



Lease Agreement

New Premises Eurojust
Johan de Wittlaan 9 The Hague

Date: 2017-03-24



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THE UNDERSIGNED:

The State of the Netherlands (hereinafter referred to as the "**Host State**"), legally represented by the Minister of the Interior and Kingdom Relations, domiciled and established at Korte Voorhout 7, 2511 CW The Hague (postal address P.O. Box 20952, 2500 EZ The Hague), represented in this matter by the acting Director General of the Central Government Real Estate Agency, [REDACTED] (hereinafter referred to as the "**Lessor**");

and

Eurojust, legally represented by its Administrative Director ad interim, Mr Nikolaos Panagiotopoulos, currently domiciled and established at Maanweg 174, 2516 AB The Hague/Saturnusstraat 9, 2516 AD The Hague (P.O. Box 16183, 2500 BD The Hague), (hereinafter also referred to as the "**Lessee**");

(each individually also referred to as a "**Party**" and collectively as the "**Parties**")

Having regard to:

- Council Decision of 28 February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime, as amended by the Council Decision of 18 June 2003 and by the Council Decision of 16 December 2008,
- The Decision taken by Common Agreement between the Representatives of the Member States meeting at Head of State and Government level on 13 December 2003 on the location of the seats of certain offices and agencies of the European Union, setting the seat of Eurojust in The Hague (the Netherlands),
- The subsequent Seat Agreement signed between Eurojust and the Host State dated 15 March 2006,

Whereas:

1. Eurojust has grown rapidly in the past years, the current premises in which Eurojust is temporarily housed (the Arc building at Maanweg 174 and the Haagse Veste 1 building at Saturnusstraat 9, both in The Hague), have become too small and new premises are needed.
2. According to the Regulation Governing the Procedure for Accommodating International Organisations 2006, the Minister of Security & Justice is responsible for accommodating Eurojust and the realisation of Eurojust's New Premises on behalf of the Host State.



3. On 30 June 2011, the Host State and Eurojust signed the Cooperation Agreement on the New Premises Eurojust at the Johan Willem Friso location, by which agreement was reached about the essentials of the New Premises Eurojust lease.
4. The Minister of Security and Justice has mandated the realisation of the housing at the New Premises to the Central Government Real Estate Agency as an executive organisation of the Host State. Accordingly, the lease agreement will be executed by the Central Government Real Estate Agency on behalf of the Host State and the Ministry of Security and Justice. This mandating does not affect the obligations of the Minister of Security and Justice with regard to Eurojust concerning this lease agreement.
5. Following a tender procedure held by the Central Government Real Estate Agency the Central Government Real Estate Agency entered into a Build & Maintain Contract with Heljmans Utiliteit B.V. on 24 July 2014 pertaining to the construction of the New Premises and the maintenance of the New Premises for a period of 15 years after delivery, with the possibility to extend this duration by a further 5 years.
6. By this Lease Agreement the Parties wish to record the legal relationship with respect to the lease of the New Premises Eurojust at the Johan Willem Friso location,

AGREE AS FOLLOWS:

ARTICLE 1 GENERAL

1. The recitals above and the following Annexes shall form part of this lease agreement (hereinafter referred to as the "**Agreement**"):

Annex I	: Floor plans
Annex II	: Cadastral map
Annex III	: Calculation of the Rentable Surface
Annex IV	: Calculation of the lease amount
Annex V	: Invoicing process
Annex VI	: Service Level Agreement (SLA)
Annex VII	: Permitted floor loading for special areas
Annex VIII	: Delivery report template
Annex IX	: Demarcation list of ownership
Annex X	: Description of the work of art
Annex XI	: Eurojust terms and conditions for companies performing services at the New Premises
Annex XII	: General Terms and Conditions for the Lease of Office Accommodation and other accommodation within the meaning of Article 7:230A of the Civil Code, lodged with the Clerk of the Court in The Hague on 11 July 2003 and registered there under number 72/2003 (hereinafter referred to as the "General Conditions")
Annex XIII	: Asset Value List (AVL)

2. To the extent of any conflict or inconsistency, the order of priority for interpretation is: 1) the Seat Agreement, 2) the Cooperation Agreement, 3) the Lease Agreement, 4) the Service Level Agreement, 5) the Annexes to the Service Level Agreement and the Lease Agreement, 6) the General Terms and Conditions to the Lease Agreement and the Service Level Agreement.
3. The terms set out in the Agreement shall take precedence and prevail over those in the Annexes. The terms set out in the other Annexes shall take precedence over those in the General Conditions.

