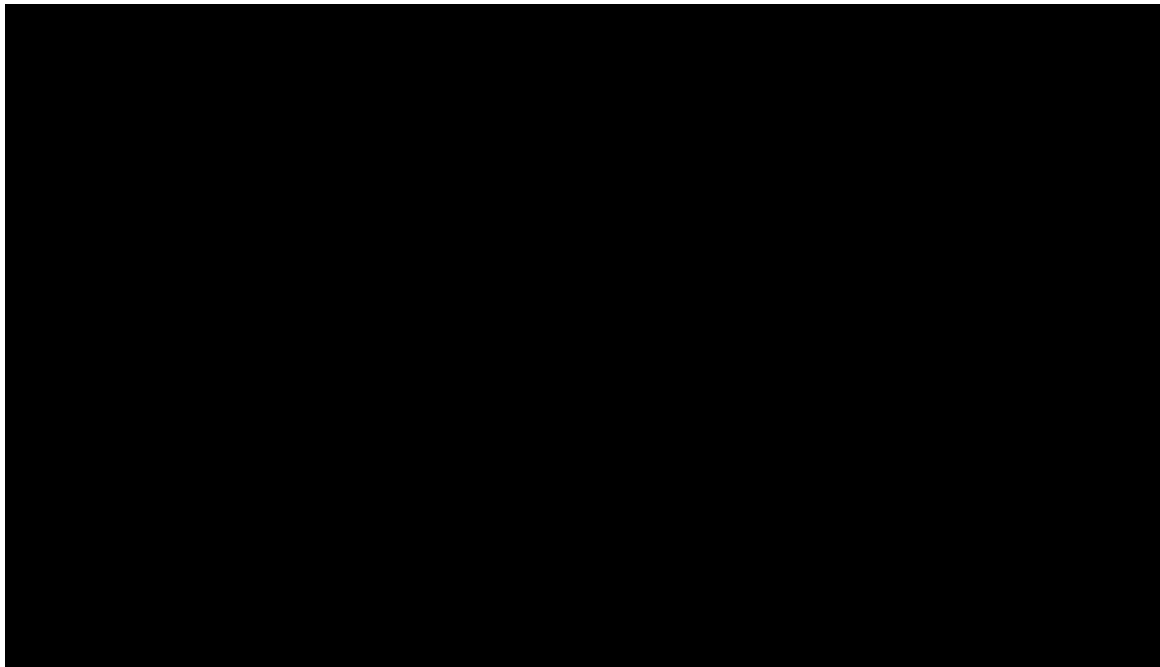


Case number: \*

## DEED OF ISSUE IN LEASE AND ESTABLISHMENT OF RIGHT OF SUBSIDIARY



as: "Owner".

The aforementioned power of attorney is evident from a deed dated twenty-ninth June two thousand twelve (29-06-2012) past for \*me, notary \*mr. MK Kroek, notary in Steenwijkerland.

2. \*, hereinafter

referred to \*both together and individually\*: "Leaseholder".

\*The power of attorney granted to the person appearing by the Leaseholder is evident from a private deed of power of attorney, which is attached to this deed

**(appendix).**\* The persons appearing stated the following:

### **A. Definitions**

Unless otherwise stated, in this Deed it is understood that  
under: General Provisions Parc De

Eese: The Deed containing General Provisions Parc De Eese BV associated with the Deed of issuance in leasehold and establishment of building rights, executed on the twenty-third of December two thousand and twenty-one (23-12-2021) before Mr. MK Kroek, notary in Steenwijkerland, of which Deed Lefpachter has received a copy.

Manager/Owner: The

private company with limited liability: Parc De Eese BV, or its legal successor under general or special title, or another person to be designated by this company (currently: KoningteRijk BV).

Soil:

The soil, groundwater and groundwaterSoil belonging to the Real Property.

Soil survey report:

The report that is drawn up regarding the research conducted into the condition of the Soil and the possible presence of contamination or otherwise harmful substances and materials in the Soil.

Leasehold:

The Leasehold of the Real Estate ending with **\*(complete 49 years after deed execution)**.

Mortgagee: The

holder of mortgage rights on the Plot and its buildings, who has notified the Owner by registered letter of the existence of his right, stating his address and has accepted the obligation to inform the Owner of the end of his straight. The Owner will issue proof of this to the mortgage holder -who has complied with the foregoing.

Infrastructure:

~~The center facilities~~ associated with the Park, the roads, paths, parking spaces, fencing, the recreational pond, the public greenery, the barrier and other facilities associated with the Park, with the exception of the Recreation Network, as well as all those works carried out by the government, authorities or prescribed by utility companies.

Notary:

One of the notaries associated with the notary: Kroek en van Weert Network notaries in Steenwijk.

Real Estate: A plot

of land with any recreational object present thereon, part of Residence de Eese, locally known at/near **Bultweg 25 R \*(plot number)** in 8346 KB De Bult, cadastrally known as municipality of Steenwijk, section G, number \*, large \*.

Buildings:

Buildings, works and/or plants that are permanently or otherwise associated with the Plot, either directly or through association with other works.

Right of

Superficies: The right of superficies depending on the Leasehold, extending to the ownership and retention of buildings, works or plants as referred to in Article 101 of Book 5 of the Civil Code on and in the Immovable Property, ending on **\*(complete 49 years after the execution of the deed)**.

Agreement:

\*

of a Leasehold with the deed (appendix) regarding the agreement between the Leaseholder and the Owner, up to the issue

building in respect of the Real Estate, which -including all associated appendices -is attached to this Deed ( appendix ).

Parc De Eese

The Owner/Manager and/or her possible legal successors.

Park:

The recreation park Residence de Eese, located at Bultweg 25, 8346 KB in De Bult (municipality of Steenwijkerland), with the associated access road, entrance, further roads and paths as well as other facilities.

Park management

contribution: The contribution that the Leaseholder periodically owes for the periodic

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activities as described in Article 8, paragraph 1, sub a of this Act.

Park Regulations:

The Park Regulations drawn up by Parc De Eese BV, as last amended on the fifteenth of December two thousand and twenty-one (15-12-2021), a copy of which has been made available to the Leaseholder.

Parties:

~~The Leaseholder~~ and the Owner together.

Plot/Lot: The

~~Real Estate~~ issued under Leasehold.

Recreational

network: The system of pipes and cables through which gas, water, electricity, internet/wireless network, CAI, transmission towers and sewerage are transported between the main connection at the entrance to the Park and the individual plots.

Recreational home:

A main building with a maximum ground area of up to seventy square meters (70 m<sup>2</sup>) including (1) detached outbuilding, excluding a maximum of twenty square meters (20 m<sup>2</sup>) of roof, falling under accommodation destination.

Recreational

object: A recreational home with/without foundation, with or without a detached outbuilding and roofs.

Recreational unit: A

Recreational Object and/or a Recreational Home, accommodation function.

Facilities: The

facilities already present and planned in the park at the time of the passing of this Deed.

Definitions, with the exception of the definition "Parties", can be used in the singular or plural without loss of substantive meaning.

The capitalized terms are defined in this Act.

### **B. Considerans**

- Parc De Eese BV is the owner of Park Residence De Eese; -The Leaseholder has indicated to the Owner that he wishes to obtain a leasehold plot at the Park (Residence De Eese) for the purpose of realizing (or having already completed) a Recreational Unit; - The Owner is prepared to lease a plot of land in the Park to the Leaseholder, under the conditions to be further described in this Deed; -Leaseholder and Owner are also bound by the General Provisions and the Park Regulations, as further described in this Deed.

- The leaseholder declares that he has obtained a copy of the General Provisions and the Park Regulations, that he is familiar with them and that he expressly agrees with them; - Park

management will be exercised by the Owner or a Manager to be appointed by the Owner; -The Manager will take this into account when carrying out his work

the high standard of the Park. The Owner will, guided by the needs and wishes of the market, continuously strive to update the facilities and services

the quality standard of the Park to ensure that the Park continues to belong to the higher segment;

- The leaseholder is aware of the high quality standards of the Park and the costs involved. The leaseholder is also aware of the fact that Park is constantly on the move to meet the needs and wishes of the market; -The

\*

Leaseholder has, yes / \*not yet with the Owner's permission at his expense and risk, \*placed/\*had placed aRecreational Unit on the Real Estate. - or: \*- The

Owner has had aRecreational Unit placed on the Real Estate at his own expense and risk.

- The Recreational Unit (\*is)/\*not constitutes immovable property for sales tax purposes.

### **C. Title and acquisition, change of leasehold rights and building rights**

#### **1. Agreement**

The Owner and the Leaseholder have agreed in the Agreement that the Owner will establish a Leasehold Right on behalf of the Leaseholder with the dependent right of superficies with regard to the Immovable Property under the conditions described below.

#### **2. Acquisition**

The Owner has acquired ownership of the land belonging to the Real Estate with the buildings present at the time \*by registration in the relevant intended public records on the twentieth of November two thousand and fourteen in part 65218 number 45 of the copy of the deed of delivery on November twenty two thousand and fourteen executed before Mr. MK Kroek, notary in Steenwijkerland, in which Deed discharge was granted for payment of the purchase price.

***\*if there is already a newly built house owned by the Owner when the deed is passed,***

***add:*** The currently existing recreational object was founded at the expense and risk of the

Owner. ***\*if there is already another newly built house when the deed is***

***passed:*** The currently existing recreational object \*under construction\*was \*built at the expense and risk of the Leaseholder.

#### **D. Granting and acceptance of the Leasehold Right**

In implementation of the provisions of the Agreement, the Owner hereby establishes for the benefit of the Leaseholder, who accepts: - the

Leasehold Right with the dependent right of building; which right relates to the Real Estate with the -\* Recreational Unit placed thereon at the \*\_ expense and risk of the Leaseholder.

#### **E. Leaseholder, Subleaseholder and consent of the Landowner**

When entering into this Leasehold, there is no subleasehold in accordance with the provisions of Article 93, Book 5 of the Civil Code.

#### **F. Provisions**

1. General Provisions and the Park Regulations

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a. The General Provisions of Parc de Eese BV and the Park Regulations, as well as the special provisions stated below, apply to this leasehold issue. b. **passed:**

The Leaseholder declares a

**\* if the Agreement is signed before the General Provisions**

draft of the

General Agreement with the Agreement

To have received the provisions of the Park Regulations and to have taken note of their contents.

The Deed establishing the General Provisions was passed on \*.

The definitive Park Regulations were also adopted on that date.

Before signing this deed, the Leaseholder has a copy of the deed.

laying down the General Provisions and the Park Regulations

received. The Leaseholder declares that he has taken note of this and agrees to

it. **if the Agreement has**

**\* been signed after the General Provisions have been passed:**

The Leaseholder declares in the Agreement that he has received a copy of the deed establishing the General Provisions and the Park Regulations and that he has taken note of its contents and agrees to it at the end of the **option** block. The obligations arising from the

**\*\***  
General Provisions

and the Park Regulations are deemed to be included verbatim in this Deed. The Leaseholder declares the General Provisions and the Park Regulations

to expressly accept and comply with and again by him

to impose on his legal successor(s) under the same provisions, or the

provisions to replace it. The Owner can adjust the Park Regulations at any time in accordance with reasonableness and fairness. Leaseholder becomes immediate

The amended Park Regulations will be made available after they come into effect.

The leaseholder can find the applicable Park Regulations at any time on the Park's website.

The Owner hereby assumes the aforementioned obligations assumed by the Leaseholder for and on behalf of anyone who has an interest in this.

The charges and limitations described above in this article and otherwise in this Deed are hereby expressly accepted by the Leaseholder.

The Leaseholder owes the Owner the ground rent established in this Agreement, as referred to in Article 85, paragraph 2, Book 5 of the Civil Code.

2.

Special provisions:

3.

Furthermore, the following PROVISIONS apply to the Leasehold Right: **Duration of the Leasehold**

Article 1

The Leasehold Ends on **\*(complete 49 years after the deed has been passed)** at twenty-four hours and can be extended by mutual agreement with both written consent between the Owner and the Leaseholder (see also article 11).

**Destination and use**

Article 2

\_\_\_\_\_  
\_\_\_\_\_

The right of Leasehold means the authority to keep and use the Real Estate in accordance with the provisions of Article 5 of the General Provisions Parc de Eese under the provisions and conditions stated below: 1. The Park is intended for recreation, the Real Estate is intended for become

used for the installation and maintenance of a Recreational Unit, in accordance with the provisions of Article 10 below. The Leaseholder may do without permission of the Owner no other destination/use to the Giving immovable property or an act contrary to the destination/use of the Real Estate. The Leaseholder has the same enjoyment as an owner, subject to the provisions of this Deed.

2. The Leaseholder is prohibited from allowing third parties to use the Recreational Unit in any way as a main residence and/or as a permanent home.

3. Rental of the Recreational Unit is only permitted through the mediation of the Manager, or only with written prior notice

permission from Manager/Owner. Owner is obliged to within one period of fifteen working days after receipt of the request respond with permission or rejection. Rental is permitted throughout the year, without prejudice to the provisions of paragraphs 2.2 and 2.3 of this article.

4. The Leaseholder is not permitted to develop activities that hinder or limit the Owner in the fulfillment of its obligations.

5. In the event of non-compliance with any obligation mentioned above in this article, the Owner 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 Owner owes an immediately 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. This is without prejudice to the right to compensation for the actual losses suffered by the Owner/Leaseholder damage, including interest and costs, insofar as it exceeds the amount of the fine, to be recovered from the Owner/Leaseholder. This penalty clause follows the indexation as determined in Article 17.3 General Provisions.

#### **Delivery and acceptance of delivery status, size Article 31.**

The

Owner hereby delivers the Real Estate to the Leaseholder in the condition and under the conditions in which it was at the time of signing the

Agreement was found, free of rent, lease or any other right of use, with all associated benefits and burdens. If the Leaseholder is a (former) tenant of what has been issued in Leasehold, acceptance will take place in the condition in which the Leaseholder brought it as a tenant.

2. The Leaseholder expressly accepts the delivery referred to in the previous paragraph of this article. The Leaseholder is therefore not entitled to dissolution of the Leasehold, reduction of the Leasehold Ground Rent or any other compensation in respect of hidden or unhidden defects, incorrect or incomplete statement of its size, nature, adjacencies or location.

3. The Owner has agreed to the limits of what is supplied with this Deed

surveying service of the Land Registry. The Leaseholder declares that he is familiar with the boundaries and expressly accepts them.

4. If the specified size of the Real Property and/or the further description of the Real Estate is incorrect or incomplete neither Party has any rights thereto. In the event of a deviation of more than five percent (5%) of the appraised area of the plot in square meters, a recalculation of the ground rent for the current year and subsequent years may take place in accordance with Article 5.2 of this Deed.

5. All possible claims that the Owner can or will assert with regard to the Real Estate against third parties, including builder(s), (sub)contractors, installers and suppliers, transfer to Erfpachter. To the extent that certain claims cannot then count as qualitative rights as referred to in Article 6:251 of the Civil Code, the Owner is obliged to cooperate in the transfer of those claims at the Leaseholder's first request. Owner is also required to provide warranty certificates which may exist in relation to the Immovable Property to the Leaseholder and to do everything necessary to transfer them in the name of the Leaseholder To appoint a leaseholder. This provision also applies to any transfer of the Real Estate back to the Owner.

#### **Special charges and restrictions**

##### Article 4

1. The Owner guarantees that he is authorized to grant a long lease to the Real Estate; 2. The

Owner guarantees that the Real Estate is free from mortgages, attachments and registrations thereof; 3. The Owner

guarantees to provide the Leaseholder with a Leasehold right until the said end date of \*

**(enter 9 years after the date of the deed)** that is unconditional and not

subject to any destruction whatsoever; 4. There is no legal action, binding

advice proceedings or arbitration pending; 5. The Owner guarantees that the Real

Estate possesses the actual properties required for use as a Plot of Land with a Recreational Unit.

The owner is not responsible for properties other than those required for the aforementioned use. The Owner guarantees that the aforementioned use of the Real Estate is permitted on public and private law grounds.

6. The Real Estate is issued on a leasehold basis with all easements,

both those for the benefit and charge of the Real Estate, any other limited rights and chain clauses as well as all qualitative rights and obligations.

7. In connection with existing easements, qualitative rights/obligations and/or chain clauses and the like, reference is made to \*the deed of transfer referred to above

under Article 2 of this Deed (part 65218 number 45). It states verbatim: **"Reference**

**to previous**

**deeds. This reference is made**

**to a deed of transfer, executed on the thirty-first of December nineteen**

**hundred and eighty-five (31-12-1985) for Mr. BJHA Eenhorst,**

*a copy of which deed was registered in the Public Registers in Zwolle on January 2, nineteen hundred and eighty-six (02-01-1986) in the Mortgage Register 4 part 5145, number 35, in which it is stated verbatim, among other things: "f. with regard to the property sold -as far as they know - there are no other easements than: An easement of road to get*

*to and from the Bultweg an easement entitling the laying, having and maintaining pipes for electricity, water, telephone and the like, in the least inconvenient manner. The maintenance of the land covered by the right of way is for the owners of the suffering properties, all for the benefit and at the expense of the plots known in the cadastral municipality of Steenwijk, section G numbers 870, 231, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, and 254, originally established by transfer to the aforementioned mortgage office on the eighteenth of April nineteen hundred and sixty-eight, in part 1788 number 112, and on the second of July nineteen hundred and sixty-eight in part 1851 number 65 of on April seventeenth, nineteen hundred and sixty-nine and July one, nineteen hundred and sixty-nine before notary Mr. KJ*

*Kraan in Apeldoorn, past deeds and which easements were maintained in the deed of allotment of the aforementioned land consolidation."*

\*\*\*And so on

\*\*If the real estate originated from Steenwijk, section G number 1720. *With regard to the purchased item A.3, reference is also made to a deed of delivery, executed on the seventeenth of January two thousand and five before PM Kuiper, notary in Putten, registered (previously referred to as transferred) at the office of the Land Registry and Public Registers Service in Zwolle on the eighteenth of January two thousand and five, in the Mortgage Register 4, part 12577 number 37, in which it is stated verbatim, among other things:*

**ESTABLISHMENT OF LEAVES** *The*

*persons who appeared furthermore declared that they have agreed to establish the easement as further described below, in execution of which the following easement is hereby established, reserved and accepted: for the benefit of the Sold Property, as dominant property; and at the expense of the (part of) remaining property of the Seller*

*Plot known in the cadastral municipality of Steenwijk, section G number 1427, as a servient yard; the easement containing the authority of the owner(s) and user(s) of the dominant property to use the public road from the dominant property and vice versa, both on foot and with animals, carts, cars and all other means of transport in the broadest sense of the word, which easement will be exercised over the roads and/or paths on site, which are part of the recreational area "Camping De Kom".*

**Provisions**

*The following provisions will apply to this easement: 1. the necessary maintenance of the road is at the expense of the owner(s) of the servient property;*



**2. It is prohibited for both the owner(s) and user(s) of the dominant estate and those of the servient estate to use means of transport, of whatever nature, or other goods or goods on the said road. places other than required for the direct use as such, so that this use can take place unhindered and undiminished; if this provision is violated, both parties, or their representatives, will be authorized to remove what is on the road without any notice by placing it elsewhere;**

**3. it is expressly stated that the easement described above**

**be built on or divided, regardless of any additional burden this may cause, will continue to exist unchanged, even if the dominant property in question were to be removed**

8. The obligations referred to in this article and assumed by the Owner are hereby imposed on the Leaseholder with regard to the Real Estate, under the same provisions. These obligations are hereby assumed by the Leaseholder and will again be imposed by him on his legal successor(s) under the same provisions.

The Owner hereby assumes the aforementioned obligations assumed by the Leaseholder for and on behalf of the interested party(ies). In the event of bankruptcy or suspension of payment of the Owner, the Leaseholder is at all times entitled to the aforementioned easements.

9. As can be seen from the information provided by the Land Registry and Public Registers Service, no (public law) restrictions are currently known in the National Facility WKPB and the Land Registry Basic Registration.

Owner declares that he is not aware of any facts or circumstances from which this occurs it appears that there are registrable public law restrictions that have not been registered.

The leaseholder declares that he is aware of the fact that government bodies, under the Public Law Restrictions (Disclosure) Act, have four days to for the correct updating of the registers. For plot changes government bodies have four weeks for correct updating of the municipal restrictions registration.

Entries in the registers after today are at the risk of the Leaseholder, without prejudice to the Owner's obligation to notify described above.

10. The Real Estate is not charged with land development interest.

11. The charges and limitations described above in this article and otherwise in this Deed are hereby expressly accepted by the Leaseholder.

This insofar as this is not apparent from the Agreement and/or the appendices attached to the Agreement.

**Purchase compensation,  
ground**

**rent** Article 51. The Leaseholder owes the Owner a compensation of \* (being fifteen percent (15%) OR \*(being thirty percent (30%) of the land value, which compensation upon issuance

must be paid, without prejudice to the annual canon as mentioned below.

\*The Leaseholder has paid the purchase price of \*the buildings in the amount of including sales tax has already been paid to the Owner. This is evident from documents attached to this deed.

\*The Leaseholder has paid the purchase price of \*the buildings ad \*, including sales tax, by transferring it to a designated account from me, notary. Payment to the Owner will take place as soon as delivery takes place completed by registration in the public registers and the acquisition free of mortgage and seizure in accordance with this deed is assured.

\*  
2. The annual canon amounts to and is calculated in the same way as in the General Parc De Eese BV provisions stated.

The canon will be indexed in the manner stated in Article 6.

The ground rent is, without discount in respect of business expenses or otherwise, paid annually in advance in the first month of the year by transfer to the bank account to be specified by the Owner.

3. The leaseholder is not only responsible for the Leasehold, but also for the rest capital liable for the payment of the canon and of everything he is due under this Deed.

### **Canon, indexation and revision**

#### Article 6

**1. Indexation:** 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 a basis of two thousand and fifteen is one hundred (2015 =100) (Art 16:3 General Provisions). 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 two years prior to indexation and the denominator by the same annual average as applied for one calendar year prior to indexing. A calculation example is stated in the General Provisions of Parc de Eese.

2. If CBS discontinues publication of the price index figure or changes the basis of the calculation, an index figure that is as comparable as possible will be used.

**3. Revision / period:** After a period of twenty-five (25) years and forty-nine (49) years respectively, then at a subsequent extension and an extension period to be determined by the Owner, the ground rent can be revised on the basis of a balanced weighing of interests.

4. To this end, the Owner may make an offer in writing to the Leaseholder for the change in the ground rent no later than twelve (12) months before the end of the current period.

5. In the aforementioned case, the Owner will, prior to its offer, obtain a recognized instruct the appraiser to determine the free sale value of the land, as if it were undeveloped and free of any right of enjoyment.

6. Calculation of any revision of the canon will then take place

in accordance with article 5.2. taking into account the new established land value and the then applicable interest rates. ***(Consideration: that there a commercial surcharge of three-tenths of a percent (3.2%) is calculated on the ten-year government loans of the Dutch state).***

7. With each extension of the leasehold after forty-nine (49) years, an extension fee to be determined at that time is due, the leniency arrangement as stated in Article 5.2. the leaseholder can apply this, but without any obligation to do so.

8. If the new calculated canon deviates by less than ten percent (10%) (higher or lower), the chosen indexing methodology is considered sufficiently accurate assessed and no adjustments to the canon will take place.

9. If the new calculated canon deviates by more than ten percent (10%) (higher or lower), the new result of the canon will take effect in the following year after the revision. No payments will be made for previous years settlements take place between Parties. After the revision, casu quo it When anew canon is determined, this canon will again follow the indexation of the CPI as determined in article 6.1. and 6.2.)

10. The Owner can make awritten offer to the Leaseholder for extension of the leasehold no later than one year before the expiry of this period.

The Leaseholder can submit awritten request to the Owner, if the Leaseholder has a demonstrable interest in this, to submit the said proposal for extension to the Leaseholder at an earlier stage (maximum ten years before the end of the lease term). forward. All this without prejudice to what is stated in Article 11 of this Deed.

11. The leaseholder must submit the written offer within aperiod of three months after the written offer to revise/extend the ground rent/leasehold right, inform the Owner in writing whether he agrees to this offer. If the Leaseholder does not agree with the offer from the Owner, then the Owner and the Leaseholder will each: engage an independent expert, which experts are independent will engage athird expert, who will jointly provide awell-reasoned advice -as referred to in paragraph 3 of this Article - which advice may be based on Art. 7:904 of the Dutch Civil Code (reasonableness and fairness) can be affected. It must be taken into account at all times that when entering into this leasehold right, both the Owner and the Leaseholder pursue a common interest in aiming for the optimal

possible future for the Park as well as the provisions / instructions in paragraph 3 of this article and in the General Provisions Parc de Eese.

12. If an agreement cannot be reached even after engaging the aforementioned experts, the case will be submitted to the judgment of the competent court.

### **Payment of ground**

**rent** Article 71. The ground rent for the first year or part thereof must be paid in advance no later than upon issue by deposit or transfer to the quality account of the notary in the presence of whom the deed of issuance was entered into

Leasehold becomes a thing of the past.

2. The annual rent to be published thereafter is due from the first day of the calendar year in question and must be paid annually in one (1) installment

January fourteenth of the year in question, to be paid in advance by deposit or transfer to an account number in the name of the Owner.

All payments made by the Leaseholder to the Owner in connection with the issue of the leasehold right, will have to take place without any discount, withholding or debt settlement to the Owner on a bank account to be specified by the Owner.

3. The Owner can send an invoice for the ground rent due in advance or afterwards, but even without an invoice the Leaseholder is obliged to pay the ground rent on time.

4. Sending an invoice or paying the ground rent after the end of the Leasehold does not create a right to extend the Leasehold.

5. The Leaseholder is in default due to the mere expiry of a term or payment date set for payment pursuant to this Deed or the mere fact of failure to comply or improper compliance with or violation of the provisions of this Deed, without a notice of default or reminder to that effect, a court order or similar act of legal prosecution is necessary.

6. The obligation to pay the ground rent is indivisible and joint and several commitment. If the Leasehold accrues to two or more persons, either as partners or as Leaseholders of different parts of the Real Estate, then they are jointly and severally liable for the entire canon becomes due during their right, insofar as it concerns their rights divided. After transfer or allocation of the Leasehold on the Real Estate or part thereof or a share in the Leasehold are the acquirer and its legal predecessor is jointly and severally liable for the canon owed by the latter (Article 5:92 paragraph 2 of the Dutch Civil Code).

7. In the event of non-compliance with any obligation mentioned above in this article, the Owner 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 Owner owes an immediately 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. This is without prejudice to the right to compensation for the actual losses suffered by the Owner/Leaseholder damage, including interest and costs, insofar as it exceeds the amount of the fine, to be recovered from the Owner/Leaseholder. This penalty clause follows the indexation as determined in Article 17.3 General Provisions.

#### **Activities and services Article**

8 1. a.

The Manager or a representative to be designated by him will carry out periodic activities and services for the Leaseholder.

with regard to the Park and the use of the Real Estate

Case. These periodic activities and services consist of:

keeping the roads and paths of the Park clean and clear, in general

supervision of the Park and the lighting of the roads and paths of the Park. In return for carrying out the aforementioned periodic work and services, the Leaseholder will owe a Park Management Contribution per calendar year to the Park Manager or a third party to be designated by him. The Park Management Contribution must be paid in advance before January fourteenth of the year to which the contribution relates.

This compensation amounts to \*for the current year (on an annual basis) \* including the sales tax due in respect of the service(s) and can be adjusted by the Owner in reasonableness and fairness. The Owner will notify the Leaseholder of any adjustment.

- b. The Manager or a third party to be designated by him will, in addition to the aforementioned periodic work, carry out maintenance, repair and/or renewal work on behalf of the Leaseholder on the center facilities associated with the park, the roads, paths, parking spaces, etc. the fencing, the recreational pond, public greenery, the barrier, camera surveillance and other security services, the Recreation Network and other facilities associated with the Park, as well as all those activities prescribed by the government, authorities or utility companies.

The costs involved in this work can be charged separately to the Leaseholder by the Manager or a third party designated by him, in proportion to the number of plots in the park, or can be included (partly) as a regular contribution in the price list, for example if fixed charges for infrastructure, regardless of the location or use of the Leaseholder's plot. The Manager determines which work will be carried out, taking into account the level of quality and facilities that the Park strives for. The Manager can draw up a multi-year maintenance plan that provides an outline and long-term estimate of the expected work and associated costs regarding the existing Facilities.

- c. The Manager or a third party designated by him will ensure the removal of household waste, glass, paper, garden, plastic and residual waste from the facilities available at the Park. The leaseholder will ensure that the aforementioned waste is presented in the manner specified by the Manager.

The Owner has already informed the Leaseholder of its current Price List, but will once again make its current price list available to the Leaseholder, including the Park Management Contribution plus standing charges and consumption, etc. to ensure that it is aware of it when this Deed is executed (**appendix**).

The Manager or a third party designated by it is only obliged to supply a package of television signals compiled by it for a separate fee, plus the Videma charges, etc. The Manager has the right to transfer this obligation

- d.

wear. The Leaseholder is obliged to pay the compensation, regardless of the decrease in the signal. e.

The Manager or a third party designated by him will:

The leaseholder is responsible for the supply of gas, water and electricity. The supply of gas, water and electricity will take place via the Owner's Recreation Network. The Manager or a third party designated by him has the right to, in addition to the costs charged by the supplier, the network administrator will be charged a surcharge used to cover the following costs, namely: -administration costs; - debtor risk; - recording meter readings; and - network loss (actual measured network loss divided over the number of plots).

The costs involved in resolving malfunctions, depreciation the existing Recreational Network and the future replacement of the Recreational Network are included in the activities referred to in Article 8, paragraph 1, sub b. These costs are not included as a surcharge on the purchase price.

2. The fees and advance amounts referred to in paragraph 1 will expire be revised by the Manager on January 1<sup>st</sup> of each year using the procedure stated under 1c the price list mentioned and subsequently adjusted at an interval of one year each time on the basis of the then applicable (energy) prices with a surcharge.

3. If additional costs arise later for the operation of the infrastructure and the Recreational Network of this Park proper use of the infrastructure and the Recreation Network, the Manager or a third party designated by him is entitled to charge these additional costs to the Leaseholder on a pro rata basis.

4. If the Manager intends to make the aforementioned new significant facilities for the benefit of the Park, a survey will be sent to all owners, with each Owner per Recreation unit will have an advisory vote, either directly or in ordered. These advisory votes will be taken into account by the Manager in the decision-making process.

The Leaseholder is obliged to pay his pro rata share of these additional costs to the Owner. 5. In the event

of non-compliance with any obligation mentioned above in this article, the Owner or Leaseholder, after notice of default with a recovery period of eight days after the date of service by registered letter, the Leaseholder or Owner will owe an immediately payable penalty of

two hundred euros (€ 200.00) per day per violation with a maximum of ten thousand euros (€ 10,000) as long as the violation continues. Some things without prejudice to the right to compensation for the actual costs incurred Owner/Leaseholder suffered damage, including interest and costs, for

insofar as this exceeds the amount of the fine, to be recovered from the Owner/Leaseholder. This penalty clause follows the indexation as determined in Article 17.3 General Provisions.

#### 6. Chain clause

The Manager and the Leaseholder agree that the provisions of this article are: chain clause will be stipulated upon every alienation of the leasehold right. In implementation of the foregoing, the Parties hereby declare, for the benefit of the Manager, to stipulate the provisions of this article by way of a chain clause from the successor in ownership of the leasehold right, in particular the obligation to pay the compensation and advance amounts described above, including the applicable indexation, on penalty of an immediately payable fine of fifty thousand euros (€ 50,000.00) on behalf of the Manager.

7. Owner has the right to transfer this obligation(s) within the meaning of Article 6:155 of the Civil Code. The leaseholder hereby grants irrevocable consent as referred to in Article 6:156 of the Civil Code.

### **Deviations from the legal regulations**

#### Article 9

1. The Leaseholder cannot terminate the Leasehold prematurely or relinquish the Leasehold.
2. The Owner may terminate the Leasehold prematurely in the cases referred to in Article 11 of this Deed.
3. All (extraordinary) charges and repairs relating to the Real Estate and its use are borne or carried out by the Leaseholder, unless otherwise stated in the General Provisions.

With regard to the charges, the foregoing also applies if the Owner is held accountable for this.

4. The Leaseholder is without prior written permission from the

The owner is not authorized to sublease the property to which the right rests, in whole or in part.

In the case of subleasehold, the subleaseholder is not entitled to more powers than the Leaseholder has.

The subleasehold is extinguished at the end of the leasehold, unless it ends due to mixing or assignment. The Owner can enforce the right of leasehold free of subleasehold for the ground rent due in respect of the leasehold.

### **Layout of the Plot** Article 10

1. 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. de in the (draft of the) Zoning Plan Recreational Park Residence de

Eese described construction and use options associated with the Plot.

2. The Leaseholder is obliged to maintain the current recreational unit in such a way

that it fits in with the intended standing and appearance of the park, at the discretion of the Owner and Manager.

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

3. Furthermore, the Leaseholder is obliged to the following provisions with regard to the layout of the Plot: a. One

or more terraces may be constructed per Recreational Unit.

The sizes, number and material to be used must be discussed in advance consultation must be held with the Manager and prior written permission must be obtained from the Manager. b. Only after written permission has been obtained from the Manager

a maximum of one outbuilding can be placed. Consultation with the Manager must take place in advance, both before the installation and the dimensions and design of the Outbuilding to be installed. c. Without the permission of the Manager, it is not permitted to make any changes to the outside of the Recreational Unit (including the roof covering), including changing the colors. d. Placing boundary fences, fences, hedges, tall plants, windbreaks, other forms of separation and the like is only permitted with the written permission of the Manager, who is responsible for granting

consent may be subject to conditions. Placing fences is not permitted.

Green boundaries in the form of hedges and shrubs are permitted but may never have a greater height than two meters, with that provided that partitions, hedges and shrubs adjacent to a road or path in the Park may never be higher than one hundred eighty (180) centimeters. The Manager can provide further instructions regarding the height and maintenance of fences, hedges and shrubs. The aforementioned partitions, hedges, shrubs and the like are never allowed affect the avenue structure and/or the sight lines of the Park. If the

The manager is of the opinion that the avenue structure and/or the sight lines are affected, the Leaseholder is obliged to remove the relevant fence, hedges, shrubs or the like.

Every Leaseholder is required to keep the garden on his recreational property in good condition to maintain. The Owner is not obliged to make any repairs. The construction of gardens must take place in accordance with the regulations of the Manager.

Fencing (other than green partitions), which are placed after written permission from the Manager, must always be behind hedges and shrubs have been placed.

- e. The Leaseholder or the user of the Plot is obliged to:

tolerate this in the interest of the exploitation of the Park in the Plot the Owner trees and other plantings are installed, restored,



replaced and maintained in the least inconvenient manner for the Leaseholder or the user.

The Leaseholder or the User of the Plot is not permitted to remove trees and other plants currently existing and yet to be planted by the Leaseholder without the prior written permission of the Owner or to remove trees or other plants from the Plot without such permission. to bring.

It is strictly forbidden to damage the plants in any way.

No trees, (large) shrubs, (large) bushes and hedges may be felled or damaged without written permission from the Manager.

- f. No garden gnomes, ornaments and/or statues may be placed in the garden belonging to the Plot without written permission from the Manager. Exaggerated garden facilities and garden lighting are prohibited, at the discretion of the Manager.

The leaseholder must affix a house number determined by the Manager on a prescribed license plate in a logical location on the Recreational Unit.

- g. A maximum of one (1) passenger car may be parked on the Plot in a designated place. No asphalt paving may be used for laying a parking space on the Plot.

- h. The Plot with the Recreational Unit, the garden, and any existing waterfront with shoring must be kept in a good state of maintenance.

- i. No trees, shrubs or other plants may be planted within two meters of the embankment and/or waterline. No changes may be made to the bank within two meters of the revetment and/or waterline.

Existing revetments may not be removed, damaged or modified. No changes may be made to the existing waterways.

Placing obstacles in, on or above the waterway and/or bank is not permitted, unless in consultation with the Park Manager and with the exception of the facilities installed (or yet to be installed) by the Park itself for the purpose of Park. Nor is it permitted to obstruct the flow of the waterways.

The Leaseholder is obliged to inspect the ditches - if applicable - in and along the Plot. The inspection obligation must have been performed before or on November 1 of each year.

It is prohibited to influence the (ground)water level or to extract water from a Plot. Discharging into surface water is not permitted without permission from

- j. the Manager.  
Placing signs, sales communications, political preferences or the like by the Leaseholder is not permitted.

k.

l.

m. It is not permitted to place loose stacks of wood, planks, pipes or other (building) materials on or around the Recreational Unit without prior written exemption from the Manager. n. The keeping of rabbits, birds, poultry and the like and the installation of outdoor cages requires prior consultation with the Manager, who can give written permission subject to certain conditions.

4. All buildings, works and other accessories installed on the Plot without the Owner's permission must be removed within a reasonable period specified therein, after a notice given by the Owner.  
If the Leaseholder fails to carry out removal within the specified period, the Owner can have it removed by a third party on its behalf and recover the costs from the Leaseholder.
5. The Leaseholder or the user of the Plot is obliged to tolerate that in, on or above the Plot there are facilities for the 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.

The Leaseholder will leave undisturbed any cables, pipes or pipes running through the leasehold plot and any associated third-party facilities (such as utilities and telecom/internet providers). In the event of construction work, the Leaseholder expressly has his own obligation to investigate in this context. a. The Leaseholder hereby declares irrevocably and without further conditions that he accepts that in the future pipes, cables or pipes intended for

6. the public benefit or to cooperate in the establishment of rights in rem related thereto.

***\*To the extent that the Real Estate arose from Plot number Steenwijk G***

**1898:** It is known to the Leaseholder that the Immovable Property is partially charged with the real right referred to in Article 5 paragraph 3 sub b of the Private Law Obstacles Act containing pipes for sewer pipes for the benefit of the public law entity the Municipality of Steenwijkerland, located Vendelweg 1, 8331 XE Steenwijk. b. Everything relating to those

(utility) facilities that has been installed in, on or above the Real Estate must remain attached. It is the Leaseholder of the

Real Estate is not permitted to have such a provision whatsoever to make any changes, not even for your own consumption of gas, water or electricity. In the event of violation of the foregoing, the Manager is authorized within one week after detection of the violation to remove the relevant intermediate meter road and to disconnect it from the energy/water/internet supply, without prejudice to the right to claim damages and costs. c. All damage to property of

the Leaseholder, which is an immediate consequence of the installation, existence, repair or renewal of the said

(utilities) facilities, will be repaired by the perpetrator, at the discretion of the Manager of the Real Estate, at the expense of the perpetrator or by

these will be reimbursed to the Leaseholder of the Real Estate, at the expense of the perpetrator. d.

The Leaseholder of the Real Estate is obliged to refrain from all actions that may cause damage to the intended (utility) facilities, so that they are liable for the damage caused by a shortcoming on their part, including

failure to take measures to prevent damage to the intended (utility) facilities, which the Leaseholder or his legal successors require

7. The Leaseholder is obliged to cooperate with the Owner, if necessary, when installing or relocating a Recreational Unit on another lot. All damage to property of the Leaseholder, whichever immediate consequence of the foregoing will be repaired by the perpetrator, at the discretion of the Owner, at the expense of the perpetrator or reimbursed by the perpetrator to the Leaseholder.

8. In the event of non-compliance with any obligation mentioned above in this article the Owner or Leaseholder, after notice of default with a recovery period of eight days after the date of service by registered letter, to the Leaseholder or Owner owes an immediately payable fine of one hundred euros (€ 100.00) per day per violation with a maximum of ten thousand euros (€ 10,000) as long as the violation continues. This is without prejudice to the right to compensation for the actual costs incurred. Damage suffered by the owner/leaseholder, including interest and costs, insofar as this exceeds the amount of the fine, to be recovered from Owner/Leaseholder. This penalty clause follows the indexation as determined in Article 17.3 General Provisions.

#### **End of the Leasehold**

##### Article 11

The leasehold ends:

a. Upon expiry of the term for which the Leasehold was entered into; b. By termination by the Owner and/or the Leaseholder: The Leaseholder is entitled to terminate the Leasehold at least one year prior to a period of forty-nine (49) years after the first establishment. c. The Owner can terminate

the Leasehold right: -If the Leaseholder has been declared bankrupt: in the event of bankruptcy of the Leaseholder or a co-leaseholder, the Owner will: a. if the Leasehold is not encumbered with a mortgage, or; b. yes, but the mortgagee has not taken advantage of the opportunity of public sale offered to him; do not implement its intention to terminate until after consultation with the curator

in the bankruptcy, or; -if the Leaseholder fails to pay the ground rent over a period of two consecutive years, or;

-if the Leaseholder seriously fails to fulfill his other obligations, or; -for reasons of general interest.

Termination must be done within eight (8) days per writ, under penalty of nullity be served on those who have limited title or attachment to the property leasehold are registered in the public registers. The Owner states: also determines the day on which the right will end and the land with the buildings must be made available to him freely, which day will be at least one month after the date of the writ. If before the

the day of termination of the leasehold right determined by the Owner, the the cause of the right to cancel has been removed in the opinion of the Owner, and before that day the costs of the above-mentioned notification(s) have been reimbursed to the Owner, the cancellation will not take effect and the right of leasehold will therefore continue to exist unchanged passes unused, then the Leasehold right ends on the designated day.

If the Leasehold is encumbered with a mortgage, termination by the Owner will not take place before the Owner has notified the mortgagee of its intention to terminate and the mortgagee

has been given the opportunity for six months to discuss what is possible obligations of the leaseholder on his behalf, or Leasehold right with the Leaseholder's rights to the buildings located on the Plot to be sold publicly at a date to be determined by it auction conditions. If the Leasehold is sold publicly, the new Leaseholder will be obliged to pay what the previous Leaseholder still owes under this Deed is limited to the overdue amounts of the ground rent and in this case the previous Leaseholder remains obliged to pay the Owner whatever he still owes her.

d. By renouncing

in the manner prescribed by law: The Owner and Leaseholder may relinquish leasehold by notarial deed, followed by the registration of a copy or extract of that deed in the public registers; e. On other grounds described in the law. f.

Unforeseen circumstances If twenty-five (25)

years have expired after the

establishment of the leasehold, the

court pursuant to Article 5:97 of the Dutch Civil Code at the request of the Owner or the

The leaseholder changes or cancels the leasehold on the basis of

unforeseen circumstances, which are of such a nature that, according to standards of

reasonableness and fairness, unchanged maintenance of the deed of establishment is not of the

Owner or the Leaseholder can be required. g.

Expiry / extension of the term of the Leasehold When

the term for which the Leasehold was established has expired and the Leaseholder

\_\_\_\_\_ has not vacated the property at that time, the Leasehold will continue, unless the

The owner must demonstrate that he wishes to treat her as such no later than six (6) months after that date

considered ended. The Owner and the Leaseholder can each terminate the extended Leasehold by writ, at least one year before the date on which is cancelled. h.

From the moment the remaining term of the lease is less than ten years, the Leaseholder can ask the Owner for ademonstrable interest to provide an extension proposal to the Leaseholder (**for example upon sale of the Recreational Unit or financing of the Recreational Unit**). is the owner obliged to provide clarity regarding its position within twenty (20) working days after receipt of the aforementioned request, on the understanding that the Owner is not obliged in advance to agree to the extension, nor to do so under the same conditions as the current Leasehold Right .

**Delivery/compensation at the end of the Leasehold Article 12 1.**

**Delivery a.** The

leaseholder is obliged to deliver the Plot at the end of the Leasehold, namely: - Completely vacated (unless —

the building is taken over by the Owner);

- The Soil is at least in the condition in which it was last brought by the Owner, and - the Plot and

the buildings, works, plants and other accessories belonging to the Plot in the condition in which they were at the start of the Leasehold.

The condition of the Soil must be evident from an inspection upon delivery Registered property to be submitted by the Leaseholder Soil investigation report, drawn up on the basis of a currently conducted soil investigation. The Owner can release the Leaseholder from the obligation to submit the aforementioned Soil Investigation Report.

The condition of the Plot and the buildings, works, plantings and other accessories belonging to the Plot must be evident from aReport containing a description of (the condition of) the Plot & buildings, to be submitted by the Leaseholder upon delivery of the Plot. b. The Owner will – as soon as the Owner agrees to its contents –publish it under a the Soil Investigation Report referred to and the Report referred to under a sign the description of (the condition of) the Leasehold/building land and initial it on each page.

The provisions of the previous sentence do not affect the obligations and liabilities of the Parties with regard to the condition of the Plot. c. The Owner will accept the Plot in the actual condition as recorded in the Soil Investigation Report signed by him and the signed Report containing a description of (the condition of) the Plot, such as referred to under a.

The Leaseholder cannot hold the Owner to an acceptance to the extent that repairs and/or remediation with regard to the condition of the Plot

are; the Leaseholder will have this carried out before the transfer/acceptance of the Plot.

d. If the Owner expressly wishes this in writing, the Leaseholder is obliged to pay for buildings, works,

plants and other accessories without express written permission

permission of the Owner to be present on the Plot, to demolish it, or so

to remove, remove the resulting materials from the Plot and deliver the

subsurface in a well-maintained condition at ground level. e. The Leaseholder

guarantees that at the end of the Leasehold: 1. The leasehold will not be

encumbered with limited rights, including

mortgage rights and/or attachments and/or registrations thereof. (see also below

f);

2. The Plot will be free of rent and/or lease, any other (personal) right of use or

other claims for use and will be unclaimed and furthermore not be used by

third parties without right or title. 3. the Plot

will not be burdened with rights of third parties in the form of options,

preferential rights, right of repurchase, hire purchase or leasing.

If the Owner nevertheless suffers damage due to claims from third

parties, the Leaseholder will bear that damage and indemnify the Owner

against claims for damage from third parties.

4. There is no legal clause, binding advice procedure or arbitration pending. f.

The Leaseholder is obliged to ensure cancellation at his own expense

Public registers of the Leasehold and all those limited rights that are still established on the Plot at the end of the Leasehold.

## **2. Compensation rules in the event of termination by the Leaseholder at the end of the Leasehold**

a. In the event of (partial) eviction of the Immovable Property by the

Leaseholder at the end of the Leasehold, or in the event of termination

at the end of the Leasehold Leasehold by the Leaseholder, the Leaseholder

is not entitled to compensation for the value of buildings, works and plants

still present (exclusion under Article 5:99 paragraph 2 sub c of the Dutch

Civil Code), without prejudice to what the Leaseholder owes to the

Owner under the Leasehold to be paid, including the costs. b. In the event

of an eviction/termination as referred to under 2.a. authorized to remove

buildings, works, plants and other accessories, under the obligation to

compensate or repair any damage that may be caused to the ground

as a result of such removal

causes.

c. Without prejudice to the provisions under 2.b. the Owner has a right of retention on the property referred to under b. the buildings, works and plants in question have

been paid insofar as that right of retention extends to payment of what he is

entitled to claim under the Leasehold, associated park charges and other costs.

## **3. Compensation rules in the event of termination at the end of the Leasehold by the**

**Owner** a. In the event of termination of the Leasehold by the Owner at the end

of the Leasehold, the Leaseholder is entitled to compensation for the

value of the buildings, works and plants still present -built with the Owner's permission.

The value will be determined in accordance with the provisions of this article 12 paragraph 3.

b. At the end of the term for which the Leasehold was entered into, the Owner of the buildings, works, plantings and other accessories present at that time, with the exception of the buildings, works, plantings and further accessories that have been installed without the Owner's permission, for the price to be determined by the Owner and the Owner.

The leaseholder will determine this by mutual agreement.

c. If the Owner and the Leaseholder cannot agree on the acquisition price will become binding, the determination of the acquisition price will be made by three experts, who will be appointed by the Parties in mutual consultation.

d. If the Parties do not reach agreement on the appointment of the experts can provide the most ready party to the court located in it District in which the Park is located make the request to proceed appointing the experts. e. The

leaseholder has a right of retention on the leasehold property until the payment due has been paid to him by the Owner.

**4. Compensation rules in the event of termination by the Owner for reasons of general interest** a. The

compensation referred to in this article will be determined by the Parties in mutual consultation. If they do not reach agreement on this, the compensation will be determined by the competent court. b. The amount of the compensation referred to in this article is determined at:

amount that the Owner would have to pay to the Leaseholder, if the Leasehold as of the day on which the right arises based on the provisions of the first member ends, would have been expropriated, with the understanding that in the event of termination due to planned reconstruction or renewal when determining the compensation for the loss of use of the Real Property

the costs of that planned reconstruction or renewal are taken into account in fairness and reasonableness. c. If the buildings installed on

the Real Estate by the Leaseholder

have been operated with significant financial support from the government, the compensation amounts in deviation from the provisions of the fourth paragraph at most the non-depreciated part of the investment, including any amount that may be paid in advance by Canon

is met, based on the depreciation method prescribed or customary for the investment by or pursuant to law. d. The value of Buildings installed in violation of the conditions will be:

will not be reimbursed nor the damage resulting from the termination of an activity on the Real Property or in the Buildings becomes contrary to the conditions

exercised, unless the Owner has given written permission for this.

e. The Owner is entitled to claim any compensation owed by him to deduct what he has to claim under the Leasehold of the Leaseholder. The compensation is not paid as long as the Real Estate Item has not been made entirely available to the Owner.

**Other provisions**

Article 13

1. All costs and taxes relating to the establishment of this Leasehold, including any transfer tax, turnover tax, cadastral duty, any costs of cadastral surveying and the (notarial) costs of establishing the Leasehold, are borne by the Leaseholder.

2. All taxes and charges, under whatever name, for the period during which the leasehold right will exist, on or because of the ownership of the Immovable Property, are borne by the Owner, except to the extent that those charges or taxes relate to the right of leasehold and to the works and buildings installed by the Leaseholder.

When the Owner pays taxes or charges as referred to above from the Leaseholder, he will notify the Leaseholder, who is obliged to reimburse the Owner for the amount paid within one month afterwards.

3. Costs associated with the consumption and supply of gas, water, electricity and signals (with asurcharge percentage) will from now on be borne by the Leaseholder on the basis of Article 8, paragraph 1, sub e of this Deed.

4. Owner is not liable for any damage and/or temporary limitation of the exploitation possibilities as a result of major events and/or festivals that are held elsewhere in the recreation area (Municipality of Steenwijkerland).

5. Employees of the Owner/Manager have access to the Leasehold Plot at all times. They must be in possession of proper identification and show this upon first request.

6. The Owner reserves the right/enjoyment of Hunting on the Plot at all times, insofar as the Plot is huntable. The leaseholder grants the Owner permission for hunting to be conducted by those who derive the right to do so from the Owner.

7. Without prejudice to the provisions of this Deed, the Leaseholder is obliged to comply with the regulations of the Municipality, the water board and/or other government regulations.

8. Each of them is authorized to institute legal proceedings and submit petitions to obtain a judicial decision that concerns both the rights of the Owner and that of the Leaseholder, provided that he ensures that the other is called into action in a timely manner. .

**Transfer of rights** Article

14 1. To

the extent that the Owner's rights with regard to the Real Estate are

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its legal predecessors and/or other third parties not simultaneously with the establishment of the Leasehold is transferred to the Leaseholder, the Owner hereby delivers those rights to the Leaseholder, who accepts these rights from the Owner.

2. The Owner is at all times entitled to communicate the aforementioned delivery of rights to the relevant debtor.

3. The owner is at all times entitled to alienate the ownership of the leasehold plots, to transfer them to (other) management or to entrust them with security rights in the broadest sense of the word, any alienation does not change anything in the rights and obligations hereby agreed between Owner and Leaseholder, such a change or administrative change of address will be communicated to the Leaseholder at the last known address of the Leaseholder in the administration of the Manager.

**Denial of the use of general facilities** Article 15 1. The Leaseholder

(or its tenant/user) who does not or does not comply with the provisions of this Deed, the associated General Provisions or the Park Regulations fully complies, the Manager and/or the Owner will point out his negligence in the manner stated below in paragraph 3.

2. Will one or more of the acts referred to in the previous paragraph be terminated after the The leaseholder (or its tenant/user) has been informed of this by the Manager and/or the Owner, committed or continued again, then the The Manager and/or the Owner may decide to deny the use of the Park and the general facilities (which expressly includes the roads and paths and infrastructural facilities); the Manager and/or the Owner may also decide to shut off gas, water and electricity or TV/internet).

3. The Manager and/or the Owner will inform the Leaseholder of his intention to deny use by sending a registered letter, addressed to the address stated in this Deed/ Purchase Agreement (unless the change of address has been communicated to the Owner in writing). , which states the objections raised.

4. A decision to deny use may not be implemented earlier  
be brought after at least eight days after dispatch of the notification referred to in paragraph 3. Appeal to the court does not suspend the enforcement of the denial.

### **Soil Conditions**

Article 16

1. With regard to the Soil Quality of the Immovable Property, the Owner refers to the information provided by the Owner at the start of the leasehold submitted a Soil Investigation Report, drawn up by Klijn Bodemonderzoek BV, EG-Weg 1, 9636 HX Zuidbroek, dated October thirteenth, two thousand twenty-one (13-10-2021) regarding the environmental research conducted. Furthermore, no relevant facts regarding the Soil Quality are known to the Owner.

All of the above is subject to the Leaseholder's own liability

in his capacity as tenant of the Real Estate, if and to the extent applicable.

2. As far as the Owner is aware: a. the subsoil of the Real Estate and/or the groundwater is not contaminated with toxic, chemical and/or other dangerous substances to such an extent that it is likely that this contamination is the result of the currently applicable environmental legislation would give rise to remediation or the taking of other measures; b. there are no underground storage tanks/ septic tanks in the subsurface of the Real Estate; c. there are no decisions or orders by the competent authority with regard to the Immovable Property within the meaning of Article 55 of the Soil Protection Act; d. there is no asbestos in the Real Estate and no asbestos-containing items have been processed.

If it subsequently turns out that the Immovable Property is contaminated and this contamination was not known to the Owner at the time it was established on the basis of facts known to him, the Owner is not liable for this.

3. Except for a significant attributable shortcoming and/or tort, the Owner cannot be held liable for remediation or replacement or taking measures with regard to the Real Estate or neighboring plots, or to compensate for any damage, not even by the legal successors of the Leaseholder (including those under special title).

**G. Chain clause, qualitative obligation and pre-emptive right \*, easement** 1. To the extent possible and insofar as included in the provisions described above under F, the provisions described above under F will be registered by registration of a copy of this Deed in the public registers for the benefit of Parc De Eese BV applies as qualitative obligations referred to in Article 6:252 of the Civil Code, in the sense that these obligations will be transferred to those who will obtain the Leasehold under a special title, as well as to those who will obtain use of the property from the rightful owner.

With regard to these qualitative obligations, domicile is chosen at the office of the Owner.

2. The Leaseholder cannot transfer or allocate the Leasehold, divide it by transfer, without the prior written consent of the Owner or allocating the Leasehold on part of the Property or allowing it to be used by another person or splitting one or more buildings with accessories into apartment rights. However, this provision does not prevent enforceable sales. The Leaseholder may not establish any easements on the Real Estate issued under Leasehold without the Owner's prior written consent. Corresponding

declare or, in the event of refusal without reasonable grounds, the consent will be replaced by an authorization from the subdistrict court judge.

In the event of any complete or partial alienation of the Leasehold Right establishment of a commercial right of use or enjoyment thereof must be in the transfer deed or the deed of establishment of the Leasehold, the provisions described above under F, as well as the provisions referred to here under G in their entirety to any successor in the Leasehold or entitled party

to be imposed on the business right of use or enjoyment, to be stipulated for the benefit of the Owner and to be accepted for the Owner.

3. A Mortgagee - who must meet the conditions stated in the aforementioned definitions - shall immediately notify the Owner at the end of his right. The Leaseholder is also obliged to notify the Owner at the end of the said mortgage right.

4. The Leaseholder is free to purchase the Recreational Unit including the Leasehold to offer for sale to third parties, either via the Manager, via an estate agent or by himself. With every Purchase Agreement to be concluded by the Leaseholder with a third party, the Leaseholder is obliged to include a pre-emptive right of purchase on behalf of the Owner, which stipulates that the Owner may take over the present purchase agreement under identical conditions (resolutive condition). The leaseholder is obliged to inform the owner immediately

to notify the aforementioned Purchase Agreement and Owner a reasonable amount period within which to communicate its decision.

5. The qualitative obligations included in paragraph G.1 and the chain clauses included in paragraph G.2 and the pre-emptive right included in paragraph G.4 must be established and established upon each transfer of the Leasehold Right.

imposed on behalf of the Owner upon forfeiture of the fines that have been imposed included in the provisions included under F.

#### **\*6. Establishment of easements**

The persons appearing declare that they establish and accept the following easements:

for the benefit of the plot known in the cadastral municipality of Steenwijk section G

number 2146 (the immovable property) and charged to the plot known in the cadastral register Municipality of Steenwijk section G number 2147 (owned by Owner) is added to this establishes the right of way to come and go to and from the public road (Bultweg) over the roads currently present in the Park in the least onerous manner.

Owner obtained ownership of the aforementioned plot number 2147 by the deed mentioned in Chapter C under 2.\* H.

Adoption / express acceptance

The obligations referred to in this Deed and assumed by the Owner

are hereby imposed on the Leaseholder - to the extent necessary and not yet done - under the same provisions. These obligations - to the extent necessary and not yet done - are hereby assumed by the Leaseholder and will again be imposed by him on his legal successor(s) under the same provisions.

The Owner will take - to the extent necessary and not yet done - the aforementioned by the

The leaseholder hereby assumes obligations (for and on behalf of the interested party(ies)).

All charges and limitations described in this Deed are hereby expressly accepted by the Leaseholder.

## **I. Final provisions**

1. Nullity clause If any provision of this Deed is void, invalid, unenforceable or unlawful is found, the other provisions of this Deed remain unaffected power. The disputed provision will be replaced by a provision that does as much justice as possible to what is meant in this aforementioned provision.

2. Prior agreements Parties can no longer rely on any agreement \_\_\_\_\_ as a resolute condition. All resolute conditions agreed in the Agreement or in further agreements, which are stated on the relating to purchases have now been worked out. Neither the Owner nor the Leaseholder can rely on a resolute condition with regard to this purchase. All suspensive conditions that (if any) have been agreed in the agreement or in further agreements relating to the purchase have been fulfilled.

For the rest, the Agreement and what was agreed between the Parties before the execution of this Deed remain in force, insofar as this Deed has not deviated from them. In the event of a difference between what exists between the Parties agreed and the provisions of this Deed, the provisions of this Deed apply

for.

To the extent that the Park Regulations and the General Provisions conflict with the provisions of this Deed, the provisions of the Deed will take precedence over the Park Regulations and the General Provisions.

\*3. Transfer tax a. Articles

2, 9, 11 and 14 of the Legal Transaction Tax Act apply to the calculation of the amount on the acquisition of the aforementioned Leasehold right. and the compensation is \*.

\* The capitalized ground rent amounts to transfer tax with regard to the present acquisition.

owe an amount of \*, being eight percent (8%) of (rounded off) plus the purchase price of the Leasehold of the land being capitalized canon of \*, therefore a total amount of \*.

\*b. Since the Leaseholder has a Recreational Facility at his own expense and risk,

has placed a unit on the Immovable Property, he hereby invokes the exemption from transfer tax as referred to in Article 15 paragraph 1 sub i of the Legal Transaction Tax Act with regard to the value of the Recreational Unit ad \*. With regard to the present acquisition, transfer tax is therefore due in an amount of \*, being \_\_\_\_\_ percent (\_\_\_%) over (rounded off) the purchase price of the Leasehold of the land, which \_\_\_\_\_ is euros (€ \_\_\_\_\_).



\*  
The parties hereby invoke the exemption from transfer tax as referred to in Article 15, paragraph 1, letter a of the Legal Transactions Act, in connection with the fact that the delivery is charged with sales tax and the purchased item has not been used by the seller as a business asset.

\*b. The recreation unit was put into use on \*. Because the present delivery takes place within two years after the first use, the delivery of legally subject to sales tax. Because delivery within six months after is put into use as a business asset by the Owner, the parties hereby invoke the exemption from transfer tax as referred to in Article 15, paragraph 6 of the Legal Transaction Tax Act.  
Turnover tax  
Because the compensation for the leasehold plus turnover tax is less than the economic value of the leasehold right, the present establishment of the leasehold right is not regarded as a supply of goods on the basis of Article 3, paragraph 2 of the Turnover Tax Act 1968.

#### 4. Discharge

The Leaseholder has the right to pay in respect of this issue amounts owed\*, including the purchase price of the buildings including sales tax,\* paid \* by deposit into a quality account of me, notary. The Owner grants the Leaseholder discharge for the payment of these amounts.

#### 5. General Term Act The

General Term Act applies mutatis mutandis to the terms stated in this Act.

#### 6. The location of

— residence of the Owner and the Leaseholder shall be chosen in connection with this Deed and/or the agreement its consequences, including the tax consequences, as well as with regard to the registration of a copy/extract of this Deed in the appropriate public records, residence at the office of the custodian of this Deed.

#### 7. Waiver of mortgage rights/rectification

The parties irrevocably grant each of the employees associated with the office of me, notary, with the right of substitution to:

a. if desired, to appear at and have a deed executed against they are relinquished of the mortgage rights with which the Real Estate case may still be encumbered and to accept this waiver on their behalf to take.

b. if desired, to carry out all actions for drawing up and comparing any deed to supplement both the present deed of issuance in leasehold and establishment of the right of superficies and any

mortgage deed with regard to the aforementioned Real Estate, solely on the basis of an omission or incorrect number in the original deed, however

not for making changes and/or additions resulting from this from wishes that emerged later or new circumstances.

**Conclusion** The persons who appeared are known to me, notary, and their identity has been established by me, notary, on the basis of the aforementioned documents intended for that purpose. WHICH DEED was executed in Steenwijk on the date stated at the head of this deed.

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The contents of the deed have been stated and explained to the persons appearing. The persons appearing have stated that they do not wish to have the deed read out in full, that they have taken note of the contents of the deed in time before it was executed and that they agree with its contents.

Immediately afterwards the deed was read out in a limited manner and signed by the persons appearing and me, the notary