancy agreement. The above shall also be applicable to the termination of a registered partnership. If the co-tenant continues the tenancy agreement as the tenant, he shall be obliged to notify the lessor of this immediately and in writing.
- 7.12 The tenant shall use the rented property in a manner befitting a good tenant in accordance with the issued designation of residential accommodation. The tenant is also responsible for the behavior of his guests, so that the tenant is obliged to ensure that his guests do not cause any nuisance. Further rules concerning occupation and instructions for use, including fire safety regulations arising from the Municipal Building Regulations, are laid down in the Rules and Regulations for Idealis Tenants as approved by the lessor's board. The rules and regulations for Idealis tenants form an integral part of these rental conditions. The tenant is familiar with the content of these rules and regulations.
- 7.13 The tenant has a duty of care in relation to the accommodation itself, but also its surroundings. The tenant is obliged to use the residential accommodation in accordance with the fire safety requirements set by the municipal authorities of Wageningen and/or Ede.

Repairs made by the tenant

Article 8

- 8.1 If the tenant pays for a certain service by means of a service charge component, then the lessor will provide that service. In all other cases, the statutory Minor Repairs (Tenants' Liability) Decree will indicate whether the cost of repairing a defect is payable by the tenant or the lessor.
- 8.2 All work to be carried out by the tenant shall be carried out in a competent manner. The lessor shall observe the regulations of the government or the lessor when carrying out repairs.

The lessor's implementation of urgent work

Article 9

- 9.1 The tenant shall allow the lessor to carry out all urgent work on the rented property or adjacent homes, as well as the central amenities.
- 9.2 The tenant shall not be entitled to a deduction from the rent or compensation for damages as a result of urgent work or renovations being carried out.
- 9.3 If the lessor wishes to renovate the building of which the rented property forms part, in full or in part, he shall make a written proposal to the tenant in that regard. That proposal will be presumed to be reasonable if 70% or more of the tenants of the building have approved it. If the tenant has not approved the proposal or referred the matter to a court of law for a decision on whether the proposal is reasonable within eight weeks of receiving written notification from the lessor that 70% of the tenants or more have approved the proposal, it will be binding on him. The tenant shall in that case be obliged to cooperate in fully with the implementation of the work.
- 9.4 The work referred to above will be carried out on working days following prior notification of the time, subject to the exception of urgent cases.

Changes and additions made by the tenant

Article 10

- 10.1 The tenant is permitted to make changes and additions to the interior of the rented property that can be reversed without significant expenses being thus incurred provided that they do not cause danger, nuisance or hindrance to the lessor or third parties. The tenant requires the prior written permission of the lessor to make other changes and additions. All changes that are made in violation of the conditions of the lessor shall be reversed by the tenant on the first occasion he is instructed to do so by the lessor.
- 10.2 The lessee is not permitted to place self-installed facilities on the outside of the rented housing without written permission from the lessor.
- 10.3 Requests to make changes, which the tenant must submit in writing, will be favorably considered by the lessor and will not be refused on unreasonable grounds, other than if the request relates to a change that is not permitted as provided for in appendix 2.
- 10.4 The changes made by the tenant with the permission of the lessor shall be carried out by the tenant competently and with due observance of the rules and instructions given for that purpose by the competent authorities.
- 10.5 The tenant is liable for damage caused by a change or addition made by the tenant. The tenant indemnifies the lessor against the claims of third parties for damage caused by changes made by the tenant himself to the rented property.
- 10.6 At the end of the rental period the lessor can require the tenant to reverse facilities that he has introduced himself, even if permission was granted for them. The tenant shall cooperate with this request. The tenant is obliged to maintain and repair defects in changes or additions the tenant has made.
- 10.7 If, upon termination of the tenancy agreement, the tenant has not met his obligation to repair, fully vacate and repair any changes he has made to the accommodation, then the lessor shall be entitled to carry out all work thus necessitated at the expense of the tenant.



