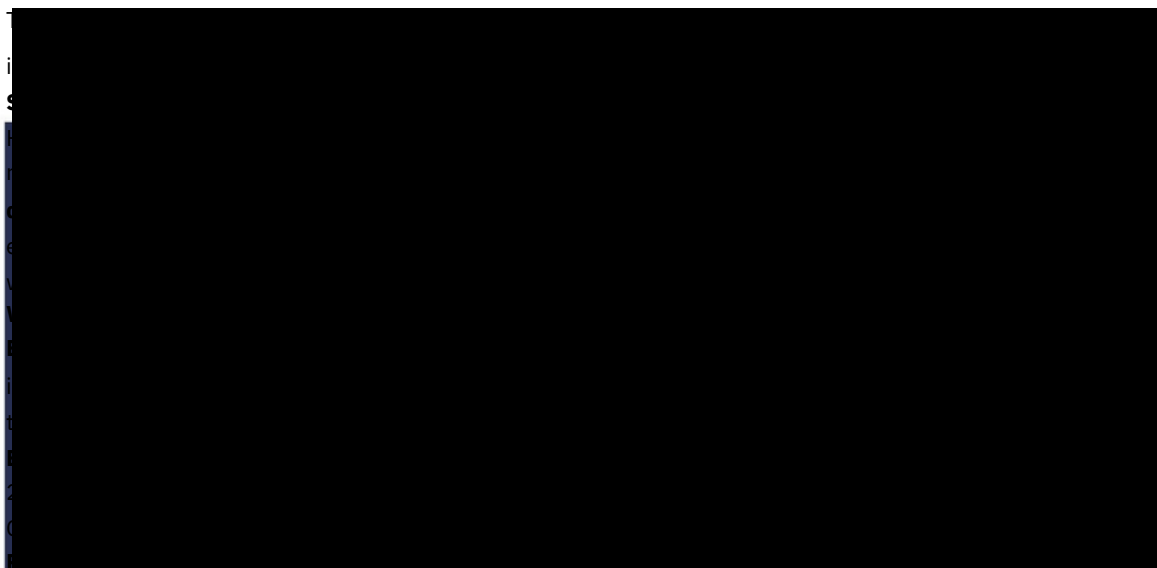




Case no. 29046mk

**DEED CONTAINING GENERAL PROVISIONS PARC DE EESE BV  
ASSOCIATED WITH DEED OF ISSUE IN LEASE AND ESTABLISHMENT OF RIGHT OF SUBSIDIARY**



The aforementioned power of attorney is evident from a deed executed before me, notary, on the twenty-ninth of June two thousand and twelve (29-06-2012).

**CONSIDERANS**

The person appearing, acting as stated, stated: -Parc de Eese BV is the owner of the following registered properties: the recreation area with associated buildings at Bultweg 23 and 25, 25 Aat 8346 KB De Bult, currently known as Residence De Eese (formerly Camping De Kom), cadastrally known as the municipality of Steenwijk, section G number 2113, which plot number 2113 is charged with a real right as referred to in Article 5, paragraph 3, under book of the Private Law Barriers Act on behalf of the municipality of Steenwijkerland, established in Steenwijk on the Vendelweg 1 (postal address: Postbus 162, 8330 AD Steenwijk), and has purchased: the recreation area with associated buildings at Bergweg 76 8336 MC Baars, currently known as 't Landgoed Baars (formerly Camping 't Kappie), known in the cadastral register municipality of Steenwijk, section G, numbers 984, 923 and 103, the delivery of which will take place on the seventeenth of December two thousand and twenty-one (17-12-2021),



