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LIMITE

PESC **247**
COADM **3**

NOTE

From : The General Secretariat

To : Delegations

Previous Document Number: 11596/97 PESC 190 COADM 7

Subject : "Abuja" Additional Memorandum of Understanding

Delegations will find attached hereto the text of the Additional Memorandum of Understanding of the "Abuja" Project as provided for in Article 11 of the initial Memorandum of Understanding.

This text includes six annexes, namely:

- Annex 1: Scheme design and specifications
 - Annex 2: Plan of the combined plot
 - Annex 3: Certificate of Occupancy
 - Annex 4: Abuja Lease Agreement
 - Annex 5: Plans showing different use of areas
 - Annex 6: Construction costs and fees
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ADDITIONAL
MEMORANDUM OF UNDERSTANDING

THE MINISTRIES OF FOREIGN AFFAIRS of the following Member States of the European Union:

THE FEDERAL REPUBLIC OF GERMANY,

THE ITALIAN REPUBLIC,

THE HELLENIC REPUBLIC,

THE KINGDOM OF THE NETHERLANDS,

THE FRENCH REPUBLIC,

THE REPUBLIC OF AUSTRIA,

represented by their respective Permanent Representatives to the European Union together with the Commission representing the European Communities within the framework of Article 211 ECT,

hereinafter collectively referred to as "the participating partners",

Having regard to the Common Position, defined on the basis of Article J.2 T.E.U., of 6 October 1995 on co-location of diplomatic missions.

- (1) WHEREAS following the decision of the Government of Nigeria to transfer its capital from Lagos to Abuja, the participating partners have decided to transfer their diplomatic missions and the delegation of the Commission to Abuja and to co-locate them in one area (hereinafter referred to as the "Embassy Complex"), to build and use joint support services and to extend the Cupertino between them to other suitable areas;
- (2) WHEREAS to that end the participating partners entered into a Memorandum of Understanding signed in Luxembourg on 18 April 1994 ("Initial Memorandum of Understanding");
- (3) WHEREAS following the accession of the Republic of Austria, the Republic of Finland and the Kingdom of Sweden to the European Union, those States have acceded to the Initial Memorandum of Understanding and become participating partners by virtue of the Protocol supplementing, following accession, the Initial Memorandum of Understanding concerning the co-location of the diplomatic missions of certain Member States and the Commission representation in Abuja signed on 6 March 1996;
- (4) WHEREAS Article 11 of the Initial Memorandum of Understanding provided that on the basis of the results of the preparations undertaken by the Commission, an additional Memorandum of Understanding should be concluded by all participating partners covering the detailed building design, sharing of costs and individual participating partners' legal interests in the premises on completion of the project;

- (5) WHEREAS an international competition was held to select a plan for the Embassy Complex; whereas the design prepared by the firm of architects Messrs Dissing and Weitling a/s/COWI was chosen unanimously by the selection board; whereas the participating partners have agreed on their requirements for the Embassy Complex as set out in the scheme design drawn up by Messrs Dissing and Weitling/COWI;
- (6) WHEREAS according to Article 4 of the Initial Memorandum of Understanding the Embassy Complex will be divided into the following distinct parts: individual parts, for the exclusive use by one participating partner; common areas, for use by all participating partners, including such matters as joint support services and recreational facilities; public areas, for use by all participating partners and open to visitors;
- (7) WHEREAS in response to the Commission action undertaken under Article 3 of the Initial Memorandum of Understanding the Federal Government of Nigeria has offered to grant to the participating partners a common Certificate of Occupancy for the Embassy Complex in respect of combined plot No 1025 in the Central Business District, Abuja;
- (8) WHEREAS the participating partners consider as appropriate that the combined plot should be registered under the name of a single holder; whereas it is considered that the European Community represented by the Commission should be the registered holder; whereas it is necessary to specify the rights and duties of the respective partners;

- (9) WHEREAS pursuant to Article 4(a) and in the spirit of Article 5 of the Initial Memorandum of Understanding the chanceries of the Member States and the offices of the Commission delegation should be held exclusively by the individual participating partner; whereas this can be achieved by means of contractual arrangements among the participating parties;
- (10) WHEREAS the legal interests in the Embassy Complex should be set out in this Memorandum of Understanding, together with supplementary or amending instruments relating to the accession of new participating partners;
- (11) WHEREAS it is necessary to provide for the allocation of the costs involved in the construction of the Embassy Complex; whereas in that respect it is necessary to provide for the establishment of a fund for that purpose;
- (12) WHEREAS it is necessary to provide for a procedure for the resolution of disputes arising under the terms of the Initial Memorandum, this Additional Memorandum or any of the instruments arising thereunder; whereas, as regards any dispute, it is appropriate to provide for an arbitration procedure,

HAVE REACHED THE FOLLOWING ADDITIONAL UNDERSTANDINGS:

SECTION I

BUILDING DESIGN

ARTICLE 1

Selection, award of contract, final decision

1. The scheme design for the Embassy Complex prepared by Messrs Dissing and Weitling/COWI and set out in Annex 1 is hereby approved.
2. The Commission, in its capacity as project co-ordinator as defined in Article 10 of the Initial Memorandum, is authorised to instruct Messrs Dissing and Weitling to prepare the detailed design, product information, bill of quantities and all necessary tendering documents in consultation with the steering committee set up by Article 11 of the Initial Memorandum of Understanding (the "steering committee"). Adjustments to the plans and specifications shall be approved by the steering committee.
3. The participating partners shall keep the whole project under review and no further step save as specifically authorised in the present memorandum of understanding shall be undertaken without their unanimous approval. In particular, no construction shall be commenced until after the participating partners have:

- (i) unanimously approved the detailed construction plans and the financing of the common and public areas,
- (ii) received a financial memorandum prepared by the Commission stating the estimated costs of the project broken down according to each participating partner.

SECTION II

LEGAL INTERESTS

ARTICLE 2

Legal tenure of the land

1. The participating partners agree that they will share in a single combined plot of land No 1025 (the "combined plot") forming the site of the Embassy Complex. A plan of the combined plot is set out in Annex 2. A copy of the appropriate Certificate of Occupancy is attached at Annex 3.

2. It is agreed that the combined plot shall be held in the name of the European Community. The European Community will enter into a leasing agreement with each of the participating partners which will guarantee sole and exclusive use of their individual parts of the Embassy Complex and their rights and obligations in relation to the common areas and the public areas. The form of this leasing agreement is set out in Annex 4.
3. The European Commission, on behalf of the European Community, is hereby authorised to sign the necessary legal documents with the competent Nigerian authorities relating to the Certificate of Occupancy of the land and to any other necessary arrangements on behalf of the participating partners.
4. Any new participating partners shall be assimilated to the position of existing participating partners as regards sharing in the combined plot, subject to such compensatory payment as may be agreed between the new participating partners and the existing partners and subject to any consents that may be necessary from the Nigerian authorities.
5. In the event of a decision to renounce, transfer or alienate the combined plot the net proceeds, if any, shall be allocated amongst the participating partners at the relevant time in accordance with the formula set out in Article 8.

