

**LEASE AGREEMENT  
TAFAWA BALEWA SQUARE**

**by and among**

**TAFAWA BALEWA SQUARE MANAGEMENT BOARD  
(LESSOR)**

**BUREAU OF PUBLIC ENTERPRISES  
as the Confirming Party.**

**and**

**BHS INTERNATIONAL LIMITED  
as the Lessee.**

**Dated the 17<sup>th</sup> day of October, 2007**



**BUREAU OF PUBLIC ENTERPRISES**



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**TAFAWA BALEWA SQUARE  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Agreement") is made and entered into this 17<sup>th</sup> Day of October, 2007 ("Execution Date") by and among:

**TAFAWA BALEWA SQUARE MANAGEMENT BOARD**, a statutory body set up under the Tafawa Balewa Square Management Board Act Laws of the Federation of Nigeria 1991, whose address is Tafawa Balewa Square, Lagos, Nigeria (the "Lessor" which expression shall where the context so admits include its successors in title and assigns) of the 1<sup>st</sup> part; and

**THE BUREAU OF PUBLIC ENTERPRISES** ("BPE"), the Secretariat of the National Council of Privatisation ("NCP") and an agency of the Federal Government of Nigeria established under the Public Enterprises (Privatisation and Commercialisation) Act No. 20 of 1999 ("the Act") whose registered office is situated at No. 11 Osun Crescent, Maitama – Abuja, Nigeria ("BPE"), in its capacity as Confirming Party of Lessor which expression shall where the context so admits include its successors in title and assigns) of the 2<sup>nd</sup> part; and

**BHS INTERNATIONAL LIMITED**, a company registered under the laws of Nigeria with offices at 7A Oyin Jolayemi Street, Victoria Island, Lagos (the "Lessee" which expression shall where the context so admits include its successors in title and assigns) of the 3<sup>rd</sup> part.

The Lessor, BPE, the Lessee and their respective successors and permitted assigns are hereinafter referred to individually as a "Party" and, collectively, as the "Parties"

**WHEREAS:**

- A. **TAFAWA BALEWA SQUARE MANAGEMENT BOARD** was established inter alia to manage, maintain and develop **TAFAWA BALEWA SQUARE (TBS)**
- B. The NCP was established pursuant to the Act, to inter alia approve the policies on privatisation and commercialization and also approve the guidelines and criteria for public enterprises for privatization
- C. BPE was established under the Act as a body corporate with perpetual succession, to inter alia, implement the policies of the NCP, prepare public enterprises for privatization and ensure the success of the privatization exercise.
- D. **TAFAWA BALEWA SQUARE** is among the Enterprises slated for Privatisation under the Act.
- E. The Lessor through BPE has decided to Concession **TBS**.





- F. BPE, in June 2006 invited bids for a right to enter into an agreement with the Lessor to (i) lease the real property described and delineated in Appendix A (the "Premises") and certain immovable property affixed to the Premises as further described in Appendix B (the "Fixed Assets" and together with the Premises, the "Lease Property"); (iii) make certain improvements to the Lease Property as further described in the development plan attached as Appendix C (the "Development Plan") and (iv) perform certain other operation, maintenance and other services with respect to the Lease Property.
- G. As a result of a competitive bidding process, the right to enter into such agreement was awarded to the Lessee.
- H. The Parties desire to set forth the terms and conditions of this agreement, and all their respect rights and obligations related thereto.

### WITNESSETH

**NOW, THEREFORE,** in consideration of the mutual promises and agreements of the Parties herein expressed, as well as other good and valuable consideration, the receipt and adequacy of which we are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### DEFINITIONS: INTERPRETATION

- 1.1 Definitions: The following terms shall have the meanings specified in this Article when capitalized and used in this Agreement. The meanings specified are applicable to both the singular and plural.

"Act" means the Public Enterprises (Privatization and Commercialisation) Act of 1999 as may supersede or succeed the same from time to time.

"Affiliate" means, any Person that, directly or indirectly controls, is controlled by or is under common control with such Person or is a director or officer of such Person and shall, in the case of the Lessee and notwithstanding the foregoing; be deemed to include BHS International Limited.

"Agreement" means this Lease Agreement (including all Appendices attached hereto), as amended and/or supplemented from time to time.

"Annual Report" shall have the meaning set forth in Section 11.2.

"Applicable Law" means any law, statute, order, decree, injunction, license, permit, consent, approval, agreement or regulation of any





"Equity Interests" means with respect to any Person, (a) shares of capital stock of (or other ownership or profit interests in) such Person, (b) warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, (c) securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests) and (d) other ownership or profit interests in such Person (including partnership, member or trust interests therein) whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"Event of Default" means a Lessee Event of Default of Lessor Event of Default, as applicable.

"Fixed Assets" shall have the meaning set forth in Appendix B.

"Force Majeure" means any act that (a) renders it impossible for the affected Party to comply with its obligations under this Agreement, (b) is beyond such Party's reasonable control and not due to its fault or negligence and (c) could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the satisfaction of the foregoing conditions, Force Majeure shall include without limitation: (i) severe, adverse weather conditions such as storms or floods; (ii) earthquakes; (iii) wars (declared or undeclared), civil disturbances, revolts, insurrections, public disorder, riots or sabotage; (iv) strikes or other labour disputes in Nigeria that are not due to the breach of any labour agreement by the Party claiming Force Majeure, (v) fires; (vi) actions or omissions by a Governmental Authority that were not induced or promoted voluntarily by the affected Party or were not caused by a noncompliance with its obligations under this Agreement or Applicable Law; (vii) Change in Law; (viii) the inability by the affected Party, despite its reasonable efforts, to timely and correctly obtain any permit that enable such Party to meet its obligations under this Agreement; or (ix) pollution that was not caused by the noncompliance of the Party claiming Force Majeure with its obligations under this Agreement or Applicable Law.

"Governmental Authority" means any Nigerian governmental ministry, bureau, authority, council, office, or other instrumentality having jurisdiction over a Party, the Lease Property or the Operations, as the case may be, including without limitation, the Lessor, the Regulator or Affiliate of any of the foregoing.

"ICC Court" means International Chamber of Commerce Court of Arbitration.





"Intellectual Property Rights" means (a) patents, trademarks, service marks, rights in design, trade dress, trade secrets, trade names, and copyrights; (b) applications for registration to any of the items contained in subsection (a) of this definition, to the extent that such application under Applicable Law provides protection for such items; (c) rights under license and consents in relation to any of the items contained in subsection (a) of this definition; and (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may exist anywhere in Nigeria.

"Interruption" means a disruption to the performance of the operations as a consequence of:

- a. Any act or omission by the Lessor, including but not limited to, the failure by the Lessor to fulfill its obligations under this Agreement.
- b. Maintenance by the Lessor in accordance with the requirements of this Agreement that exceeds the time period for such maintenance as previously agreed between the parties;
- c. Any act or omission by Government Authority not due to the fault of or negligence of the Lessee;
- d. An act of Force Majeure;
- e. An emergency;
- f. Events beyond the reasonable control of the Lessee not due to the Lessee's fault or negligence.

"Latent Defects" means those defects not identified in the survey conducted jointly by the Parties prior to the Execution Date and included in Appendix B or in the Development Plan, and which could not reasonably be identified by the Lessee's exercise of due diligence.

"Lease Fees" shall have the meaning set forth in Appendix E. P. 46

"Lease Property" shall be all that piece and parcel of land covered by Certificate of Occupancy registered as No 94 at page 94 in Volume 87 of the Federal Land Registry Office, Ikoyi Lagos dated the 24<sup>th</sup> day of July 2002, excluding the area marked as Sport Field (Cricket Pitch), Club Arcade and Memorial Arcade as shown in the Survey Plan attached as Schedule Appendix A. For avoidance of doubt, Lease Property shall also be deemed to include any improvements thereon made by the Lessor or the Lessee during the Lease Term in accordance with this Agreement.

"Lease Term" shall have the meaning set forth in Section 2.2.





"Lessee" shall have the meaning set forth in the Preamble.

~~✗~~ "Lessee Event of Default" shall have the meaning set forth in Section 12.1. P-29

~~✗~~ "Lessor" shall have the meaning set forth in the Preamble.

"Lessor Event of Default" shall have the meaning set forth in Section 12.2.

"Material Adverse Effect of Lessee" means any change or circumstance that, individually or in the aggregate with all other changes or circumstances has or is reasonably likely to have a materially adverse effect on (a) the Lessee's assets, properties, or business in a manner relating to the transactions contemplated hereby or (b) the Lessee's ability to perform its material obligations under this Agreement.

"Month" means a calendar month.

"NIBOR" means the Nigeria Interbank Offered Rate applicable from the due date for payment and thereafter on the first day of each succeeding calendar month.

"Nigeria" means the Federal Republic of Nigeria.

"Non-Defaulting Party" shall have the meaning set forth in Section 12.3.

"Operations" shall have the meaning set forth in Section 5.1.

"Party" or "Parties" shall have the meaning set forth in the Preamble.

"Person" means any legal or natural person, including any individual, corporation, partnership, Limited Liability Company, Joint Stock Company, association, joint venture, trust, governmental or international body or agency, or other entity.

"Planning and Investment Report" shall have the meaning set forth in Section 10.3.

"Premises" shall have the meaning set forth in the Recitals.

"Prudent Industry Standards" means the generally accepted practices; methods, techniques and standards employed optimizing the performance of the Operations.

"Receiving Party" shall have the meaning set forth in Section 17.7.

"Regulator" means any Governmental Authority of Nigeria established, assigned, chartered or commissioned to regulate commercialized assets of the Federal Government of Nigeria, including without limitation the Lessor.





"Staffing and Succession Plan" means the plan set forth in Appendix F.

"Termination Date" shall have the meaning set forth in Section 2.2.