ARTICLE 2 DESCRIPTION OF THE NEW PREMISES

1. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, the office building with parking garage situated at Johan de Wittlaan 9 (2517 JR) The Hague, building number: 102055G01 and Landcode: 102055L01, as indicated on the attached floor plans (**Annex I**) and the land indicated in Annex II (hereinafter referred to as "**New Premises**").
2. The New Premises is situated on the parcels of land recorded in the land register of the municipality of The Hague, section N, numbers 8843, 8844, 8845, 8846 and 8848 (**Annex II**) and BAG code: 0518200001660684.
3. The New Premises will be measured in accordance with NEN 2580. The New Premises has a total gross surface area of 28.508 m², a rentable surface area for the office building of 20.231 m² and a rentable surface area for the parking garage of 8.277 m² (**Annex III**).
4. The New Premises shall be understood as including:
 - a. the parking space, located in the parking garage;
 - b. the bicycle-parking space;
 - c. the work of art, located on the parcel of land next to the entrance.

ARTICLE 3 DURATION OF THE LEASE

1. The lease period shall commence on the Commencement Date. The Commencement Date shall be the date of the delivery of the New Premises to the Lessee in accordance with Article 8 of the Agreement. The duration of the lease shall be 20 years.
2. The Agreement may be terminated:
 - a. at any time by mutual consent of the Parties; or
 - b. at any moment by the Lessee if a decision is made to transfer the headquarters of the Lessee to a city other than The Hague, taking into account a notice period of 6 months.
3. 60 months before the end date of the Agreement, and before any alternative arrangements are made with third parties, the Parties shall first negotiate regarding a possible continuation of the lease and its conditions.



ARTICLE 4 RENTAL FEE AND ADDITIONAL SERVICES

1. The indicative total payment obligation for the New Premises as defined in Article 2 of this Agreement shall be an annual amount of [REDACTED]. The final total payment obligation shall be determined by Lessor after the delivery of the New Premises.
2. A part of the total payment obligation, as described in Article 7.4 of the Cooperation Agreement and mentioned in **Annex IV** (calculation of the lease amount), shall be paid by the Lessee. The remaining part, as mentioned in **Annex V** (invoicing process), shall be paid by the Ministry of Security and Justice on behalf of the Lessee.
3. The Lessee shall request permission from the Dutch Tax Authorities (Belastingdienst), part of the Ministry of Finance to withhold the payment of VAT within 4 weeks after the Commencement Date of the Agreement. If this request is accepted by the Dutch Tax Authorities (Belastingdienst), the zero-tariff will be applicable for the rent and all related items.
4. The annual rent shall be paid in advance in four Instalments falling due on 1 January, 1 April, 1 July and 1 October each year. Shortly after the Commencement Date, the Lessor shall send an invoice to the Lessee for the first payment to be made by the Lessee covering the period from the Commencement Date until the end of the relevant quarter. The amount of this first rent Instalment will be calculated by dividing the number of days of the relevant period by the number of days of the relevant year, multiplied by the annual rent.
5. The Lessor will provide ancillary supplies and services as set out in the Service Level Agreement (**Annex VI**) and the Lessor will provide the utilities as referred to in Article 12. A system of advance payments with subsequent annual recalculation shall apply.

ARTICLE 5 ADJUSTMENT OF THE RENT

1. The rent will be reviewed on 1 January of each year, starting from the first 1 January after the Commencement Date, on the basis of the alteration of the monthly index of the Consumer Price Index (CPI), series All Households (2015=100), published by the Netherlands Statistics (*Centraal Bureau voor de Statistiek*).
2. The amended rent shall be calculated according to the following formula: the amended rent shall be equivalent to the existing rent as at the date of amendment, multiplied by the index point for the month of August of the year preceding the calendar year in which the rent is being reviewed, divided by the index point for the month of August two years preceding the calendar year in which the rent is being reviewed. The formula will be: All Households August year n / All Household August year n-1 multiplied by the existing rent at the date of amendment.