ARTICLE 3

Building

Subject to the decision provided for in Article 1(3), a common Embassy Complex shall be built on the plot provided for in Article 2. Such Complex shall comprise the elements set out in Annex 1.

ARTICLE 4

Allocation of areas

1. Subject to Article 2, it is agreed that the combined plot shall be allocated amongst the participating partners on the basis of areas of exclusive use, areas for common use and areas for public use, as indicated in Annex 1 and in Annex 5.

2. The European Community shall confer on all participating partners the power to occupy, use and enjoy the land and improvements constructed or made to the combined plot, in accordance with Articles 4 to 8 and with Annex 5. In particular, the Commission, on behalf of the European Community, shall sign individual leasing agreements in the form set out in Annex 4 with the participating partners.

ARTICLE 5

Exclusive areas

1. Exclusive areas are: the chanceries of the Member States and the Commission delegation, together with their immediate surroundings, as identified in Annex 1 and in Annex 5.

2. Exclusive areas shall be vested exclusively in the relevant participating partner which shall be solely responsible for maintenance and upkeep, except as regards mutual walls, roofs, foundations, stairs, garages, corridors, electromechanical infrastructure (such as, *inter alia*, elevators, generators, general installations for water, electricity, air conditioning, communications, etc.), which shall be the joint responsibility of the participating partners concerned.

3. Each participating partner shall enjoy an unrestricted right of use of its area, subject to:
 - (i) the preservation of the external appearance, safety and structure of the buildings;
 - (ii) the rights of other participating partners.

In particular, any subdivisions or extensions to an exclusive area will be subject to the agreement of all participating partners, and shall be based on the indicative plan drawn up by Messrs Dissing and Weitling/COWI (Annex 5).

4. An exclusive area may be transferred together with the corresponding share in the Embassy Complex provided for in Article 8.

ARTICLE 6

Common areas

Common areas are: the management and public relations building, the service and logistics area, the recreation facilities, and those parts of the Visa-section building which are not public areas, as identified in Annex 1 and in Annex 5.

Common areas shall be vested in all the participating partners collectively; they shall share the costs according to the formula in Article 8.

Each of the participating partners shall be entitled to unrestricted use of the common areas, provided this is consistent with its character as a common area.

ARTICLE 7

Public areas

Public areas are: the entrance, the gardens, the roads, the square and the public parts of the Visa-section building, as identified in Annex 1 and in Annex 5.

Public areas shall be vested in all the participating partners collectively; they shall share the costs according to the formula in Article 8.

Each of the participating partners shall be entitled to unrestricted use of the public areas, provided that this is consistent with its character of public area.

ARTICLE 8

Sharing the Embassy Complex

1. Each participating partner shall share the Embassy Complex and the expense of the financing, the construction and management thereof in proportion to the surface area foreseen for its exclusive use, in accordance with the following formula (see also Annex 6):

Participating partner	Surface area for exclusive use, m ²	Share, % Total	Share, % Visa
Commission	1 167	17,57	---
Austria	497	7,48	9,08
France	1 368	20,59	24,98
Germany	1 472	22,16	26,88
Greece	591	8,90	10,79
Italy	786	11,83	14,35
Netherlands	762	11,47	13,92
TOTAL	6 643	100,00	100,00

2. Where Article 5(4) applies the remaining participating partners shall have an option to take over the relevant area and share. The provisions of Article 15 of the Initial Memorandum of Understanding shall apply mutatis mutandis in this respect.
3. Such transfer or alienation shall include both rights and obligations attached to the corresponding share, and shall include joint liability of the transferring partner and its successor towards the other participating partners.

SECTION III

RULES CONCERNING MANAGEMENT

ARTICLE 9

Management Committee

1. A Management Committee shall be set up consisting of one representative from each participating partner. It shall be chaired by the Commission.

2. After consultation of the Management Committee, the Commission shall have the authority to appoint an executive manager to serve as Secretary for the Management Committee for a period of three years renewable.
3. The control and management of the Embassy Complex shall be the responsibility of the Management Committee. The expenses related to the functioning of the Management Committee shall be charged to the special fund referred to in Article 11.
4. In addition, the Management Committee shall promote the various cooperation activities provided for under Article 9 of the Initial Memorandum of Understanding.
5. The Management Committee shall adopt its own rules of procedure and also detailed rules for the day-to-day management of the Embassy Complex. These rules shall comprise security arrangements for the various areas as well as rules for the management of the infrastructures and communications facilities.
6. The Management Committee shall have the right to delegate any of its functions and powers to expert committees. The Management Committee shall define the scope of functions and powers that may be delegated, as well as the status and number of members of such expert committees in its rules of procedure.

7. When exercising its powers under this Article, the Management Committee shall decide unanimously on questions concerning the exercises of diplomatic privileges and immunities. On all other questions, the Committee shall decide by majority vote of its members.

SECTION IV

ARRANGEMENTS FOR THE CONSTRUCTION PHASE

ARTICLE 10

Principle

1. The costs of constructing each individual chancery shall be borne by the participating partner concerned, who shall also, in co-ordination with the architects referred to in Article 1, supervise or arrange to have supervised the execution of the works regarding the construction thereof, and shall agree to take possession upon completion of the works to its satisfaction.

2. The cost of constructing and laying out the common parts of the Embassy Complex shall be borne by the participating partners according to the formula set out in Article 8.
3. Participating partners shall co-ordinate their activities during the construction phase.

ARTICLE 11

Fund

1. The parts of the project coming under joint ownership shall be financed through a special fund to be set up and managed by the Commission, which is hereby authorised to proceed to payments on behalf of the participating partners.
2. An initial contribution amounting to 10% of the estimated total shared costs from the approved "Scheme Design" shall be paid following approval of the detailed plans.

Subsequent contributions shall be paid on the basis of a financial plan drawn up by the Commission in accordance with a provisional timetable for completion of the works. The financial plan shall be approved by the Steering Committee.

