

Translation from Dutch]

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. This tenancy is subject to Dutch law.

LEASE OF OFFICE ACCOMMODATION

and other commercial accommodation within the meaning of Article 7:230A of the Civil Code

Model established by the Real Estate Council (ROZ) on 30 July 2003.

Alterations to and use of this model are only permitted if the text filled in, added or amended is clearly recognisable as such. Additions and amendments should preferably be incorporated under the heading “special conditions”. All liability for detrimental consequences of the use of the model is hereby expressly excluded by the ROZ.

The SIGNATORIES:

having his/her/their (registered) address at ***

hereinafter referred to as “the Landlord”,

registered in the Trade Register under number ***
represented by ***

AND

having his/her/their (registered) address at: ***

hereinafter referred to as “the Tenant”,

registered in the Trade Register under number ***

Turnover Tax number ***
represented by ***

HAVE AGREED AS FOLLOWS:

The Subjects, Intended use

1.1 The Landlord hereby lets to the Tenant and the Tenant hereby rents from the Landlord the office accommodation, hereinafter referred to as “the Subjects”, whose address is: ***

Landlord’s initials

Tenant’s initials

Land Register reference:

which office accommodation is more particularly indicated on the sketch thereof annexed as an Appendix to, and forming part of, this contract and initialled by the parties and the official report on transfer, also initialled by the parties, containing details of those systems and other provisions which do and do not form part of the Subjects and also containing a description of the condition in which the Subjects are handed over, supplemented by any photographs initialled by the parties.

- 1.2 The Subjects are intended exclusively for use by or on behalf of the Tenant as ***
- 1.3 The Tenant shall not be permitted to allocate a different use to the Subjects than that detailed in 1.2 unless the Landlord has given prior written permission to do so.
- 1.4 The maximum permitted floor loading in the Subjects is ***.

Conditions

- 2.1 The “GENERAL TERMS AND CONDITIONS FOR LEASE OF OFFICE ACCOMMODATION, and other commercial accommodation within the meaning of Article 7:230A of the Civil Code”, lodged with the Clerk of the Court in The Hague on 11 July 2003 and registered there under number 72/2003, hereinafter referred to as “the General Conditions”, shall form part of this contract. The parties are familiar with contents of these General Conditions. The Landlord and the Tenant have each received a copy of them.
- 2.2 The General Conditions referred to in Clause 2.1 shall apply except insofar as expressly amended in this contract or insofar as their application is not possible in relation to the Subjects.

Duration, extension and termination

- 3.1 This contract is entered into for a period of *** year(s), commencing on *** and continuing up to and including *** .
- 3.2 This contract shall continue after the expiry of the period mentioned in 3.1 for a consecutive period of *** year(s), therefore up to and including ***. This contract shall thereafter continue for periods of *** year(s) at a time.
- 3.3 Termination of this contract shall be effected by notice of termination with effect from the end of a rental period, with a period of notice of at least one year.
- 3.4 Notice of termination must be given by bailiff’s service or by registered letter.

Rental, Turnover Tax, Rent Review, Obligation for payment, Payment periods

- 4.1 The commencing rental for the Subjects amounts to € *** per annum (in words: ***)
- 4.2 The parties have agreed that the Landlord **shall/shall not**¹ charge Turnover Tax on the rental. If rental without Turnover Tax has been agreed, the Tenant shall be liable to pay to the Landlord a separate amount, in addition to the rental, as compensation for the loss suffered or to be suffered by the Landlord or his legal successors because the Turnover Tax on investment and development costs will not or no longer be deductible. The provisions of Clause 19.1 to 19.9, inclusive, of the General Conditions shall not then be applicable.

