

SEGUNDO INFORME

COSTO BENEFICIO RELATIVO A LA OFICINA DE CEPAL EN PUERTO ESPAÑA  
(TRINIDAD Y TOBAGO)

Preparado por  
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Dependencia Común de Inspección

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COPIAS CONTRATOS DE ARRENDAMIENTO

- 1) CEPAL (Trinidad y Tobago)..... 7 y 18 (Ver referencias)
- 2) Oficina O.I.F.....13 y 18 ( " " )
- 3) Oficina PNUD\*.....13 y 18 ( " " )

\*El contrato PNUD es el mismo que reposa en los archivos oficiales firmado y protocolizado.



## RESUMEN DEL INFORME

En el año 1987, la Dependencia Común de Inspección, realizando una visita a Santiago de Chile (CEPAL) decidió ampliar labores de medios para realizar mayores medidas de economías en el uso eficiente y racional de los fondos de las Naciones Unidas en el desarrollo de las actividades de la institución. De este ejercicio nació el contenido del Informe (JIU/Nota/8//2)

El Informe - Nota en ciernes, vio la necesidad de ampliar y relocalizar el área de trabajo de algunas de las oficinas del CEPAL, ubicados en un edificio alquilado en los alrededores de la Sede en Santiago de Chile.

Las oficinas estaban albergadas en un local, en el cual, CEPAL tenía que pagar alquileres cuyo costo, entre otros, incluía un ajuste inmobiliario del 6% anual. Estos alquileres estaban financiados, en parte, por el presupuesto regular de las Naciones Unidas y, por otra, por Fondos extrapresupuestarios donados por el Fondo de las Naciones Unidas para la Población. Los pagos realizaron la institución por un período de 10 años. Los propietarios decidieron reducir el espacio rentable a CEPAL, por razones de necesidades personales. Había que encontrar otra solución viable para CEPAL con las mayores economías en mente para la Organización. El espacio requerido era alrededor de unos 2,500 m<sup>2</sup>. Después de un estudio pormenorizado de varios lugares, disponibles en los predios de CEPAL, y tomando en cuenta todos los factores tales como efectos ecológicos, y los peligros de los fenómenos climatológicos, etc., se optó por la construcción de un pabellón adicional. Se construiría en una área de estacionamiento que serviría para tener oficinas modulares, guardando el alineamiento estético, que demanda las especificaciones, como reglamento cardenal de los tipos de construcción de las Naciones. Esto se realizó con el monto de alquileres a pagar del presupuesto regular y de los fondos extrapresupuestarios cuya cantidad ascendió a sólo U.S.\$ 632.000.-.

En Puerto España, el problema es más agudo puesto que los locales rentables, para uso de oficinas de las agencias especializadas, tienen cánones de arrendamiento muy altos (véase el Cuadro II, pág. 8) y con tipos de contratos que no brindan grandes ventajas a los locatarios internacionales. Sin embargo, el Gobierno se ha manifestado en dar, libre de costo, áreas para edificaciones de las organizaciones internacionales. En las conclusiones y recomendaciones del Informe se detallan estos pormenores con más lujo de detalles.



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COSTO BENEFICIO RELATIVO A LA OFICINA DE CEPAL EN PUERTO ESPAÑA  
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I. INTRODUCCION

1. Como consecuencia del Informe de la Dependencia Común de Inspección, (JIU/Note/87/2), en relación con el uso racional del espacio y la ubicación de las oficinas en la sede de CEPAL, en Santiago de Chile, decidimos darle seguimiento al problema del alojamiento funcional, en la búsqueda de una solución permanente y a bajo costo para la oficina de la sub región

2. El caso de Santiago de Chile reviste características particulares, ya que debido a circunstancias no comunes, originadas por fenómenos naturales tales como infiltraciones subterráneas de agua y daños causados a las edificaciones por el terremoto de 1985, se hizo obligatorio el traslado de oficinas a un edificio adyacente, propiedad de una entidad no miembro de la familia de las Naciones Unidas, a la que CEPAL se vio obligada a pagar alquileres. Según el contrato de arrendamiento del nuevo local, CEPAL debía pagar todos los años, un incremento automático del 6% en el cánón de arrendamiento, de lo contrario se perdía el derecho de usar el inmueble, es decir, quedaba rescindido el contrato de arrendamiento.

3. La Oficina Sub regional de Puerto España (Trinidad y Tobago), a pesar de no estar afectada por el problema de los fenómenos naturales, tiene restringida su capacidad de desarrollo, eficiencia y efectividad por tener espacios muy reducidos, y una ubicación de difícil acceso, situación que menoscaba las múltiples actividades de esta oficina, que presta servicios a todos los países del Caribe; circunstancias y hechos que impiden un desarrollo ordenado de los trabajos cotidianos de la Sub-Comisión económica regional.

## II. ANTECEDENTES

4. La oficina sub regional de Puerto España, localizada en la República de Trinidad y Tobago (Caribe), ocupó hasta principios de 1988 el edificio Salvatori, situado en un lugar muy poblado y de difícil acceso para el público en general.

5. Las oficinas, en ese entonces, ocupaban un espacio de poco más de 350 m<sup>2</sup>, de los cuales el gobierno local se comprometió pagar en su totalidad el arrendamiento del espacio cedido en el contrato original, esto era alrededor de 275 m<sup>2</sup>. Luego un espacio adicional de unos 150 m<sup>2</sup> fueron requeridos debido a la expansión de la oficina y de los programas de la sub Comisión, y éstos fueron sufragados con los fondos de CEPAL a un costo de II\$ 3.926.40 mensuales (alrededor de US\$ 1,500. mensuales.)