"Utilities" means infrastructure, equipment or services relating to the supply of electricity (including back-up power), water, sewage and drainage, telecommunications, gas and fossil and other liquid fuel.

## 1.2 Interpretation

- ✱ (a) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (b) The word "including" means "including without limitation".
- (c) Unless otherwise indicated, all reference in this Agreement to Articles, Sections and Appendices refer to the corresponding Articles, Sections and Appendices of or to this Agreement.
- (d) The Article, Section and Appendix titles contained in this Agreement are for convenience of reference only, are without substantive meaning or any kind and are not a part of this Agreement.

## ARTICLE II

### EFFECTIVE DATE AND LEASE TERM

#### 2.1 Effective Date:

- (a) *Terms Binding on Execution Date.* The provisions of this Article, along with the provisions of Articles 11, 14 and 15, shall be in full force and effect, binding upon the Parties hereto, and enforceable in accordance with their terms, from the Execution Date.
- ✱ (b) *Conditions Precedent.* Except as otherwise provided in Section 2.1(a), this Agreement shall become effective only upon satisfaction of the conditions to effectiveness set forth in Article VII (the "Effective Date").

2.2 Lease Term. This Agreement shall have a term (the "Lease Term"), which commences on the Effective Date and terminates on the date that occurs on the Thirtieth (30<sup>th</sup>) anniversary of the Effective Date, unless earlier terminated





in accordance with the terms hereof. The date of such termination shall hereinafter be referred to as the "Termination Date"). Following such Thirtieth (30<sup>th</sup>) anniversary of the Effective Date, and unless the Agreement has otherwise been terminated, the Parties shall have the option to mutually agree to renew this Agreement for an additional period; [provided that either Party shall have notified the other Party in writing of its desire to renew this Agreement no less than three (3) years prior to such Thirtieth (30<sup>th</sup>) anniversary of the Effective Date.

### ARTICLE III

#### BASIC LEASE RIGHTS AND OBLIGATIONS

- 3.1 Lease: In consideration of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the Lessor shall lease the Lease Property to the Lessee, and the Lessee shall lease the Lease Property from the Lessor, subject in each case to the terms and conditions set forth in this Agreement. Commencing on the Effective Date, the Lessor shall transfer to the Lessee the Lease Property for the Lease Term. The Lessor shall remain the owner of the Lease Property except as expressly agreed to in writing by the Lessor. Subject to the provisions of Sections 4.3(b) and 4.4., throughout the Lease Term, the Lessee shall keep and maintain (i) the Lease Property in the condition in which it is transferred to the Lessee on the Effective Date, and free and clear of all liens, charges, claims, encumbrances, and security interests arising from the performance of the Operations or any other of its obligations hereunder, and ii) the Fixed Assets in good condition and working order. The Lessee shall indemnify, defend, and hold harmless the Lessor from and against and promptly reprove and discharge any such liens, charges, claims, encumbrances and security interests which may be placed on the Lease Property, except those attributable to the acts or the omissions of the Lessor.
- 3.2 Peaceful and Quiet Enjoyment: To the extent that the Lessee complies with the terms and conditions of this Agreement, the Lessee shall peacefully and quietly hold, occupy and enjoy the Lease Property. In the event that any third Party(ies) other than Affiliates of the Lessor conduct(s) activities or present(s) claims which interfere with the Lessee's peaceful and quiet possession and enjoyment of the Lease Property, the Lessor shall indemnify, defend, and hold harmless the Lessee from and against any such claims.
- 3.3 Lease Fees: The Lessee shall pay the Lease Fees in consideration of this Agreement in accordance with the terms and conditions set forth in Appendix E. Except as the Lessor may otherwise agree in writing, all payments shall be made in Nigerian Naira. Any amounts due but not paid hereunder shall bear interest at the lesser of (a) NIBOR plus five percent (5%) compounded monthly, or (b) the maximum rate permitted under Applicable Law.





## ARTICLE IV

### USE OF LEASE PROPERTY

- 4.1 Permitted Use of Lease Property: The Lessee shall only use the Lease Property to perform the Operations, and may not use the Lease Property for any other purpose without the Lessor's prior written approval, such approval not to be unreasonably withheld. The Lessee shall not conduct any activities within the Premises other than the performance of the Operations. The Lessee shall not conduct such permitted use, or allow such permitted use to be conducted, in violation of any Applicable Law or in any manner that would (a) violate, invalidate or cause a loss of coverage under any insurance in force on or after the Execution Date with respect to the Lease Property, (b) cause injury or damage to the Lease Property or to the person or property of any person lawfully on the Lease Premises; (c) cause diminution in the value of usefulness of all or any portion of the Lease Property (reasonable wear and tear excepted), (d) disturb or unreasonably interfere with or endanger the Common Area, or (e) create a nuisance or waste in, on or about the Lease Premises.
- 4.2 Right to Sublease: Subject to all the terms here contained, the Lessee shall have the right to sublet any portion of the Lease Premises to a third party.
- 4.3 Alteration of Lease Property:
- (a) *By Lessor:* In accordance with Applicable Law and without modifying the terms of this Agreement, the Lessor shall have the right to do any such work required for technical operations and/or economic well being of the Lease Property provided that such work does not unreasonably interfere with the Lessee's peaceful and quiet possession and enjoyment of the Lease Property.
  - (b) *By Lessee:*
    - (i) *Development Plan:* The Lessee shall perform each of the improvements to the Lease Property required under the Development Plan; provided that (a) the Lessee has furnished to the Lessor the following no later than thirty (30) days prior to the proposed date for commencement of the work implementing such improvement: (1) documentation and other evidence demonstrating that such improvement will enhance the Lessee's performance of the Operations; (2) the plans and drawings for such improvement; (3) the names and addresses of the proposed contractor(s) and (4) such other documentation as reasonably requested by the Lessor, and (b) the Lessor has





approved all such documentation in writing, such approval not to be unreasonably withheld. If the Lessor does not disapprove the same within thirty (30) days, they shall be deemed approved.

- (ii) *Other Improvements:* The Lessee shall not make any other improvements or alterations to the Lease Property outside the approved Development Plan without the Lessor's prior written approval. In requesting such approval, the Lessee shall furnish to the Lessor the following no later than thirty (30) days prior to the proposed date for commencement of the work implementing such improvements or alterations: (a) documentation and other evidence demonstrating that the requested improvements or alterations will enhance the Lessee's performance of the Operations; (b) the plans and drawing for such improvements or alterations, (c) the names and addresses of all proposed contractors and (d) such other documentation as reasonably requested by the Lessor
- (iii) *Applicable Standards:* The Lessee shall ensure that all improvements and/or alterations are in compliance with (a) Applicable Law, (b) International Conventions, Protocols and Agreements and (c) Prudent Industry Standards.
- (iv) *Rights of Lessor to Monitor and Inspect:* Without limiting or reducing the Lessee's obligations under Section 4.3(b)(ii), the Lessor shall have the right to inspect such improvements or alterations during performance of the same and after they have been completed, and they shall not be used by the Lessee until the Lessor has notified the Lessee in writing that they are in accordance with the plans approved by the Lessor and comply with Applicable Law. The Lessor shall have the right to be present at any time during the performance of such improvements or alterations and shall have access to the Premises and all records and materials of the Lessee related to the same, including participation in related progress meetings. Any improvements or alterations made by the Lessee to the Lease Property during the Lease Term shall be and shall remain the property of the Lessor, without any claim for or reimbursement from the Lessor for the cost of the value thereof.

4.4 Maintenance: Lessee's Maintenance Obligations: The Lessee shall be responsible for the maintenance, repairs, renewals and replacements of the Lease Property so that at all times during the Lease Term and upon the Termination Date, the Lease Property shall be in a better condition than it was as of the Effective Date, excluding normal wear and tear. The Lessee shall maintain the Lease Property in good condition and repair. All repairs and replacements shall be equal or better in quality to the original material. In





the event that the Lessee at any time fails to carry out the maintenance required under this Agreement, the Lessor may carry out such maintenance and all costs incurred by the Lessor in connection therewith plus 2% (two percent) over shall be paid by the Lessee within 30 (thirty) days after the Lessor has sent an invoice for such payment.

4.5 Utilities: The Lessee shall make its own arrangements and pay for the supply of utilities to the Lease Property. The Lessor shall provide reasonable assistance to the Lessee in making such arrangements.

\* 4.6 Office Facilities: The Lessee shall provide adequate office space for the Lessor.

4.7 Access to Lease Property:

(a) *By Lessor:* The Lessee shall permit the Lessor and its designated representatives and agents during the Lessee's working hours to enter and inspect the Lease Property for the purpose of verifying the Lessee's compliance with this Agreement and any other requirements under Applicable Law; provided that any such visit shall not unreasonably interfere with the Lessee's performance of the Operations. Within seven (7) days prior to a visit, the Lessor shall notify the Lessee in writing of the names of the individuals to be permitted access and the time and date of such visit. Notwithstanding the foregoing, the Lessor shall not be required to provide the Lessee with such prior written notice in the event of an Emergency. The Lessee shall also grant access to the Premises for the Lessor or its designee for the purpose of maintaining and modifying structures, Utilities and equipment which are reasonably necessary for the efficient operation of the Lease Property, including without limitation:

- (i) constructing new facilities, installing new equipment, or undertaking other activities which have been approved by the Lessee;
- (ii) within two (2) years prior to the Termination Date, installing new equipment and any other works necessary to ensure that the Lease Property continues to operate in a satisfactory manner after such date, provided that such installations and other works shall not unreasonably interfere with the Lessee's performance of the Operations; and
- (iii) emergency action to safeguard the operations of the Lease Property, health, safety and security of its employees, or the quality of the environment in and around the Lease Property. The Lessee shall not deny the right of access through the Premises to other facilities controlled by the Lessor under any other circumstances to the extent that reasonable alternative means of access are not available.