ARTICLE 6 USAGE OF THE NEW PREMISES

1. The Lessee shall use the New Premises as an office building, with the understanding that the parking garage shall be used as parking space for passenger cars and motorcycles and the bicycle parking as parking space for bicycles and mopeds, as befits a good user.
2. The Lessee and the Lessor shall not bind each other, without the other Party's permission, to agreements with third parties concerning the use of the New Premises, nor shall they transfer to third parties, either wholly or in part, any of their rights or obligations as laid down under the Agreement.
3. The maximum permitted floor loading in the New Premises is 400 kg per m² and the maximum permitted floor loading in the garden on the part under which the parking garage is located is 400 kg per m². Alternative arrangements concerning maximum permitted floor loading for special areas are set out in **Annex VII**.

ARTICLE 7 SOIL CONTAMINATION

1. Before the Commencement Date, a soil contamination survey will be provided by the Lessor and shall be part of the delivery report. If either Party demands an additional soil investigation at the start of the Agreement, that Party shall also be obliged to carry out an investigation at the end of the Agreement and shall bear the costs of these investigations.
2. The Lessee shall be liable to the Lessor for soil contamination after the Commencement Date, if the Lessor proves that the contamination can be attributed to the Lessee or to persons for whom it is responsible.

ARTICLE 8 DELIVERY AND REDELIVERY

1. The New Premises shall be delivered from the Lessor to the Lessee on the basis of a signed delivery report, based on the template in **Annex VIII**. The Lessee shall not withhold its signature on unreasonable grounds. Minor defects, which can be resolved within a timeframe of three months, shall be no reason for the Lessee to withhold its signature, provided that those defects do not stand in the way of a safe, secure and functional use of the New Premises. If, however, the Lessee withholds its signature on unreasonable grounds, Article 2 of the General Conditions is applicable.
2. The delivery report shall describe the apparent condition of delivery, the state of the technical installations and the state of repair of the New Premises and include a schedule of the installations which have to be removed at the end of the Agreement. Together with the delivery report, an asset value list (**Annex XIII**) will be delivered. Any issues or defects which must be rectified will be listed in the delivery report with a maximum timeframe of three months for resolution by the Lessor.
3. At the end of the Agreement, upon the redelivery of the New Premises by the Lessee to the Lessor, the Parties shall draw up and sign a redelivery report describing the state of repair of



the New Premises at that time. The Lessee is obliged to remove all user elements, as described in the demarcation list of ownership (**Annex IX**) and all user elements that were installed after the Commencement Date, unless otherwise agreed between the Parties in writing, or unless a new lessee agrees to take over these elements.

4. The Lessee shall carry out remedial work to remedy any differences apparent from the reports referred to in the two foregoing paragraphs and in accordance with the current laws and regulations, with the exception of:
 - a) normal wear and tear;
 - b) differences attributable to ageing;
 - c) alterations to the New Premises to which the Lessor has agreed, unless agreement was given with the reservation that the original state would be re-established.

ARTICLE 9 MAINTENANCE AND MANAGEMENT

1. The maintenance and management of the New Premises is regulated in the SLA (**Annex VI**).
2. If it becomes apparent at any time during the term of the Agreement that responsibility for one or more maintenance or management obligations has not been allocated to either Party, the Parties shall, on the initiative of either Party, amend the list referred to in Article 1, paragraph 2(b) of the SLA, in good faith and in line with the maintenance and management obligations that are included in the list described in the aforementioned article of the SLA.
3. If, having received proper notice of default setting a reasonable time limit, one of the Parties remains in default with regard to the proper fulfilment of a maintenance or management obligation, the other Party shall be authorised to perform the maintenance work at the expense of the defaulting Party. The related costs must be market-based and reasonable.
4. If the Lessor deems it necessary to carry out or have carried out maintenance, repair, renovation or other work on the New Premises, or if work of this kind is necessary due to requirements or measures imposed by the authorities or public utilities, the Lessor shall consult the Lessee in advance on the timing of the work. This obligation shall also apply to areas of the building that the Lessee is not allowed to use. The Lessor shall minimise any nuisance caused to the Lessee.