3. Contributions to the fund shall be called for by the Commission following consultation with the participating partners in the light of the progress on the ground of the construction work and shall be payable within 60 days from the date of issuing the call. Failure to pay within such time shall give rise to an extra payment of interest at 6% per annum. A defaulting partner shall be liable for any penalty or extra costs which may arise under the contracts as a result of such delay.
4. Two financial auditors shall be appointed by the Steering Committee in order to audit the Funds' accounts. One of the said auditors shall be nominated by the Commission among its financial control staff, the other shall be nominated by consent of the participating Member States. The auditors shall report to the Steering Committee once a year.
5. The financial controller of the special Fund shall be the financial controller of the Commission. He shall perform his duties in accordance with the Financial Regulation applicable to the general budget of the European Communities and the procedures for applying that Regulation. He shall be responsible for the monitoring, commitment and authorisation of all of the Fund's expenditure and also for the establishment and collection of all of the Fund's revenue. Monitoring shall be carried out by that official by means of inspection of the files relating to expenditure and revenue, and, if necessary, on the spot.

6. The Court of Auditors of the European Communities may be invited to examine the accounts of the Fund on an ad hoc basis.
7. The Steering Committee shall give a discharge to the Commission in respect of the management of the Fund.

SECTION V

MISCELLANEOUS AND FINAL PROVISIONS

ARTICLE 12

New participating partners

In the event that new participating partners accede to the Initial Memorandum of Understanding and this Additional Memorandum of Understanding the following shall apply:

- the exclusive areas shall be allocated by agreement;
- a share in the common areas shall be agreed with the existing participating partners;
- a share in the public areas shall be agreed with the existing participating partners;
- the new participating partners shall pay such sum by way of contribution to the cost of the land and buildings as shall be agreed with the existing participating partners;
- the new participating partners shall pay for the construction of their exclusive areas, for alterations to the common areas to accommodate them and any ancillary cost incurred as regards the public areas as shall be agreed with the existing partners;
- the allocation of contributions to the Fund referred to in Article 11 shall be adjusted in such manner as shall be agreed with the existing partners;
- any other incidental matters shall be agreed with the existing partners on a pro rata basis.

ARTICLE 13

Settlement of disputes

1. The participating partners undertake to use their best efforts in order to reach agreement on any dispute or question arising out of the construction, interpretation or application of this Additional Memorandum of Understanding. Should such efforts fail, and without prejudice to the provisions of Article 219 of the EC Treaty, any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this memorandum of understanding may be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organisations and States, as in effect on the date of signature of this memorandum of understanding.
2. The construction, interpretation and application of the terms of this Understanding itself shall be governed and interpreted in accordance with general principles common to the legal systems of the Member States of the European Community.

ARTICLE 14

Entry into force

This Additional Memorandum of Understanding shall be deposited with the General Secretariat Council of the European Union. It shall be provisionally applied from the first day of the second month after signature by all participating partners as well as the Commission of the European Community and it shall enter into force on the first day of the second month following the date on which the Ministries of Foreign Affairs of the participating partners as well as the Commission of the European Community have informed the depositary that their respective requirements have been fulfilled.

Annexes

- Annex 1: Scheme design and specifications
- Annex 2: Plan of the combined plot
- Annex 3: Certificate of Occupancy
- Annex 4: Abuja Lease Agreement
- Annex 5: Plans showing different use of areas
- Annex 6: Construction costs and fees

ABUJA LEASE AGREEMENT

AGREEMENT
BETWEEN
THE EUROPEAN COMMUNITY
REPRESENTED BY THE COMMISSION
("THE LANDLORD")

AND

[]
("THE TENANT")

WHEREAS:

- (a) The European Community and a number of its Member States (hereafter collectively referred to as the "Participating Partners") have decided to open diplomatic missions in Abuja, Nigeria, and to co-locate these missions in one single area ("the Embassy Complex") in accordance with a Memorandum of Understanding signed in Luxembourg on 18 April 1994 (the "Initial Memorandum of Understanding") [if appropriate, insert details of Additional Memorandum of Understanding]; following the accession of the Republic of Austria, the Republic of Finland and the Kingdom of Sweden to the European Community, these states have acceded to the Initial Memorandum of Understanding by virtue of a Supplementary Protocol;
- (b) The participating partners have agreed that title to the area of ground on which the Embassy Complex will be erected should be registered in the name of the European Community which will be the single holder of title to the property by virtue of a common Certificate of Occupancy granted by the Federal Government of Nigeria;

- (c) It is envisaged that the Embassy Complex will be divided into distinct parts these being: Individual parts for the exclusive use by one participating partner; Common areas for use by all participating partners; and Public areas for use by all the participating partners and open to visitors;
- (d) It is envisaged that certain legal obligations undertaken by the European Community under the Certificate of Occupancy will be assigned to and assumed by the Participating Partners under the terms of the Abuja Lease Agreements executed individually by the participating partner with the Landlord;
- (e) It is envisaged that the co-location of the diplomatic missions of the Participating Partners in the Embassy Complex will raise organisational issues which will require the incorporation of special provisions in the Abuja Lease Agreements executed individually by the participating partner with the Landlord;
- (f) It is envisaged that a Management Committee, consisting of the representatives of the participating partners, will control and manage the Embassy Complex as provided in the Annex of this document;

- (g) It is necessary to provide for the allocation of the costs involved in the construction and management including maintenance of the Embassy Complex.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION

1.1. Definitions

In this Agreement the following words and expressions shall, where the context so admits, be deemed to have the following meanings:

- 1.1.1. "THE ADDITIONAL MEMORANDUM OF UNDERSTANDING" means the memorandum concluded between on the [insert date];
- 1.1.2. "THE BUILDING" means the structure to be erected on the Premises as specified in detailed plans approved or to be approved by the Federal Capital Development Authority of the Government of Nigeria, or other competent authority and upon construction will become part of the Premises;

- 1.1.3. "CERTIFICATE OF OCCUPANCY" means the Certificate of Occupancy from the Host State under which the Landlord holds its interest in the Embassy Complex in the form set out in Annex 3 to the Additional Memorandum of Understanding;
- 1.1.4. "COMMENCEMENT DATE" means [];
- 1.1.5. "COMMISSION OFFICES" means the Individual part retained by the European Community as one of the participating partners for use as the offices of the Commission delegation and more particularly specified in Annex 5 to the Additional Memorandum of Understanding;
- 1.1.6. "COMMON AREAS" means the areas available for use by the Tenant in common with the Landlord and other tenants, and are more particularly specified in Annex 5 to the Additional Memorandum of Understanding;
- 1.1.7. "CONDUCTING MEDIA" means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains or any of them;

- 1.1.8. "EMBASSY COMPLEX" means the area of land, buildings and other structures situated within the area delineated in black and more particularly described in Annex 5 to the Additional Memorandum of Understanding;
- 1.1.9. "THE HOST STATE" means the Federal Republic of Nigeria represented by the Federal Government being the holder of the reversion by virtue of the Certificate of Occupancy relating to the Embassy Complex;
- 1.1.10. "THE LANDLORD" is the European Community, the holder of the Certificate of Occupancy, represented by the European Commission;
- 1.1.11. "THE MANAGEMENT COMMITTEE" means the committee specified in Clause 11 and in the Annex of this document, which forms an integral part of the present Agreement;
- 1.1.12. "OUTGOINGS" means all general rates, assessments and impositions of any nature whatsoever which shall at any time be charged, assessed or imposed on the Premises, directly or indirectly, and all other outgoings whatsoever (whether national municipal parochial or otherwise) which are now or may at any time in the future be payable, charged or assessed on property or the owner or occupier of property;