- hereinafter jointly and individually referred to as: the Registered Property; the operation/management of the aforementioned recreational parks is currently the responsibility of the private company with limited liability Koningterijk BV, with its registered office in Arnhem, office at Bultweg 25, 8346 KLB De Bult; a subdivision plan has been drawn up with regard to these cadastral plots, whereby a recreational unit will be placed on the plots to be constructed or already constructed at the expense of the leaseholder in question; the drawn up subdivision plan can be adjusted during the subdivision; the land plots referred to above will be transferred to the Owner of a recreational unit by means of a Deed of Issue in Leasehold and Establishment Right of Building in Leasehold; The park roads are indicated on the subdivision plan, which roads pass through the Owner, as far as possible, are intended for roads that are used by the owners or users of the plots to come and go to and from the public road, both by vehicles and on foot, but on the basis of the other users of the plot. other lots least objectionable; the Manager will be responsible for: -park management, lighting of roads and paths, keeping roads and paths clean and clear, general supervision of the park and the use of the park's facilities for which the leaseholder pays an annual park contribution is due; -the removal of household waste from a central collection point, which takes place for a separate fee; the Manager is obliged to supply a package of television signals that it has compiled, which also takes place for a separate fee; the Owner has the right to transfer this obligation(s) within the meaning of Article 6:155 of the Civil Code, to which the Leaseholder must give irrevocable permission in the deed of issue in leasehold and establishment of the right of building as referred to in Article 6:156 of that Book of the Law; necessary work, such as maintenance, repair and renewal of the roads, paths, fencing, barrier and other general facilities associated with the Park, as well as all necessary work prescribed by the government or by utility companies and/or other competent authorities, will be carried out by the Owner (or the representative designated by her) and/or the Manager and charged pro rata to the Leaseholders of the plots in the Park per event; the park roads referred to above may be used under the condition that the
- Leaseholder strictly fulfills his (payment) obligations towards the (legal successors of the) The owner or the manager will comply with the obligations arising from this deed and the respective deed of issue in leasehold and establishment of building rights; the Owner considers it desirable to establish park regulations in connection with the nature and status of the aforementioned recreational park;



- in the event of the intended sale of arecreational unit, standing on a leasehold plot, a pre-emptive right to purchase applies to the Owner (or his legal successors) or the Manager, as further described below.

**PROVISIONS RELATING TO DELIVERY** The person appearing stated that in connection with the above under the name **“GENERAL PROVISIONS PARC DE EESE BV”**, the conditions under which the Company will deliver the aforementioned plots in Leasehold with a right of Superficies to the various candidates are as stated below.

**General Provisions**

**Article 1**

In these General Provisions and the Park Regulations referred to in Article 13 below, the following definitions apply:

**Manager:** Parc de Eese BV, or a third party designated by the Company, or its legal successors under general or special title charged with the operation and management of the park (currently: KoningteRijk BV).

**Leaseholder:** The buyer of a leasehold right on a plot of land intended for the installation of a recreational unit located in the park; **User** The owner, tenant or user of a

recreational unit and/or lot in the park; **Plot owner:** The owner of the leasehold right on a plot of land (lot) in the park, intended for the placement of a recreational unit; **Park:** The recreation park Residence de Eese, at Bultweg 25, 8346 KB De Bult, with the

associated streets, paths and other facilities, as well as the recreation park 't Landgoed Baars, at Bergweg 76, 8336 MC Baars, with the associated streets, paths and other facilities; **Plot/Lot:** A parcel of land intended for the placement of a recreational unit, part of the park, constituting part of the Registered Property, as indicated

schematically and with a plot number on a allotment map, which plot was completed by the Surveying Service of the Land Registry and Public Registers Service will be measured, or which plot will be indicated on a situation sketch to be attached to the deed of issue in leasehold and establishment of the right of building to the Leaseholder, the size as determined by the Surveying Service. of the Land Registry and Public Registers Service; **Price list:** The price list is determined by the manager before the start of the season and reflects the mandatory fees between the user and the manager/the company for use of the park and other facilities.



Overview of rates: fees, costs, charges and fees for goods and services supplied by the manager to the user. A copy is always available at reception, on the website and is provided prior to each agreement.

Recreational unit A

structure for recreational night accommodation, possibly with an associated shed or storage room, all for recreational use; Company: Parc De Eese BV or its legal successors

with regard to the ownership of or entitlement to the registered properties described above, owner or limited rights holder at the start of the allotment of the total infrastructure (including the infrastructure of the individual plots), roads and paths and other facilities located within and forming part of the park;

Leaseholder: Parc De Eese BV

### Costs and taxes Article

2 1. All

costs of establishing the leasehold right, including transfer tax and/or sales tax and cadastral law are borne by the leaseholder.

2. Sales tax and/or transfer tax is due due to the delivery of the plot owed. This is evident from the relevant purchase agreement drawn up and the deed of issue in leasehold and establishment of building rights.