ARTICLE 10 ALTERATIONS TO THE NEW PREMISES

1. Subject to the prior written permission of the Lessor, the Lessee shall have the right, at its expense, to make any alterations to the New Premises that it considers necessary. The Lessor may attach conditions to its permission, but may not withhold its permission on unreasonable grounds. The Lessor shall render a decision within 21 calendar days after receipt of a request. In default of the decision of authorisation being issued within this period, the Lessee shall be authorised to carry out the alterations as requested.



2. At any time during the term of the Agreement, the Parties may agree what alterations to the New Premises the Lessee shall be entitled to make without in each instance first obtaining the written permission of the Lessor.
3. With the written consent of the Lessee, the Lessor shall have the right to make any alterations to the New Premises it considers necessary. With a view to the conduct of the Lessee's business, the Lessor's work schedule must be approved in advance in writing by the Lessee before the work is carried out.
4. Neither Party shall be authorised to display or permit the display of commercial advertising material in or on the New Premises or the building without prior written agreement between the Parties. This shall not apply to advertising relating to the purpose for which the Lessee uses the New Premises.
5. The permission referred to in paragraph 1 shall specify at least:
 - a. the location to which it relates;
 - b. the alterations to which it relates;
 - c. the period of time to which it relates;
 - d. what has been agreed between the Parties concerning the financial settlement of the alteration work upon the expiry of the Agreement or at the end of the period referred to in part c of this paragraph; and
 - e. what has been agreed between the Parties concerning financial responsibility for maintenance, upkeep of the alteration, delivery at the end of the lease, the revision of drawings and the technical quality to be attained.
6. When making alterations, the Parties shall comply with the requirements set by the authorities, ensure that the necessary permits are obtained, and ensure that the work is carried out by reputable firms.
7. Changes to the level of building installations existing at the start of the Agreement or the creation of additional building installations shall require the prior permission of the Lessee. The Lessee shall respond within 21 calendar days and shall not refuse permission on other than reasonable grounds and in compliance with the conditions of the Agreement.

ARTICLE 11 TAXES, LEVIES, DUES, FRONTAGE TAX. ETC.

1. The Lessor shall be responsible for paying all current and future dues relating to the ownership of the New Premises, such as property tax (*onroerende zaak belasting*) and property taxes levied on the owner of the building (*de ten laste van de eigenaar opgelegde zakelijke belastingen*), including polder charges (*polderlasten*), water board rates (*waterschapslasten*), sewage charges (*rioolrechten*) if they are linked to a fixed amount, land consolidation charges (*ruilverkavelingslasten*), land consolidation redemption (*ruilverkavelingsafkoop*) and so forth levied on the building both now and in the future.
2. The Lessee shall be responsible for paying: frontage tax (*precario*), refuse collection and waste disposal charges (*reinigingsrechten en afvalstoffenheffing*), sewage charges (*rioolrechten*) if



they are linked to the Lessee's consumption figures, pollution of surface waters levy (*Verontreinigingsbijdrage Wet Verontreiniging Oppervlaktewateren*), dues (*retributies*) on any elements put in place by or on behalf of the Lessee, and dues relating to the occupancy permit issued by the municipality, to the extent that these are in accordance with the Seat Agreement.

ARTICLE 12 UTILITIES

1. The Lessor shall be responsible for concluding contracts with service providers for the supply of water, energy and gas at the New Premises.
2. The Lessee shall be responsible for paying for water, energy and gas consumed at the New Premises and any fixed charges and charges for meter hire.

ARTICLE 13 WORK OF ART


1. The Lessor has installed a work of art on the parcel of land next to the entrance of the New Premises as described in Article 2, paragraph 4(c) and **Annex X**.
2. In relation to Article 9 of the Agreement (maintenance and management), the work of art is considered to be part of the Lessor's responsibility as owner of the New Premises, in line with the Decree Division of Tasks Maintenance (RTB) 2007, and is to be redelivered to the Lessor at the end of the Agreement.
3. Due to the intellectual property rights of the artist(s), no changes or alterations in location are allowed to be made without the prior written consent of the Lessor. The Lessor can only, and will, grant this consent after the artist(s) has/have given his/her/their consent.

