LEASE AGREEMENT BETWEEN THE RIJKSGEBOUWENDIENST AND EUROJUST

concerning **De Haagse Veste 1, Saturnusstraat 9, 2516 AD The Hague**

The undersigned:

The Kingdom of the Netherlands (hereinafter referred to as the "**Host State**"), legally represented in this matter by:

> The *Rijksgebouwendienst*, represented pursuant to the regulations on duties and powers of the Ministerie van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer by the *Minister voor Wonen, Werken en Integratie* by its Deputy Director of Real Estate, [redacted]
> (postal address [redacted])
> (hereinafter referred to as the "**Rgd**")

and

> Eurojust, legally represented by its Acting Administrative Director, Mr. Jacques J.J.M.M. Vos, domiciled and established at Maanweg 174, 2516 AB The Hague,
> (hereinafter referred to as "**Eurojust**")

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

Considering:

a. the Agreement between the Kingdom of the Netherlands and Eurojust dated 15 March 2006 (hereinafter the "**Seat Agreement**");

b. that the Minister of Justice was appointed by the cabinet as the competent minister for accommodating Eurojust and that the regulations on the procedures for accommodating international organizations apply to this Agreement (2006);

c. that the Dutch government determined on 26 April 2002 that Eurojust will be offered to lease temporary premises directly from Rgd namely "De Haagse Arc". These premises being now occupied, additional office space has been identified.

d. the Manifest dated March 2007 (Annex VII);

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	Plan
Annex II	Calculation of the Rentable Surface *(Berekening Verhuurbare Oppervlakte)*
Annex III	Calculation of the annual Payment Obligation
Annex IV-a	Division of tasks, non-listed building (*Regeling Taakverdeling Beheer Rijkshuisvesting*)
Annex IV-b	Maintenance and Management Obligations of Rgd and Eurojust
Annex IV-c	~~Schedule of conditions~~ (to be enclosed) demarcation
Annex IV-d	Delivery report (to be enclosed)
Annex V	Service charges
Annex VI	24/7 Service Agreement • Appendix A : Service Contract Definitions • Appendix B : Overview of service costs • Appendix C: List of user installations (to be enclosed) • Appendix D: General Terms and Conditions of the Rgd
Annex VII	Manifest March 2007
Annex VIII	Report Soil contamination dated April 2007
Annex IX	General Terms and Conditions for Lease of Office Accomodation

2. The "GENERAL TERMS AND CONDITIONS FOR LEASE OF OFFICE ACCOMODATION, and other commercial 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", shall form part of this contract (Annex IX).

3. The terms set out in this Agreement shall take precedence over those in the Annexes. The terms set out in Annexes I up to and including VIII shall take precedence over those in Annex IX.

ARTICLE 2 THE PREMISES

1. The Rgd shall allow Eurojust to use, and Eurojust shall take into use from the Rgd, the office building called *"De Haagse Veste 1"*, floor 6, 7 and 8, the storage space in the basement as well as the shared areas on the ground and first floor situated at Saturnusstraat 9, 2516 AD The Hague, as indicated on the attached plan (Annex I) (hereinafter referred to as: the "Premises") .
2. The Premises are situated on the parcel of land recorded in the land register of the municipality of The Hague, section AP, numbers 1767 and 1768.
3. This Agreement shall also include the use or shared use by Eurojust of all common areas, building installations (*algemene gebouwvoorzieningen*), and facilities intended for general use, existing at the start of the Agreement in the *"De Haagse Veste 1"*.
4. The Premises were measured in accordance with NEN 2580 of 10 October 2008 and have a total gross surface area (gsa) of 4.843 m^2 and a leasable surface area (lsa) of 4.104 m^2 (Annex II and Annex III), consisting of 3.431 m^2 leasable surface area on floors 6, 7 and 8. The common areas have a gross surface area of 795 m^2 and a leasable surface area of 673 m^2.