1.1.13. "THE PARTICIPATING PARTNERS" means; [insert designations of Member States and the European Commission]

1.1.14. "THE PREMISES" means the area of the Building described in Annex 5 to the Additional Memorandum of Understanding at Page --- , and includes:

- (a) the inside and outside of the windows and other lights and the frames, glass, equipment and fixtures;
- (b) the doors, frames, equipment, and fixtures and any glass relating to the doors of the Premises;
- (c) the internal plaster or other surfaces of loadbearing walls and columns within the Premises and of walls which form boundaries of the Premises;
- (d) the whole of non-loadbearing walls within the Premises;
- (e) the flooring, raised floors and floor screeds down to the joists or other structural parts supporting the flooring of the Premises;

- (f) the plaster or other surfaces of the ceilings and the whole of any false ceilings within the Premises and the voids between the ceilings and any false ceilings;
 - (g) all the Conducting Media within and exclusively serving the Premises;
 - (h) appurtenances, fixtures and rights demised by this Agreement;
 - (i) all machinery and plant situated within and exclusively serving the Premises;
- but excludes the structural parts of loadbearing framework, roof, foundations, joists and external walls and the Conducting Media and machinery and plant within but not exclusively serving the Premises;
- [Adjust to meet specifications of the building]

- 1.1.15. "PUBLIC AREAS" means the areas which are available for use by the Landlord and the Tenants and their visitors, more particularly described in Annex 5 to the Additional Memorandum of Understanding;

- 1.1.16. "THE TENANT" means the Member State executing this Agreement as one of the participating partners to share the Embassy Complex and includes the tenant's successors in title and assigns in whom the rights granted under this Agreement shall for the time being be vested;
- 1.1.17. "THE TENANTS" means all the Participating Partners other than the Landlord;
- 1.1.18. "THE TERM" means the term of years granted by this Agreement and any continuation or extension thereof.

1.2. Interpretation of Clauses and Schedules

- 1.2.1. The Clause and paragraph headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant, condition or proviso to which they refer.
- 1.2.2. The Annex to this Agreement is hereby incorporated as integral parts of this Agreement and shall be interpreted and applied as such.
- 1.2.3. Any reference to this Agreement includes any supplemental instrument amending its covenants.

1.3. Singular and plural meanings

Words in this Agreement importing the singular meaning shall, where the context so admits, include the plural meaning and vice versa.

2. GRANT OF RIGHTS

2.1. The Landlord grants the Tenant:

- 2.1.1. the right to occupy and enjoy on an exclusive basis the premises on the terms and conditions provided hereafter;
 - 2.1.2. the right to use the Common Areas and the Public Areas in connection with the use and enjoyment of the Premises as more particularly specified in Clauses 5 and 6;
- 2.2. The Term of this Agreement shall be a period of years commencing on the Commencement Date.

3. CONDITION PRECEDENT

- 3.1. Notwithstanding the provisions of Clause 2, the grant of this Agreement is conditional upon the Tenant making the required contributions to the construction of the Building as specified in the Additional Memorandum of Understanding.

4. OBLIGATIONS AND COVENANTS OF THE TENANT

4.1. Occupation of the Premises

- 4.1.1. The Tenant shall not make or permit to be made any addition or alteration to the Premises except in accordance with plans and specifications approved by the Management Committee and as necessary by the Federal Capital Development Authority of the Federal Government of Nigeria or any other agency exercising the powers of this body.
- 4.1.2. The Tenant will not allow the Premises to remain unoccupied for any period exceeding six months at any one time or eight months in any period of one year.

4.1.3. The Tenant undertakes to participate in the Management Committee, details of which are set out in Article 11 hereafter, and document annexed hereto, to whom the responsibility for the day-to-day administration of the Embassy Complex is given.

4.2. Rent

The Tenant undertakes to pay to the Landlord, or the person nominated by him, for the Term of the Agreement the proportion of rent at the rate of [insert figure] per annum applicable for the period, from the Date of Commencement to the thirty-first day of December [199] within [two months of the Date of Commencement] and thereafter to pay:

- 4.2.1. an annual rent of [insert figure] payable in advance on the first day of January in each year;
- 4.2.2. the revised rent as hereinafter provided; and
- 4.2.3. the annual rent and the revised rent at the times and in the manner required by the Landlord as intimated to the Tenant by notice.

4.3. Rent Review

- 4.3.1. For the purpose of the rent to be paid under this Agreement, the Term of the Agreement shall be divided into periods of [insert figure] years and the Landlord, in consultation with the Management Committee, may, as near as may be convenient to the expiry of each period of [insert figure] years, revise the rent and fix the sum which shall be payable for the next period of [insert figure] years or, if less than [insert figure] years of the term shall remain, for the remainder of the term.
- 4.3.2. If the Landlord revises the rent, it shall cause a Notice to be sent to the Tenant informing him of the revision of the rent and the Tenant shall within one month of the date of the receipt of such Notice or within seven days of the commencement of the period for which the rent has been revised, whichever is the later, without further demand pay to the Landlord or other person nominated by him, the difference between the unrevised rent and the revised rent for the period (if any) between the date of the revision and the thirty-first day of December in the year then current and thereafter the Tenant shall pay in advance on the first day of January in each year without demand to the Landlord the revised rent in lieu of the rent previously prevailing.

4.4. Arrears of Rent

If the annual rent for the time being payable in respect of the Agreement shall remain unpaid for a period of three months from the due date, whether the same shall or shall not have been legally demanded, the Landlord shall be entitled to hold and enjoy the Premises as if the right of occupancy had not been granted but without prejudice to any right of action or remedy available to the Tenant for any antecedent breach of a covenant or condition of this Agreement by the Landlord.

4.5. Payment of Outgoings and Charges

The Tenant undertakes:

- 4.5.1. On demand by the Landlord to pay and discharge all Outgoings incurred by him in respect of the Premises;
- 4.5.2. Without demand by the Landlord to pay all survey fees, registration fees and other charges due in respect of the preparation, insurance and registration of any documents in respect of the completion of formalities in connection with the completion or, if necessary, registration of this Agreement with the relevant authorities;

4.5.3. To pay for all water, electricity and other utilities consumed on the Premises and all charges for meters and all standing charges.

