



Government of the Netherlands

THE STATE PROPERTY SERVICE'S GENERAL LEASE CONDITIONS FOR UNBUILT IMMOVABLE PROPERTY 2008

Hollandse Kust (zuid) Wind Farm Zone, Sites III & IV

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STATE PROPERTY SERVICE

STATE PROPERTY SERVICE'S GENERAL LEASE CONDITIONS FOR UNBUILT IMMOVABLE PROPERTY 2008

Article 1 Definitions

The following definitions apply to the terms used in the General Terms and Conditions:

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| State | The State of the Netherlands. |
| Lessee | The natural person or persons or the legal entity or entities with whom or with which the State has concluded the lease, and the successor or successors in title. |
| Lease | The agreement under which the State undertakes to allow the Lessee to use unbuilt immovable property, or part thereof, in return for payment of rent and in which reference is made to the present General Terms and Conditions. |
| Terms and Conditions | The present General Terms and Conditions as well as the special terms and conditions set out in the Lease or in an amendment agreement. |
| Leased Property | The leased, unbuilt immovable property. |
| Superficies | The buildings, structures, or works permanently attached to land, either directly or through incorporation with other buildings, structures, or works. |
| Permit under Public Law | The permit under public law referred to in the Lease or its immediate replacement which, in the opinion of the State, is of equivalent effect with regard to the purpose described in the Lease. |

Article 2 Payments

1. The Lessee shall be obliged to pay the rent in the manner indicated in the Lease, before or by no later than the due date or dates specified in the Lease.
2. The Lessee shall be obliged to pay all other amounts it owes under the Lease in the manner specified for the payment of the rent, within one month of the date on which they become due.
3. Where the Lessee fails to pay in time, it shall be in default, without a notice of default being required, and shall be obliged to pay interest at a rate of 12% per annum on the amount due for the day or days that the State actually remains unpaid, calculated from the due date and subject to a minimum of twelve euros (€12).
4. Payments with regard to the Lease shall first be applied against costs, then against accrued interest together with the penalty or penalties forfeited, and finally against the most recent instalment or instalments of the principal and the accrual.
5. The Lessee shall not be entitled to offset, compensate, reduce, deduct, or suspend what it owes under the Lease using claims it has against the State on another basis, all the foregoing being subject to the provisions of Book 7, Section 206(3), of the Dutch Civil Code (BW).

Article 3 Rent review

1. The rent shall be reviewed every three years at the request of the State or the Lessee, if the amount of the rent can no longer be deemed a market-level consideration for the full use and enjoyment of the Leased Property.
Any alterations and/or additions installed on behalf of the Lessee, and any decrease in value of the Leased Property that would be avoidable were it used properly, shall be disregarded in the review. The first time a review will be possible shall be stated in the Lease.
2. The party requesting a review of the rent shall be obliged to notify the other party of this fact by registered letter at least three months before the end of the period referred to in the first paragraph. The new rent shall be determined, as far as possible, in joint consultation.
3. Where the parties have not consulted or, after having consulted, have failed to reach agreement on the review of the rent one month after the expiry of the period referred to in the

first paragraph, the new rent shall be determined with binding effect by three experts, in accordance with the provisions of Article 25.