6. Continuó la expansión de las oficinas debido al aumento de la prestación de servicios a los nuevos Estados del Caribe, (Todos miembros de las Naciones Unidas) Hubo que aumentar la capacidad física de las oficinas en unos 200 m<sup>2</sup> adicionales. En vista de la situación económica del Gobierno huésped, éstos dejaron de pagar los alquileres y se trató de procurar un recinto adecuado, libre de alquileres. Esto no fue posible puesto que el gobierno decidió dirigir sus prioridades a los sectores domésticos que requerían atención inmediata. Como consecuencia de lo anterior y frente a una situación de hecho, CEPAL se vio obligada a buscar una solución al problema existente.

7. Luego de realizar un número plural de gestiones para encontrar otro local, que reuniera los requisitos mínimos para el desarrollo adecuado de las actividades de la oficina sub regional, se optó por ocupar de manera temporal

un local en el centro de la ciudad. Este local reunía los requisitos mínimos necesarios en ese entonces (1988), pero representaba solamente una solución pasajera. El nuevo local propiedad de la "Trinidad Publishing Co." en el Edificio "Guardian" localizado en la calle San Vicente, (centro de la ciudad) fue arrendada a un costo de 71\$ 330,069 anuales, (aproximadamente US\$ 90.000) pagados totalmente del Presupuesto de CEPAL (ECLAC).

8. Después de casi tres años de haber ocupado el local, el espacio resultó insuficiente, las oficinas incómodas, y el personal, la mayoría de las veces, laborando en condiciones difíciles por falta de ventilación y de aire acondicionado. En algunos sectores no hay protección contra incendio. Son inexistentes los espacios de almacenamiento que son necesarios, y en fin, la ubicación de las oficinas en el centro de la ciudad no permiten tener espacio suficiente para que estos puedan cumplir su cometido, no hay estacionamiento para el público y tampoco para los empleados presentándose dificultades de acceso para todos los usuarios de los servicios, debido a la inadecuada ubicación del inmueble. En consecuencia, al cabo de tres años, el edificio resulta inapropiado para el funcionamiento de la Oficina Sub Regional.

### III. EL PROBLEMA ACTUAL

9. Por lo dicho anteriormente, las oficinas actuales de la Sub-Comisión están ya en su punto crítico y las posibilidades de expansión de las mismas, en el inmueble que ocupan, son nulas. Sin embargo, la expansión de estas oficinas se hace necesaria debido al crecimiento de los programas en el área que trae consigo la necesidad del aumento en la capacidad de la prestación de servicios. La constante demanda de servicios y la presencia de los usuarios

que son los Estados del Caribe a los cuales se les brinda esos servicios. Este hecho se traduce en un aumento del tráfico humano que hace imposible realizar una labor productiva ni a mediano ni a largo plazo. Estas condiciones sólo representan una fórmula segura de ejecución de labores bajo condiciones desfavorables, de los cuales consecuentemente obtendrán resultados negativos.

10. Con las dificultades arriba anotadas calculamos que deben llegar a su punto crítico, cuando se dé inicio a los nuevos programas, dentro de los próximos dos años.

#### IV. ALTERNATIVAS DE SOLUCION

11. A pesar de no tener compromiso formal con CLPAL en lo referente al pago de alquileres en el nuevo local del edificio "Guardian", el Gobierno de Trinidad y Tobago (gobierno huésped), ve con beneplácito la presencia continuada de las Naciones Unidas y de sus agencias especializadas en Trinidad y Tobago. Además, el aumento del número de estados miembros y la importancia que éstos tendrán en la estrategia para el desarrollo de la región en el decenio que se avecina, hace que la oficina cobre importancia y la presencia de las Naciones Unidas sea más prestante.

12. En conversaciones informales, sostenidas con altos funcionarios de la administración gubernamental, el inspector y los administradores de CLPAL, pudieron constatar que el Gobierno de Trinidad y Tobago está dispuesto a ceder un globo de terreno, sin costo alguno para la Organización u organizaciones, que se destinaría para el uso de los Organismos internacionales que así lo deseen. A este efecto varias posibilidades fueron exploradas y de éstas, el área que reviste mayor opción para ser ocupada por las agencias del Sistema de



las Naciones Unidas es el área de CHAGUARAMAS (sitio de una antigua base militar), desocupada hace menos de 5 años, donde ya están emplazadas todas las instalaciones infraestructurales, tales como calles, luz, agua y sistema de alcantarillado, etc.

13. La instalación física de una oficina del Sistema de las Naciones Unidas podría iniciar la creación de un centro internacional que gozaría del apoyo de cualquier Gobierno aunado a la perspectiva de construir sus planteles, de acuerdo con sus necesidades presentes y futuras, así como la cercanía de las oficinas para la comunicación inmediata y la posibilidad de realizar la debida coordinación de políticas de trabajos, que debe existir sin problemas de desplazamientos confusos y tediosos, nos parece válido el ensayo desde todo punto de vista lógico y funcional.

14. Sería viable para CIPAI acoqorse a esta alternativa de solución por varias razones, a saber:

- a) la instalación de las oficinas de la Sub Comisión sería ubicada en una área conteniendo todas las facilidades necesarias para realizar una labor adecuada
- b) Se instalaría en una área en donde podría proyectarse toda la tarea presente y lo visualizado para su futura expansión.
- c) la posibilidad de obtener una área 4 ó 5 veces mayor que la que ocupa actualmente la Sub-Comisión, que es lo que permite que la previsión de expansiones futuras sean reales y efectivas.