- (b) *By Governmental Authorities:* The Lessee shall grant access to the Premises to Governmental Authorities for the purpose of carrying out any activities, which they are legally entitled to carry out in the Premises pursuant to Applicable Law.
- (c) *By Utilities Providers:* The Lessee shall grant rights of way and easements through the Premises for existing and future Utilities. The Lessee shall not take any action, which is detrimental to the efficient supply of such Utilities to the Lease Property and adjacent areas **PROVIDED THAT** any such rights shall not unreasonably affect the efficient operation of TBS.
- (d) *By Others:* Subject to prior written notification of no less than seven (7) days by the Lessor to the Lessee, the Lessee shall grant access to the Premises to Lessor's employees and agents and the staff of any contractors employed by them, to enable them to perform their work efficiently; provided that they do not unreasonably interfere with the Lessee's performance of the Operations.

## **ARTICLE V OPERATIONS**

- 5.1 Obligation of Lessee to Perform Operations: The Lessor hereby appoints the Lessee and the Lessee hereby accepts such appointment, to perform the operations and activities described in Appendix D (collectively, the "Operations") in accordance with the terms of this Agreement. The Lessor confirms that it hereby delegates to the Lessee all such powers and authority as are necessary for the Lessee to perform the Operations.
- 5.2 Use of Lease Property: The Lessee shall only perform the Operations within the Premises, and shall use the Lease Property for the sole purpose of performing the Operations in accordance with this Agreement.
- 5.3 Exclusivity: The Lessee shall have the exclusive right during the Lease Term to perform the Operations within the Premises.
- 5.4 Standards of Performance: The Lessee shall perform the Operations (a) in a safe, efficient, effective and economic manner, (b) with due care and skill and (c) in accordance with Applicable Law and Prudent Industry Standards.
- 5.5 Duties to Cooperate: The Parties shall cooperate in good faith to ensure at the Effective Date smooth and effective transfer of the provision of the Operations from the Lessor to the Lessee. In performing the Operations, the Lessee shall cooperate with the Lessor and the Regulator so as to enable the Lessor and the Regulator to perform their monitoring, supervisory and other duties relating to the Lease Property.





## 5.6 Performance Requirements:

- (a) *General Requirements:* The Lessee shall use its best efforts to (i) develop, market and promote the commercial use of the Lease Property in order to achieve maximum utilization thereof in a manner which is consistent with Applicable Law and Prudent Industry Practices, and (ii) ensure that there is no decline in the standards of the Operations.
- (b) *Interruptions:* The Lessee shall ensure that its performance of the Operations shall be as continuous and without interruptions as is reasonably practical. The Lessee shall maintain records of the number, duration, location and extent of all emergencies and unforeseen interruptions. Subject to prior written notification to the Lessor, the Operations may be interrupted in order to carry out maintenance, rehabilitation or reinforcement of the Lease Property. During any such repairs or in the event of an accident or Emergency requiring immediate interruption of the Operations, the Lessee may take all necessary measures to manage the same.

## 5.7 Labour

- (a) *Qualified Personnel:* The Lessee shall select and employ sufficient, suitably skilled and qualified personnel to enable it to perform the Operations in accordance with this Agreement.
- (b) *Sources of Labour:* The Lessee personnel may be sourced from Nigeria; **PROVIDED**, however, that the Lessee shall comply with the Staffing and Succession Plan as provided in Appendix F to the extent applicable. The Lessee shall use commercially reasonable efforts to employ as many Nigerian nationals as commercially practicable and feasible in management positions to the extent that there are Nigerian nationals, who satisfy the requirements for such positions.
- (c) *Employment Contracts:* With respect to personnel employed by the Lessee under Sections 5.7(b), the Lessee shall be responsible for the negotiation of the applicable employment and labour contracts. Such contracts shall offer the respective employees terms and conditions of employment, which are in accordance with Applicable Law.
- \* (d) *Lessor Personnel:* Within thirty (30) days prior to the Effective Date, the Lessee shall notify the Lessor in writing of the Lessor personnel that the Lessee wishes to employ. In effectuating such employment, the Lessor and the Lessee shall comply with all Applicable Laws. The Federal Government of Nigeria shall be responsible for the retirement benefits including but not limited to all outstanding salaries and any relevant severance payments





(if any) of its employees until the date on which they are employed by the Lessee.

- (e) *Training:* The Lessee shall be responsible for the preparation and implementation of all training of all staff working at the Premises in accordance with Appendix F ("the Staffing and Succession Plan") and Applicable Law.
- (f) *Identification of Lessee Personnel:* The Lessee shall ensure that its personnel are issued the appropriate identification documentation. Such identification documentation shall be produced to any official or authorized person who has reasonable grounds to request the identification of such personnel. Upon the termination of employment of such personnel, such identity documentation shall be returned to the Lessee.

5.8 Lease Equipment: The Lessee may purchase, at its own expense, additional equipment (i.e. not reflected in the Development Plan) to use for the satisfaction of its obligations hereunder, including without limitation its performance of the Operations to meet the Performance Requirements. Such additional equipment shall be the Lessee's property notwithstanding the termination of this Agreement for any reason unless the Parties otherwise agree that the Lessor shall become owner of such Lessee Equipment on the Termination Date. The Lessee shall, at its own expense, remove Lessee equipment from the Premises on the Termination Date. In the event that the Lessor requires such removal or the Lessee does not agree to transfer the same to the Lessor Nine (9) months prior to the Termination Date, The Lessee shall provide the Lessor with a full list of Lessee Equipment during the Termination Period and whether it is prepared to sell such Lessee Equipment to the Lessor. The purchase price for any Lessee Equipment shall be mutually agreed between the Parties.

## ARTICLE VI

### CONDITIONS PRECEDENT

6.1 Conditions to Obligations of Each Party: The obligations of the Lessor and the Lessee to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment prior to the Effective Date of the following conditions.

- (a) *Execution and Delivery of this Agreement:* Each Party shall have duly executed and delivered to the other Party this Agreement.
- (b) *No Injunction, etc.* Consummation of the transactions contemplated by this Agreement shall not have been restrained, enjoined or





otherwise prohibited in any material respect by any Applicable Law, including any order, injunction, decree or judgment of any court or other Governmental Authority, and there shall not have been promulgated, entered, issued or determined by any court or other Governmental Authority to be applicable to this Agreement any Applicable Law making illegal the consummation of the transactions contemplated by this Agreement.

- (c) *Governmental Consents:* All consents or authorizations of Governmental Authorities that are required to lease, transfer or assign (as applicable) to the Lessee the Lease Property, shall have been made or obtained.

6.2 Conditions to Obligations of Lessor: The obligations of the Lessor to consummate the transactions contemplated by this Agreement shall be subject to the fulfilment, prior to the Effective Date, of the following additional conditions (unless waived in writing by the Lessor).

- (a) *Representations and Warranties of Lessee:* The representations and warranties of the Lessee in Section 11.1 shall be true and correct in all material respects when made at and as of the Execution Date and the Effective Date with the same effect as though made at and as of such time, except that those representations and warranties which are made as of a specific date shall be true and correct in all material respects as of such date. *Handwritten notes: "The representations and warranties of the Lessee in Section 11.1 shall be true and correct in all material respects when made at and as of the Execution Date and the Effective Date with the same effect as though made at and as of such time, except that those representations and warranties which are made as of a specific date shall be true and correct in all material respects as of such date." "It is financially solvent" "It has all necessary power to execute, deliver and perform its obligations in the agreement"*

- \* (b) *Covenants of Lessee:* The Lessee shall have duly performed and complied in all material respects with all covenants and agreements contained in this Agreement required to be performed or complied with by it at or before the Effective Date.

- \* (c) *Officer's Certificate:* The Lessee shall have delivered to the Lessor a certificate in form and substance satisfactory to the Lessor, dated the Effective Date and signed by a duly authorized officer, as to the fulfillment of the conditions set forth in Sections 6.2(a) and (b).

- (d) *No Material Adverse Effect:* Between the Execution Date and the Effective Date, there shall have been no event, change or other occurrence that has or would result in a Material Adverse Effect of Lessor.

- (e) *Corporate Proceedings:* All corporate proceedings of the Lessee in connection with the transaction contemplated by this Agreement, and all documents and instruments incident thereto, shall be reasonably satisfactory in form and substance to the Lessor and its counsel, and the Lessor and its counsel shall have received all such documents and instruments, or copies thereof, certified, as may be reasonably requested. The Lessee shall have delivered to the Lessor a secretary's





certificate certifying to (i) resolutions adopted by the Lessee evidencing the authorizations described in this Section, (ii) the constituent documents of the Lessee, and (iii) incumbency of the officer of the Lessee executing this Agreement and documents required hereunder.

- X (f) *Performance Bond:* Within fifteen (15) days after the Execution Date, the Lessee shall deliver to the Lessor a performance bond in favour of the Lessor. Such bond shall exclude the payment of the Annual Lease Fees which is payable in advance, but shall include without limitation all of the Lessee's obligations under this Agreement to cover costs and liabilities arising from its obligations under this Agreement and all payments for liquidated damages due and payable by the Lessee hereunder. All premiums or other costs associated with obtaining and maintaining such performance bond shall be paid by the Lessee.

Such performance bond shall be renewed annually such that it shall remain in full force and effect until thirty (30) days after the Termination Date. If thirty (30) days before the annual anniversary date of the performance bond it is not renewed for another year, such non-renewal of the performance bond shall be an event of default of the Lessee, and the Lessor shall have the right to call on the performance bond.

- (g) *Evidence of Insurance:* The Lessee shall within sixty (60) days from Execution Date have delivered to the Lessor certificates of insurance and other documentation reasonably required by the Lessor evidencing that the Lessee has obtained the insurance coverage on the Premises required under Section 7.1.