4.6. Payment of Insurance Premium

The Tenant undertakes to pay the due proportion of the insurance premiums incurred with respect to the insurance of the Premises and its share of the common areas against those risks deemed necessary by the Management Committee.

4.7. Payment of Management and Service Charges

The Tenant undertakes to pay to the Management Committee the due proportion of the management and service charges and to observe and perform the obligations relating to the management and service charges and services as set out in the document annexed to this Agreement.

4.8. Repairs

The Tenant agrees:

- 4.8.1. To maintain the Premises in good and substantial repair to the satisfaction of the Management Committee in whose absolute discretion such an assessment shall be made and this obligation extends to all improvements and additions to the Premises and all fixtures and fittings and appurtenances of whatever nature affixed or fastened to the Premises;
- 4.8.2. To clear and keep the Premises clear of deposits of rubbish and other unwholesome matter and to keep the same in all respects in a clean and sanitary condition and for such purposes to do and execute all such acts and works as the Management Committee may require;
- 4.8.3. To conform to all federal, national and local laws, bye-laws and other rules having legal effect laid down from time to time by the national or local governments in Nigeria in regard to the location of buildings, refuse, pits, lavatories and other sanitary conditions.

4.9. Yield up in repair at the end of the term

At the expiration or earlier determination of the Term or at such later time as the Landlord recovers possession of the Premises from the Tenant, the Tenant shall:

- 4.9.1. quietly yield up the Premises (together with all additions and improvements to the Premises, including the Building, in good and substantial repair to the satisfaction of the Landlord);
- 4.9.2. to make good to the satisfaction of the Landlord all damage to the Premises and the Building resulting from the removal of the Tenant's belongings from the Premises;
- 4.9.3. to indemnify the landlord in respect of any costs or liabilities incurred in the surrender of the Certificate of Occupancy at its expiry to the Nigerian authorities.

4.10. Alterations

4.10.1. The Tenant shall not:

- 4.10.1.1. make any alterations or additions to or affecting the structure or exterior of the Premises or the appearance of the Premises as seen from the exterior;
- 4.10.1.2. make any other alterations or additions to the internal structure of the Premises without the express permission of the Management Committee.
- 4.10.2. The Tenant shall, at the expiration or earlier determination of the Term if and to the extent required by the Landlord in consultation with the Management Committee reinstate the Premises to the same condition as they were in at the grant of rights under this Agreement such reinstatement to be carried out under the supervision and to the reasonable satisfaction of the Management Committee.
- 4.10.3. The Tenant shall ensure that any alterations or additions to the Premises permitted by the Management Committee under Clause 4.10.1.2 shall be carried out only by a contractor approved by the Management Committee.

4.11. Absolute Prohibition on Alienation and Sub-letting

4.11.1. The Tenant shall not alienate the right of occupancy hereby granted under this Agreement or any part thereof by sale, assignment, mortgage, transfer of possession, sub-lease or bequest or otherwise without the consent of the Landlord after consultation of the Management Committee.

4.12. Use of the Premises for Exclusive Use as a Diplomatic Mission

The Tenant shall not use the Premises otherwise than as diplomatic and consular premises.

4.13. Restrictions Affecting Use of the Premises

The Tenant accepts that the Premises will not be used for any of the following purposes and activities:

- 4.13.1. The storage on the Premises of any petrol or other specially inflammable explosive or combustible substance.
- 4.13.2. To carry out activities which may be or grow to be a nuisance, annoyance, disturbance, inconvenience or damage to the Landlord or the other tenants of the Embassy Complex.
- 4.13.3. To load or use the floors, walls, ceilings or structure of the Premises or the Premises in any manner which will cause strain, damage or interference with the structural parts, loadbearing framework, roof, foundations, joists and external walls of the Premises.
- 4.13.4. To overload the lifts, electrical installation or Conducting Media in the Premises.
- 4.13.5. To do or omit to do anything which interferes with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Premises.

- 4.13.6. To do anything whereby any policy of insurance including or in any way relating to the Premises taken out by the Management Committee may become void or voidable or whereby the rate of premium thereon and on the remainder of the Embassy Complex may be increased.
- 4.13.7. To allow any person to sleep in the Premises nor to use the Premises for residential purposes.
- 4.13.8. To place obstructions in the passages, corridors, staircases, lavatories, access ways and service areas serving or demised with the Premises.
- 4.13.9. To permit the drains to be obstructed by oil, grease or other deleterious matter but to keep the Premises thoroughly cleaned and the drains serving the Premises as often as may be necessary.
- 4.13.10. To use any portion of the access roads or service area for the parking of vehicles otherwise than during the course of loading and unloading nor to carry out any repairs or maintenance to vehicles on the road or service road.

4.13.11. To observe and perform or cause to be observed and performed the rules and regulations from time to time made by the Management Committee in connection with the orderly and proper use of the Common Parts and also in connection with the security of the Premises.

[Adjust terms to suit the type of building]

4.14. Claims Made by Third Parties

The Tenant undertakes to indemnify the Landlord against any claims, proceedings or demands and the costs and expenses so incurred which may be brought against the Landlord by any employees, workpeople, agents or visitors of the Tenant in respect of any accident, loss or damage whatsoever to person or property howsoever caused or occurring in or upon the Premises.

4.15. Certificate of Occupancy Covenants

4.15.1. The Tenant undertakes not to do any act, matter or thing which would constitute a breach, non-observance or non-performance of the covenants on the part of the Landlord and the conditions contained in the Certificate of Occupancy.

- 4.15.2. If the Tenant does or proposes to do any matter or thing for which the consent of the Host State shall be required, the Tenant shall bear and indemnify the Landlord against the cost of obtaining such consent together with all incidental surveyors, professional or other fees and disbursements.
- 4.15.3. The Tenant will be jointly and severally liable with the Landlord for any breach of the obligations contained in the Certificate of Occupancy perpetrated by the Tenant, or his employees or agents.

5. RIGHTS OF ACCESS OF THE TENANT TO COMMON AREAS

- 5.1. The right to use and access the Common Areas is collectively vested in the Participating Partners and personnel accredited to the Tenants' diplomatic mission and the Commission delegation and exceptionally other persons who must be both authorised by one of the Participating Partners and approved by the Management Committee. These persons shall, subject to Clause [5.4] have an unrestricted right to access and use the Common Areas for the purposes of engaging in activities which are consistent with the character of the Common Area.

- 5.2. The Common Area shall at all times be subject to the exclusive control and management of the Management Committee and the Management Committee shall have the right from time to time to establish, modify and enforce reasonable non-discriminatory rules and regulations with respect to the Common Area.
- 5.3. The Management Committee shall have the right to construct, install, operate, maintain, police, repair, replace, clean and service any and all facilities which constitute part of the Common Areas.
- 5.4. The Management Committee shall be entitled to restrict access to the Common Areas for temporary periods for the purpose of discharging any of its duties relating to security in the Common Areas.