ARTICLE 14 DAMAGE TO THE PROPERTY

1. The Lessee shall immediately take appropriate and proportionate steps to prevent or limit damage to the New Premises. In addition, the Lessee shall notify the Lessor immediately upon discovery of substantial damage.
2. The Lessee shall be liable to the Lessor for all damage caused to the New Premises and consequential loss suffered by the Lessor, including fire damage, if the Lessor proves that the Lessee or the persons in its charge or for whom it is responsible are responsible for the damage. Consequential loss in this context shall include the costs incurred by the Lessor in taking proportionate and reasonable steps to prevent or limit the said consequential loss.

ARTICLE 15 DAMAGE THROUGH/BY THE PROPERTY

1. The Lessee shall not be liable for damage caused through/by the New Premises to third parties unless the source of this damage is related to the conduct of the Lessee's business or activities in or on the New Premises.



2. The Lessor shall be liable for damage and loss including consequential loss, suffered by the Lessee if this is due to fault or negligence of the Lessor or persons in its charge or persons for whom it is responsible. If consequential loss has been suffered or is likely to be suffered, the Lessee shall take appropriate and proportionate action to prevent or limit such loss as far as can reasonably be demanded of the Lessee in the given circumstances. Consequential loss in this context shall include the reasonable costs incurred by the Lessee in taking proportionate and reasonable steps to prevent or limit the said consequential loss.

ARTICLE 16 DEFAULT AND NOTICE OF DEFAULT

1. If a party fails to properly and/or timely fulfil one or more of its obligations under the Agreement, it shall only be in default once it has been given written notice by registered letter of default setting a reasonable time limit for the correct fulfilment of its obligations and this time limit has expired without the obligation or obligations having been fulfilled.
2. If the Lessee fails to fulfil its obligation to pay rent on time it shall, at the Lessor's request, pay the statutory interest for the relevant period, provided that the Lessor sent the invoice on time.

ARTICLE 17 AUTHORITY TO SUSPEND OBLIGATIONS

A Party shall not have the right to suspend its obligations under the Agreement if the other Party fails to fulfil one of its principal obligations under the Agreement.

ARTICLE 18 APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. The Agreement shall be governed by the national substantive law of the Kingdom of the Netherlands.
2. A dispute exists if one of the Parties has notified the other thereof in writing.
3. The Parties shall immediately after such a notification use their best efforts to settle amicably any dispute, controversy or claim arising out of the Agreement. If the Parties are unable to reach agreement, the dispute shall be submitted to the Administrative Director of Eurojust and the Director General of the Central Government Real Estate Agency.
4. Any dispute, controversy or claim between the Parties arising out of the Agreement which has not been settled amicably under the preceding paragraph within sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. The Parties shall then be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any dispute, controversy or claim. The language of the arbitration proceeding shall be English unless the Parties mutually agree otherwise.
5. By mutual agreement the Parties may waive the obligation to settle via arbitration and shall be entitled to submit the case to the dispute settlement of the District Court of the Hague.



6. In relation to disputes, each Party shall bear their own costs unless a competent court or the arbitration tribunal rules otherwise.

ARTICLE 19 ADDRESSES FOR NOTICE

1. The addresses for notice of the Lessor and the Lessee have been set forth on the first page of the Agreement.
2. Any change in address for notice shall be given in writing by the relevant party at least 14 days prior to any such change.

ARTICLE 20 ACCESS TO THE NEW PREMISES

Without prejudice to Article 22 (security), access to the New Premises requires the consent of the Lessee. Where access to the New Premises is necessary for the purpose of maintenance and management on the basis of the Agreement and the obligations of the Lessor, the Lessee shall not refuse access on unreasonable grounds to the Lessor's staff or persons engaged by the Lessor directly or indirectly to carry out work in or on the New Premises. The time of access shall be set in agreement with the Lessee.