Article 4 Acceptance and making available

1. The Leased Property was or shall be delivered at the commencement of the Lease and accepted by the Lessee as found. That condition shall be recorded by the parties in an inspection report, to be appended to the Lease as an annex and signed by the parties, so the inspection report shall form part of the Lease.
2. If no inspection report is drawn up at the commencement of the Lease, the Leased Property shall be deemed to have been delivered and accepted in the condition the Lessee might expect from a properly maintained property of the kind to which the Lease pertains, with no defects.
3. If the State does not make the Leased Property available to the Lessee until after the date on which the Lease enters into effect for a reason other than default on the part of the Lessee, the Lessee shall not owe any rent until the day on which the Leased Property is made available. In the event the Leased Property is not made available in time, the agreed start and end dates, as well as the rent indexation date, shall remain unchanged. The State shall not be liable for the loss resulting from the Leased Property not being made available in time unless it can be accused of gross negligence or serious fault. The late availability of the Leased Property shall not constitute a failure within the meaning of the law. The Lessee may not demand the termination or partial termination of the Lease unless the late availability was caused by gross negligence or serious fault on the part of the State and, moreover, the Lessee cannot reasonably be required to have the Lease continue unchanged.
4. Any limited rights in rem, perpetual clauses, and/or qualitative obligations with which the Leased Property is encumbered shall be respected by the Lessee. The State has advised the Lessee of this fact and shall not be liable for the consequences of existing and/or new limited rights in rem, perpetual clauses, and/or qualitative obligations with which the Leased Property is encumbered. The existence of current and/or future limited rights in rem, perpetual clauses, and/or qualitative obligations shall not constitute a failure within the meaning of the law.
5. References in the Lease to surface area, adjoining premises, form, nature, or location of the Leased Property are intended as an indication only, without the Leased Property having to conform thereto.
Consequently, the Lessee shall not be entitled to a rent reduction, to the termination, nullification, or amendment of the Lease, and/or to compensation if that which is stated does not reflect the actual situation. Any departure in the sense referred to above shall not constitute a failure within the meaning of the law.
6. The State shall not be liable for any defects which the Leased Property turns out to have, or for the consequences thereof, and of which the State was, in fact, unaware at the time the Lease was entered into or of which it was not required to be aware on the basis of the prevailing opinion at that time. Nor shall the State be liable for any visible and/or invisible defects, or for the consequences thereof, that arise or might arise after the Lease has been concluded. The State shall not be subject to an obligation to investigate or a duty to disclose in respect of visible and/or invisible defects arising after the Lease has been concluded. The defects mentioned in the present paragraph shall not entitle the Lessee to a rent reduction and/or compensation.

Article 5 Use in accordance with the intended purpose; obligation to tolerate

1. The Lessee shall be obliged to use the Leased Property (including any Superficies to be installed on it) itself, in actual fact, and in its entirety in a manner befitting a responsible lessee in accordance with the purpose indicated in the Lease, and to keep it in a condition at its own expense, including maintenance and repair work, such that it can be used for this purpose. The State shall not be obliged to carry out any maintenance work or repairs on the Leased Property, apart from work involving the remedying of defects of which the State was or should have been aware when the Lease was concluded.
2. The Lessee shall not be permitted to put the Leased Property to a use other than that specified in paragraph 1 without the State's written permission.
3. The Lessee shall ensure that the lessees and/or users of land and/or buildings or structures in the surrounding area are not hindered or inconvenienced.

4. The Leased Property may not be used for advertising purposes and/or propaganda for any purpose without the Lessor's prior written permission.
This provision shall not apply to advertising related to the business that it is operating in or at the Leased Property in accordance with the purpose set out in the Lease.
5. The Lessee shall be obliged to install a suitable boundary partition for the Leased Property immediately after the release, at its own expense, and to the satisfaction of the State. The State shall not be responsible for supervising the Leased Property.
6. The Lessee shall be obliged to tolerate work, maintenance work, renovation work, or modifications being performed around, on, in, or above the Leased Property which the State deems necessary in the public interest.
Where the full use and enjoyment of the Leased Property is temporarily hindered or rendered impossible, the Lessee shall be entitled to compensation or a proportional rent reduction. The amount of compensation or the amount by which the rent is to be reduced shall be determined by the parties in joint consultation.
Where they fail to reach agreement, the amount of compensation or the amount by which the rent is to be reduced shall be determined with binding effect by three experts, in accordance with the provisions of Article 25 and without prejudice to the provisions of Article 25(1).
7. The Lessee shall not be entitled to remove gravel, sand, or other spoil from the Leased Property, or to cut out sods and remove them from state property or deposit them on state property, without the prior written consent of the State.
It shall be obliged to restore the Leased Property to its original condition and to provide compensation for any damage. Where the Lessee persists in failing to take the necessary remedial action in time, the State shall be entitled to have the necessary action taken at the Lessee's expense, without the authorisation of the court being required.
8. The permission referred to in paragraph 7 must be requested by submitting the relevant forms to the State Property Service, Regional Department South (Regionale directie Domeinen Zuid) in Breda by no later than 14 days before the start of the extraction or filling activities. The Lessee shall undertake to comply strictly with the conditions set by the State. Should it retain spoil or place it at the disposal of third parties without being authorised to do so, it shall forfeit the penalty referred to in Article 23, without prejudice to its obligation to pay a sum of compensation equal to the prevailing market price for the spoil at that time. Article 2 shall apply by analogy to the payment of that which the Lessee owes to the State as a result.