- d) La economía en alquileres a pagar, una vez satisfecha la fase inicial de la instalación, sería inexistente y las cantidades que actualmente se pagan, en concepto de alquileres, podrían ser utilizadas a través de dos (2) bienios para obtener el resultado funcional, eficaz y permanente sin erogaciones al presupuesto regular de las Naciones Unidas.

#### V. SUGERENCIAS

15. Si tomamos en cuenta la posibilidad de que el gobierno huésped esté anuente a donar el terreno para la construcción de las edificaciones antes citadas, cubriendo las mismas una área cuatro a cinco (4-5) veces mayor que en la actualidad, las oficinas de la Sub Comisión en el Caribe, el proyecto resulta a todas luces factible y su realización posible dentro de la mayor economía y sin otras erogaciones para los Estados Miembros. Esto confirma el precedente de la construcción, realizada del ejercicio anterior (JIU/Note/87/2), cuyo costo fue de US\$ 632.000 (Doc. n/45/96) en relación a un local para albergar otras oficinas de CIPAL.

#### VI. CONCLUSIONES Y RECOMENDACIONES

16. La necesidad de tener una oficina Sub Regional en el Caribe que facilite las gestiones de los Estados miembros de la Sub Región, es una necesidad a todas luces convenientes. Estas oficinas, por razones de estrechez económica han tenido impedimentos físicos para desarrollar su labor a plenitud, desde sus inicios hasta el presente. Nos referimos a su funcionamiento en locales inadecuados de difícil acceso al público y otros problemas tales como seguridad etc., que ya han sido expuestos en el presente informe.

17. En esta ocasión se presenta la oportunidad de aplicar una solución, ya puesta en marcha con éxito en otra instalación de la Comisión Económica de la región, que funciona efectivamente en la actualidad. Por ello no debemos dudar de la repetición del éxito, de la instalación de oficinas adecuadas, amplias, seguras y funcionales, sin perder las características de la estética cónsonas con las especificaciones en las edificaciones de las Naciones Unidas.

18. No hay duda de que si se llegase a instalar las oficinas de CEPAL en el área sugerida por el gobierno huésped, las otras agencias iniciarían gestiones para tener sus instalaciones situadas en esta misma. En varias entrevistas celebradas con los Representantes y Directores de las Agencias Especializadas en Puerto España con el inspector así fue lo manifestado.

19. A continuación el cuadro de los alquileres que pagan algunas Organizaciones actualmente localizadas en Puerto España

CUADRO

ORGANIZACION	DOLARES II	US\$	%	DURACION ARRENDAMIENTO
	ALQUILER ANUAL	ALQUILER ANUAL		
CI PAL <sup>1</sup>	369 154	1 103 000	12%	6 años
PIVUD <sup>2</sup>	155 946	1 44 000	15%	5 años
FAO <sup>3</sup> *	120 000	1 34 000		
UNESCO <sup>4</sup>	N/A	1 N/A		N/A
OII <sup>5</sup>	276 000	1 78 000		

## Notas

- 1 Ocupa menos de 500 m<sup>2</sup>
- 2 Ocupa alrededor de 300 m<sup>2</sup>
- 3 Ocupa alrededor de 250 m<sup>2</sup>
- 4 Ocupa alrededor de 200 m<sup>2</sup>

\*El Gobierno paga 11\$ 36 000 (1 US\$ 9 000 )

20. Del Cuadro representado, es obvio las economías que tendrían las agencias en tener sus locales propios, las facilidades que representaría la cercanía en una sola área y no como están ahora, dispersas por diversos lugares en Puerto España. En fin, tendría más sentido de coordinación y cumplirían mejor sus obligaciones con los países de la región.

21. La sugerencia de tener localizadas las distintas Agencias y las Naciones Unidas en una área que reúne todos los requisitos necesarios para el buen funcionamiento y la administración de los servicios que demanda la comunidad caribeña, está plenamente justificada y recomendamos la iniciación de gestiones para la puesta en marcha de la Obra.

22. Recomendación No. 1: Como primer paso, CEPAL debe iniciar, de inmediato, conversaciones con el Sector Oficial para negociaciones conducentes a la entrega libre de costo del Globo de Terreno, que ha de albergar las Oficinas de la Sub-Comisión.

23. Recomendación No. 2: Una vez concluída la primera fase, habría que estudiar y realizar los arreglos "in situ" para la Construcción del Local (Solución - CHLADL/CEPAL); para ello es necesario:

"Los arreglos financieros necesarios para la realización de la obra, una vez que finalice el presente Contrato de Arrendamiento con la Trinidad Publishing Co."

24. Recomendación No. 3: Todas las agencias que ahora pagan alquileres a terceras personas deben alertar a sus respectivas organizaciones de las economías que obtendrían en tener terreno y edificio propio.

25. Recomendación No. 4: Todas las agencias deben subrayar, en sus estudios de racionalización de gastos, las economías y beneficios que representaría la colectivización de las agencias en un sólo lugar, en materia de seguridad, economías de transporte, gastos de mantenimiento y otros.