### Delivery obligation, legal and factual status Article 3

1. The

leaseholder is obliged to deliver a leasehold right to the leaseholder that: a. is unconditional; b. is not

encumbered with attachments and/or mortgages or with registrations thereof;

c. is not burdened with qualitative obligations other than in implementation of the provisions below in Article 7, Article 13 and Article 14; d. is not

encumbered with limited rights, except for the easements hereinafter

Article 10 cited and established in accordance with the provisions of Article 10; Article 13 and Article 14

below; e. is not burdened with other charges and restrictions under the agreement

other than pursuant to the provisions below.

2. The Manager will ensure that the boundaries of the plot are indicated

Surveying Service of the Land Registry and Public Registers Service. The designation by the leaseholder is decisive. The leaseholder hereby expressly declares

If the size or size specified by the leaseholder or the further description of the plot are incorrect or incomplete, neither party will derive any rights from this.

The Leaseholder is aware that the actual boundaries of the plot he purchased may deviate from the situational sketch attached to the purchase agreement.

3. The plot is accepted in the actual condition in which it was at the time of concluding the purchase agreement, free of rent or other rights of use.



If the Leaseholder is a (former) tenant of the plot, the plot becomes  
accepted in the condition in which the Leaseholder brought the plot as a tenant. At the  
delivery of the plot will end the lease.

The continued use of the leaseholder or leaseholder as a careful debtor after the  
conclusion of the purchase agreement until the time of delivery is deemed to have made no  
change to the condition of the plot, except for normal wear and tear.

4. With regard to any recreational facilities already present on the registered property  
unit installed by or on behalf of and on behalf of the leaseholder,  
The Leaseholder and the Manager do not accept any liability with regard to this  
the environmental permit or municipal requirements based on the building regulations and/or  
the Building Decree, and/or the construction quality, nor liability otherwise, by whatever name.

#### **Soil investigation/underground tanks**

##### **Article 4**

With regard to soil investigation, pollution, asbestos, etc. and liabilities, all relevant provisions included  
in the deed of issue of leasehold and establishment of building rights are deemed to have been included  
in full.

#### **Special obligations of the leaseholder**

##### **Article 5**

1. The Leaseholder is obliged to designate and keep the land intended for the installation and/  
or maintenance of a recreational unit intended for recreational use.

2. The Leaseholder is obliged to install any existing recreational facilities  
to use the unit and to keep it at its expense at all times in accordance with the present case and  
to adapt it to the requirements that have been or will be imposed in this regard in the future  
by the Company or the Manager, the Municipality and/or other  
competent authorities. The same also applies in the event of a replacement or relocation  
a recreation unit.

3. Additions to or enlargement of a recreational unit, changes to the exterior of buildings, either  
color or design, as well as replacement or relocation of a recreational unit and the installation  
or replacement of sheds will only be permitted  
take place after prior written permission from the Manager, one and  
other without prejudice to the applicable legal requirements in this regard,  
for which the Lot Owner/User is responsible.

4. The Leaseholder must maintain the land and the buildings on it, as well as the garden, in good  
condition in accordance with the instructions of the Company or the Manager.

5. In the event of non-compliance with any obligation mentioned above in this article, the  
Leaseholder or Leaseholder, after notice of default with a recovery period of eight  
days after the date of notification by registered letter to the Leaseholder

or the Leaseholder owes an immediately due and payable fine of one hundred euros (€ 100.00)  
per day per violation with a maximum of five thousand euros



(€5,000) as long as the violation continues. All this without prejudice to the right to compensation for the damage actually suffered by the Leaseholder/Leaseholder, including interest and costs, insofar as this exceeds the amount of the fine, to be recovered from the Leaseholder/Leaseholder.

With regard to this fine, the provisions of Article 17 paragraph 3 below apply mutatis mutandis as much as possible.

### **Qualitative obligation**

#### **Article 6**

1. The following qualitative obligation as referred to in Article 6:252 of the Civil Code will be established for the benefit of the Leaseholder in the deed of issue of leasehold and establishment of building rights for the benefit of the Leaseholder: The Plot Owner or the User of the Plot are obliged to tolerate facilities for distribution (over the

plots in the Park) of, among other things, gas, water, electricity, sewerage, or the reception of television and communication signals and the like are installed, repaired, replaced and maintained.

Everything relating to those facilities has been installed in, on or above the Plot must remain confirmed. It is the Lot Owner or the User of it

The plot does not permit any changes to be made to such a facility, not even for self-consumption of gas, water or electricity or the reception of television signals.