¹ delete as applicable

Landlord’s initials

Tenant’s initials

- 4.3** If the parties have agreed to rental subject to Turnover Tax, the Landlord and the Tenant shall avail themselves of the opportunity to waive, on the basis of Information Note 45, Order of 24 March 1999, no. VB 99/571, the service of a joint option request for a rental subject to Turnover Tax. By signing the Lease Contract, the Tenant declares, also for the benefit of the Landlord's legal successors, that it shall use the Subjects or cause them to be used continuously for purposes for which a complete or virtually complete deduction of Turnover Tax is available under Section 15 of the Turnover Tax Act 1968.
- 4.4** The Tenant's financial year runs from *** to *** inclusive.
- 4.5** The rental shall be reviewed annually as at ***, for the first time with effect from ***, in accordance with Clause 9.1 to 9.4 inclusive of the General Conditions.
- 4.6** The amount due by the Tenant for ancillary supplies and services provided by or on behalf of the Landlord shall be determined in accordance with Clause 16 of the General Conditions. A system of advance payments with subsequent re-calculation shall be applied to these advance payments as detailed in said Clause.
- 4.7.1** The Tenant's payment obligations shall comprise:
- the rental
 - the separate payment if rental without Turnover Tax has been agreed
 - the Turnover Tax if the parties have agreed on a rental subject to Turnover Tax
 - the advance payment for the ancillary supplies and services arranged by or on behalf of the Landlord, together with Turnover Tax due thereon
 - ***
 - ***
- 4.7.2** The Tenant's obligation to pay Turnover Tax on the rental shall discontinue if the Subjects may no longer be let out subject to Turnover Tax, even though the parties have agreed that they should be. In such a case, the payments specified in the provisions of Clause 19.3 of the General Conditions shall be substituted for Turnover Tax and the advance payment specified in Clause 19.3, sub a, shall be set at ***% of the current rental.
- 4.8** For every payment period of *** month(s), the payments, on commencement of the Lease, shall be:
- | | |
|--|----------|
| - the rental | € |
| - Turnover Tax due on the rental, or | € |
| - the separate payment specified in Clause 4.2, if there is an agreement on rental not subject to Turnover Tax, or | € |
| - the payment(s) mentioned in Clause 4.7.2 if Turnover Tax is no longer chargeable, despite the parties' agreement | € |
| - the advance payment for ancillary supplies and services arranged by or on behalf of the Landlord, together with the Turnover Tax due thereon | € |
| - | € |
| - | € |
| | ----- |
| TOTAL | € |
| (in words: |) |
- 4.9** Taking into account the date of entry under the Lease, the Tenant's first payment shall relate to the period from *** to *** inclusive and the amount due

Landlord's initials

Tenant's initials

for this first period shall be € ***. This amount is **inclusive** of Turnover Tax due in respect of the rental, but only if the parties have agreed to rental subject to Turnover Tax. The Tenant shall pay this amount on or before ***.

4.10 The periodical payments due by the Tenant to the Landlord under this Lease, as detailed in Clause **4.8**, shall be paid in one sum, in advance, in euros and must be paid in full on or before the first day of the payment period to which they relate.

4.11 Unless otherwise stated, all amounts stated in this Lease Contract, and the General Conditions which form part of it, are exclusive of Turnover Tax.

Supplies and services

5. The parties agree that the ancillary supplies and services to be arranged provided by or on behalf of the Landlord are as follows:

- ***
- ***
- ***

Bank Guarantee

6. The amount of the bank guarantee specified in Clause 12.1 of the General Conditions is hereby established between the parties to be € ***, (in words: ***)

Manager

7.1 Until the Landlord advises otherwise, the Manager shall be: ***

7.2 Unless agreed otherwise in writing, the Tenant should consult with the Manager on the contents of and all other circumstances pertaining to this Lease.

Special Conditions

8.
*

Thus agreed and signed in [duplicate/triplicate, etc*]

place	date	place	date
*	*	*	*

Signature(s) for Tenant(s)
*

Signature(s) for Landlord(s)
*

Appendices:²

- the General Conditions
- sketch of the leased commercial accommodation
- official report on transfer
- Bank Guarantee
-
-

² delete and/or complete as appropriate

Landlord's initials

Tenant's initials

Separate signature(s) of the Tenant(s) (each) acknowledging receipt of a copy of the GENERAL TERMS AND CONDITIONS FOR LEASE OF OFFICE ACCOMMODATION and other commercial accommodation within the meaning of Article 7:230A of the Civil Code, as specified in Clause 2.

Signature(s) of Tenant(s):

Landlord's initials

Tenant's initials