Article 6 Alterations and/or additions

1. The Lessee may not make any alterations and/or additions (including Superficies) in, to, or on the Leased Property without the prior written consent of the State, except where it involves alterations and additions which can be dismantled and removed by the State at the end of the Lease without significant expenditure.
2. No alterations and/or additions made by the Lessee, whether or not with the State's consent, shall form part of the Leased Property.
3. The Lessee shall ensure the requirements set by the Government are complied with during the execution of the work carried out for the aforementioned alterations and/or additions, that any permits and/or exemptions required are obtained, and that the work is carried out only by companies with a good reputation.
4. The maintenance and/or remediation of defects in respect of the alterations and/or additions made by the Lessee in, to, or on the Leased Property under the present Article or Book 7, Section 215, of the Dutch Civil Code shall be at the risk and expense of the Lessee. Book 7, Sections 206 to 208 inclusive, of the Dutch Civil Code shall not apply to alterations and/or additions by the Lessee in, to, or on the Leased Property. Any circumstances relating to such alterations and/or additions which directly or indirectly render the Lessee's unable to make full use and/or enjoy the Leased Property, or parts thereof, to the extent that it could have expected when entering into the present Lease, shall not be regarded as a failure within the meaning of the law.
5. The Lessee shall undo any installations or alterations in, to, or on and any removals from the Leased Property carried out at its own risk and expense, at the end of the Lease and return it

to the condition that it was in when the Lease was concluded, without being entitled to any compensation for unjustified enrichment and without being able to make any other claim on the State; except where the State, when granting the permission referred to in paragraph 1, has requested the alterations and/or additions should be maintained. The State may require a guarantee or other security for compliance with the obligation to undo.

6. After having been given notice to do so by the State, the Lessee shall be obliged to remove any alterations or additions made contrary to the provisions of the present Article and to make good any damage caused within a period to be specified in the notice. Where the Lessee persists in failing to carry out the above in time, the State shall be entitled to take the necessary action at the Lessee's expense, without the authorisation of the court being required and without prejudice to the State's right to demand compensation and/or termination of the Lease.

Article 7 Permits, exemptions and insurance

1. The Lessee shall ensure it obtains any permits and/or exemptions required for the intended use of the Leased Property, while the refusal or revocation thereof can in no circumstances give cause for the termination of the Lease or any other action against the State. A refusal or revocation of a permit, as referred to in the present Article, shall not constitute a failure within the meaning of the law.
2. Where it is necessary to make alterations and/or additions at, to, or in the Leased Property in connection with paragraph 1, the Lessee shall be responsible for compliance with the requirements set or to be set by the Government during the performance of the work and for obtaining any permits and/or exemptions required, with the costs of the changes and/or additions being borne by the Lessee. The making of the alterations and/or additions referred to in the present paragraph cannot give cause for any action against the State. The making of said alterations and/or additions shall not constitute a failure within the meaning of the law. Article 6 shall apply by analogy.
3. The insurance risk relating to any alterations and/or additions by the Lessee shall be borne by the Lessee. The Lessee shall undertake to ensure it has adequate insurance cover for this risk.
4. The Lessee shall take out appropriate insurance to cover the third-party liability risk in connection with the use of the Leased Property by the Lessee.