In the event of a violation of the foregoing, the Manager is authorized to remove the relevant intermediate meter road and to collect the object in question after the violation has been established. disconnection of the energy supply, without prejudice to the right to claim damages and costs.

2. All damage to property of the Lot Owner or the User, which is an immediate consequence of the installation, existence, repair or renewal of

The facilities referred to will be repaired by the perpetrator, at the discretion of the Company and/or the Manager, at the expense of the perpetrator or will be reimbursed by the perpetrator to the owner(s) of the Plot.

3. The Lot Owner or the User of the Plot is/are obliged to refrain from all actions that could cause damage to the intended facilities, so that they are liable for the damage caused by

a shortcoming on their part, including failure to take measures prevention of damage to the items referred to under 1 and 2. This is at the discretion of the Company or its legal successors.

4. This qualitative obligation will be transferred to the legal successors under general and special title of the Leaseholder or to future users.

5. The Leaseholder chooses domicile in the Netherlands for the purpose of registering this qualitative obligation.

6. The leaseholder and any successor in ownership are obliged to include the above qualitative obligation in each subsequent deed of transfer of ownership.

7. In the event of non-compliance with any obligation mentioned above in this article, the Leaseholder or Leaseholder, after notice of default with a recovery period of eight



days after the date of service by registered letter, the Leaseholder or Leaseholder shall .....  
 owe an immediately payable penalty of one hundred .....  
 euros (€ 100.00) per day per violation with a maximum of five thousand euros (€ 5,000) .....  
 as long as the violation continues. All this without prejudice to the right to compensation .....  
 for the damage actually suffered by the Leaseholder/Leaseholder, including interest and costs, insofar .....  
 as this exceeds the amount of the fine, to be recovered from the .....  
 Leaseholder/ Leaseholder. ....

The provisions of Article 17, paragraph 3 below apply mutatis mutandis to this .....  
 fine as much as possible. ....

### **Purchase Agreement** .....

#### **Article 7** .....

The legal relationship between the Leaseholder on the one hand and the Leaseholder on the other .....  
 hand will continue to apply, during the time during which the Leaseholder (or his legal .....  
 successor(s)) is/are the Leaseholder of the plot, and the provisions of the private deed of sale and .....  
 purchase that has been concluded with the Leaseholder. These General Provisions form an .....  
 integral part of the Deed of Issuance of Leasehold and Buildings with all associated other .....  
 agreements/ regulations. ....

### **Rental provisions (additional)** .....

#### **Article 8** .....

1. Leaseholder and Leaseholder endorse the importance of maintaining a vital rental organization, .....  
 as operated by the Manager, partly to .....  
 promoting the value stability and marketability of the recreational units in the Park; 2. At .....  
 Residence .....  
 de Eese and 't Landgoed Baars (formerly Camping 't Kappie), the rental of a recreational unit .....  
 is mandatorily arranged through the rental organization of the Leaseholder or Manager; 3. ....  
 However, the Lot Owner is not obliged .....  
 to offer his recreational unit for rent, but may only use it for his own use; 4. Where the Lot .....  
 Owner wishes to rent out, the recreational unit will be rented out in .....  
 accordance with the provisions of the Manager's standard rental agency agreement; 5. The .....  
 manager proposes a fixed annual basic fee through the price list .....

.....  
 maintenance of the rental organization is fixed (from 2022), which therefore exists for .....  
 every Owner or Leaseholder of a recreational unit, even if it is not rented out; 6. The .....  
 leaseholder .....

expressly agrees to this. ....

7. The leaseholder remains responsible at all times for payment of municipal taxes and .....  
 levies as well as for compliance with all other applicable regulations. ....

### **Time of actual delivery, benefits and costs, risk** .....

#### **Article 9** .....

The actual delivery (delivery) of the plot takes place immediately after the signing of the deed of issue .....  
 in leasehold and establishment of the right of superficies. ....



From that moment on, the benefits accrue to the leaseholder, the costs are for his account and he bears the risk of the plot, even if the relevant costs have been sent to or are in the name of the Company.

The plot is delivered and accepted, free of rent and other rights of use, subject to further agreement.

If the leaseholder has (had) use of the plot under an (annual) lease, the actual delivery has taken place at the time of entering into the lease.

### **Preferential purchase right**

**Article 10** 1. The Leaseholder is free to offer the recreational unit for sale to third parties; either via the Manager, via an estate agent or by himself.