6. RIGHTS OF ACCESS OF THE TENANT TO PUBLIC AREAS

- 6.1. The right to use and access the Public Areas is collectively vested in the Participating Partners and personnel accredited to the Tenants' diplomatic mission and the Commission Offices and visitors authorised by any of the Participating Partners and they shall, subject to Clause [6.4] have an unrestricted right to access and use of the Public Areas for the purposes of engaging in activities which are consistent with the character of the Public Area.

- 6.2. The Public Area shall at all times be subject to the exclusive control and management of the Management Committee and the Management Committee shall have the right from time to time to establish, modify and enforce reasonable non-discriminatory rules and regulations with respect to the Public Area.
- 6.3. The Management Committee shall have the right to construct, install, operate, maintain, police, repair, replace, clean and service any and all facilities which constitute part of the Public Area.
- 6.4. The Management Committee shall be entitled to restrict access to the Common Area for temporary periods for the purpose of discharging any of its duties relating to security in the Public Area.

7. ARBITRATION OF DISPUTES BETWEEN TENANTS

- 7.1. If any dispute or disagreement shall at any time arise between the Tenant and another Tenant or more than one Tenant or with the Landlord, in the capacity of a participating partner, relating to the Premises or the Embassy Complex the dispute or disagreement shall from time to time be settled and determined by the Management Committee to the extent that such dispute or disagreement falls within the powers of the Management Committee.
- 7.2. Notwithstanding anything contained in clause 7.1 above, any dispute or question or issue whatsoever affecting the contractual relationship between the Landlord and the Tenant arising from this Agreement including the interpretation and application of this Agreement and performance of the Tenants' obligations to the Landlord shall be determined and settled by the procedure agreed hereunder in clause 12.2 of this Agreement.

8. LANDLORD'S COVENANTS

- 8.1. The Landlord hereby covenants with the Tenant:

- 8.1.1. Not to do any act, matter or thing which would constitute a breach, non-observance or non-performance by the Landlord of the conditions of the Certificate of Occupancy;
- 8.1.2. To act in the best interests of the Tenants in maintaining good relations with the Host State;
- 8.1.3. That the Tenant paying the rents and performing the Tenant's covenants reserved by and contained in this Agreement may lawfully and peaceably enjoy the Premises throughout the Term without any lawful suit, eviction or interruption by the Landlord or by any person or body lawfully claiming through, under or as an agent of the Landlord;
- 8.1.4. To pay the rent reserved by and observe and perform the covenants on the part of the Landlord and the conditions contained in the Certificate of Occupancy except insofar as the covenants fall to be observed and performed by the Tenant by reason of the obligations on the part of the Tenant contained in this Agreement;

- 8.1.5. To act, provide, sign and execute document or documents in respect of any demands, submissions or requests to be made to the Host State, whether pursuant to the provisions of the Certificate of Occupancy or otherwise, at the request of the Management Committee to implement its decisions;
- 8.1.6. To cooperate as necessary with the Management Committee in carrying out its functions pursuant to the terms of this Agreement;
- 8.1.7. To hold the portions of the Embassy Complex retained by the Landlord (Commission Offices) as one of the Participating Partners and to use the Common Area and Public Area consequent to such occupation on equivalent terms and conditions as those applicable to the Tenants in respect of their Premises under the Abuja Lease Agreements (including but not limited to the obligation to pay charges determined by the Management Committee, participate in the Management Committee and abide by the decisions taken therein and the obligation to bear the rent at an equivalent rate per square meter and all other outgoings, charges specified under the terms of the annexes to this Agreement).

9. REVOCATION OF THE AGREEMENT ON THE TENANT'S DEFAULT

- 9.1. In consultation with the Management Committee, the Landlord may, in addition to any other rights and remedies he may have under this Agreement or in law, rescind the rights granted under this Agreement by giving notice to that effect to the Tenant on the occurrence of any of the following events:
 - 9.1.1. If all or any part of the rents reserved by this Agreement shall be unpaid for _____ after any of the days when they become due for payment (whether or not they shall have been lawfully demanded);
 - 9.1.2. If the Tenant is responsible for any breach, direct or indirect, of any law or bylaws and in particular the Land Use Act 1978, of the Host State as in force from time to time and applicable to the Embassy Complex;
 - 9.1.3. If the Tenant has contravened any of the terms and conditions contained in the Certificate of Occupancy;

- 9.1.4. The Tenant has failed to perform his obligations under this Agreement in any material respect which is not capable of remedy or, if the breach is capable of remedy, has not been remedied after receipt of Notice from the Landlord or the Management Committee specifying the particular breach complained of and requiring the Tenant to remedy the breach within a reasonable period of time.
- 9.2. Notwithstanding revocation of the agreement on the basis of the provisions of this Clause, or revocation for any other reason howsoever, the obligations imposed on the Tenant under this Agreement will continue in full force and effect and the Landlord may rely on its rights under this Agreement against the Tenant.

10. NOTICES, CONSENTS AND APPROVALS

- 10.1. Any notice served under or in connection with this Agreement shall be in writing and be properly served on the Tenant at the address of the Premises.
- 10.2. Any consent or approval under this Agreement shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing.

11. MANAGEMENT COMMITTEE

- 11.1. The Landlord hereby assigns to the Participating Partners collectively acting through the Management Committee in accordance with this Agreement, all responsibility for management and maintenance of the Embassy Complex and the Landlord (subject to the provisions of Clause 8) shall have no further responsibility in connection herewith and shall be held harmless by the Tenants on an indemnity basis in respect of all claims arising.
- 11.2. The Tenant expressly consents to the assignment of the Landlords responsibility and authority pursuant to the provisions of Clause 11.1 and hereby agrees that the Tenant shall have no claim or recourse against the Landlord in respect of any acts or omissions of the Management Committee, which for purposes of this Clause 11.2 shall be deemed to act on behalf of the Tenants.
- 11.3. The Tenant agrees:
 - 11.3.1. To the establishment and operation of the Management Committee in accordance with the procedures specified in the document annexed to this Agreement;

- 11.3.2. That the Tenant shall execute an agreement with the other Participating Partners of the Embassy Complex in the form set out in the document annexed hereto in connection with the control and management of the Embassy Complex and the establishment and operation of the Management Committee;
- 11.3.3. That the Tenant will abide by the conditions of document which are incorporated as part of the terms and conditions of this Agreement.

12. APPLICABLE LAW AND PROVISIONS FOR ARBITRATION

- 12.1. The construction, interpretation and application of the terms of this Agreement shall be governed and interpreted in accordance with general principles common to the legal systems of the Member States of the European Community.