Article 8 Property charges and taxes

1. The property charges and taxes levied in relation to the Leased Property and any Superficies to be installed on it shall be borne by the Lessee with effect from the date on which the Lease is concluded, to the extent that the laws or regulations require the Lessee to bear them, irrespective of on whom the assessment is imposed.
Among other things, this fact means the following levies shall be at the expense of the Lessee:
 - a. The property tax on the actual use of the Leased Property, irrespective of on whom the assessment is imposed;
 - b. Other taxes, municipal tax on encroachments in, on, or above public land, sewerage charges, water authority charges, and fees for the Leased Property and property of the Lessee;
 - c. Environmental taxes, including surface water pollution tax as well as the contribution to waste water purification costs and environmental protection sums in any other levy.
2. If and as soon as the State receives higher property tax assessments and/or water authority charges than before because the Lessee has installed Superficies on or in the Leased Property, the Lessee shall be obliged to pay the additional amount to the State immediately on request.
3. *"If and as soon as charges, fees, or taxes that should be borne by the Lessee are collected with the State, the Lessee shall be obliged to pay them to the State immediately on request."*
4. All penalties, compensation payments, and suchlike owed for contravention of any law or regulations through the actions, omissions, or carelessness of the Lessee or anyone present in or on the Leased Property with its consent shall be borne by the Lessee, including if they are payable by the State pursuant to the laws or regulations. The Lessee shall indemnify the State

against any penalties, compensation payments, and suchlike that should be imposed on the State in this regard.

Article 9 Duty to disclose damage; measures

The Lessee shall be obliged to notify the State immediately if there is a risk of damage occurring, if damage has occurred, or if a defect in the Leased Property should manifest itself. It shall also be obliged, as far as it is able, to take all appropriate and proportionate measures in order to prevent and limit damage to the Leased Property without delay.

Article 10 Liability for damage

1. The Lessee shall be liable towards the State for damage of whatever kind to the Leased Property resulting from a failure to comply with an obligation arising under the Lease. All damage shall be presumed to result from such failure, except that caused by fire. The Lessee shall be liable to the State for the conduct of persons who are present in or on the Leased Property with its consent, as if it were its own conduct.
2. With the exception of damage caused by fire, the Lessee shall be liable for any damage caused through the use of and/or by the Leased Property to the State and/or third parties, unless the Lessee proves that such damage was unrelated to its activities in or on the Leased Property and/or was not caused by people admitted to the Leased Property by the Lessee and/or people for whom the Lessee is responsible. The Lessee shall indemnify the State against any claims by third parties in this regard.
3. The Lessee shall not be liable for damage to the Leased Property caused by fire and/or for fire damage caused through the use of and/or by the Leased Property to the State and/or third parties, unless the State proves the fire was caused by a wrongful act of the Lessee and/or people admitted by the Lessee to the Leased Property and/or people for whom the Lessee is responsible.
4. The State shall not be liable for personal injury suffered by the Lessee or damage caused to the property of the Lessee or third parties, and the Lessee shall not be entitled to a rent reduction therefore, owing to the occurrence and consequences of visible and invisible defects in the Leased Property or caused by the occurrence and consequences of weather conditions, an interruption in the accessibility of the Leased Property, an interruption in the supply of gas, water, electricity, and heating, an inflow and outflow of gas or liquids, fire, explosions, and other events disrupting the full use and/or enjoyment under the Lease unless the damage is the result of serious fault or gross negligence on the part of the State in respect of the condition of the Leased Property, or the damage is the result of defects of which the State was or should have been aware when the Lease was concluded. The Lessee shall indemnify the State against any claims by third parties in this regard.