2. With every Purchase Agreement concluded between the Leaseholder and a third party: a pre-emptive right must be included on behalf of the Leaseholder, which stipulates that the Leaseholder can conclude the present purchase agreement under equal conditions may take over (resolutive condition). Leaseholder is required Leaseholder to immediately notify the aforementioned Purchase Agreement and to give the Leaseholder a reasonable period to make its decision known.

### **Known easements/qualitative obligations and/or special provisions**

**Article 11** With regard to easements/

qualitative obligations and/or special provisions, all relevant provisions included in the deed of issue of leasehold and establishment of building rights are deemed to have been included in full.

### **Measurement Surveying Service by the Land Registry and Public Registers Service Article**

**12** 1. The leaseholder

authorizes the leaseholder on his behalf to determine the boundaries of the plot in the land to the Surveying Service of the Land Registry and Public Registers Service.

2. Defining the boundaries of the plot and designating them must be done by the Owner and the Leaseholder jointly and at the expense of the Leaseholder.

3. The correct size of the plot will be determined upon measurement by the Service referred to in paragraph 1. The measurements will be made on the basis of the on-site demarcation, with the site drawing serving as a guideline.

### **Park Regulations**

#### **Article 13**

1. In connection with the nature and the standing and appearance of the park intended by the Company and/or Manager, when establishing the General Provisions of Parc De Eese, Park Regulations will be established (separately) for the benefit of the park.

The leaseholder must have the right of building rights upon the deed of issuance declare that they will and are committed to complying with the applicable Park Regulations to require successor(s) in the ownership or users of his recreational unit.





2. The Company is authorized to amend the established Park Regulations with a view to this to maintain and/or improve the nature, standing and appearance of the park by notarial or private deed, to amend/supplement it, in accordance with reasonableness and fairness.
3. In the event of adoption of an amendment and/or addition to the Park Regulations as referred to in the previous paragraph, the Company is obliged to communicate the Park Regulations as amended and/or addition to each Lot Owner in writing.

#### **New qualitative obligation Article**

##### **14 1. The**

following qualitative obligation as referred to in Article 6:252 of the Civil Code will be established for the benefit of the Manager in the deed of issue of leasehold and establishment of building rights for the benefit of the Manager: The Plot Owner or the User of the Plot are obliged to tolerate that, in the interest of the exploitation of the Park in the Plot, by the

Company trees and other plantings are installed, restored and replaced and maintained in the least burdensome manner for the Owner or the User.

The Plot Owner or the User of the Plot is currently not permitted to do so to remove existing trees and other plantings that are yet to be planted by the Plot Owner without the prior written permission of the Company or to plant trees or other plantings in the Plot without such permission.

2. The plot owner is obliged to maintain the current recreational unit in such away that it fits in with the intended standing and appearance of the park, at the discretion of the company and manager.

A new recreational unit must also fit in with the intended standing appearance of the park, this is to be determined by the manager. In the event of conflicting views between the plot owner and the manager, the company will decide.

3. This qualitative obligation will be transferred to the legal successors under general and special title of the Leaseholder or to future users.

4. The Company chooses domicile in the Netherlands for the purpose of registering this qualitative obligation.

5. The leaseholder and any successor in ownership are obliged to include the above qualitative obligation in each subsequent deed of transfer of ownership.

6. In the event of non-compliance with any obligation mentioned above in this article, the Leaseholder or Leaseholder, after notice of default with a recovery period of eight days after the date of notification by registered letter to the Leaseholder or the Leaseholder owes an immediately due and payable fine of one hundred euros (€ 100.00) per day per violation with a maximum of five thousand euros (€5,000) as long as the violation continues. All this without prejudice to the right to compensation for the damage actually suffered by the Leaseholder/Leaseholder, including interest and costs, insofar as this exceeds the amount of the fine, to be recovered from the Leaseholder/Leaseholder. The provisions of Article 17, paragraph 3 below apply mutatis mutandis to this fine as much as possible.