6.3 Conditions to Obligations of Lessee: The Obligations of the Lessee to consummate the transaction contemplated by this Agreement shall be subject to the fulfillment prior to the Effective Date of the following additional conditions (unless waived in writing by the Lessee):

- (a) *Representations and Warranties of Lessor:* The representations and warranties of the Lessor in Section 11.1 shall be true and correct in all material respects when made and at and as of the Execution Date and the Effective Date with the same effect as though made at and as of such time, except that those representations and warranties which are made as of a specific date shall be true and correct in all material respects as of such date.
- (b) *Covenants of Lessor:* The Lessor shall have duly performed and complied in all material respects with all covenants and agreements contained in this Agreement required to be performed or complied with by it at or before the Effective Date.
- (c) *Officer's Certificate:* The Lessor shall have delivered to the Lessee a certificate in form and substance satisfactory to the Lessee, dated the





Effective Date and signed by a duly authorized officer, as to the fulfillment of the conditions set forth in Sections 7.3(a) and (b).

- (d) *No Material Adverse Effect:* Between the Execution Date and the Effective Date, there shall have been no event, change or other occurrence that has or would result in a Material Adverse Effect of the Lessee.

#### 6.4 Additional Covenants of Parties:

- (a) *Registration and Filing:* The Lessee shall file and register this Agreement with the applicable Government Authorities within fifteen (15) days after the Effective Date.
- (b) *Satisfaction of Conditions:* Each Party shall use its reasonable efforts to effectuate the satisfaction of the conditions requiring action by such Party under this Article. If such conditions have not been satisfied by such Party (or waived by the other Party) on or before the date occurs ninety (90) days following the Execution Date, then, unless otherwise agreed in writing by the Parties, the other Party shall have the right to terminate this Agreement following delivery of fifteen (15) days' prior written notice to the Party of whom action is required which still has not satisfied, whereupon each party shall be excused and relieved of all obligations and liabilities under this agreement, except as otherwise specified herein.

### ARTICLE VII

#### LESSEE'S COVENANTS

##### 7.1 Insurance:

- (a) *Required Insurance:* The Lessee shall obtain and maintain, at its expense, the insurance described in Appendix I on terms and conditions stated therein. The Lessee shall provide the Lessor with copies of all such insurance policies, and the Lessor shall have the right to review the same. All such insurance policies shall be in the names of the Parties. All insurance policies shall be purchased from insurance companies approved by the Lessor. In no event shall the insured amount limit the Lessee's responsibilities and liabilities under this Agreement.
- (b) *Modifications of Insurance Coverage:* All insurance policies required by this Agreement shall provide that the same shall not be modified or terminated without at least thirty (30) days prior written notice to the Lessor. In the event that the Lessee at any time fails to secure and





maintain in full force and effect any and all of the insurance required under this Agreement, the Lessor may procure or renew such insurance, and all costs incurred by the Lessor in connection therewith plus five percent (5%) over such costs shall be paid by the Lessee within thirty (30) days after the Lessor has sent the Lessee an invoice for such payment. In the event that the Lessee fails to pay the Lessor such invoiced amount within such thirty (30) days period, then the Lessee shall pay the Lessor an amount equal to five thousand Nigerian until the Lessee pays such invoiced amount.

## 7.2 Safety; Security:

- (a) *Safety Procedures:* The Lessee shall prepare and implement work and operation safety procedures to ensure the health, safety and welfare of its workforce, persons lawfully on the Lease Property and users of its Operations and the Lease Property in accordance with Applicable Laws, Prudent Industry Standards, and the Lessor guidelines. During the Lease Term, the Lessee shall comply with such procedures.
- (b) *Security System:* The Lessee shall be responsible for the general security of the Lease Property.
- (c) *Fire Control:* The Parties shall agree to the procedures for installing, maintaining and operating fire fighting equipment in the Lease Property. The Lessor shall purchase such equipment and it shall remain the Lessor's property throughout the Lease Term. The Lessor shall inform the Lessee of fire fighting demonstrations to be conducted by the Lessor or fire emergency services operating in the Lease Property (if any), and the Lessee may witness such demonstrations. The Lessee shall prepare and implement its own staff training for fire hazards awareness and develop and maintain close relations with the fire emergency agencies in the Lease Property.
- (d) *Traffic:* Traffic operations, vehicular traffic and all transport activities related to the Premises shall be conducted in accordance with Applicable Laws and the Lessor guidelines.
- (e) *Signage:* The Lessee shall be responsible for installing appropriate signs within the Lease Premises to indicate the location of and access routes to the Premises.

## 7.3 Environment:

- (a) *Obligation to Comply with Environmental Laws:* The Lessee shall comply with all Applicable Laws concerning the protection of the environment, and shall take adequate steps to prevent and control the pollution of the air, land and sea by oil, chemicals, emissions, hazardous wastes, effluent, solid and other wastes in the Premises as





required by such Applicable Laws. The Lessee shall consult with the relevant Governmental Authorities in taking such steps. The Lessee shall cooperate with the Lessor in achieving compliance with International Environmental conventions to which Nigeria is a party.

- (b) *Waste Disposal:* The Lessee shall arrange for the disposal of waste materials generated from the Premises in a manner acceptable to the Lessor and in accordance with Applicable Laws and Prudent Industry Standards. The Lessee shall not dump in the Lease Property any substance other than rainwater without the Lessor's prior written consent.
- (c) *Environmental Impact Assessments:* In carrying out the Development Plan, the Lessee shall comply with all Applicable Laws relating to the environment, including laws and regulations requiring the preparation and approval of environmental impact assessments to the extent applicable. Upon submission of such environmental impact assessments to a Governmental Authority, the Lessee shall submit to the Lessor a copy of the same, as well as a copy of any response from such Governmental Authority regarding the same.
- (d) *Obligation to Notify:* In the event that pollution occurs that may affect the Premises, the Lessee shall (a) inform the Lessor immediately of the same, (b) take all reasonable measures required for detecting, cleaning and containing such pollution and (c) provide the Lessor with frequent written updates on such measures being taken or remaining to be taken by the Lessee.
- (e) *Pre-Existing Pollution:* The Lessee shall not be responsible for the cost of the containment, removal and/or remediation of pollution that has occurred prior to the Effective Date.

7.4 **Emergencies:** In the event of any emergency endangering life or property, the Lessee shall take such action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including the Lessee's response thereto, to the Lessor. If the Lessee has not taken reasonable precautions for the health and safety of the public, its customers or the protection of the Lease Property, and such failure creates an emergency requiring immediate action, then the Lessor, with or without notice to the Lessee may, but shall be under no obligation to, provide reasonable protection as required to address such emergency. The taking of any such action by the Lessor, or the Lessor's failure to take any action, shall not limit the Lessee's liability. The Lessee shall reimburse the Lessor for the performance of any such work or furnishing on the Lease Property of any such equipment in connection with any emergency in an amount equal to the reasonable costs incurred by the Lessor in such performance of work or furnishing of equipment.



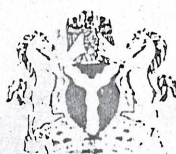


- 7.5 Lessee Ownership Structure: The Lessee shall not cause or permit any Change of Control in the Lessee without the Lessor's prior written consent.
- 7.6 Taxes: The Lessee shall pay any taxes, levies, duties, withholdings, or other fees levied by Governmental Authorities and are required by Applicable Law to be paid by the Lessee as a result of the performance of its obligations hereunder.
- 7.7 Licenses; Permits: The Lessee shall obtain and keep in force all necessary licenses, permits and warranties which are necessary for the Lessee to fulfil its obligations hereunder, including without limitation, the performance of the Operations in accordance with this Agreement.

## ARTICLE VIII

### LESSOR'S COVENANTS

- 8.1 Cooperation: The Lessor shall cooperate with the Lessee as reasonably necessary to enable the Lessee to perform its responsibility under this Agreement, including provision by the Lessor of copies of drawings, plans, policies, papers, records, reports, data and other information directly related to the Lease Property as reasonably necessary, for the Lessee to perform the Operations and manage the Lease Property.
- 8.2 No Interference: The Lessor shall ensure that its personnel shall not delay or interfere with the performance of such obligations of the Lessee or with the Lessee's personnel in the execution of their duties.
- 8.3 Latent Defects: The Lessor shall remedy any Latent Defects, which materially impair the Lessee's use of the Lease Property and the performance of its Operations.
- 8.4 Utilities: The Lessor shall provide reasonable assistance to the Lessee in making its arrangements for the supply of the Utilities to the Premises.
- 8.5 Security: The Lessor shall provide reasonable assistance to the Lessee in making its arrangements for the supply of the security to the Premises.
- 8.6 Licenses; Permits: The Lessor shall obtain and keep in force all necessary licenses, permits and warranties which are necessary for the Lessor to fulfill its obligations hereunder and shall provide reasonable assistance to the Lessee in its efforts to obtain and keep in force the licenses and permits required to be obtained or maintained by the Lessee under Section 8.7.





- 8.7 Taxes: The Lessor shall pay any taxes, levies, duties or other fees levied by Governmental Authorities and are required by Applicable Law to be paid by the Lessor as a result of the performance of its obligations hereunder.

## ARTICLE IX

### FORCE MAJEURE

- 9.1 Effect of Force Majeure: In the event that a Party can not perform its obligations hereunder due to an event of Force Majeure, such Party shall be excused from the performance of such obligations, and shall not be considered to have committed an Event of Default, from the date on which such event of Force Majeure has commenced and until a reasonable period of time after termination thereof. All payment obligations shall be suspended during the period of *Force Majeure*. Notwithstanding the foregoing, the Lessee shall take all reasonable steps to minimize any losses resulting therefrom. The affected Party shall resume the performance of its obligations hereunder as soon as practicable after such event of Force Majeure has ceased.
- 9.2 Notice: The Party affected by the event of Force Majeure shall as soon as practicable provide written notice to the other Party and the Regulator of the occurrence of such event of Force Majeure. Such notice shall include a detailed description of the event of Force Majeure, an estimate of the duration of such event, the reasons for which such Party is unable to perform its obligations hereunder due to such event and a plan to mitigate and remedy such event, if possible. Such Party shall provide the other Party with regular updates of the foregoing information.
- 9.3 Termination: If an event of Force Majeure extends for more than one hundred twenty (120) non-consecutive days within a period of six (6) consecutive Months or ninety (90) consecutive days, or an event of Force Majeure causes substantial damage or destruction to the Lease Property so that they are not capable of repair within ninety (90) days after the termination of such event of Force Majeure, then either Party may terminate this Agreement by giving not less than thirty (30) days written notice of such termination to the other Party.