Termination of the tenancy agreement

Article 11

- 11.1 Notice must be given to terminate the tenancy agreement by registered letter.
- 11.2 The tenant can give notice for any reason whatsoever, on any day of the month. The tenant shall observe a notice period of one month.
- 11.3 The lessor can give notice to terminate the tenancy agreement with due observance of a minimum notice period of three months. That period shall be extended by one month for each year that the tenant has used the rented property without interruption up to a maximum of six months.
- 11.4 The lessor can only give notice on the grounds of one or more of the provisions in that regard of the Netherlands Civil Code. If the lessor wishes to let or sale the property following termination of the tenancy agreement, the tenant shall be obliged to give interested parties the opportunity to view the property.

Giving possession of the rented property at the end of the rental period

Article 12

- 12.1 Upon termination of the tenancy agreement the tenant shall be obliged to give possession of the rented property, surrendering all keys, and completely vacated and clean, to the lessor in the condition in which the tenant received it as laid down in the delivery inspection report, other than as regards cases of normal wear and tear, which is at the risk and expense of the lessor. The provisions of the third paragraph of this article are applicable to changes and additions made by the tenant to the rented property.
- 12.2 The tenant and the lessor will jointly inspect the rented property before termination of the tenancy agreement. The tenant will give the lessor the opportunity to carry out that inspection. Upon that occasion or on those occasions an a delivery inspection report will be drawn up, laid down in which will be which repairs are to be made before termination of the tenancy agreement by and at the expense of the tenant, as well as the estimated repair costs. Both parties will receive a copy of the delivery inspection report.
- 12.3 The following rules are applicable at the end of the rental period to changes and additions made by the tenant during the rental period with or without permission:
 - a. the lessor can require that the changes and additions that have been made without permission or do not meet the provisions of article 10.2, are reversed by the tenant
 - b. the tenant is obliged to reverse the changes and additions at the end of the rental period if that was stipulated by the lessor in writing when granting permission
 - c. notwithstanding the provisions of this paragraph, the tenant shall at all times be entitled to reverse the changes and additions he has made provided that he thus restores the rented property to the condition in which it was found upon commencement of the rental period in accordance with article 3.
- 12.4 If, upon termination of the tenancy agreement, the tenant has not met his obligations to repair, fully vacate and reverse any changes or additions he has made to the accommodation, then the lessor shall be entitled to carry out all work thus necessitated at the expense of the tenant, and the tenant undertakes, now for then, to pay those expenses. Other damage caused by the tenant's negligence shall also be for the tenant's account.
- 12.5 In the event of the tenant leaving goods behind in the rented property following termination of the tenancy agreement, the lessor shall be authorized to remove those goods without accepting any obligation to store them. All costs involved in removing the goods shall be for the tenant's account. The provisions of this paragraph are not applicable to moveable goods that the tenant has transferred to the following tenant, provided that the lessor has been informed of that transfer in writing.

The tenant's liability

Article 13

The tenant is liable for damage to the rented property, including its exterior, caused during the rental period by his attributable failure to meet an obligation arising from the tenancy agreement. All damage other than fire damage will be presumed to have been thus caused. The tenant shall be liable to the lessor in the same way as for his own behavior for the behavior of persons using the rented property or present in the rented property with his approval. The lessor cannot be held liable for damage caused to the person and/or property of the tenant and/or his fellow-occupants by storm, frost, lightning strike, heavy snowfall, floods, rising or lowering of the groundwater level, atomic reactions, armed conflicts, civil wars, uprisings, civil disturbances, acts of war and other emergencies.