ANEXO 1

CEPAL (Trinidad y Tobago)

TRINIDAD

REG. ON 30.5.88

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REG. No. 8662 of 1988

THIS LEASE made the                    day of April in the year of Our Lord One Thousand Nine Hundred and Eighty-Eight Between TRINIDAD PUBLISHING COMPANY LIMITED a company duly incorporated under the Laws of Trinidad and Tobago and having its registered office at No. 22-24 St. Vincent Street, in the City of Port of Spain, in the Island of Trinidad (hereinafter called "the Lessor" which expression where the context so admits shall include the reversioner for the time being immediately expectant on the determination of the term hereby created) of the One Part and UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBEAN represented by CLYDE APPLEWHITE, Director of its Subregional Headquarters for the Caribbean situate at Room 300 Salvatori Building, in the City of Port of Spain, in the Island of Trinidad, (hereinafter called "the Lessee" which expression where the context so admits shall include its successors in title and its permitted assigns) of the Other Part.

WHEREAS the Lessor is the owner of the building (hereinafter called "the Building") being No. 22-24 St. Vincent Street, in the City of Port of Spain aforesaid and at the Lessee's request is desirous of letting a portion thereof to the Lessee for the purpose of carrying on therein the Lessee's business

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the rent hereinafter reserved and of the covenants of the part of the Lessee hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL those premises (hereinafter referred to as "the Demised Premises") being the Second Floor of the Building comprising 14,868 square feet TOGETHER with:

- (a) the exclusive right to use at all times during the term hereinafter created the lavatories and conveniences on the Demised Premises, and
- (b) the right for the Lessee its servants customers licensees and persons authorised by it in common with the Lessor and its other tenants or Lessees of the remaining portion of the Building and all other persons having the like right at all times during the term hereby created to use the entrance hall lifts, staircases, landings, passages, lobbies, driveways and the forecourt for purposes of ingress and egress only to and from the Demised Premises but not for any other purpose;
- (c) the exclusive right for the Lessee, its servants, customers, licensees, and persons authorised by it to use eight (8) parking lots for motor vehicles in the area provided by the Lessor for that purpose;

excepting and reserving to the Lessor:-

- (a) all rights of light and air and all other easements over or in respect of or arising out of the Demised Premises or any adjoining premises;

- (b) all water and air conditioning pipes, ventilation ducts, electric and other wires, flues and drains now or hereafter laid or constructed by the Lessor in through or under the Demised Premises or any adjoining premises and the free and uninterrupted use of the same

TO HOLD the same unto the Lessee from the First day of May, 1988 for the term of SIX YEARS.

2. The Lessee shall during the said term pay to the Lessor in manner and subject to the provisions hereinafter appearing the following annual rents that is to say: -

- (a) during the first, second and third years of the said term THREE HUNDRED AND THIRTY THOUSAND AND SIXTY-NINE DOLLARS AND SIXTY CENTS;

- (b) during the fourth, fifth and sixth years of the said term such sum or sums as may be agreed by and between the parties hereto as to be the current market rental value of the Demised Premises on the 1st day of April, 1991 such rental not be less than or to exceed by more than 12% the rent currently payable disregarding any increase in the current rental value of the Demised Premises attributable to any alterations or additions carried out to the Demised Premises by the Lessee with the consent of the Lessor during the term or during any previous occupation of the Demised Premises by the Lessee or in default of such agreement as may be determined by arbitration in accordance with the provisions of Clause 5 (g) hereof

such rents to be clear of all deductions and to be payable in advance by equal monthly instalments on the first day of each and every month during the said term



3. The Lessee to the intent that the obligations hereby created should continue throughout the said term HEREBY COVENANTS with the Lessor as follows:

- (a) To pay the rents hereinbefore reserved at the times and in the manner in which the same are made payable without any deductions.
- (b) From time to time and at all times during the term to keep in good and substantial repair and condition the inside of the Demised Premises including the doors and windows and the Lessor's fixtures therein and additions thereto (fair wear and tear, damage by fire, Act of God or any other cause beyond the control of the Lessee excepted save where any insurance moneys which might otherwise be recoverable are rendered irrecoverable by and in consequence of the act or default of the Lessee).
- (c) Subject as hereinafter provided not to make or suffer to be made any alterations in the construction of the Demised Premises without the previous written consent of the Lessor and not without the like consent to cut alter or injure any of the walls timbers or floors thereof and at the request of the Lessor to remove at its own cost on the termination of the Lease any alterations made to the Demised Premises.
- (d) At the end or sooner determination of the term hereby granted and unless otherwise agreed peaceably to yield up to the Lessor the Demised Premises together with all the fixtures and fittings therein (tenant's fixtures excepted) in good and substantial repair and condition in accordance with the lessee's covenants in that behalf contained.

(e) To permit the Lessor and any person or persons authorised by the Lessor with or without surveyors agents workmen and others at mutually agreed times during the daytime and in case of fire or other emergency at any time to enter into and upon the Demised Premises for any purpose connected with the management repair or protection of the Building or of the Demised Premises and in particular but without in any way limiting the generality of the foregoing and having due regard not to disrupt the normal work of the Lessee;

(i) to view and examine the state and condition of the Demised Premises and upon notice being given by the Lessor the Lessee will repair and make good all defects in accordance with the Lessee's covenants in that behalf hereinbefore contained within a period of one month after such notice Provided that if the Lessee shall fail to comply with the requirements of any such notice it shall be lawful for but not obligatory on the lessor (without prejudice to the right of re-entry under Clause 5 (b) hereof) to re-enter upon the Demised Premises and repair the same and the expense of such repairs shall be repaid by the Lessee to the Lessor on demand.

(ii) to take inventories of the fixtures (other than the tenant's fixtures) therein.