#### **Park contribution**



### Article 15

1. With regard to the work to be carried out and carried out by the Manager  
 services, consisting of keeping the roads and paths in the Park clean and clear, providing  
 lighting for the roads and paths in the Park, general supervision  
 on the Park and for the use of the Park's facilities, the Lot Owner will owe a fee, hereinafter  
 referred to as: the Park Contribution.
2. The Park Contribution, which can be requested at reception, is communicated annually  
 by the manager. This park contribution must be paid in accordance with the conditions  
 stated on the price list. This compensation includes the sales tax rate due.
3. The Park Contribution is indexed annually by the Manager. Indexation takes place taking into  
 account what is stated below in Article 17.
4. The Park Contribution may be revised by the Manager and then determined on the basis of  
 the circumstances relevant to the determination of the Park Contribution or price changes.
5. The costs associated with the supply and use of gas, water and electricity,  
 as well as sewer and treatment costs are borne by the Lot Owner. Below the  
 These costs also include costs related to the investments made by the Company  
 in the necessary facilities and their maintenance.
6. The rates with regard to connection/supply of sewer, gas, water, electricity and, if  
 applicable, television signals and any other  
 communication signals (Videma, etc.) are determined by the Manager and are revised once  
 a year.
7. The costs associated with the temporary storage and periodic removal of household, garden  
 and residual waste from the Park will be charged -including a storage percentage -  
 account of the Lot Owner, and will be charged separately.  
 The relevant costs also include costs related to the investments made by the Company in the  
 necessary facilities and their maintenance.
8. The Manager is only obliged to provide a package composed by him  
 to supply television signals, for a separate fee, which fee the Leaseholder will always be  
 liable to pay. The relevant costs also include:  
 costs related to the investments made in the necessary facilities and their  
 maintenance.
9. Necessary work, such as maintenance, repair and renewal of the roads, paths, fencing, barrier  
 and other elements associated with the Park  
 general (play) facilities, swimming pool, camera surveillance, as well as all  
 necessary work prescribed by the government or by utility companies and/or other competent  
 authorities, are carried out by the Company (or the representative designated by it) and/or the  
 Manager or in  
 commissioned and will be charged pro rata per plot unit to the owners of the plots in the  
 Park.
10. If the Manager intends to make the aforementioned new significant provisions



for the benefit of the Park, a survey will be sent to all owners  
 will be sent, whereby each Owner will have an advisory vote per recreational unit, either  
 directly or on instructions. These advisory votes will be taken into account by the Manager in  
 the decision-making process. The manager is entitled to this  
 to charge additional costs pro rata to each owner of a Recreational Object.

#### 11. Costs related to (among other things): -

real estate tax; - sewer rights;  
 - water board  
 charges; - cleaning  
 rights; - waste  
 charges; - household  
 waste duties; -  
 green waste;  
 - green maintenance  
 and commuter tax and/or tourist tax are borne  
 by the Leaseholder.

Any (fees) costs - charged by the government - and other costs  
 related matters will be provided by the respective Leaseholder upon first request  
 must be paid immediately after presentation of the invoice by the Leaseholder  
 Company, the Manager and/or government agency. The Manager has the right to  
 to transfer (an) obligation(s) as referred to in this article to (a) third party(ies).

#### **Layout of the Plot Article**

**16** The  
 layout of the Plot must take place in accordance with: a. the Construction and  
 layout plan for Residence de Eese Recreational Park/(Image) Quality Plan for Residence de  
 Eese Recreational Park and b. the construction  
 and use options associated with the Plot described in the (draft of the) Zoning Plan  
 Recreational Park Residence de Eese.

The aforementioned plans are attached to this deed as **an appendix** .

#### **Final provisions**

##### **Article 17**

#### 1. Establishment of qualitative obligations

In every deed of issue in leasehold and establishment of building rights of the plot, the  
 qualitative obligations as  
 referred to above in Articles 6, 10, 11, 13 and 14, whereby the above in Article  
 6, 10, 11, 13 and 14 apply to these qualitative obligations.

#### 2. Including chain clauses In

every deed of alienation of the plot, including the establishment of limited rights, but  
 with the exception of the right of mortgage; the alienator is obliged to establish the  
 aforementioned chain clauses or to establish the already existing chain clauses cited  
 above. to impose rights of superficies on his legal successor(s) in the deed of issuance and  
 for the benefit of  
 Leaseholder or his legal successor(s) by general and/or special title



lay down and accept, insofar as they relate to the plot, ter  
 assessment of the Leaseholder, under penalty of forfeiture of an immediate and without  
 judicial intervention due fine of fifty thousand euros (€ 50,000.00).