Default on the part of the tenant and the lessor

Article 14

- 14.1 If one of the parties fails to comply with any obligation to which he is 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, all costs arising thereof shall be for that one party's account.
- 14.2 The extrajudicial debt collection costs payable by the one party to the other party by virtue of this article shall be due and payable as soon as the one party has passed on his claims on the other for collection and amount to at least 15% plus the current rate of VAT of the claim that has been passed on for collection, with a minimum of € 25.
- 14.3 The tenant shall further be liable for payment of statutory interest over the principal amount from the date on which the tenant is held in default by the lessor.

Other stipulations

Article 15

- 15.1 In the event of part of the contract or these terms of tenancy being subject to nullification, which shall not affect the validity of the remaining articles. The nullified or invalid part shall in that case be replaced in a legally permissible manner with provisions that are as close as possible to what would have been agreed between the parties had they been aware of the nullity or invalidity of the provisions.
- 15.2 If the building or building of which the rented property forms part is divided into apartment rights, the tenant shall be obliged to comply with the usage regulations arising from the deed of division, articles of association and regulations.

Article 16

The tenant shall be obliged to pay to the lessor an immediately payable fine of € 25 (2003 level, indexed according to the CBS Consumer Price Index, All Households) for each calendar day on which he violates any provision of these conditions, without prejudice to his obligation to act in accordance with these 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.

Appendix 1: Conditions for accompanying supplies and services

Article 1

The agreed package of accompanying supplies and services comprises the supplies and services listed in the specification accompanying the tenancy agreement. The package of supplies and services can differ in composition between buildings, in summarized form they include a maximum of those listed below:

- the supply of gas for the heating of rooms and for cooking
- the supply of water
- the supply of electricity, both for usage in the home and for use in the areas listed in appendix 2, as well as for the communal facilities located in the commercial areas
- the supply of floor coverings
- the supply of radio and television signals
- the supply of various fixtures and fittings
- the cleaning of the general, freely accessible and other areas belonging to the building, as listed in appendix 3
- glass insurance
- varied minor maintenance activities
- interior painting
- the activities of the caretaker
- the maintenance of the gardens
- statutory charges
- participation costs
- administration charges
- loss of income owing to vacant property
- cleaning costs
- waste collection.

A comprehensive explanation of the separate components is given on www.ideal.nl.



Given below is an extract from the Minor Repairs (Tenants' Liability) Decree that is legally determined. This list of repairs is not exhaustive and can be altered by the public authorities.

Maintenance at the tenant's expense:

- whitewashing interior walls and ceilings and painting interior woodwork and wallpapering interior walls if necessary
- preparatory work for the aforementioned activities, including in all cases plastering, sanding and filling holes, dents and (shrinkage) cracks
- fastening and screwing tight loose parts of the residential accommodation, including in all cases:
 - banisters, door handles and sills
 - electricity switches, wall sockets and doorbells
- provided that no significant costs are involved, replacing and renewing elements and parts of the residential accommodation that are easy to replace and are located inside of the residential part of the rented property, including in all cases:
 - tap washers and other parts of taps that are easy to replace
 - door handles and locks, door and window fixtures and fittings
 - floor and ceiling grids
 - keys of indoor and outdoor locks
 - shower and toilet fittings
 - WC fittings
 - electricity switches, wall sockets, doorbells, cable, telephone and computer connections and comparable parts of data networks
- keeping moving parts in working order, regularly checking them and if necessary oiling and lubricating or de-scaling moving parts, including in all cases:
 - hinges of doors, hatches and windows
 - locks
 - taps
- putting measures in place to prevent (the repair of) frozen taps
- the replacement of light bulbs outside of the residential part of the rented property and in the (outdoor) communal areas
- the replacement of damaged windows and built-in mirrors, insofar as no significant costs are involved
- provided that no significant costs are involved, maintaining and replacing elements and parts of the technical amenities situated within the residential part of the rented property and forming part of it, insofar as that work is maintenance-technically simple and does not require a specialist knowledge, including in all cases:
 - the de-aeration and topping up of the water in the heating system
 - the restarting of the heating system if it shuts down
 - the replacement of filters in the (mechanical) ventilation system and keeping the grids clean
 - the fitting and maintenance of anti-draught measures, if necessary and insofar as no significant costs are involved in these activities
- provided that no significant costs are involved, replacing and renewing elements and parts of the residential accommodation that are easy to replace and are located outside of the residential part of the rented property, including in all cases:
 - parts of the letterbox
 - parts of the outdoor light
 - parts of the carport
 - parts of the flagpole holder
- maintenance on gardens, grounds, drives and partitions, in such a way that these immovable appurtenances give a tidy impression, including in all cases:
 - upon initial occupation of the residential accommodation the garden or grounds forming part of the residential part of the rented property the laying of the garden or grounds, with the exception of laying drives and access paths and building a simple partition
 - leveling the garden and spreading topsoil
 - regularly mowing the grass
 - regularly removing weeds from the garden and between tiles on drives, access parts and terraces
 - replacing broken tiles
 - regularly pruning hedges, bushes and trees
 - replacing plants that have died
 - replacing broken planks or segments of wooden partitions, straightening wooden partitions and keeping them straight
 - if the partitions are painted or stained: regularly painting or staining partitions
- as necessary, sweeping chimneys, drainage and ventilation channels, insofar as they are accessible to the tenant
- keeping clean and when necessary unblocking the indoor sewer up to the connection point from the residential part of the rented property to the municipal sewer or the main sewer, insofar as that sewer is accessible to the tenant
- cleaning and if necessary unblocking the waste chute and keeping the waste container area clean insofar as this amenity and area are accessible to the tenant
- keeping the residential part of the rented property and the communal areas clean
- washing and keeping clean the inside and outside of the windows, window frames, door posts, the painted woodwork and other painted parts, insofar as they are accessible to the tenant

- pest control, insofar as no significant costs are involved and insofar as the presence of pests is not a consequence of the architectural situation of the residential accommodation
- as necessary, regularly cleaning gutters and drainpipes insofar as they are accessible to the tenant
- regularly clearing up litter
- the removal of graffiti insofar as no significant costs are involved and insofar as that graffiti is accessible to the tenant
- the emptying of seepage and cesspits and septic tanks.

Alterations

Given below is a summary of items that the tenant is not permitted to alter. The lessor is entitled to unilaterally amend this summary following consultation with the tenant's representatives.

- construction of walls, floor, ceiling and outer wall casings
- gas, water, electricity, drainage and central heating lines
- gas taps, hoses and valves (if installed by Idealis)
- taps, shower taps and sinks
- toilet bowls, toilet cisterns and drains
- radiators and their fittings
- mechanical ventilation system
- low voltage systems
- central heating system, hot water system, tiles
- kitchen units
- hinges and locks of the doors of the housing, residential buildings, bicycle, motorcycle sheds and garages
- small fire extinguishers, fire hoses and equipment
- balconies and roof terraces with balustrades
- if applicable, connections for telephone, Internet and central antenna
- facing brickwork
- fixtures and fittings and white goods provided by the lessor.

Appendix 3: Subdivision and description of the indoor and outdoor areas

In order to preclude the possibility of misunderstandings regarding the terms used in this document, a summary and a definition of the areas used by tenants in the Idealis buildings is given below.

The various areas are divided into;

- the home
- the freely accessible areas

The home

The room(s) with a private entrance door or door of their own as provided for and described in the tenancy agreement relating to the home.

For some homes this also includes a balcony/ (roof) terrace belonging to that residential accommodation, without it being mentioned in the tenancy agreement.

Freely accessible areas for communal use

This includes:

- entrance hall
- stairways, walkways
- halls
- lifts
- access roads, car parks and gardens.

The lessor grants the communal use of these areas to the tenants of homes in the building in question and/or has assigned their management to the relevant associations under certain conditions.

The lessor is entitled to unilaterally amend this appendix following consultation with the tenant's representatives.