

RENTAL AGREEMENT

Landlord:

HW Hohe Warte Projektentwicklungs- und ErrichtungsgmbH
1020 Vienna, Olympiaplatz 2/L.4/15

represented by:
IG Immobilien Management GmbH
1020 Vienna, Olympiaplatz 2/L.4/15

Tenant details:

Tenant details required in accordance with the Austrian residential registration laws and for processing payments:

Family and given name:

Street:

ZIP code/Town or city:

Date of birth:

Telephone number:

E-mail address:

Personal ID number:

Date of issue:

Issuing authority:

Form of payment: **CASH / CREDIT CARD**

Credit card company:

Credit card number:

Valid to:

Name of tenant's credit institute:

Account no.:

IBAN:

Swift code:

The landlord is entitled to make a copy of the personal identification document before handing over the apartment to the tenant.

Rental property: OrchideenPark - Boarding House
1190 Vienna, Püchlgasse 1A-1D

Apartment :

Arrival:(commencement of tenancy agreement)

Departure: Agreed termination of rental agreement, at which time it is terminated without special termination by one of the parties to the agreement

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Check-in and Check-out time: Mon-Fri 9.00 a.m. - 12.30 p.m.
Mon-Fri 2.30 p.m. - 6.00 p.m.
Sat 9.00 a.m. - 11.30 a.m.

Fixed monthly rental fee: € per month (= €per day)

The total rent indicated above is for the apartment specified in the agreement for a maximum of two people on a monthly basis (30 overnight stays) including taxes and a fee for all fixtures and fittings in the apartment; Intranet usage; Linen and utensils (bedroom, bathroom and dining room linen, cooking utensils and crockery/cutlery).

The price includes use of the pool facilities and the fitness studio.

Final cleaning is not included in the total rent and amounts to €50.00 including the goods and services tax. The landlord shall allow pets (dogs, cats), but in such cases there is an additional fee (special cleaning) amounting to €50 including goods and services tax. In the event that an exceptional amount of cleaning is required, the landlord reserves the right to invoice an appropriate supplement for final cleaning.

Rental is subject solely to the "General terms and conditions of the agreement" printed at the end of the agreement.

Fixed monthly rent:

The first rent payment is due on the day of arrival (= commencement of rental agreement). The rent for each subsequent month is due for payment in advance on the first day of each month.

The fixed monthly rental fee is agreed on the basis of the rented apartment being occupied by a maximum of two people. Therefore, for each additional person using the apartment there is a supplementary charge of €8.00 per person per day including the goods and services tax in addition to the fixed monthly rent. This supplement covers the increase in the variable costs and the wear to the apartment resulting from a larger number of occupants.

The agreed fixed monthly rent is indexed to the 2005 consumer price index. It is agreed that the month in which the rental agreement commences shall be the reference month. Indexed

adjustments shall be made at the conclusion of 12 contractual months in each case, i.e. initially upon publication of the index figure for the 12th month following commencement of the agreement, with the fixed monthly rent increasing at the rate of the aforementioned index.

It is agreed that in the event of a delay in payment on the part of the tenant, 9% interest on arrears shall be levied for each month in arrears that is commenced.

The tenant is not entitled to deduct their own claim for payment from outstanding rental payments unless this has been expressly approved by the landlord in writing or ordered by a court.

Room return:

If any damage to the apartment or the absence of any fixtures, fittings, linen or utensils is discovered upon the return of the apartment, the cost of rectifying such damage or replacing such items is to be determined within a maximum period of 30 days from its return by authorised experts acting on behalf of the landlord. It is agreed that the replacement value (purchase price paid by the landlord including goods and services tax) of any missing fixtures, fittings, linen or utensils shall constitute the amount of compensation. The amount of the aforementioned specified damages is final with respect to the parties to the agreement and both parties agree mutually and expressly to waive any further objection or legal challenge. Once the expense of rectifying the damage has been determined, the landlord shall invoice the tenant for this amount, which the tenant shall pay immediately.

Loss of key and access card/s:

Compensation of €220.00 (including goods and services tax) is to be paid by the tenant for replacing the cylinder if the key is lost.

A charge of €15.00 (including goods and services tax) per card is to be paid by the tenant to replace any access card that is lost.

Use of the apartment by the tenant:

The tenant must treat the apartment, including all fixtures, fittings, linen and utensils with care, maintain it in an orderly and clean state and rectify any damage that may occur at their own expense or have it rectified by the landlord at the tenant's expense. If any damage is to be rectified by the tenant - assuming the damage is only minor - the task of rectification must be performed by commercially authorised specialists. The landlord must be informed immediately of any damage and/or technical defect.

The apartment is to be returned at the termination of the rental agreement in an unaltered and orderly state.

It is forbidden for the apartment to be either fully or partially sublet to third parties, be it for a fee or at no charge.

The tenant is only permitted to use the apartment for residential purposes and to do so solely as a temporary second residence for occupational or recreational purposes. The tenant is not permitted to establish a "primary residence" or a "usual place of residence" in the apartment.

Disruptions:

The tenant has no right to a reduction in the agreed fixed monthly rent as a result of temporary disruptions to the power or water supplies or due to temporary damage to the apartment's technical systems and facilities or to those of the residential complex constituting the subject matter of this agreement unless this damage or disruption has been caused by the landlord in a culpable manner. The same applies to disruptions and/or impairments to use resulting from natural events and external nuisance, such as for instance noise and dust.