### 3. Indexation

Indexation of all amounts reported above in the General Provisions of Parc De  
 Eese and the established Park Regulations takes place on the basis of the  
 general price level increase as shown by the Consumer Price Index number CPI  
 All Households, based on two thousand and fifteen is one hundred (2015 =100). All  
 adjustments will be calculated by multiplying the last applicable amount by a fraction,  
 the numerator of which is formed by the aforementioned price index figure, as  
 definitively published in calendar month three  
 months before the time of adjustment and the denominator by the same price index figure as  
 it applied a calendar year earlier.

The adjustment can never result in a lower amount being owed than was already in force.

### **DETERMINATION OF FEES AND CANON, INDEXATION, REVISION** 1. The

compensation to be determined by the leaseholder for a forty-nine-year  
 leasehold is calculated at either fifteen percent (15%) or thirty percent  
 (30%) of the land value. This is at the tenant's discretion. The chosen percentage  
 determines the canon as stated below.

2. The ground rent, as referred to in Article 85, paragraph 2, Book 5 of the Civil Code,  
 is based on a calculation to be made available by the Owner to the Leaseholder by  
 a recognized appraiser: (current) Arjan Mulder RICS, RT, REV, which calculation The  
 basis is the current destination and use of the land (divided into several classes, in the  
 middle of the park, forest edges and on the pond / hill plots).

The said expert has determined that a market-based compensation of  
 the plot of leasehold land amounts to three percent (3.0%) of the land value.

***(Consideration: the current ten-year interest rate on Dutch government loans in  
 September was two thousand and twenty-one minus zero point two percent (-0.2%),  
 therefore the difference amounts to three-two-tenths of a percent (3.2%),  
 which is a commercial surcharge due to plot intended for recreation has been  
 determined on these ten-year government loans).***

The first compensation, being fifteen (15) or thirty (30) percent of the land value,  
 will first be deducted from the land valuation of the appraiser, after which the  
 ground rent (times the percentage) will be deducted.  
 calculated on the pro resto balance (eighty-five (85) or seventy (70) percent of the  
 land value).

#### ***Design of calculation of canon at the***

***start Valuation of plots as of the twelfth of July two thousand and twenty-one***

***(12-07-2021) by appraiser Arjan Mulder, after a one-off contribution of one thousand  
 and fifty euros (€ 1,050.00) from leaseholder to leaseholder as a result of a contribution***

***in the acquisition costs*** (The aforementioned appraisal report was drawn up for Residence  
 de Eese. The prices for the neighboring 't Landgoed Baars are derived from this.):



**part A (based on the plot, the value is determined on the location in the park):** .....

**- In the middle of the park:** .....

**Size one hundred fifty square meters (150 m<sup>2</sup>): thirty-three thousand nine hundred fifty euros (€ 33,950.00)** .....

**- De Bosranden:** .....

**Size one hundred and fifty square meters (150 m<sup>2</sup>): forty-three thousand nine hundred and fifty euros (€ 43,950.00)** .....

**- The Pond/Hill:** .....

**Size one hundred and fifty square meters (150 m<sup>2</sup>): sixty-three thousand nine hundred and fifty euros (€ 63,950.00).** **part B** .....

**(above one hundred and fifty square meters (150 m<sup>2</sup>) plot size):** .....

**- up to three hundred square meters: one hundred and fifty euros (€ 150.00) per square meter (in accordance with the appraisal report) multiplied by the number of square meters; above one hundred and fifty square (150 m<sup>2</sup>) meters as stated in part A.** .....

**- Calculation of value above three hundred square meters (300 m<sup>2</sup>): fifty euros** .....

**(€ 50.00) per square meter multiplied by the number of square meters above three hundred square meters above three hundred square meters (300 m<sup>2</sup>)** **part** .....

**C The** .....

**result of the addition of part A and part B is the plot value including gardens, etc.** .....

**Calculate the purchase consideration: calculate fifteen (15) or thirty (30) percent of the total land value and deduct this result (lenience) from the total land value, being the remaining eighty-five (85) or seventy (70) percent of the land value.** **part D Calculate the interest component** .....

**(average interest on ten-year government loan of the last known month, current minus twenty-one/one-hundredth percent (-0.21 %) plus a commercial surcharge on recreational land of three- two/tenths percent (3.2%) makes two ninety-nine/one-hundredths percent (2.99%) times the pro resto land value calculated in Part C (of eighty-five (85) or seventy (70) percent of the land value) per year.** .....