Article 11 Prohibition on subletting and transfer of the lease

Without the prior written consent of the State, the Lessee shall not be authorised:

- a. To let, sublet, lease, or otherwise make available the use or enjoyment of the Leased Property (including any Superficies to be installed on it) in whole or in part to third parties;
- b. To make available or transfer the Lease or the rights under it in whole or in part to third parties, or to put it into a partnership, a general partnership, a limited partnership, or a legal entity, or to assign tenancy rights upon their division and distribution to the extent forming part of an undivided property.

Article 12 Consent

1. In cases where the State's consent is required, the Lessee shall be obliged to transmit the details requested by the State relating to the consent the State may or may not give. The State shall be entitled to attach conditions to its consent.
2. The fact of consent having been given shall not affect the Lessee's existing obligations under the laws or regulations or under the Lease to request a permit or consent.
3. The fact of consent having been given shall not release the Lessee from the obligation to request consent again, whenever such is necessary, and shall not oblige the State to give its consent in such a case.

4. The fact of consent having been given shall not release the Lessee from due compliance with the obligations arising for it under the Lease and the State shall accept no risk or liability in giving its consent.

Article 13 Duty of disclosure

1. In case of the Lessee's death, the heirs shall be obliged to notify the State thereof within one month of this date. They shall also be obliged to provide their name and address details.
2. If the Lessee is a legal entity and it is being dissolved, the liquidators shall be obliged to notify the State thereof within one month of the dissolution.

Article 14 End of the Lease

The Lease shall end:

- a. By mutual consent;
- b. Upon termination by one of the parties in accordance with Article 4(2) and (3) of the Lease;
- c. Upon early termination as referred to in Article 15;
- d. Where applicable, on the same date as the one on which the Permit under Public Law ends, other than in cases of revocation at the request of the Lessee;
- e. By court decision.

Article 15 Early termination

1. The State shall be entitled to cause the Lease for the Leased Property in its entirety, or for such a part thereof as it sees fit, to end early by terminating it through the use of a bailiff's notification or by registered letter, where:
 - a. The Lessee has failed to pay the rent;
 - b. The Lessee fails seriously in the performance of its other obligations;
 - c. The Lessee has filed for bankruptcy or an application for suspension of payment of debts has been made for it;
 - d. If the Lessee is a natural person, a statutory debt restructuring scheme has been declared applicable and the Lessee has failed in the performance of an obligation created after an order for the application of a debt restructuring scheme has been issued;
 - e. The Lessee has died or, if the Lessee is a legal entity, it has adopted a resolution to dissolve or wind up the company, or where the Lessee is in fact at the point of being wound up;
 - f. The public interest requires such in the opinion of the State.
2. Termination shall take place at the time chosen by the State, except in cases, as referred to in paragraph 1(f), where a notice period of at least three months must be observed.
3. Once the State has given notice of termination of the Lease for part of the Leased Property, the Lessee shall be entitled to terminate the Lease for the remaining part early by registered letter, if it cannot reasonably be expected to continue the Lease for that remaining part given its reduced usefulness for the purpose described in the Lease.
Such termination may take place within a period not exceeding one year after the partial termination by the State, with due observance of a notice period of one month.

Article 16 Compensation and rent reduction in case of early termination

1. The Lessee shall not be entitled to compensation should the Lease be terminated early pursuant to the provisions of Article 15(1)(a) to (e) inclusive, or where the Permit under Public Law is ended at the Lessee's request.
2. The rent for the current lease year shall be due and payable in case of early termination pursuant to Article 15(1)(a) and (b); in other cases, it shall be due and payable until the date of the early termination. Any rent the Lessee has overpaid shall be repaid by the State should the Lessee so demand, in proportion to the number of days left in the payment period concerned. Months amounting to thirty calendar days shall be used as the basis for this calculation.
3. Following the partial termination of the Lease, the rent for the remaining part shall be determined equitably by the parties in joint consultation or, failing that, by three experts in accordance with the provisions of Article 25.