- 12.2. The parties to this Agreement undertake to use their best efforts in order to reach agreement on any dispute or question arising out of the construction, interpretation and application of this Agreement. Should such efforts fail, and without prejudice to the provisions of Article 219 of the EC Treaty, any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, may be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organisations and States, as in effect on the date of signature of this Agreement.

Signed for and on behalf of the parties by their respective representatives

Annex to the Abuja Lease Agreement

WHEREAS

- (a) The European Community and a number of its Member States ("the Participating Partners") decided to open diplomatic missions in Abuja, Nigeria and to locate these facilities in one single area known as the Embassy Complex;
- (b) The Participating Partners on 18 April 1994 concluded an Initial Memorandum of Understanding and on an Additional Memorandum of Understanding in relation thereto;
- (c) The title to the area of ground on which the Embassy Complex will be erected will be held by the European Community under a Certificate of Occupancy granted by the Federal Government of Nigeria;

- (d) The European Community (represented by the European Commission) in the capacity of Landlord has entered into sub-leases ("the Abuja Lease Agreements") with each of the other Participating Partners as tenants ("the Tenants");
- (e) The Abuja Lease Agreements provided that the individual Participating Partners would be solely responsible for the Exclusive parts under his occupation;
- (f) The European Commission has agreed to occupy and enjoy the Exclusive part, the Commission Offices on terms and conditions equivalent to those applicable to the Tenants of the Embassy Complex;
- (g) The Participating Partners have agreed to assume collective responsibility for the management and control of the Embassy Complex and limit the obligations and liabilities of the European Community (represented by the European Commission) to those applicable to the Tenants of the Embassy Complex;

- (h) The Abuja Lease Agreements provided for the conclusion of a document between the Participating Partners relating, *inter alia*, to the establishment of the Management Committee, its composition, powers and terms of reference;
- (i) Article 9(5) of the Additional Memorandum of Understanding provides that the Management Committee shall adopt its own rules of procedure and also detailed rules for the day-to-day management of the Embassy Complex;
- (j) Article 9 of the Initial Memorandum of Understanding provides that the Management Committee shall promote the various cooperation activities;
- (k) Article 9(6) of the Additional Memorandum of Understanding provides that the Management Committee shall have the right to delegate any of its functions and powers to expert committees.
- (l) It is envisaged in Article 9(2) of the Additional Memorandum of Understanding that the Commission may appoint an executive manager to serve as Secretary for the Management Committee.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. Interpretation

1.1. Definitions

Unless otherwise herein defined hereto, the words and expressions shall, where the context so admits, have the meanings assigned in the Abuja Lease Agreements.

1.2. Interpretation of Clauses and Schedules

1.2.1. The clause and paragraph headings hereto are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant, condition or proviso to which they refer.

1.3. Singular and plural meanings

Words hereto importing the singular meaning shall, where the context so admits, include the plural meaning and vice versa.

PART 1

The Management Committee

2. Functioning of the Management Committee
 - 2.1. On the completion of the construction work, the Management Committee, set up under the provisions of Article 9(1) of the Additional Memorandum of Understanding, shall assume the responsibility for the control and management of the Embassy Complex.
 - 2.2. The Management Committee shall be chaired by the Commission as provided in the Additional Memorandum of Understanding or by a person nominated by the Commission.
 - 2.3. The Management Committee may delegate such powers as it deems fit to the executive manager, if any, appointed by the Commission in exercise of the right provided in Article 9(2) of the Additional Memorandum of Understanding.

2.4. In carrying out its functions and exercise of its powers, the Management Committee:

- (i) Shall not adopt any rules or regulations or decisions inconsistent or at variance with the terms of the Certificate of Occupancy;
- (ii) Shall decide unanimously on questions concerning the exercise of diplomatic privileges and immunities as provided in Article 9(7) of the Additional Memorandum of Understanding;
- (iii) On all other matters relating to the exercise by the Management Committee of its powers and functions defined hereto and the responsibilities assigned to it under Clause 11 of the Abuja Lease Agreements (including, but not limited to, determinations in relation to rights of access to the Common and Public Areas under Clauses 5 and 6 thereof and the arbitration of disputes between Participating Partners under Clause 7 thereof) the Management Committee shall subject to the provisions of Clause 2.5 hereunder act or decide as the case may be by the majority vote of its members.

- 2.5. Notwithstanding any thing contained in Clause 2.4 above, any dispute or question or issue what so ever affecting the contractual relationship between the Landlord and the Tenant arising from the Abuja Lease Agreements including its interpretation and application and performance of the Tenant's obligation to the Landlord shall be settled as provided in the Abuja Lease Agreements and are expressly excluded from the mandate of the Management Committee.

PART 2

Obligations of the Participating Partners to Contribute to the Expenses of Managing the Embassy Complex

3. Liability to pay service charge

The Tenant shall pay to the Management Committee by way of additional rent the due proportion (as defined below) of the total cost ("the service charge") to the Management Committee in any service charge period beginning or ending the Term of providing the services specified in Part 3 of this Agreement and defraying the costs and expenses relating and incidental to such services.

4. Definition of "due proportion"

- 4.1. In this document the expression "the due proportion" shall mean in relation to the service charge the proportion which is attributable to the Tenant.
 - 4.2. The due proportion shall be expressed as a percentage calculated as set out in Article 8 of the Additional Memorandum of Understanding.
 - 4.3. In the event of such comparison being inappropriate having regard to the nature of the expenditure incurred or the premises in or upon the building benefited thereby or otherwise the Management Committee shall be at liberty in its discretion to adopt such other method of calculation of the due proportion of such expenditure to be attributed to the Premises as shall be fair and reasonable in the circumstances (including if appropriate the attribution of the whole of such expenditure to the Premises).
5. Advance payments on a preliminary basis
- 5.1. The due proportion of the service charge shall be discharged by means of advance payments to be made on the same days upon which rent is payable under the Abuja Lease Agreement entered by the Landlord and the Tenant and by such additional payments as may be required.

- 5.2. The amount of each advance payment shall be such amount as the Management Committee may reasonably determine as likely to be equal in the aggregate to the due proportion of the service charge for the relevant service charge period and which is notified to the Tenant at or before the time when the demand for an advance payment is made.
 - 5.3. For the purposes of this Part of this document "service charge period" means the period of 12 months from the _____ day of _____ to the _____ day of _____ in each year (or such other period as the Management Committee may from time to time determine).
 - 5.4. The service charge shall be deemed to accrue on a day-to-day basis in order to ascertain yearly rates and for the purposes of apportionment in relation to periods other than of one year.
6. Service charge accounts and adjustments

The Management Committee as soon as may be practicable after the end of each charge period submit to the Tenant a statement giving a proper summary of the service charge for the service charge period just ended.