(iii) to execute such repairs additions or alterations (including painting) as the Lessor may consider to be necessary or advisable to the Building or to the water or air-conditioning pipes, ventilation ducts, electric and other wires, flues and drains in or upon the Demised Premises and to execute such repairs additions and alterations on any adjoining premises or buildings belonging to the Lessor while making every effort not to disrupt the normal work of the Lessee

- (iv) during the last three months of the said term to allow the Lessor to show the Demised Premises to prospective tenants at mutually agreed times.
- (f) Not to permit any person to sleep in the Demised Premises nor to use or permit the Demised Premises or any part thereof to be used for residential purposes or for illegal or immoral purposes or for any purpose of a nature likely to injure the reputation of the Building or in any manner otherwise than as commercial offices and not to store or permit to be stored therein any dangerous offensive or inflammable substances or things nor to do or permit to be done therein anything which may be or become a nuisance annoyance or inconvenience to the Lessor or its tenants nor cause or permit the Demised Premises or any part thereof to be subject to the requirements of any statute or regulation affecting factories or public health by reason of the business carried on or the class or number of employees of the Lessee nor install on the Demised Premises any plant machinery or furniture which by reason of its weight size bulk noise or vibration while in use or any other reason whatsoever is likely to be or become a nuisance temporary or permanent to other occupants of the Building nor to use the electric power supplied to the Demised Premises for any purpose other than for normal office machinery and for lighting the Demised Premises nor obstruct in any manner the vestibules entrances passages corridors stairs lifts and landing of the said building.

(g) Not without the consent in writing of the lessor first had and obtained and in accordance with plans to be submitted to and approved by the lessor make any alteration or addition to the Demised Premises or to the electric wiring water or other fixtures or apparatus installed therein or to install any electrical apparatus air conditioning unit or other thing that might protrude outside the exterior of the said building nor to affix any external blinds to any windows and (save as hereinafter provided) not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Demised Premises or of the Building any name, placard, poster, flag, sign or advertisement and not to hang, place, deposit, or expose outside any part of the Demised Premises any goods, articles or things for sale or otherwise and not to hold or permit to be held any sale by auction on the Demised Premises Provided However that the Lessee shall be at liberty to place such inscriptions as it may desire on the external doors of the Demised Premises such inscriptions to conform to the standard requirements of the Lessor.

(h) Not without the consent in writing of the lessor first had and obtained and only at such times as may be specified by the lessor to permit to be brought into or moved in the Demised Premises any safe or other heavy article the total weight of which exceeds fifty pounds per square foot and not to permit the same to be placed or kept in any position not approved of by the lessor and to indemnify the lessor against all actions, claims and demands arising out of a breach of this sub clause or arising out of the fact that the maximum floor stress of the Demised Premises of the Building (which the Lessee shall be obliged to ascertain from the lessor's architect) is at any time exceeded

- (i) Not to bring upon the Demised Premises nor to do or permit to be done in or upon the Demised Premises anything which may invalidate or render void or voidable any policy or policies of insurance effected by the Lessor from time to time against loss or damage by fire in respect of the Demised Premises or the Building or any fixtures or chattels therein nor which may cause any premiums payable by the Lessor in respect of any such policy to be increased
  
- (j) Not without the consent in writing of the Lessor first had and obtained to stop block or darken any window or light of the Demised Premises and if so required by the Lessor at the Lessor's expense to take all such steps as may be necessary or advisable to prevent any encroachment or easement of light or air being acquired or enjoyed over upon or against the Demised Premises.
  
- (k) Not to assign underlet part with the possession of the Demised Premises or any part thereof without the previous consent in writing of the Lessor Provided However that such consent shall not be unreasonably withheld in the case of a responsible or respectable person firm or corporation and Provided Further that the Lessor shall be entitled to require proper and adequate references (not exceeding two in number) relating to the proposed assignee or undertenant
  
- (l) Within one calendar month after any assignment underletting or devolutino of the Demised Prmises or any part thereof to produce to the Lessor proper or sufficient evidence thereof.
  
- (m) To pay all expenses (including attorney's fees) incurred by the Lessor incidental to the preparation and service of any notice under the Landlord and Tenant Act or any other law in force in Trinidad.

- (n) To observe and comply with all rules and regulations made by the Port of Spain City Corporation and any other local authorities and with such reasonable rules and regulations that may from time to time be imposed by the lessor for the management of said building.
- (o) To repay to the lessor all costs and other expenses incurred by the Lessor in connection with the preparation, stamping and registration of these presents.

4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- (a) To pay and discharge all existing and future rates, taxes, assessments electrical charges and other outgoings (other than outgoings and expenses attributed solely to the lessee) payable in respect of the Building and the lands upon which the same stands.
- (b) At all times during the said term to keep the main walls and timbers the roof drains and exterior of the Building and the staircase entrance hall lifts and passages leading to the Demised Premises in good and substantial repair and in clean and proper order and condition and also to keep the floors and structure of the Building and all the upper parts of the Building and all cisterns and water pipes in such good and substantial order and condition as will prevent any damage to the Demised Premises or the furniture or contents thereof by structural disturbance leakage of water or otherwise and to make good all damage thereto caused by any such want of repair or leakage

- (c) So far as is practicable but subject always as provided in sub-clause (e) hereof to keep the entrance hall passages staircases and lifts leading to the Demised Premises properly cleaned and lighted and lifts in proper working order and to employ security services for the protection of the Demised Premises as well as of the other parts of the Building at night and for which security services the lessee shall pay a proportionate part of the cost.
- (d) At all times during the term hereby created to provide reasonable airconditioning for the Demised Premises and to keep and maintain the airconditioning equipment in good and proper working order the cost and expenses arising from and consequent upon the performance or observance by the Lessor of which obligation being for the account of the Lessor.
- (e) Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of any interruption in any of the services hereinbefore mentioned by reasons of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel, materials, water or labour.
- (f) Adequately to insure the Building against fire earthquake hurricane malicious damage civil commotion and riot.