Article 17 Delivery

1. At the end of the Lease, the Lessee shall be obliged to deliver the Leased Property to the State in the condition as described in the inspection report at the commencement of the Lease, subject to normal wear and tear and ageing.
2. At the end of the Lease, the Lessee shall be obliged to undo any alterations and/or additions made, without being entitled to any compensation for unjustified enrichment or being able to make any other claim on the State, unless the Lessee and the State have agreed otherwise in writing on the basis of the consent given by the State pursuant to Article 6(1).
3. Where no delivery report for the Leased Property was drawn up at the commencement of the Lease, the Leased Property shall be delivered to the State at the end of the Lease in the condition which the State might expect from a properly maintained property of the kind to which the present Lease pertains, with no defects other than normal wear and tear and ageing.
4. The parties shall jointly inspect the Leased Property at the end of the Lease, and agree in writing how and when any defects on transfer noted during the inspection will be remedied at the expense of the Lessee, to the extent that they are to be remedied at the Lessee's expense.
5. Where either party fails to cooperate with the inspection and/or the recording of the resultant findings after having been given the opportunity to do so in writing, the other party shall be entitled to carry out the inspection in the absence of the non-cooperating party. That other party shall then issue the non-cooperating party with a copy of the inspection report without delay.
6. The Lessee shall be obliged to carry out the work that it has to carry out based on the inspection report, or to have that work carried out, to the satisfaction of the State within one month or within a different period to be agreed between the parties. Where the Lessee persists in failing to meet its transfer obligation arising from the report, the State shall be entitled to have the work carried out at the Lessee's expense without the authorisation of the court being required, all the foregoing being without prejudice to the State's right to demand compensation.
7. Any items the Lessee has clearly relinquished by leaving them in or on the Leased Property when it actually left the Leased Property shall be regarded as having been put at the State's disposal by it for no consideration. The Lessee shall authorise the State to have such items removed, stored, or destroyed at the Lessee's expense.
8. The Lessee shall owe the State a sum, for the time spent on this matter, calculated on the basis of the latest rent payment applicable and counted from the date of the end of the Lease, without prejudice to the State's entitlement to compensation for further damage and costs.

Article 18 Exclusion of automatic extension

Where the Lessee has remained in possession of the Leased Property after the Lease has ended, in derogation of the provisions of Book 7, Section 230, of the Dutch Civil Code, a new Lease shall not be created.

Article 19 Site visit and inspection

1. The State shall be entitled to ascertain by a site visit whether the Lessee has met its obligations arising from the law and the Lease.
2. The State shall inform the Lessee of the date on which a site visit will be held in good time.
3. The persons designated by the State for this purpose shall have free access to the Leased Property and the Superficies on it. They shall notify the Lessee of their arrival.
4. Failure at any time to exercise the power stipulated in paragraph 1 shall not prejudice the exercise of the State's rights where the Lessee fails to meet its obligations arising under the law and the Lease.
5. If the State wishes to sell or let the Leased Property to others, the Lessee shall be obliged to make the Leased Property available for inspection in the customary way.

Article 20 Performance and enforcement

1. The State shall be entitled to demand the Lessee complies with its obligations arising from the Lease and to give it instructions in that context relating to compliance therewith. The Lessee shall be obliged to follow those instructions without delay.
2. Where the Lessee fails to meet its obligations, it shall be obliged to undo that which has been done in breach of those obligations at the State's first demand or to effect that which would have resulted from compliance with the obligation where it has failed to do that which it was obliged to do.
3. The State shall be entitled to undo that which has been done in breach of an obligation arising from the Lease or to effect that which would have resulted from compliance with the obligation, without authorisation by the court. The costs incurred by or on account of the State in connection with this matter shall be borne by the Lessee. The foregoing shall apply without prejudice to the State's right to demand alternative compensation and/or additional compensation and to end the Lease by giving notice or to terminate it.

Article 21 Failure to comply

Where the Lessee fails to comply with an obligation arising from the Lease, it shall be in default without notice of default being required.

Article 22 Extrajudicial costs

1. Where the Lessee or the State fails to comply with an obligation arising from the Lease, resulting in damage being caused within the meaning of Book 6, Section 96(2), of the Dutch Civil Code, the party in breach shall be obliged to compensate for that damage.
2. With regard to the determination of the damage referred to in paragraph 1, the costs incurred to obtain an out-of-court settlement shall be established in accordance with Recommendation I of the Voorwerk II Report – Extrajudicial costs (November 2000) of the Netherlands Association for the Judiciary (Nederlandse Vereniging voor Rechtspraak), all the foregoing to the extent that the rules on legal costs pursuant to Section 241 of the Code of Civil Procedure (Rv) are applicable in the given case.

Article 23 Penalties

Without prejudice to the State's right to demand compliance, compensation, or termination of the Lease or to terminate the Lease by giving notice, the Lessee shall forfeit a penalty of twenty euros (€20) for each day or part of a day the situation caused by the failure continues, without notice of default being required and without prejudice to its obligation to remove or rectify, for each failure to comply with an obligation as referred to in Articles 5, 6, 7, 9, 10, 11, 13, 17 and 20.

Article 24 Joint and several liability

1. Where two or more natural or legal persons are jointly the Lessee, each of them shall be jointly and severally liable for compliance with all the obligations arising under the Lease.
2. The obligations under the Lease are joint and several obligations, including for the Lessee's heirs and successors in title.

Article 25 Experts

1. The party wishing to appoint experts shall notify the other party of this fact in writing, after which the latter shall be entitled to the choice of having the dispute resolved by the competent court for a period of one month. That choice shall be communicated to the other party in writing. Where the period of one month passes without being used, the parties shall be deemed to have agreed the dispute will be resolved by way of a binding decision, based on the present Article.
2. Where a procedure involving experts is followed, each party shall appoint one expert from the three experts within 14 days of the written notification referred to in paragraph 1 of the present Article having reached the other party, or within 14 days of the period referred to in paragraph 1 of the present Article having expired unused. An expert shall state within eight days after the date of the instruction whether he accepts it. Both experts thus appointed shall jointly appoint a third expert within 14 days. The third expert shall state within eight days after the date of the instruction whether he accepts it. Where one of the parties fails to appoint an

expert within 14 days or where the experts appointed by the parties fail to appoint the third expert within 14 days, that expert or the third expert shall be appointed by the sub-district court in whose jurisdiction the Leased Property is located, at the request of either of the parties.

3. By accepting their appointments, the experts shall be subject to the terms and conditions.
4. Where the experts come to a different conclusion, the average shall be taken as the amount to be determined.
5. The experts shall produce their opinions within two months after the appointment of the third expert. The experts' decision shall be substantiated and given in writing, and have the force of a binding opinion.
6. The costs of the experts' determination shall be borne equally by the parties. In a case as referred to in Article 3(3), they shall be borne by the party requesting the review if the increase or decrease of the rent is less than ten per cent of the latest rent payment applicable.

Article 26 Communications; place of establishment

1. Unless provided otherwise, extrajudicial communications from and to the State must be made by means of registered letter by and to the person representing the State in relation to the Lease.
2. For the performance of the Lease, the Lessee has chosen the address stated in the Lease as its address for service and the State has chosen the offices of the person representing the State in relation to the Lease as its address for service.
3. The State is retaining its address in The Hague as the address for service of judicial communications, such as bailiff's notifications and other writs.
4. The parties shall notify each other by registered letter as soon as possible of any planned change in place of establishment and at least 14 days before that change is made.

Article 27 General terms and conditions of the Lessee

The General Terms and Conditions of the Lessee, if there are any, shall apply only if and in so far as express reference is made to them in the Lease.

Article 28 Description

The present General Terms and Conditions may be referred to as the State Property Service's General Lease Conditions for Unbuilt Immovable Property 2008.

Lodged with the District Court of Utrecht on 5 March 2008, under number 86/2008.