ARTICLE 21 SUBLEASE

1. The Lessee is not allowed to sublease any part of the New Premises to third parties without the prior written consent of the Lessor. The Lessee is not allowed to grant usage rights to other organisations regarding any part of the New Premises, without the prior written consent of the Lessor. The Lessor shall not be entitled to unreasonably withhold or delay its consent.
2. The lessee shall in all circumstances be responsible for ensuring that its users and sublessees use the New Premises as befits a good user.
3. The required written consent of the Lessor in the case of an intention to grant usage rights does not affect the Lessee's right to use the New Premises in the context of the Lessee's cooperation with Europol.

ARTICLE 22 SECURITY

1. Individuals from the Lessor or from any external body or company on behalf of the Lessor that are present in the New Premises are bound to the strictest confidentiality and shall be obliged to obey the reasonable written or verbal instructions of the Lessee and its staff and comply with the instructions, terms and conditions for companies performing services at the New Premises (**Annex XI**). If the Lessee deems it necessary, these individuals will sign a confidentiality agreement prior to getting access to the New Premises.

2. The Lessee shall be entitled to require that such individuals present at the New Premises, depending on the nature of the particular work/services to be carried out, have a corresponding level of security clearance. The lessee will bear the costs in relation to such security clearance unless agreed upon otherwise.
3. Nothing in Article 10 of the General Conditions shall entitle the Lessor to dispose of documentation or information carrier (paper based or electronic) that is present at the New Premises. The Lessee shall be given every opportunity to remove such information within 21 working days after the redelivery. In the event that the Lessee does not remove all such information, the Lessee shall be responsible and liable for the consequences of not removing the information, even if such information is destroyed by the Lessor or third parties in accordance with the applicable legislation.

ARTICLE 23 MODIFICATIONS TO THE GENERAL CONDITIONS

1. The Parties recognise that the General Conditions (**Annex XII**) are expressly not applicable in cases where these are incompatible with the provisions of the Agreement and the other Annexes, and in cases in which the Parties have expressly deviated from the General Conditions in writing.
2. Article 4 of the General Conditions is not applicable.
3. Articles 6.5, 6.6 and 6.7.2 (only at the start of the lease) of the General Conditions are not applicable.
4. Article 6.8 of the General Conditions is not applicable.
5. Article 6.9 of the General Conditions is only applicable insofar it relates to waste materials for which the Lessee is responsible, taking into account the arrangements in the Service Level Agreement.
6. Article 6.10 of the General Conditions is not applicable.
7. Article 6.11.2.4 of the General Conditions is not applicable.
8. Articles 6.11.2.9, 6.11.4 (only when executed by the CGREA) and the last sentence ("The Landlord (...) of rental.") of Article 6.11.6 of the General Conditions are not applicable.
9. Article 7 of the General Conditions is not applicable.
10. Article 9 of the General Conditions is not applicable.
11. Articles 11.1, 11.2 and 11.3 of the General Conditions are not applicable.
12. Article 12 of the General Conditions is not applicable.
13. Articles 13.1, 13.2, 13.3 and 13.4 of the General Conditions are not applicable.

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14. Article 14 of the General Conditions is not applicable.
15. Article 15 of the General Conditions is not applicable.
16. Article 17.2 of the General Conditions is not applicable.
17. Article 18.2 of the General Conditions shall only apply after default as defined in Article 16 of the Agreement.
18. Article 19 of the General Conditions is not applicable.
19. Articles 20.1a, 20.1b, 20.1c and 20.1d of the General Conditions are not applicable.
20. Article 21 of the General Conditions is not applicable.
21. Article 22.2 of the General Conditions is not applicable.
22. Article 24 of the General Conditions is not applicable.

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ARTICLE 24 ENTRY INTO FORCE OF THE AGREEMENT

This Agreement shall be binding for the Parties on the day following the day of signature of the last contracting Party. The lease period shall commence on the Commencement Date as defined in Article 3 of the Agreement.

Done and signed in duplicate at The Hague, at 24 March 2017,

The State of the Netherlands

Eurojust

h SIGNATURE

Acting Director General

Mr. Nikolaos Panagiotopoulos
Administrative Director *ad interim*