## ARTICLE X

### DOCUMENTATION AND AUDITS

- 10.1 Records and Reports:
- (a) Maintenance of Books and Records: The Lessee shall prepare and maintain registers, books, records and other means of recording





information in the quality and quantity required for facilitating efficient management and supervision of the Lease Property, for providing information to the Lessor, and for informing the public and its customers of the quality and performance of its Operations.

- (b) *Lease Property:* Beginning on the Effective Date, the Lessee shall prepare and maintain current records of the Lease Property in sufficient detail as required by the Lessor to provide a full understanding of the location and state of the Lease Property. Such records shall be comprised of physical drawings, databases and calculation sheets along with historical records relating to their constitution, repairs, and maintenance, including all works carried out as replacements, rehabilitation and maintenance. Physical plans for buildings shall clearly identify and describe the as built profiles.
- (c) *Copies of Records:* The Lessee shall provide the Lessor and the Regulator with copies of the foregoing records as requested by the Lessor from time to time.
- (d) *Disclosures:* The Lessee shall obtain the Lessor's written approval prior to disclosing any confidential information related to its Operations or the Lease Property to the public.
- (e) *Retaining Requirements:* The Lessee shall retain all records, reports and other documentation required to be prepared and maintained by the Lessee hereunder for at least three (3) years prior to the Termination Date.
- (f) *Other Information:* The Lessee shall provide to the Lessor any other information as the Lessor may reasonably require.

10.2 Annual Report: The Lessee shall prepare an annual report which shall include, at a minimum, the following technical and financial information: (a) any circumstances having an impact on the financial obligations of the Lessee under this Agreement; (b) renovation works and repairs carried out or to be carried out; (c) exceptional events such as pollution incidents, fires; (g) Emergencies; (d) measures, if any, taken by the Lessee during the applicable year with respect to its obligations hereunder related to the protection and preservation of the environment; (e) the Operations during the applicable year; and (f) an audited set of accounts prepared in accordance with generally accepted international accounting principles and practices (the "Annual Report"). The Lessee shall submit to the Lessor and the Regulator the Annual Report within one hundred twenty (120) days after the end of each year during the Lease Term (or such earlier date as required under Applicable Law). The Parties shall agree upon the format of the Annual Report. The Lessee shall provide any clarification of the Annual Report requested by the Lessor and the Regulator.





- \*10.3 Planning and Investment Report: The Lessee shall prepare a planning and investment report which shall include, at a minimum, the following information: (a) detailed five (5) year capital program which identifies areas for expansion of the Operations; (b) proposals for improving Operations; and (c) human resource proposals ("Planning and Investment Report"); and (d) a benchmarking of all of the foregoing against the Development Plan. The Lessee shall submit to the Lessor and the Regulator the first Planning and Investment Report within one hundred twenty (120) days after the Effective Date. On or prior to the fifth (5<sup>th</sup>) anniversary of such date and each five (5) years thereafter, the Lessee shall submit to the Lessor and the Regulator the Planning and Investment Report, which includes the information, described above for such period. The Parties shall agree upon the format of the clarification of the Planning and Investment Report requested by the Lessor and the Regulator.

## ARTICLE XI

### REPRESENTATIONS AND WARRANTIES

11.1 Lessee Representation and Warranties: The Lessee represents and warrants that:

- (a) It is a Nigerian Limited Liability Company duly organized and validly existing under the laws of the Federal Republic of Nigeria.
- (b) It is not in violation of any Applicable Law or judgment entered by any Government Authority, which violations, individually or in the aggregate, would affect its performance or any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to the best knowledge of the lessee) threatened against the lessee that if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business, as a whole, of the lessee, or its ability to perform under this agreement.
- (c) Neither the execution and delivery of this agreement, nor the compliance with the terms and provision hereof will conflict with or result in breach of, or require any consent under, the charter or by-laws of the lessee, or any Applicable Law or regulation, or any order, writ, injunction or decree or any court, or any agreement or instrument to which the lessee is party or by which it is bound or to which it is bound or to which it is subject, or constitute a default under any such agreement of instrument.





- (d) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery performance by the lessee of this agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Lessee and constitutes a legal, valid and binding obligation of the lessee enforceable in accordance with its terms.
- (e) It is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to perform its obligations hereunder.
- (f) It has (a) carefully examined this Agreement, together with all Appendices attached here to, thoroughly and become familiar with their respective terms and provisions; (b) investigated to its satisfaction all Applicable Laws and it can perform its obligations hereunder in accordance therewith; the experience, resources, resources, qualification and capabilities to perform its obligations hereunder; and (d) made all investigations and inspections that it deems necessary to perform its obligations hereunder, including, without limitation investigations and inspections of the Lease Property.

11.2 Lessor Representations and Warranties: The Lessor represents and warrants that:

- (a) It is a public authority duly constituted and validly existing under the laws of Nigeria and is authorized and qualified to do business in Nigeria.
- (b) It is not in violation of any Applicable law or judgment entered by any Governmental Authority, which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to the best knowledge of the Lessor) threatened against the Lessor that;
- (c) Neither the execution and delivery of this Agreement, nor the compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, (Memorandum and Articles of Association) of the Lessor, or any Applicable Law or regulation, or any order, writ, injunction or decree of any Court, or any agreement or to which the Lessor is a party or by which it is bound or to it is subject, or constitute a default under any such agreement or instrument.
- (d) It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Lessor of this Agreement has been duly





any legal proceedings for its reorganization, readjustment of debts, dissolution or liquidation.

- (b) The Lease Property (in whole or in part) is expropriated, compulsorily acquired or nationalized by a Governmental Authority.
- (c) The Lessor commits a material breach of a provision of this Agreement.

12.3 Other Events of Default. Upon an Event of Default described in Section 12.1(b), (c), (d) or 12.2(c), the party that is not in default (the "Non-Defaulting Party") shall deliver to the party which is in default (the Defaulting Party) a written response to the Non-Defaulting Party. If the Defaulting Party fails to respond to the Non-Defaulting Party within such fifteen (15) days period, then the Non-Defaulting Party may terminate this Agreement. If, however, the Defaulting Party does respond to the Non-Defaulting Party, then, within such fifteen (15) days period of the Non-Defaulting Party's receipt of such written response, the Non-Defaulting Party shall deliver to the Defaulting Party a written notice stating whether there is such an Event of Default, and if so, granting the Defaulting Party a reasonable period of time (not to exceed thirty (30) days) to remedy such Event of Default. If such time period expires and the Defaulting Party has not cured the Event of Default, the Non-Defaulting Party may terminate this Agreement.

## ARTICLE XIII

### TERMINATION

13.1 Termination. This Agreement may be terminated in any of the following ways:

- (i) the expiry of the Lease Term;
- (ii) upon the occurrence of an Event of Default in accordance with Article 12;
- (iii) upon the occurrence of an event of Force Majeure in accordance with Article 9.

13.2 Procedures. Within one year prior to the expiration of the Lease Term, the Parties shall agree to the procedures to be adopted and followed by them relating to the transfer of the Lease Property on such termination. The Lessor shall have the right, at its own expense, to take any measures during the last year of the Lease Term (or as the case may be, upon early termination) necessary to ensure the continuity of the performance of the Operations. Each party shall be responsible for the costs and expenses incurred by it in performing its obligations under this Article. Notwithstanding the foregoing, in the event that Lessor terminates this Agreement as a result of a Lessee





Event of Default, the Lessee shall pay the Lessor for all such costs and expenses.

- 13.3 Continuity of Operations: The Lessee shall ensure smooth continuation and provision of the Operations throughout the period from its receipt of any termination notice of this Agreement until the effective date of such termination, or during the last year of the Lease Term if no such notice is served. The Parties agree to minimize disruption of the Operations performed by the Lessee.
- 13.4 Surrender of Lease property: Within thirty (30) days prior to the Termination Date, the Parties shall conduct a joint survey on the Lease Property at shared cost. On the Termination Date, all rights and interest of the Lessee in the Lease Property and all structures and fixed equipment thereon or alterations or improvements made thereto pursuant to Section 4.3(b) (excluding those owned by the Lessee pursuant to the terms hereof) shall cease immediately, and the Lessee shall peaceably and quietly surrender to the Lessor the Lease Property in a good working condition in accordance with Prudent Industry Standards (excluding reasonable wear and tear). In the event that the Lessee does not return the Lease Property in such condition, all costs, which the Lessor incurs in causing the Lease Property to be in such condition, shall be paid by the Lessee. The Lessor or its designee shall have the immediate right to enter and take full possession of the Lease Property to perform the Operations and to remove the Lessee, its employees and representatives, and any other parties who may occupy any part of the premises. Except for improvements made pursuant to the Development Plan, the Lessor may require the Lessee, at the Lessee's own expense, to remove or undo any improvements or alterations made by the Lessee to the Lease Property.
- 13.5 Intellectual Property: In the event the intellectual Rights are held by third parties, the Lessee shall make all reasonable efforts to obtain the granting of a license under terms that will permit the reproduction, translation, use and lease of a sub-license by the Lessor for such purpose. The parties shall take all steps that may reasonable be necessary or desirable to fully effectuate the provisions of this Section.
- 13.6 Cooperation Exchange of Information: The Lessee shall use its best efforts and act in good faith to cooperate with the Lessor or any new Lessee to perform the Operations on or after the Termination Date. Such cooperation required of the Lessee shall include without limitation the provision of all relevant documentation and information held or used by the Lessee relating to the Lease Property and the Operations (including manuals, records, data, etc), but shall exclude any intellectual Property Rights.