7. Exceptional expenditure

In the event that the Management Committee shall be required during any service charge period to incur heavy or exceptional expenditure which forms part of the service charge the Management Committee shall be entitled to recover from the Tenant the due proportion of the service charge representing the whole of that expenditure on the quarter day next following.

8. Sinking funds and reserves

8.1. With a view to securing so far as may reasonably be practicable that the service charge shall be progressive and cumulative rather than irregular and that tenants for the time being shall bear a proper part of accumulating liabilities which accrue in the future the Management Committee shall be entitled to include in the service charge for any service charge period an amount which the Management Committee reasonably determines is appropriate to build up and maintain a sinking fund and a reserve fund in accordance with the principles of good estate management.

- 8.2. Any such sinking fund shall be established and maintained on normal commercial principles for the renewal and replacement of lifts, plant, machinery and equipment in or upon the building.
 - 8.3. Any such reserve fund shall be established and maintained to cover prospective and contingent costs of carrying out repairs, decoration, maintenance and renewals and of complying with statutes, bylaws, regulations of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Building.
9. Advance payments deposit account
 - 9.1. This paragraph applies to such part of the monies ("the relevant monies") paid by the Tenant and other tenants and occupiers of the Embassy Complex by way of service charge as for the time being has not been disbursed in payment of the costs and expenses of providing services in and to the Embassy Complex.
 - 9.2. The Management Committee shall keep the relevant monies in a separate trust account until and to the extent that they may be required for disbursement then or in the immediate future in payment of the costs and expenses of providing services in and to the Embassy Complex.

- 9.3. Interest earned upon such account (less any tax payable) shall be credited to the account at regular rests in the year.
- 9.4. Until actual disbursement the relevant monies shall be held by the Management Committee for the benefit of the Participating Partners as a class.
10. Management charges

The Management Committee shall be entitled to include in the service charge all costs incurred by it in performance of its obligations under this document, including:

- 10.1. the cost of hiring and employing or contracting for the services of managing agents and personnel for the carrying out and provision of services under this document;
- 10.2. any cost of the accountants or auditors for auditing the service charge or providing other services in connection with the service charge, and

10.3. a sum equal to interest incurred by the Management Committee on monies borrowed to fund the costs and expenses of the provision of services for which there were at the relevant time insufficient funds available to the Management Committee from advance payments or (where it would be appropriate to use them) the sinking fund or the reserve fund.

11. The Management Committee's Obligation to provide services

11.1. Subject to the payment of the due proportion of the service charge by the Tenant in the manner required and at the times required under this document and to the following provisions of this paragraph the Management Committee shall provide the services specified in Part 3 of this document.

11.2. The Management Committee shall not be liable to the Tenant for failure to provide any services in Part 3 of this document to the extent that the Management Committee is prevented from doing so by Insured Risks and other such perils, accidents, strikes, combinations, lockouts of workmen or other cause beyond the Management Committee's control.

11.3. The Management Committee shall not be under any obligation to the Tenant to continue the provision of the services specified in Part 3 of this document and may in its absolute discretion vary, extend, alter or add to such services if the Management Committee considers that by so doing the amenities in the Embassy Complex may be improved and/or the management of the Embassy Complex may be more efficiently conducted.

12. Claims Made by Third Parties

12.1. Exemption from Liability in Respect of Servicing Obligations

12.1.1. The Management Committee shall not be liable to any Tenant for any loss, damage or inconvenience which may be caused by reason of:

12.1.2. Temporary interruption of services during periods of inspection, maintenance, repair and renewal;

12.1.3. breakdown, failure, stoppage, leaking, bursting or defect of any hot or cold water, sanitary, ventilation, extraction, plant and machinery or of soil, gas, water or electricity or other plant and machinery or of the Conducting Media in the Premises, the Building or neighbouring or adjoining property or premises.

12.2. Accidents

Neither the Landlord nor the Management Committee shall be responsible to any Tenant or to any other person for any:

- 12.2.1. accident happening or injury suffered in the Premises; or
- 12.2.2. damage to or loss of any goods or property sustained in the Building (whether or not due to any failure of any security system for which the Management Committee is any way responsible); or
- 12.2.3. act, omission or negligence of any employee of the Management Committee in respect of the Premises.

- 12.3. Each Tenant undertakes to indemnify the Landlord against any claims, proceedings or demands and the costs and expenses so incurred which may be brought against the Landlord by any employees, workpeople, agents or visitors of the Tenant in respect of any accident, loss or damage whatsoever to person or property howsoever caused or occurring in or upon the Embassy Complex.

PART 3

Responsibilities of the Management Committee

13. General principle

The Management Committee will be consulted on any supplement to this Agreement according to the administrative and functional requirement of the complex.

14. Security Arrangements

The Management Committee will be responsible for the provision and organisation of security arrangements for the purposes of protecting the premises of all participating partners in the Embassy Complex and their staff and personnel.

15. Management of Infrastructure

15.1. Exclusive Areas

Within the Common Areas of the Embassy Complex, the Management Committee shall be responsible for the provision of the following services:

- 15.1.1. The provision during normal business hours of such heating, ventilation and air conditioning as may be appropriate in the prevailing climatic conditions and of hot and cold water to the hot and cold water taps in the Premises;
- 15.1.2. The repair, maintenance, renewal and replacement of all plant equipment required for or in connection with heating, ventilation, hot water and air conditioning.

15.2. Common Areas

Within the Exclusive Areas of the Embassy Complex, the Management Committee shall be responsible for the provision of the following services:

- 15.2.1. The cleaning, lighting and maintenance of the common parts _____ that is to say _____ the entrance hall, lobbies, stairways, fire escapes, washrooms, lavatories, lifts, windows, plate glass and any other common parts [and any of any car park service or loading area or service road].
- 15.2.2. Refuse disposal (but excluding trade waste arising from any occupier's particular trade or business).
- 15.2.3. The provision and operation of lifts.
- 15.2.4. The repair, maintenance, renewal and replacement of the lifts and of all plant and equipment for or in connection with the working and operation of the lifts.
- 15.2.5. The repair, decoration, maintenance, renewal, rebuilding, cleaning and upkeep of the structure, floors, walls, main drains, foundations, exterior and roof of the Premises and of the common parts and of the Conducting Media and other common service facilities and of any car park service or loading area or service road.

- 15.2.6. Compliance with all statutes, by-laws, regulations and the requirements of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Building and the car park service or loading area or service road which shall for the time being be in force.
- 15.2.7. The discharge of any outgoings payable in respect of the common parts of the Building [and of any car park service or loading area or service road].

15.3. Public Areas

Within the Public Areas of the Embassy Complex, the Management Committee shall be responsible for the provision of the following services:

- 15.3.1. Landscaping, planting and replanting and the maintenance and upkeep of garden or planted and grassed areas.
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