**Example calculation of ground rent at the** .....

**start:** Starting point in this example: lot size two hundred square meters (200 m<sup>2</sup>) "in the middle of the park": **Land** .....

**value "in the middle of the park":** .....

**Part A Value of the first one hundred and fifty square meters (150 m<sup>2</sup>) is thirty-three one thousand nine hundred fifty euros (€ 33,950.00)** .....

**Part B value of number of square meters above base: is fifty square meters (50 m<sup>2</sup>) times one hundred and fifty euros (€ 150.00) per square meter is seven thousand five hundred euros (€ 7,500.00).** .....

**The total lot value is therefore forty-one thousand four hundred and fifty euros (€ 41,450.00).** .....

**The initial reimbursement is I. Or** .....

**fifteen percent (15%) is six thousand two hundred seventeen euros and fifty** .....



*euro cents (€ 6,217.50), in which case the pro resto land value is eighty-five percent (85%) percent, or thirty-five thousand two hundred thirty-two euros and fifty*

*euro cents (€ 35,232.50).*

**II. Or thirty percent (30%) is twelve thousand four hundred thirty-five euros (€ 12,435.00), in which case the pro resto land value is seventy percent (70 %) is, or twenty-nine thousand and fifteen euros (€ 29,015.00).**

**With option I the Canon is two ninety-nine/one hundredths percent (2.99%) times the pro resto land value is one thousand fifty-three euros and forty-five euro cents (€ 1,053.45) per year and with option II eight hundred sixty-seven euros and fifty-five euro cents (€ 867.55) per year.**

3. Annual indexation of the canon takes place on the basis of the general price level increase as shown by the Consumer Price Index (CPI) All Households, from the Central Bureau of Statistics (CBS) on the basis of two thousand and fifteen is one hundred (2015 =100). All adjustments will be calculated by multiplying the last applicable amount by a fraction

the numerator of which is formed by the annual average of the two previous years to the indexation and the denominator by the same annual average as applied one calendar year prior to the indexation.

Example calculation of indexation:

Calculation of changed canon, old canon amounted to one thousand and one hundred euros (€ 1,100.00).

Modified canon:

**one hundred and fifty-seven/hundredths (107.51)** ("CPI All households, 2015=100, annual average 2020") DIVIDED BY **one hundred six sixteen/hundredths (106.16)** ("CPI All households, 2015 =100, annual average 2019") MULTIPLE **one thousand one hundred euros (€ 1,100.00).**

This is one thirteen/thousandth (1.013) times one thousand one hundred euros (€ 1,100.00) or one thousand one hundred and fourteen euros and thirty euro cents (€ 1,114.30) (plus three-tenths of a percent (1.3%).

4. **Revision / period:** After a period of twenty-five (25) years and forty-nine (49) years respectively, thereafter at a subsequent extension and by

Extension period to be determined by the owner, the ground rent can be revised on the basis of balanced weighing of interests (**consideration: the aforementioned price indexation aims to achieve a reasonable inflation and/or value-related effect, the parties hereby determine a benchmark momentum (per twenty-five years) referred to as a revision.**

**What is being revised: the value of the subsurface and the interest component as commercial storage - which differs from that of residential land, because it recreationally intended surfaces and not residential) above the ten-year government loans. Why: not to favor or disadvantage either party due to currently unknown omissions in the currently chosen indexing.)**

**Destination change: there will be a change in the valuation of the subsurface the destination is taken into account, for example from recreational to residential quo combined recreational/residential destination -such as (by the government**



*irrevocably intended) change can be expected to result in an increase in the land value, but the current actuarial interest rate (commercial surcharge) can also be expected to be different.*

**PARK REGULATIONS**

The Park Regulations associated with these General Provisions were drawn up as a separate document as of the fifteenth of December two thousand and twenty-one (15-12-2021).

**Conclusion** The person who appeared is known to me, a notary.

WHICH DEED was executed in Steenwijk on the date stated at the head of this deed.

The contents of the deed have been provided and explained to the person appearing. The person appearing has stated that he does not wish to have the deed read out in full, that he has taken note of the contents of the deed in time before it was executed and that he agrees with its contents.

Immediately afterwards, the deed was read in a limited manner and signed by the person who appeared and me, the notary, at fifteen and fifty-five minutes.

(Follows signing)

ISSUED FOR COPYRIGHT:

