



holland heating b.v.  
waalwijk

order nr. 87/1046 pos nr. 06  
type K2E tlv 1422 omw/min  
luchthoev. 1.083 m<sup>3</sup>s pstat. 357 Pa  
motor 1.5 kw 220/380 V 6.75/3.3 A  
kode cliënt

nummer \* 3 \*  
LUCHTBEH. KAST  
7E VERDIEPING

v-snaar optibelt-sk spz 1000 lw





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## LEASE FOR RETAIL SPACE

### and other commercial space within the meaning of article 290 of Book 7 of the Dutch Civil Code

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Model adopted by the Real Estate Council of the Netherlands (ROZ) on 17 September 2012 and filed with the registry of the district court of The Hague on 2 October 2012, registered in that place under number 58/2012 and also published on [www.roz.nl](http://www.roz.nl).

References to and the use of this model are permitted only if the text inserted, added or amended is clearly recognisable as such. Any additions and amendments should preferably be incorporated under the heading "special conditions". All liability for any adverse consequences resulting from the use of the text of this model is hereby expressly excluded by the ROZ.

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#### THE UNDERSIGNED

Private company with limited liability **UTRECHT HOTEL HOLDING B.V.**, with its registered office in Lijnden and having its office in (3531 BL) Utrecht at Westplein 50, listed in the Trade Register under number 76944034, represented by Mr <sup>5.1.2E</sup> and Mr <sup>5.1.2E</sup> hereinafter referred to as 'the lessor',

#### AND

Private company with limited liability **UTRECHT HOTEL OPERATOR B.V.**, with its registered office in Lijnden and having its office in (3531 BL) Utrecht at Westplein 50, listed in the Trade Register under number 76946436, turnover tax number ....., represented by Mr <sup>5.1.2E</sup> and Mr <sup>5.1.2E</sup> hereinafter referred to as 'the lessee',

#### WHEREAS

- Lessor owns the building situated at Westplein 50 in Utrecht;
- Lessee is desirous to take over the operation of the high end hotel business that lessor has been operating in the aforementioned building;
- Lessor is willing to rent the building to the lessee, with the intention that lessee continues to operate the building as a high end hotel;
- Lessor and Lessee also have entered into an operating agreement with a hotel operator (this agreement is being referred to as the 'HMA'). Lessor allows the hotel being run by the operator.

#### HAVE AGREED AS FOLLOWS

##### The property, intended use

- 1.1** The Lessor leases to the lessee, who rents from the lessor, the **business space**, hereinafter to be referred to as 'the property', situated at **Westplein 50 in Utrecht**, recorded in the land register as **municipality Catharijne, section C, number 8716, 8717 and 8718**.
- 1.2** n.a.
- 1.3** The property shall solely be used by or on behalf of the lessee as an upper upscale **hotel for the lodging of guests**.

- 1.4** The lessee shall not without the lessor's prior written permission allocate a use to the property other than the one specified in 1.3.
- 1.5** The maximum permitted floor load of the property must not exceed **the maximum structurally permitted load**.
- 1.6** n.a.
- 1.7** n.a.

### Conditions

- 2.1** The "*GENERAL CONDITIONS FOR LEASE OF RETAIL and other commercial space within the meaning of article 290 of Book 7 of the Dutch Civil Code*", filed with the registry of the district court in The Hague on 2 October 2012 and registered in that place under number 59/2012, hereinafter to be referred to as 'the general conditions', shall form part of this contract. The parties are familiar with the contents of these general conditions. The lessee and the lessor have received a copy of the general conditions.
- 2.2** The general conditions referred to in 2.1 shall apply, unless provisions to the contrary have been expressly agreed in this contract or their application is not possible in relation to the property.

### Term, renewal and termination

- 3.1** This lease has been entered into on **[•] December 2021** (hereinafter the "commencement date") and shall expire on **31 December 20[•]** (the "initial term").
- 3.2** The term of this lease shall extend automatically after the initial term for **two (2) successive further periods of five (5) years** (each a "further term"), unless not less than one (1) year before the end of the initial term or each future term, lessee gives notice to lessor that it does not wish the lease to be extended.
- 3.3** **This agreement will ultimately end by operation of law upon the expiry of the second further term as set out in clause 3.2 here above.**
- 3.4** n.a.
- 3.5** Notice of termination must be given by bailiff's writ or by registered letter.

### Rent, turnover tax, service charges, promotional fee, rent reviews, payment obligation, payment period

- 4.1** The annual rent for the property as at the commencement date will be EUR **[AMOUNT]**.- [in words: **AMOUNT** euros] excl. VAT.



- 4.2** The parties have agreed that the lease shall be subject to turnover tax.
- 4.3** With reference to section 11 (1) opening lines under (b) part (5) of the Turnover Tax Act 1968 (Wet op de omzetbelasting) the parties hereby declare that they have agreed on a rent subject to turnover tax. Turnover tax shall also be charged on the amount payable by the lessee for the additional supply of goods and services to be provided by or on behalf of the lessor, as set down in article 5 of the lease and in article 19 of the general conditions, as well as on the promotional fee as set down in article 6 of the lease and in article 8 of the general conditions.  
By signing this lease, the lessee declares, also for the benefit of the lessor's successor(s) in title, that it will permanently use the property, or allow it to be used, for purposes qualifying for a full or nearly full deduction of turnover tax under section 15 of the Turnover Tax Act 1968.
- 4.4** The lessee's financial year runs from **1 January** through to **31 December**.
- 4.5** Without prejudice to the opportunities provided by the law for effecting rent adjustments, the rent shall be reviewed annually as at **1 June**, starting with effect from **1 June 2022**, in accordance with article 18.1 of the general conditions and with due observance of articles 18.2-18.7 of the general conditions (**applying the most recent base year, at the commencement 2015=100**).
- 4.6.1** The amount payable by the lessee for goods and services (service charges) to be provided by or on behalf of the lessor shall be determined in accordance with articles 19.1-19.10 of the general conditions. A system of advance payments with subsequent set-off shall be applied to these service charges, as specified therein.
- 4.6.2** n.a.
- 4.7.1** The lessee's payment obligations shall comprise:
- the rent;
  - the turnover tax payable on the rent;
  - the service charges plus the turnover tax payable thereon;
- 4.7.2** No turnover tax shall be payable any longer by the lessee on the rent if the property is not to be leased subject to turnover tax any longer, despite such having been agreed between the parties. In such a case the payments referred to in article 20.1 of the general conditions shall take the place of the turnover tax.
- 4.8** For each payment period of **1 calendar month** the following amounts apply upon commencement of this lease:
- |   |     |            |
|---|-----|------------|
| - the rent  | EUR | XXX        |
| - turnover tax                                    | EUR | XXX        |
| - the advance payment towards the service charges | EUR | .....      |
| - the turnover tax on the service charges         | EUR | .....      |
| Total amount due                                  | EUR | <b>XXX</b> |
- [in words: **XXX**]

- 4.9 The lessee's first payment of the rent shall relate to the period **1 January 2022** through to **30 June 2022**. The total amount due in respect of this first payment period is EUR **XXX** plus turnover tax. The lessee shall pay this amount on or before **1 January 2022**.
- 4.10 The periodical payments to be made by the lessee to the lessor under this lease as specified in 4.8 are due in one lump sum, payable in advance, in euros, which payments must have been made in full on or before the first day of the period to which the payments relate.
- 4.11 Unless stated otherwise, all amounts in this lease and the general conditions forming part thereof are exclusive of turnover tax.

### **Supplies and services**

- 5.1 The following goods and services to be provided by the lessor are agreed upon by the parties: **N.a. (lessee will take care of contracting and paying the necessary suppliers).**
- 5.2 The lessor is entitled, following consultations with the service charge committee or retailers association accepted by the lessor, or, in the absence thereof, following consultations with the lessee, to change the supply of goods and services referred to in 5.1 according to type and size, or to cancel such supply.

### **Promotional fee**

- 6.1 n.a
- 6.2 n.a.

### **Bank guarantee/deposit**

- 7.1 n.a
- 7.2 n.a.

### **Manager**

- 8.1 Until the lessor advises otherwise the property will be managed by: **the lessor**.
- 8.2 Unless otherwise agreed upon in writing, the lessee shall consult with the manager on the contents of this lease and all other matters pertaining thereto, including expressly the termination of the lease.

### **Shell unit Plus**



- 9.1** In addition to the lease of the shell unit as defined in article 1 of the general conditions the following shall form part of the property: **fire resistant ceiling, even floors and even walls as well as the FF&E. The FF&E inventory will be part of the delivery report.**
- 9.2** Notwithstanding the lease of the shell unit as defined in article 1 of the general conditions the following shall not form part of the property: n.a.
- 9.3** **The maintenance, repairs, replacement and renewal of everything in or to the property not forming part of the shell (such as the FF&E) is at lessee's expense and risk. Lessor is not in any way responsible for this.** Ultimately 11 months prior to the termination of the lease or as soon as possible after the lessor has become aware of the termination of lease, the lessor shall instruct the lessee on the details of the state of delivery and handover the property (e.g. including/excluding FF&E) at the end date of the lease.

#### **Facilities provided by the lessor**

- 10.1** It is agreed between the parties that the following facilities shall be fitted in the property by and for the account and risk of the lessor: **N.a.**
- 10.2** N.a.
- 10.3** N.a.

#### **Facilities provided by the lessee**

- 11.1** It is agreed between the parties that the following facilities shall be fitted in the property by and for the account and risk of the lessee: N.a.
- 11.2** N.a.
- 11.3** N.a.

#### **Asbestos**

- 12** **The lessor is not aware** of the presence of asbestos in the property. It must be emphasized that the lessor not being aware of the presence of asbestos in the property does not imply a guarantee to that effect.

#### **Sustainability/Green lease**

- 13** The parties acknowledge the importance of sustainability and agree to assist each other in achieving the objectives that have been defined or are yet to be defined collectively.

#### **Special conditions**

- 14. Keys to the property**