(g) On the written request of the Lessee made not less than three months before the expiration of the term hereby created the concurrence to which request shall not be unreasonably withheld at the expense of the Lessee to grant to it a Lease of the Demised Premises for a further term of THREE YEARS from the expiration of the said term herein created at a rental to be agreed upon but containing the like covenants stipulations and provisions as are herein contained but excluding the covenant for renewal. PROVIDED that if upon any such renewal as aforesaid the parties shall be unable to agree upon a rental then such dispute shall be referred to Arbitration in accordance with sub clause (g) Clause 5 hereof

(h) The Lessee paying the rent hereby reserved and performing and observing the covenants conditions and provisions herein contained and on the part of the Lessee to be performed and observed shall peaceably hold the Demised Premises during the said term without any interruption by the Lessor or by any person rightfully claiming under or in trust for it

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows.

(a) Notwithstanding the provision of Clause 3 (c) hereof, the Lessee shall be at liberty at any time during the term hereby granted to affix and exhibit the United Nations Flag, emblem or namplate on external or internal surfaces in places to be mutually agreed on between the Lessor and the Lessee and to change alter add to or modify at the Lessee's expense the interior decor and the internal layout and arrangement of the partitioning of the Demised Premises and to obtain all necessary planning consents and other consents



necessary under the provisions of any statute rule order regulation or byelaw applicable thereto and to carry out such works in accordance with the conditions thereof.

- (b) If the rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for 21 days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the lessee to be performed and observed or if the lessee shall be wound up either voluntarily (save for the purpose of amalgamation and reconstruction) or compulsorily or in the event that an assignee or underlessee of the lessee not being a corporation shall become bankrupt or have a receiving order made against him or enter into any arrangement or composition for the benefit of the creditors of such assignee or underlessee or the lessee shall permit any execution to be levied on the Demised Premises then it shall be lawful for the lessor to re enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thence forth AND so that the term hereby granted shall absolutely determine as if this lease had not been made but without prejudice to any right of action or remedy of either party against the other in respect of any antecedent breach of the covenants or provisions herein contained.

- (c) In the event of the Demised Premises or any part thereof at any time during the term hereby created being damaged or destroyed by fire earthquake or other hazard beyond the control of the lessee so as to be unfit for occupation and use then the rent hereby reserved or a

fair and reasonable proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use.

(d) The Lessee shall be entitled to determine this Lease on 30 days written notice if the Lessor be in breach of any of the Lessor's covenants or obligations under this Lease, and fail to rectify such breach within sixty (60) days of written notice from the Lessee specifying the breach.

(e) (i) This lease shall be held firm and binding and cannot be terminated before the expiration of the said period of SIX YEARS except:

(a) at any time during the tenancy hereby created in the event that the Lessee decides to terminate or substantially curtail the activities of its Sub regional Headquarters for the Caribbean or to withdraw its offices from the City of Port of Spain or in the event of the Government of Trinidad & Tobago providing office facilities for the Sub-regional Headquarters of the Lessee.

(ii) In any one of the foregoing instances set out in (a) above the Lessee shall have the right to give FOUR MONTHS notice in writing to determine this lease.

- (iii) Immediately after the expiration of the said notice this present lease, and everything herein contained shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained. The amount of rent to be paid will be calculated on a proportional basis up to the date on which the said notice expires.
- (f) Any notice required to be served hereunder shall be given and shall be deemed to have been duly and sufficiently given to the Lessee if addressed to it and left on or forwarded to it by prepaid post to the Demised Premises or to its last known place of business in Trinidad and shall be given to the Lessor if addressed to it and left at or sent by prepaid post to its registered office for the time being in Trinidad. A notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent.
- (g) If any question difference or dispute shall arise between the parties hereto or any erson persons or corporation claiming under them respectively concerning or touching the construction of any clause herein contained or of the rights duties or liabilities of the parties hereto or in any way touching or arising out of these presents the same shall be referred to the determination of a single arbitrator if the parties can agree one or otherwise to two arbitrators one to be appointed by each party to the dispute and of an umpire to be appointed by such arbitrators. The parties will determine by agreement between them the arbitral procedure to be used. The parties agree to be bound by any award so made as the final adjudication of any such question, difference or dispute

6. In accordance with the resolutions adopted by the United Nations General Assembly, it is a condition of this Lease that the Lessor does not collaborate with South Africa, and that no South African product shall be purchased directly or indirectly for purposes of delivery, distribution, installation or use under this lease.
  
7. Nothing in or relating to this Lease shall be deemed a waiver of any of the privileges or immunities of the United Nations or of the Agreement between the United Nations Economic Commission for Latin America and the Caribbean and the Government of Trinidad and Tobago governing the operation in Trinidad and Tobago of the Office of the Economic Commission for Latin America and the Caribbean signed on 29th November, 1968.
  
8. Nothing contained in this Lease shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exemption or other immunity enjoyed by the lessee whether pursuant to the convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of any international or national character or otherwise.

IN WITNESS WHEREOF the Common Seal of TRINIDAD PUBLISHING COMPANY LIMITED was hereto affixed the twelfth day of April one thousand nine hundred and eighty eight and CLYDE APPELWHITT as Director of the Subregional Headquarters for the Caribbean of the UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA AND THE CARIBBIAN has hereunto set his hand the twelfth day of April one thousand nine hundred and eighty-eight.

This Deed was prepared by me

Attorney-at-law

J.D. Sellier & Co.