Ground Floor:	442,1 m^2 lsa (based on 50/50 division between ICC and Eurojust)
Kitchen/restaurant:	231,2 m^2 lsa (based on 70/30 division between ICC and Eurojust)
6th floor:	1.714,8 m^2 lsa
7th floor:	1.092,5 m^2 lsa
8th floor:	623,3 m^2 lsa

The storage consists of 362,26 m^2 lsa on the Ground Floor and of 723,06 m^2 in the Basement.

ARTICLE 3 DURATION

1. This Agreement shall be valid from 15 July 2008 up to and including 30 June 2014.
2. If Eurojust has not terminated the Agreement by registered letter giving 15 months' notice before the time limit mentioned in paragraph 1, that is to say before or on 31 March 2013, this Agreement shall be extended by 24 months up to and including 30 June 2016 under the same conditions and provisions.
3. If Eurojust has not terminated the Agreement by registered letter giving 15 months' notice before the time limit mentioned in paragraph 2, that is to say before or on 31 March 2015, this Agreement shall be extended by 12 months up to and including 30 June 2017 under the same conditions and provisions.
4. If Eurojust has not terminated the Agreement by registered letter giving 15 months' notice before the time limit mentioned in paragraph 3, that is to say before or on 31 March 2016, this Agreement shall be extended by 12 months up to and including 30 June 2018 under the same conditions and provisions.
5. When the period mentioned in paragraph 4 has elapsed without notice of termination having been given with effect of 1 July 2018, this Agreement shall be extended indefinitely. It can be terminated by either Party by registered letter giving 15 months' notice.
6. This Agreement may be terminated:
   a. at any time by mutual consent;
   b. by notice given by Eurojust as referred to in paragraph 2; 3 and 4 or
   a. by notice given by either party as referred to in paragraph 5.
7. Notwithstanding the previous paragraphs of this Article, Eurojust will be able to terminate the Agreement prematurely, i.e. from 1 January 2012, on the first of each month, provided that Eurojust will occupy new office space located in The Hague for the whole organisation. Eurojust will then notify the Rgd of this in writing 15 calendar months prior to the date of termination. Should Eurojust wish to terminate the Agreement on 1 January 2012, the notice shall be given no later than 1 October 2010.

ARTICLE 4 RENT AND ADDITIONAL SERVICES

1. The total payment obligation for the total surface area as indicated in Article 2(4) and specified in Annex III shall be an annual amount of [redacted]

2. The rent, which is calculated in Annex III on the basis of the square meter figures as laid down in the BOAG report (Annex II), shall be adjusted annually on 1 January, for the first time with effect from 1 January 2009, according to Article 5. A change in the square meters measurements in the said BOAG report shall automatically lead to an adjustment of the rent calculation.

   The Host State will pay the rent for the period from 15 July 2008 up to and including 14 September 2008. Eurojust will pay the rent from 15 September 2008 onwards since this is the date as of which user specific installations will be installed in the Premises.

3. All amounts given in this agreement exclude VAT. VAT will be charged on the payment obligation. The VAT on all invoices should be mentioned separately for Eurojust to reclaim it from the Dutch Tax Authorities.

4. The annual rent shall be paid in advance in four instalments falling due on 15 January, 1 April, 1 July and 1 October each year. The first instalment shall cover the period from the Agreement's entry into force to the next due date. In December 2008, the Rgd shall send a specific invoice to Eurojust for the first payment to be made by Eurojust covering the period from 15 September 2008 up to and including 31 December 2008.

5. The Parties may make alternative rent payment arrangements in writing by mutual consent.

6. The owner of the building as well as the Rgd will provide ancillary supplies and services as set out in Annexes V and VI. A system of advance payments with subsequent annual recalculation shall apply. Should the owner of the building no longer provide the ancillary supplies and services set out in Annex V, without the prior consent of Eurojust, the Rgd will provide these supplies and services to Eurojust.

ARTICLE 5 ADJUSTMENT OF THE RENT

1. The rental review of the lease (Annex III) shall take place for the first time with effect from 1 January 2009, on the basis of the alteration of the monthly index of the Consumer Price Index (CPI), series All Household (2000=100), published by the Central Bureau of Statistics.