## ARTICLE XIV

### COMPENSATION

- 14.1 Compensation Upon Force Majeure: The Parties shall bear their respective costs and neither party shall be required to pay the other Party any costs arising out of an event of Force Majeure.
- 14.2 Compensation On Termination Due To Lessee Event Of Default: If the termination is due to a Lessee event of default, the compensation payable by the Lessee to the Lessor shall be the aggregate of Annual Lease fees and all costs, expenses, charges incurred or sustained as a result of such termination.
- 14.3. Compensation on Termination due to a Lessor Event of Default: If the termination is due to a Lessor event of default, the compensation payable by the Lessor to the Lessee shall be the aggregate of: (a) any and all cost, expenses, charges and penalties incurred or sustained as a result of such termination, including the cost of removal of the Movable Assets (if any) (b) Any and all construction and development cost incurred by the Lessee pursuant to the conduct of the Development Plan calculated on a pro rated basis.
- 14.4 Compensation on Expiry of the Lease Term: The Parties shall bear their respective costs upon the expiry of the Lease Term.
- 14.5 Delayed Payment to the Lessee: If for any reasons, other than those attributable to the Lessee, the Lessor fails to pay the payments that it is required to make in accordance with this Article on the Termination Date, the Lessor shall be liable to pay interest at the rate of NIBOR plus [five percent (5%)] compounded monthly for the period of the delay until payment thereof.
- 14.6 Delayed Payment to the Lessor: If for any reason, other than those attributable to the Lessor, the Lessee fails to pay the payments that it is required to make in accordance with this Article on the Termination Date, the Lessee shall be liable to pay interest at the rate of NIBOR plus [five percent (5%)] compounded monthly for the period of the delay until payment is made thereof.
- 14.7 Remedies Cumulative: The exercise of the right to terminate this Agreement by either Party shall not preclude such party from availing any other rights or remedies that may be available to it under law. All remedies available to the parties shall be cumulative and the exercise or failure thereof of one or more remedies by any party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such party





## ARTICLE XV

### INDEMNITIES; LIABILITIES

- 15.1 Lessee Indemnity: The Lessee shall indemnify, defend, and hold harmless the Lessor, from and against any and all liabilities, losses, expenses and claims for personal injury or property damage or any Lessee's acts or omissions in the performance of its obligations hereunder. Without limitation to the foregoing, the Lessee shall indemnify and keep indemnified the Lessor for any breach by the Lessee of any of the terms, representations and warranties contained herein.
- 15.2 Lessor Indemnity: The Lessor shall indemnify, defend and hold harmless the lessee, from and against any and all liabilities, losses, expense and claims for personal injury or property damage that arise from or out of the Lessor's negligent act or omissions in the performance of its obligations hereunder. Without limitation to the foregoing, the Lessor shall indemnify and keep indemnified the Lessee for a breach of any of the terms, representations and warranties contained herein.
- 15.3 Cumulative Remedies: All rights and remedies provided hereunder to the Lessor and/or the Lessee and all rights and remedies available to the Lessor and/or the Lessee under Applicable Law shall be cumulative and concurrent. The exercise by the Lessor or the Lessee of its rights or remedies under this Agreement shall not operate as a waiver of its rights and remedies under Applicable Law.

## ARTICLE XVI

### GOVERNING LAW; DISPUTE RESOLUTION

- 16.1 Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of Nigeria, excluding any provisions of conflicts of law that would cause the laws of another jurisdiction to apply.
- 16.2 Disputes: Any dispute, controversy or claim arising out of or in relation to or in connection with this Agreement and the activities carried out hereunder, including without limitation any dispute as to the construction, validity, interpretation, enforceability or breach of this Agreement (each a "Dispute") shall be exclusively and finally settled pursuant to the dispute resolution process described in Sections 16.3 and 16.4.
- 16.3 Mutual Consultation: If either Party believes that a Dispute exists, it may deliver a notice to the other party requesting that the Dispute be referred to the senior management of the parties. Any such notice shall include the names of the senior management of the party nominated to attempt to





resolve the Dispute, and a schedule of their availability during the twenty one (21) day period following the date of the notice. Within seven (7) days after receipt of a notice pursuant to the preceding sentence, the other party shall provide a notice to the party nominated to attempt to resolve the Dispute, and a schedule of their availability during the remainder of the twenty one (21) day period following delivery of the notice, the nominated members of the senior management of the parties shall meet as frequently as possible, and shall attempt in good faith to use best efforts to resolve the Dispute.

- 16.4 Binding Arbitration: If the parties cannot resolve the Dispute in accordance with the procedure specified in Section 16.3, then any party may submit such Dispute to arbitration by notice to the other party. Such arbitration shall be governed by the Rules of Arbitration of the International Chamber of Commerce, as in effect on the date of such notice. The arbitral tribunal shall consist of three (3) arbitrators. The party initiating the arbitration shall provide written notice to the other party of the arbitrator that it nominates. Within fourteen (14) Days of the receipt of such notice, the other party shall provide to the initiating party a written notice identifying the name of the second nominated arbitrator, with the understanding that if such nomination is not made within such ten (10) Days period, then the International Court of Arbitration of the International Chamber of Commerce (the "ICC Court") shall make such appointment. Within (10) Days of the date of the appointment of the second arbitrator, the two arbitrators shall be appoint the third arbitrator, with the understanding that if the two arbitrators are not able to agree on third arbitrator within such ten (10) Day period, then the third arbitrator shall be appointed by the ICC Court. All three of the arbitrators shall be experienced in contracts of a similar nature to this Agreement, and all three individuals shall also be proficient in the written and spoken forms of the English Language. The arbitration proceedings shall be conducted and all related communications shall be in the English Language. The arbitration shall be final and binding upon the parties. The parties hereby waive, to the extent permitted by Applicable Law, any right to appeal or to review of such an award by any court or tribunal. Any award may be entered in any Court having jurisdiction for purposes of enforcement. The arbitral tribunal shall presumptively award legal fees and arbitral costs to the winning party, but the arbitral tribunal shall retain the right to make such other equitable allocation with regard to such fees and costs as it may determine. However, where all the parties are Nigerian, then the Arbitration Rules set out in the Arbitration and Conciliation Act shall apply. The arbitration shall be held in Abuja, Nigeria.

- 16.5 Waiver of Sovereign Immunity: The Lessor hereby irrevocable and unconditionally agrees that, to the extent that it, or any of its assets characterized as sovereign immunity or otherwise, from any legal proceedings, whether in Nigeria or elsewhere, to enforce any liability or obligation related to or arising from this Agreement, including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any Court or tribunal, immunity from execution of a judgment





and immunity of any of its property from attachment prior to any entry of judgment, or from attachment, or from attachment in aid of execution upon a judgment, it hereby expressly and irrevocably waives any such immunity, to the extent permitted by Applicable Law and agrees not to assert any such right or claim in any such proceedings, whether in Nigeria or elsewhere.

## ARTICLE XVII

### MISCELLANEOUS

- 17.1 Amendments: No change, amendment, or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto.
- 17.2 Assignment: This Agreement may be assigned to other parties only upon the prior written consent of the non-assigning party hereto, except the Lessor may assign this Agreement in whole or in part to any Governmental Authority, without the Lessee's consent, but with prior written notification to the Lessee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee; any assignment not in accordance with the provisions of this Section shall be void and without force or effect.
- 17.3 Sub-Contracting: The parties may engage any contractor or sub-contractor possessing the requisite skill, expertise and capability to perform some, but not all of its obligations under this Agreement **PROVIDED** that the party engaging the sub-contractor shall, at all times, be solely responsible for the action and omissions of that sub-contractor.
- 17.4 Survival: All rights accrued prior to the termination of this Agreement shall survive its termination.
- 17.5 Entire Agreement: The terms and provisions contained in this Agreement (including the Appendices) constitute the entire agreement between the parties with respect to the subject matter hereof.
- 17.6 Notices: Any notice, request, document, or other communication required or permitted under this Agreement may be given in any manner provided herein to the address or number provided below and shall be deemed effective as indicated: (a) if in writing and delivered in person or by courier, on the date it is delivered; (b) if sent by electronic or facsimile transmission, on the date that the sender receives written confirmation of such receipt by the recipient, **provided** that where a copy is sent in accordance with clause (a) or (b)





above; or (c), if sent by certified or registered mail (airmail, if overseas) or the equivalent return receipt requested), on the date that mail is delivered unless the date of such delivery or receipt, as applicable, is not a business day in the place of such delivery or receipt, or such communication is delivered or received, as applicable, after the close of business on a business day in the place of such delivery or receipt, in which case such communication shall be deemed given and effective on the next business day in the place of such delivery or receipt following such day. Notices shall be given as follows:

**(a) For the Lessor:**

**TAFAWA BALEWA SQUARE MANAGEMENT BOARD**

**Attention: Managing Director**

**Telephone:**

**Facsimile:**

**(b) For the Confirming Party:**

**BUREAU OF PUBLIC ENTERPRISES**

**11, Osun Crescent**

**Abuja, Nigeria**

**Attention: Director General**

**Telephone: 234-94234670**

**Facsimile: 234-94134672**

**(c) For the Lessee:**

**BHS INTERNATIONAL LIMITED**

**Lagos, Nigeria**

**Attention: Managing Director/CEO**

**Telephone: 08033218343**

**Facsimile:**

- 17.7 **Confidentiality:** Each party agrees to hold in confidence for a period of five (5) years following the termination of this Agreement, any information supplied to such party (the "Receiving Party") by the other party (the "Disclosing Party") and related to the Lease Property, the Movable Assets, the Operations or this Agreement. The Receiving party shall be entitled to disclose such information to its officers, directors, employees and or agents who have a need to know in order to assist the Receiving Party in the performance of its obligations hereunder; provided that the Receiving Party shall be responsible for ensuring that all such persons keep such information within any one of the following categories or any combination thereof: (a) information that was in the public domain prior to the Receiving Party's receipt thereof from the Disclosing party or that subsequently becomes part of the public domain by publication or otherwise except by the Receiving party's wrongful act; (b) information that the Receiving party can show was lawfully in its possession prior to receipt thereof from the Disclosing party through no breach of any





information that the Receiving party can show was lawfully in its possession prior to receipt thereof from the Disclosing party through no breach of any confidentiality obligation; or (c) information received by the Receiving party from a third party having no obligation of confidentiality contained herein if the Receiving party discloses such confidential information as required by Applicable Law.