129/131 Abercromby Street

Port of Spain

The Common Seal of TRINIDAD PUBLISHING )  
COMPANY LIMITED was hereunto affixed )  
by order and authority of the Board of )  
Directors and in conformity with the )  
Articles of Association in the )  
presence of: )

SIGNED AND DELIVERED BY CLYDE )  
APPLEWHITE as Director of the )  
Subregional Headquarters for the )  
Caribbean of the UNITED NATIONS )  
ECONOMIC COMMISSION FOR LATIN AMERICA )  
as and for its act and deed )  
in the presence of: )

This page forms part of the Deed of Lease made between  
TRINIDAD PUBLISHING COMPANY LIMITED of the One Part and  
UNITED NATIONS ECONOMIC COMMISSION FOR LATIN AMERICA  
AND THE CARIBBEAN of the Other Part.

Dated this 12th day of April 1988.

ANEXO 2

OFICINA O.I.I.

COPELSINGH, MARINEAU, EDWARDS & CO.

ATTORNEYS- AT-LAW

REPUBLIC OF TRINIDAD AND TOBAGO

State Stamp: 07/02/91

Amount of s/DUTY: 07/02/91

Date of Registration: 07/02/91

Registered No.: 2112/1991

This Deed was prepared by me,

/S/ Kamini Gopeesingh

ATTORNEY AT-LAW

COPELSINGH, MARINEAU, EDWARDS & CO.

89 EDWARD STREET

PORT OF SPAIN

THIS DEED is made the 5th day of February in the Year of Our Lord One Thousand Nine Hundred and Ninety One BETWEEN DEONARAYAN OMAH MAHARAJH of No. 30 Eastern Main Road St. Augustine in the Island of Trinidad in the Republic of Trinidad and Tobago Medical Practitioner (hereinafter called "the Lessor" which expression shall where the context so admits include his successors-in-title and assigns) of the One Part AND INTERNATIONAL LABOUR ORGANISATION CARIBBIAN OFFICE acting by IAN CHAMBERS (hereinafter called "the Lessee") of the Other Part

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of the rent covenants and provisions hereinafter reserved and contained the Lessor HEREBY DEMISES AND LEASES unto the Lessee ALL those premises land and buildings thereon in the City of Port-of-Spain known and assessed as No. 11 St. Clair Avenue (hereinafter referred to as "the demised premises") TO HOLD the same unto the Lessee from the 1st day of October One Thousand Nine Hundred and Ninety for the term of FIVE (5) YEARS YIELDING AND PAYING THEREFOR during each of the first and second years of the said term the yearly rent of TWO HUNDRED AND SEVENTY-SIX THOUSAND DOLLARS (\$276,000.00) by equal monthly payments of TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) during each of the third, fourth and fifth years of the said term the yearly rent of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) by equal monthly payments of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) in all cases in advance on the first day of each and every month.

2. The Lessee to the intent that its obligations may continue throughout the term hereby granted hereby covenants with the Lessor as follows: -

(a) That the lessee shall and will well and truly pay or cause to be paid unto the Lessor without deduction the said rental hereinabove reserved at the respective times and in the manner hereinbefore appointed for payment thereof.

(b) That the Lessee shall from time to time and at all times during the said term well and good repair, cleanse, maintain amend the grounds and lawns and the paved portions thereof and to keep the interior of the demised premises including apparatus thereof and other convenience and appurtenances including air-conditioning units which shall belong to or be



used for the demised premises and will comply with all lawful and proper notices and requirements of the Local Sanitary and Health Authorities and with all requirements of the Public Health Ordinance and other similar enactment and all authorities created thereunder with respect to the keeping and maintaining of the demised premises in a sanitary condition

(c) That the Lessee will not use or cause to be used the demised premises or any part thereof for the purpose of any business other than the business of the Lessee or in any manner inconsistent with such use.

(d) That the Lessee will not assign or underlet the demised premises or any part thereof without the consent in writing of the Lessor first had and obtained such consent not being unreasonably withheld in the case of a responsible person firm or corporation and Provided that the Lessee shall not require the lessor's consent if the proposed sub-tenant or assignee shall be another organ or specialized agency of the United Nations.

(e) That the Lessee will pay all electricity charges payable with respect to the demised premises.

(f) That the Lessee shall pay or refund to the Lessor any increase in the annual sums payable by the Lessor for rates taxes and other assessments in excess of what the rates taxes and other assessments would have been based upon the rent hereby agreed in respect of the demised premises provided always that the Lessor informs the Lessee within seven days prior to such an increase or proposed increase so that the Lessee may be associated with an objection against any such increase or proposed increase and failure to notify the Lessee would relieve the Lessee of the liability to pay any additional rates.

(g) That the Lessee shall permit the Lessor or his agents and servants at all reasonable times during the said term with or without workmen and other persons to enter the demised premises and examine the state of repair and condition thereof and shall repair and make good all defects for which notice shall be given by the Lessor to the Lessee within one (1) calendar month after the giving of such notice.

(h) Not to do or suffer to be done on the demised premises anything whereby the insurance thereof may be rendered void or voidable or the premium increased.

(i) To keep the demised premises supplied and equipped with fire-fighting and extinguishing apparatus and appliances which shall be open to the inspection and maintained to the reasonable satisfaction of the local fire authority and also not to obstruct the access to or means of working of such apparatus and appliances.

(j) That the Lessee shall upon the expiration or sooner determination of this tenancy deliver up the demised premises to the Lessor in such state of repair condition order and preservation (fair wear and tear excepted) as shall be in strict accordance with the Lessee's covenants herein contained.