The amended rental shall be calculated according to the following formula: the amended rental shall be equivalent to the existing rental date of amendment, multiplied by the index point of the month of August of the year preceding the calendar year in which the rental is reviewed, divided by the index point of the month of August two years preceding the calendar year in which the rental is reviewed. The formula will be:

All Household year n (August) / All Household year n-1 (August).

ARTICLE 6 PURPOSE

1. Eurojust shall use the Premises as an office building as befits a good user.
2. Eurojust and Rgd shall not bind each other, without the other Party's permission, to agreements with third parties concerning the use of the Premises, nor shall they transfer to third parties, either wholly or in part, any of their rights and obligations as laid down under this Agreement.
3. Eurojust shall not subject the floor area in use to a load greater than structurally permissible: 4 kN/m^2. A different load is permitted in the following parts of the Premises: ground floor (next to the street): 10 kN/m^2 and roof deck 3 kN/m^2.

ARTICLE 7 SOIL CONTAMINATION

1. Each Party shall be entitled to demand that the delivery report drawn up at the start and end of the lease record whether the soil is contaminated and, if so, to what extent. The Party that demands a soil investigation at the start of the Agreement is obliged to carry out an investigation at the end of the Agreement. A Report Soil contamination dated April 2007 can be found in Annex VIII.
2. Eurojust shall be liable to the Rgd for soil contamination after the date of delivery of the Premises to Eurojust, but only if the Rgd proves that the contamination could be attributed to Eurojust or the people for whom it is responsible.
3. The costs of a soil investigation at the beginning and at the end of the Agreement shall be borne by the Party demanding that the question of soil contamination be addressed in the delivery report drawn up at the start of the Agreement.

ARTICLE 8 DELIVERY

1. The Parties shall draw up and sign a delivery report (Annex IV-d) describing the state of repair of the Premises at the time of delivery and a schedule of the installations which have to be removed at the end of the Agreement (Annex IV-c).

   To complete the delivery by the developer to the Rgd, a final inspection will be organised, in which Eurojust and the other user(s) of the building will be invited to take part. After the transfer of the building to the Rgd, the Rgd will transfer the building to the users. Eurojust and the other user(s) will then have the opportunity to install the user specific facilities such as ICT, safety measures, room signage and furniture. Eurojust may then determine the date when it will move in the Premises.

2. At the end of the Agreement, upon the delivery of the Premises by Eurojust to Rgd, the Parties shall draw up and sign a delivery report describing the state of repair of the Premises at that time. Eurojust is allowed to leave part of the built-in package behind at the end of the lease, as will be set out in a subsequent Agreement which, once finalized, shall be added to the present Agreement as Annex IV-c. Eurojust has to remove the user installations that will be specified in the said Annex IV-c and the subsequent user-

   installations which were installed after the commencement of the lease, unless a new lessee agrees to take it over. The built-in package will be included as an Addendum to this Agreement.

3. Eurojust shall carry out remedial work to make good any differences apparent from the schedules referred to in the two foregoing paragraphs, with the exception of:

   a) normal wear and tear

   b) ageing

   c) alterations to the Premises to which Rgd or the owner has agreed, unless agreement was given with the reservation that the original state (Annex IV-d) would be re-established.

   d) the bullet-proof glass, the fence and the kitchen.
      The Host State is obliged to remove the installations which are indicated in the schedule of conditions in the column 'to be removed by the Host State' (Annex IV-c).

ARTICLE 9 MAINTENANCE AND MANAGEMENT

1. The Agreement shall be subject to the most recent version in place at the time of the start of this Agreement of the *Regeling Taakverdeling Beheer (RTB)* (Annex IV-a) adopted by the *Minister voor Wonen, Wijken en Integratie.*

2. Annex IV-a to this Agreement includes a list as referred to in article 9, paragraph 3 of the RTB, detailing the respective maintenance and management obligations of Rgd and Eurojust.

3. If it becomes apparent at any time during the term of this Agreement that responsibility for one or more maintenance and management obligations has not been allocated to either Party, the Parties shall, on the initiative of either Party, amend the list referred to in paragraph 2.