- 17.8 No Waiver: Any failure of any party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any and each such provision.
- 17.9 Severability: The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.
- 17.10 Further Assurances: The parties agree to provide such information, execute and deliver any such instruments and documents and to take such other actions as may be necessary or reasonably requested by the other party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.
- 17.11 Compliance With Laws; Officials Not to Benefit: The Lessee shall comply with all laws applicable to its performance under his Agreement including those dealing with improper or illegal payment, gifts or gratuities. In any event, the Lessee represents and warrants that it has not paid, promised to pay or authorized the payment of, and agrees that it shall not pay, promise to pay or authorize the payment of, any money or anything of value, directly or indirectly to any person (whether a government official or private individual) for the purpose of or where there is a likelihood of illegally or improperly inducing any official or political party or official thereof in obtaining or retaining business, or to take any other action favourable to the Lease Property, the Movable Assets, the Operations, the Lessor, the Lessee, or third party thereto.
- \* 17.12 Transitional Period. Transitional period shall be the period between the Execution Date and the Effective date, not exceeding ninety (90) days from the Execution date. Both parties shall mutually agree on a Transitional plan to be implemented during the Transitional period.
- 17.13 Schedules All schedules are fully and expressly incorporated into this Agreement

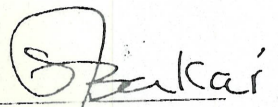


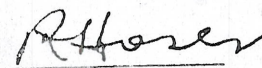


IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR  
RESPECTIVE COMMON SEALS TO BE AFFIXED HERETO THE DAY AND  
YEAR FIRST ABOVE WRITTEN

THE COMMON SEAL OF THE WITHIN NAMED  
TAFAWA BALEWA SQUARE MANAGEMENT BOARD (LESSOR)

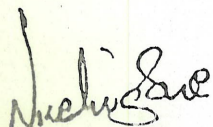
is hereto affixed in the presence of

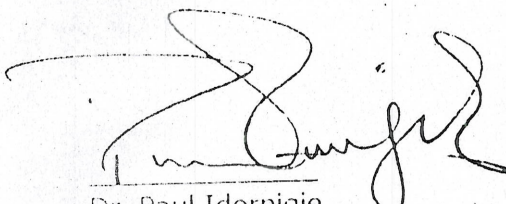
  
Managing Director

  
Company Secretary

THE COMMON SEAL OF THE WITHIN NAMED  
BUREAU OF PUBLIC ENTERPRISES (CONFIRMING PARTY FOR  
LESSOR)

is hereto affixed in the presence of

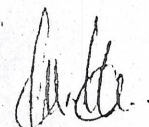
  
Mrs. Irene N. Chigbue  
Director General

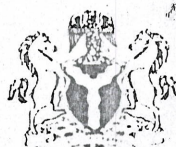
  
Dr. Paul Idornigie  
General Counsel

THE COMMON SEAL OF THE WITHIN NAMED  
BHS INTERNATIONAL LIMITED (LESSEE)

is hereto affixed in the presence of

  
Fred Archibong  
Chief Executive Officer

  
Ukpeme Akpan  
Company Secretary





## Appendix A

All that piece and parcel of land covered by Certificate of Occupancy registered as No 94 at page 94 in Volume 87 of the Federal Land Registry Office, Ikoyi Lagos dated the 24<sup>th</sup> day of July 2002, excluding the areas marked as Sport Field (Cricket Pitch), Memorial Arcade and Club Arcade as shown in the Survey Plan attached as Schedule Appendix A.





**NOTES**

1. All dimensions are in meters unless otherwise stated.

2. The site plan is based on the existing topography and the proposed development is shown in dashed lines.

3. The site plan is subject to the approval of the relevant authorities.

4. The site plan is for information only and does not constitute a contract.

5. The site plan is for information only and does not constitute a contract.

6. The site plan is for information only and does not constitute a contract.

7. The site plan is for information only and does not constitute a contract.

8. The site plan is for information only and does not constitute a contract.

9. The site plan is for information only and does not constitute a contract.

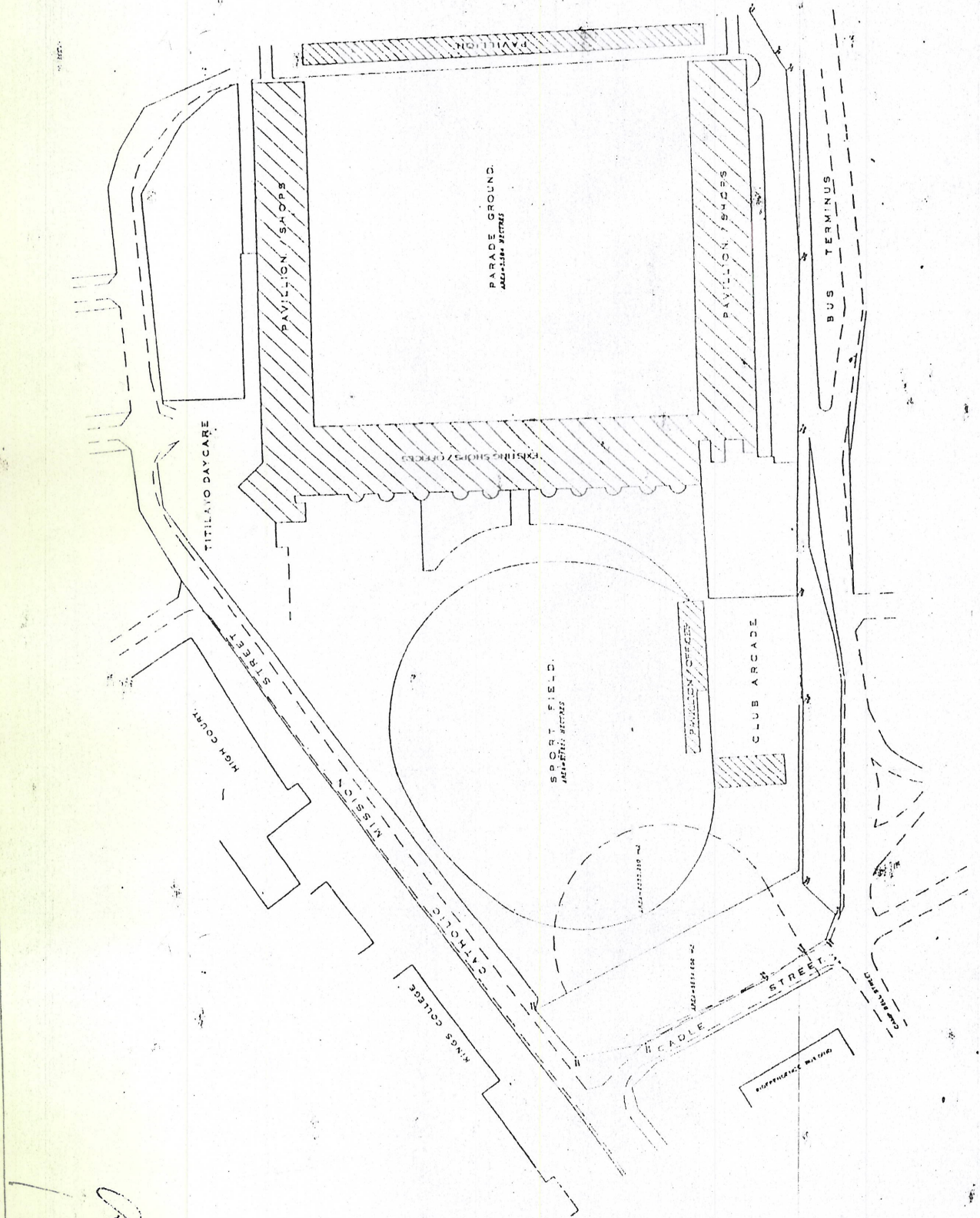
10. The site plan is for information only and does not constitute a contract.