Other tenant-related obligations and arrangements:

1. The tenant is not permitted to remove fixtures, fittings, linen and utensils (in particular bed linen or bathroom towels or mats) included in the rental agreement from the apartment or to undertake any alterations within the apartment themselves - especially of a structural or technical nature.
2. The apartments in the boarding house are non-smoking apartments; Nevertheless, smoking is permitted on the apartment terrace. Furthermore, barbequing or working with an open fire is prohibited - even on the terrace or in the garden.
3. The tenant acknowledges that the landlord shall conduct a cleaning and quality-control inspection of the apartment once a month. The landlord is entitled to conduct such an inspection up to once a week if necessary. Furthermore, the tenant shall allow the landlord access in the event that any technical damage needs to be repaired.
4. The landlord is entitled to allow a potential subsequent tenant to inspect the apartment after providing adequate previous notification to the tenant.
5. If the tenant establishes the fact that the apartment is infested with vermin, it is their obligation to initiate and commission all requisite and expedient eradication measures and to inform the landlord immediately.

If the tenant fails to comply with the aforementioned or any other obligations arising from this agreement, the tenant is obliged to compensate the landlord for all ensuing damage and costs. The tenant acknowledges that a gross violation of this provision of the agreement in particular entitles the landlord to terminate the rental agreement prematurely (see "Premature termination of the agreement").

Withdrawal from agreement/Non-occupancy

Prior to accepting and/or taking up residency in the apartment, the tenant is entitled to withdraw from this rental agreement at any time by sending a registered letter, fax or registered e-mail. As long as the landlord receives the declaration of withdrawal at least 20 days before the agreed date of initial tenancy, the tenant is only required to pay a fixed administration fee of €50.00 including the goods and services tax. Payment of this compensation is due at the time the declaration of withdrawal is submitted.

As long as the landlord receives the declaration of withdrawal less than 20 days before the agreed date of initial tenancy, the tenant is only required to pay the following fixed compensation fee:

- Receipt of the declaration of withdrawal less than 20 but more than 14 days - 30% of the agreed fixed monthly rent for the entire agreed period;
- Receipt of the declaration of withdrawal between 14 and 8 days - 40% of the agreed fixed monthly rent for the entire agreed period;
- Receipt of the declaration of withdrawal less than 8 days - 50% of the agreed fixed monthly rent for the entire agreed period.

Premature termination of the contract

The landlord is entitled to terminate this agreement without prior notification and with immediate effect if

1. the tenant wilfully damages the apartment, verbally or physically attacks other residents of the building or the landlord's staff, or makes use of the apartment "in a significantly disadvantageous manner" in any other way;
2. the tenant fails to fulfil a payment obligation accruing from this rental agreement despite being given a written warning with a period of grace of at least eight days;
3. the tenant otherwise persistently fails to fulfil obligations accruing from this rental agreement despite a written warning with a period of grace of at least eight days.

The tenant acknowledges that violations of the aforementioned kind endanger the proper management of the landlord's boarding house and therefore must be considered as important, significant circumstances that also entitle the landlord to terminate this rental agreement subject to a 10-day period of notice (instead of declaring premature termination) as the landlord sees fit.

Miscellaneous provisions:

The declaration of acceptance (Appendix A) constitutes an integral part of this rental agreement. No other subsidiary agreements with respect to this agreement may be entered into. As is the case for all additions or amendments to this rental agreement, subsidiary agreements must be in writing for them to be valid.

If individual provisions of this agreement are null and void or legally invalid, they are to be replaced by arrangements that most closely approximate the intention of the agreement. The legality and validity of the remaining provisions are not affected by individual provisions being null and void or legally invalid.

This rental agreement is subject solely to Austrian law. Both parties to the agreement agree to it falling within the jurisdiction of the Vienna Inner-City District Court.

The tenant shall be responsible for the statutory contract fees.

The tenant is solely responsible for registering and deregistering with local authorities in a proper manner (in accordance with the current applicable provisions of the Austrian laws governing residential registration).

HW Hohe Warte Projektentwicklungs-
und ErrichtungsgmbH
represented by
IG Immobilien Management GmbH
(Lessor)

Vienna,

Declaration of acceptance and/or record of acceptance/handover

Leased property: OrchideenPark - Boarding House, 1190 Vienna, Püchlgasse 1A-1D

Apartment: _____

By signing this document, the tenant confirms their acceptance of the rental terms and conditions and that they shall accept the relevant apartment and return it as follows:

The apartment is in a proper and clean state and exhibits no damage or contamination apart from the usual signs of usage.

The furnishings are in a proper state of repair fit for usage and do not exhibit any scratches or mechanical damage. The textile surfaces do not exhibit any spots, tears or similar.

The floors and walls do not exhibit any cracks, scratches or dirty marks.

All the fixtures and fittings, electrical appliances and objects listed on the inventory for the apartment are present and fully functional.

It is agreed that any disputes arising from the agreement - also with respect to cheques or bank bills - shall fall within the jurisdiction of Döbling District Court pursuant to Section 104 JN.

Terms and conditions accepted:

Vienna, the

Tenant

In the event that there are any discrepancies in the aforementioned details, these shall be recorded in detail below:

Handover to the tenant:

Walls:

Handover from tenant to lessor:

Walls:

Floors:

Floors:

Fixtures, fittings, electrical appliances:

Fixtures, fittings, electrical appliances:

Miscellaneous:

Miscellaneous:

Date:

Date:

Signature;

Signature;