4. 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.

5. If Rgd deems it necessary to carry out or have carried out maintenance, repair, renovation or other work on the Premises, or if work of this kind is necessary due to requirements or measures imposed by the authorities or public utilities, Rgd shall consult Eurojust in advance on the timing of the work. This obligation shall also apply to areas of the building that Eurojust is not allowed to use. The Rgd shall minimise any nuisance caused to Eurojust. Article 14 of the general terms and conditions is not applicable.

ARTICLE 10 ALTERATIONS TO THE PREMISES

1. Subject to the prior written permission of the Rgd and of the owner of the building as far as necessary on the basis of the conditions of the underlying lease agreement Eurojust shall have the right, at its expense, to make any alterations to the Premises that it considers necessary. The Rgd shall not withhold its permission on unreasonable grounds. If permission of the owner of the building is needed, Rgd will do its best to obtain this permission. Rgd shall render a decision within 21 calendar days of receipt of a request. In default of issuing a decision of authorisation, Eurojust shall be authorised to carry out the alterations as requested.

2. At any time during the term of this Agreement, Rgd and Eurojust may agree on what alterations to the Premises the latter shall be entitled to make without in each instance first obtaining the written permission of the former.

3. With the consent of Eurojust, Rgd shall have the right to make any alterations to the Premises it considers necessary. With a view to the conduct of Eurojust's business, Rgd's work schedule must be approved in advance in writing by Eurojust before the work is carried out.

4. Eurojust shall not be authorised to display or permit the display of commercial advertising material in or on the Premises or the building without prior written permission from the Rgd. This shall not apply to advertising relating to the purpose for which Eurojust uses the 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 this Agreement or at the end of the period referred to in subclause 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 the necessary permits are obtained, and ensure that the work is only 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 Eurojust. Eurojust shall not refuse permission on other than reasonable grounds and in compliance with the conditions of the underlying lease agreement.

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

1. Rgd shall be responsible for paying current and future dues relating to the actual use of the 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 on levied on the building both now and in the future.

2. Eurojust shall be responsible for paying frontage tax *(precario)*, refuse collection and waste disposal charges *(reinigingsrechten afvalstoffenheffing)*, sewage charges *(rioolrechten)* if they are linked to Eurojust's consumption figures, pollution of surface waters levy *(Verontreinigingsbijdrage Wet Verontreiniging Oppervlaktewateren)*, dues *(retributies)*, etc. if they are imposed for things put in place by or on behalf of Eurojust and dues relating to the occupancy permit issued by the municipality, and in so far as they are in accordance with the Seat Agreement.

3. Rgd shall be responsible for paying such property tax levied on the Premises both now and in the future as is charged to the owner of the building.

ARTICLE 12 UTILITIES

1. Eurojust shall be responsible for concluding contracts with service providers for the supply of water and energy at the Premises.

2. Eurojust shall be responsible for paying for water and energy consumed at the Premises, and any fixed charges and charges for meter hire.

ARTICLE 13 DAMAGE TO THE PROPERTY

1. Eurojust shall immediately take appropriate and proportionate steps to prevent or limit damage to the Premises. In addition, Eurojust shall notify Rgd immediately upon discovery of substantial damage.

2. Eurojust shall be liable to the Rgd for all damage caused to the Premises and consequential loss suffered by Rgd, including fire damage, if Rgd proves Eurojust or the people for whom

it is responsible are responsible for the damage. Consequential loss in this context shall include the costs incurred by Rgd in taking proportionate and reasonable steps to prevent or limit the said consequential loss.

3. Articles 11.1, 11.3, 11.5, 11.6, 11.8 and 11.9 of the General Terms and Conditions are not applicable.

ARTICLE 14 DAMAGE THROUGH/BY THE PROPERTY

1. Eurojust shall not be liable for damage caused through/by the Premises to third parties unless the source of this damage is related to the conduct of Eurojust's business or activities in or on the Premises.
2. Rgd shall be liable for damage and loss including consequential loss, suffered by Eurojust if this is due to fault or negligence of Rgd or people it is responsible for. If consequential loss has been suffered or is likely to be suffered, Eurojust shall take appropriate and proportionate steps to prevent or limit such loss as far as can reasonably be demanded of Eurojust in the given circumstances. Consequential loss in this context shall include the costs incurred by Eurojust in taking proportionate and reasonable steps.