**Design Drawing**



**Design Group Nigeria**  
 Architects & Urban Designers  
 11 Akoka St. PO Box 2166 Lagos  
 Tel: 01-2612345, 2612346  
 Fax: 01-2612347, 2612348  
 Email: dg@designgroupnigeria.com  
 Website: www.designgroupnigeria.com

Project Name	PROPOSED T.B.S. DEVELOPMENT
Client	ONYIA LAGOS
Location	Lagos Island, Lagos State
Scale	1:1000
Date	1/2000
Drawn by	11729/GA/01





## Appendix B

### FIXED ASSETS

S/N	DESCRIPTION
1	<b>Parade Ground:</b> The ground is rectangular with a total land area of 3.9615 hectares. It is constructed of mass concrete. There are 6(nos) entrances into the parade ground. The entrances are provided with heavy-duty steel gates.
2	<b>Pavilion with a sitting capacity of 55,000</b> Eastern Pavilion: the building is on three floors. The ground and mezzanine floor comprises shops and kiosk (new). The offices are on the first, second and third floors. The pavilion is attached at the rear and overlooks the parade ground. It has a sitting capacity of 27,500. The ground floor shops are shops 1-9, In the mezzanine floor are shops 1A – 19A. Kiosks are 1-5. The offices, which are on the first floor, second and third floors are office Nos. A, B 1B-20B, 20C, WW1-WW20, LC1-LC6. Western Pavilion: Ground floor shops 20-40, Mezzanine Level shops 20A-40A, New Kiosks 6-11 and Offices 21B-40E, WW21-WW42, LC7-LC12 The Terrace: The shops are shops Nos. 41-95F, the mini shops are Nos. 1-18, while the kiosks are Nos. 1-49.
3	<b>Multi-purse Hall with a floor space of 1289.61m<sup>2</sup></b>
4	<b>Car Parks</b> Car park 1 with an area of 5304m <sup>2</sup> Car Park 2 with an area of 3494m <sup>2</sup> Car Park 3 with an area of 1218m <sup>2</sup> Car Park 4 with an area of 1945m <sup>2</sup>
5	<b>Floodlights of 100 units</b>
6	<b>Commercial borehole with standard treatment plant</b>
7	<b>2(nos) underground tanks and overhead tank</b>





8	<b>Public Address system</b>
9	<b>Towers</b>
10	<b>Public Toilets</b>
11	<b>Administrative Block</b> – two storey building comprises offices on 2-floors and an attached pavilion. The ground floor has a lettable floor space of approximately 270m2.
12	<b>Club Arcade office buildings.</b> This is a structure with a combination of offices, multi-purpose hall, Club Arcade bar and lounge
13	<b>South-East Block.</b> This is three-storey purpose built office block located close to the entrance of the bus-stop side.
14	<b>South-West Office Block:</b> This building as the name implies is located at the S.W. close to the entrance gate. It is almost similar to the S. E. Block.
15	<b>School building with a floor space of 220m2</b>
16	<b>Parameter fence</b>
17	<b>Taxi shed</b>
18	<b>3(nos) Electricity Generating Plants.</b> They are rated capacities of 760 KVA, 670 KVA and 125 KVA.

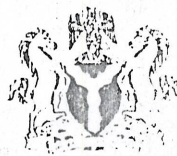




## APPENDIX C

### DEVELOPMENT PLAN

- CONFERENCE HALL: -To be rented out for weddings, conferences, workshops and other events
- Its automation
  - Out - door advertising
  - Branding of the complex and the different sections in them
  - Selling seats
  - Weekly conferences and trade fairs
  - The Lagos evening event center
  - Establishment of activities regularly at the Square
  - Sumrnits, workshops, meetings with events at the centers regularly
  - Cinema halls and theatre
  - Cyber café and business centers
  - Establishment of conference halls and offices for rent
  - Innovative coloured shops for rent (pre-fabricated)
  - Barbeque and sit - outs
  - Organization of all public private sectors relationships
  - Children's play ground and amusement parks
  - Setting up of office spaces and rents
  - Setting up of a large screen at the Complex, to beam world events, football matches daily
  - Designing and production of cultural and traditional films at the complex
  - Several chalets by the complex
  - Weekly and temporary markets to take place at weekends
  - Establishment of a sports, health, therapy and recreation center
  - Production and sales of video CDs with coloured books of all events in Nigeria
  - Setting - up of car parks management systems





- Sales of drinks / food
- Set - up of culture crafts shop
- Museum, Gallery and Art garden
- Travel agencies and tour operations firms with airline offices
- Casino

**We plan to execute the following at the moment: -**

- Remodel and redevelop the existing shop / offices to be larger as to accommodate international investors.
- Build extra 1,000 shops / offices and two international standards conference halls.
- A 6- floor, pre-fabricated mix - development structure: -To house the gallery, museum, cinema, theatre, meeting rooms and car parks (on 4 floors).
- Refurbishment and equipping the pavilion area, as to house events, tournaments and summits.
- Design, build and manage a social club that will have about 500 - 1,000 members, like the Lagos Lawn Tennis and Yoruba Clubs, etc.
- A decoratively furnished park with sit outs.
- A hotel joining the shops / offices and the block of offices / apartments with the Social Club.
- Utilization of the extra buildings for a shopping mall.
- Table & Lawn Tennis, Squash & Bowling Sports: - We shall start these events, with international participants.
- Shopping Mall / Car Parks: - A total of about 1,000 shops will be there, including another 1,000 car parking spaces, at the open spaces, using an automated pre- fabricated multi- storey structure (see picture) to give a total corporate, marketing and events out look.
- Cinema & Theater: Daily, we will have three sets of films being shown and live theatre of Nigerian artistes at the Square.
- Hotel: - To assist in reducing the existing shortages of hotel rooms in Lagos, our proposed 5- star hote will have 300 rooms, with all amenities, and will cater for the large guests on Lagos Island and environs, where no major hotel is situated.





- Sales of drinks / food
- Set - up of culture crafts shop
- Museum, Gallery and Art garden
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- A hotel joining the shops / offices and the block of offices / apartments with the Social Club.
- Utilization of the extra buildings for a shopping mall.
- Table & Lawn Tennis, Squash & Bowling Sports: - We shall start these events, with international participants, at Shopping Mall / Car Parks: - A total of about 1,000 shops will be there, including another 1,000 car parking spaces, at the open spaces, using an automated pre- fabricated multi- storey structure (see picture) to give a total corporate, marketing and events out look.
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## APPENDIX D

### OPERATIONS

Messrs. TBS City, our project developers, will mostly handle the conceptualization, supervision and regulatory role, as to effectively allow our international and local technical partners, consultants and contractors handling their various professional works on site.

Our operational methodology will involve creating a central structure for all participants to draw from, while executing on several fronts, development programmers.

The Chief Executive, an experienced project developer from South Africa, will report to the board, or Chairman, in case of urgent decisions.

The Executive Director, an experienced Business and Communications Nigerian expert, will report to the Chief Executive, with sometimes direct relationship with the Chairman.

The other directors, reporting to both the Executive Director and sometimes, if necessary, to the Chief Executive.  
Every other staff operates according to directives.



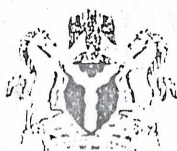


## APPENDIX E

### LEASE FEES

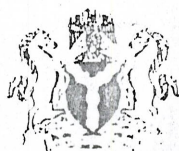
The Lease shall pay the following fees to the Lessor in consideration of this Agreement and the right to perform the Operations:

- (a) an initial payment of NI50,000,000.00 (One hundred and fifty million Naira) to be paid within fifteen (15) days after the Execution Date (the "Commencement Fee");
- (b) an annual payment of a sum as specified in the schedule below to be paid on or before the Effective Date, and on or before the same date every twelve (12) months thereafter (the "Lease Fee")





Financial Proposal Payments Summary						
Concession of TAFAWA BALEWA SQUARE						
Name of Bidder : BHS INTERNATIONAL CONSORTIUM						
Year Col 1	Movable Assets (NGN) Col 2	Initial Fees Col 3	Annual (Fixed) Fee (NGN) Col 4	Total Payment in NGN Col 5	Discount Factor Rate Col 6	Net Present Value of Total Payment in NGN (@ 8%) Col 7
1		150,000,000	100,000,000	250,000,000	1.000	250,000,000
2			100,000,000	100,000,000	0.9259	92,590,000
3			100,000,000	100,000,000	0.8573	85,730,000
4			100,000,000	100,000,000	0.7938	79,380,000
5			100,000,000	100,000,000	0.7350	73,500,000
6			100,000,000	100,000,000	0.6806	68,060,000
7			100,000,000	100,000,000	0.6302	63,020,000
8			100,000,000	100,000,000	0.5835	58,350,000
9			100,000,000	100,000,000	0.5403	54,030,000
10			100,000,000	100,000,000	0.5002	50,020,000
11			250,000,000	250,000,000	0.4632	115,800,000
12			250,000,000	250,000,000	0.4289	107,225,000
13			250,000,000	250,000,000	0.3971	99,275,000
14			250,000,000	250,000,000	0.3677	91,925,000
15			250,000,000	250,000,000	0.3405	85,125,000
16			250,000,000	250,000,000	0.3152	78,800,000
17			250,000,000	250,000,000	0.2919	72,975,000
18			250,000,000	250,000,000	0.2703	67,575,000
19			250,000,000	250,000,000	0.2502	62,550,000
20			250,000,000	250,000,000	0.2317	57,925,000
21			500,000,000	500,000,000	0.2145	107,250,000
22			500,000,000	500,000,000	0.1987	99,350,000
23			500,000,000	500,000,000	0.1839	91,950,000
24			500,000,000	500,000,000	0.1703	85,150,000
25			500,000,000	500,000,000	0.1577	78,850,000
26			700,000,000	700,000,000	0.1460	102,200,000
27			700,000,000	700,000,000	0.1352	94,640,000
28			700,000,000	700,000,000	0.1252	87,640,000
29			700,000,000	700,000,000	0.1159	81,130,000
30			700,000,000	700,000,000	0.1073	75,110,000
			9,500,000,000	9,650,000,000		
FINANCIAL OFFER IN NGN						2,617,125,000





## APPENDIX F

### STAFFING AND SUCCESSION PLAN

Messrs.TBS City Ltd., a subsidiary of BHS International, a jvc project development firm, for the Tafawa Balewa Square, will have a concept policy and supervisory role in its total development.

Several Multi- national, technical and operations firms will handle several aspects of the proposed City – Center.

Our Organizational Structure is -:

- Managing Director
- Executive Director
- Director of Business Development
- Heads of Departments – Finance/ admin, Operations, Marketing /Sales
- Managers of all departments
- Officers of all sections.

We will employ some of the staff of the present Tafawa Balewa Investments Ltd.:

- The Estate Manager and his staff
- The Company Secretary
- The top Accounts Officer
- The Administration's top officer
- The drivers, cleaners, messengers, security staff.

This will enable us succeed effectively, in the Management of the Square, with our retaining about 70 – 80 former staff, we will be able to have a smooth, successful succession plan.