ARTICLE 15 DEFAULT AND NOTICE OF DEFAULT

1. If a party fails to – properly and/or timely - fulfil one or more of its obligations under this Agreement, it shall only be in default once it has been given written notice 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 Eurojust fails to fulfil its obligation to pay rent on time it shall, at Rgd's request, pay the statutory interest for the relevant period provided Rgd sent the invoice in time.

ARTICLE 16 AUTHORITY TO SUSPEND OBLIGATIONS

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

ARTICLE 17 APPLICABLE LAW AND RESOLUTION OF DISPUTES

1. This Agreement shall be governed by the national substantive law of the Kingdom of the Netherlands.
2. In the event of a dispute connected with this Agreement or related arrangements, the advice of the Government Buildings Disputes Committee shall be sought.
3. Until such time as the Government Buildings Disputes Committee issues its advice, the parties may agree in writing that they shall consider this advice binding. In the absence of a written agreement that the parties consider the advice binding, any dispute arising out of or relating to this Agreement, or the breach, termination or invalidy thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of the signing of this Agreement.
4. A dispute exists if one of the parties has notified the other thereof in writing.

ARTICLE 18 ADRESSES FOR NOTICE

1. The addresses for notices for Rgd and Eurojust shall be set forth on the first page of this Agreement.
2. Any change in address for notices shall be given by either party at least 14 days prior to any such change.

ARTICLE 19 ACCESS TO THE PREMISES

1. Access to the Premises requires the consent of Eurojust. Where access to the Premises is necessary for the purpose of efficient management, Eurojust shall grant access on reasonable grounds to Rgd's staff and/or persons engaged by the Rgd directly or indirectly

   to carry out work in or on the Premises. If the Premises are leased by the Rgd, the persons referred to above shall include the owner of the building under an underlying lease agreement and/or persons engaged by the owner of the building under an underlying lease agreement directly or indirectly to carry out work in or on the Premises. The time of access shall be set in agreement with Eurojust.

2. In the event of a proposed sale, any viewing of the Premises shall take place solely after prior consent of Eurojust in the presence of a representative of both parties. The time of the viewing shall be set in agreement with Eurojust.

ARTICLE 20 RIGHT OF FIRST REFUSAL

1. If any space in the building becomes vacant during the lease, Eurojust will have a right of first refusal to lease the said space. The Rgd shall send Eurojust a written proposal to lease the vacant space. Eurojust will notify the Rgd in writing whether or not Eurojust wants to make use of its right of first refusal within one month after the date of receipt of the proposal by the Rgd. If Eurojust does not want to make use of its right of first refusal, the Rgd is free for a period of 6 months to lease out the vacant space to a third party, but not on better conditions than the conditions on which the space was offered to Eurojust. After the period of 6 months the Rgd will offer Eurojust the vacant space again.

   If Eurojust makes use of its right of first refusal, the new space will become part of the Premises, which means the lease will last as long as the remaining duration of this Agreement.

2. Rgd is not allowed in any case to rent out space in the building, to a third party without prior written approval of Eurojust. The Rgd is allowed to rent part of the building to governmental organizations unless Eurojust proves that the said organizations could harm or conflict with the reputation, credibility or independence of Eurojust.

3. Should any Premises be rented to a user other than the one Eurojust agreed to share it with at the date of the entry into force of the present Agreement, the responsibility of security arrangements should be rearranged.

ARTICLE 21 ENTRY INTO FORCE

This Agreement shall enter into force one day after the date of signature of the last contracting Party.

Done and signed in duplicate,

The Hague,

d.d. 11-12-08

SIGNATURE

The Hague,

d.d. 08/12/15

Eurojust

Mr. J.J.J.M.M. Vos