3. The Lessor hereby covenants with the Lessee as follows:-

(1) That the Lessee paying the rent reserved and observing and performing the several covenants herein on its part contained shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption or disturbance by the Lessor or any person or persons rightfully claiming under or in trust for him

(2) To effect all repairs of a structural nature to the demised premises as and when they may become necessary except those occasioned or rendered necessary by the negligent act or default of the lessee.

(3) Subject to the provisions of paragraph 2 (f) above to pay and discharge all rates taxes assessments duties and outgoings whatsoever which are now or during the said term shall be imposed assessed or charged upon the said premises.

(4) To keep the demised premises insured against loss or damage caused by fire, lightning, thunderbolt, explosion, riot, strikes, malicious damage, aircraft or articles dropped therefrom, earthquake, flood, hurricane, cyclone or tornado, burst pipes and other perils.

(5) To maintain a Public Liability Policy to cover bodily injury and property damage arising out of a structural defect of the demised premises.

PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS

FOLLOWS: -

1. That if the said monthly rent hereinbefore reserved or any part thereof shall be in arrear or unpaid for the space of one month after any of the days whereon the same ought to be paid as aforesaid although no formal demand shall have been made therefore or in case of breach or non observance of any of the covenants herein contained by or on the part of the lessee to be kept observed and performed then and in any of the said cases it shall be lawful for the Lessor to enter into and upon the demised premises or any part thereof in the name of the whole to re enter and the same to have again re possess and enjoy as of their former state

2. In the event of the demised premises or any part thereof being damaged or destroyed by fire, storm, tempest, earthquake or other act of God or of the State's enemies during the continuance of this demise so as to render the demised premises unfit for occupation or use the Lessor will until such time as the demised premises shall again be fit for occupation and use allow the Lessee total or just proportionate abatement of the rent hereby reserved as the case may be according to the nature and extent of the damage sustained until the demised premises shall have been again rendered fit for occupation and use.

3. If at any time during the said term the demised premises shall be destroyed or damaged by fire, storm, tempest or other act of God or of the State's enemies so as to become unfit for occupation or use and entitle the Lessee to a total suspension or abatement of the rent as hereinbefore provided then and in such case the Lessor shall be under no liability to rebuild the demised premises and in case of such destruction either party shall have the right to cancel annul and determine this lease by giving to the other fourteen (14) days notice in writing of such intention.

4. It is further understood and agreed that in case the Lessee decides to close down its offices in the country, or to remove it from Trinidad or to change the level of the Lessee's representation in the country, it shall have the right to terminate this lease upon giving written notice to the Lessor not less than ninety days in advance of surrender of the premises, without the Lessor having the right to any payment other than for rental to the date the Lessee surrenders the premises.

5. In the event of the lessor failing to fulfil any of the conditions of this lease, and without prejudice to any other remedy which the Lessee may have for such failure the Lessee shall have the right either to terminate this lease without previous notice and/or at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this lease and at the entire cost and expense of the Lessor.

6. If any question, difference or dispute shall arise between the parties hereto or any person, persons, or corporation claiming under them respectively concerning or touching the construction of any clause herein contained or the rights duties or liabilities of the parties hereunder or in any way touching or arising out of these presents the same shall be referred to the determination of a single Arbitrator if the parties can agree upon one or otherwise to two Arbitrators one to be appointed by each party or of an umpire to be appointed by such Arbitrators before proceeding in the reference in accordance with the Arbitration Act Chapter 5:01 or any statutory re enactment or modification thereof for the time being in force.

7. Nothing contained in this agreement shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exception or other immunity enjoyed by the Lessee whether pursuant to the convention on the Privileges and Immunities of the United Nations or other Convention on the Privileges and Immunities of the United Nations or other Convention, Law or decree of any international or national character or otherwise.

IN WITNESS WHEREOF the Lessor has hereunto set his hand the 5th day of February One Thousand Nine Hundred and Ninety-One and IAN CHAMBERS on behalf of the Lessee has hereunto set his hand the 5th day of February One Thousand Nine Hundred and Ninety-One.

SIGNED AND DELIVERED by the within

named DEONARAYAN OMAH MAHARAJH as and

/S/D. Omah Mahrajh

for his act and deed in the presence of:

/S/Cheryl Lynch

89 Edward St.

P.O.S.

Typist

And of me,

/S/Kamini Gopeesingh

Attorney-at-law

SIGNED AND DELIVERED by the within

named IAN CHAMBERS for and on behalf

of INTERNATIONAL LABOUR ORGANISATION

/S/Ian Chambers

CARIBBEAN OFFICE in the presence of:

/S/Annette Ching

C/o ILO - St. Clair Avenue

Programme/Research Asst.

And of me,

/S/Kamini Gopeesingh

Attorney-at-law

ANEXO 3

OFICINA PNUD

TRINIDAD

THIS DEED is made the                    day of                    in the year of Our Lord One Thousand Nine Hundred and Ninety-One Between CARIBBEAN COMMERCIAL INSURANCE COMPANY LIMITED a company incorporated under the Companies Ordinance Ch. 31 No 1 and having its registered office at No. 19 Keate Street, in the city of Port of Spain in the island of Trinidad hereinafter called "the Lessors" which expression shall where the context so admits include thir successors-in-title and assigns) of the One Part and UNITED NATIONS DEVELOPMENT PROGRAMMI an organ of the United Nations, acting by Mr. Charles L Perry its Resident Representative in Trinidad and Tobago (hereinafter called "the Lessee) of the Other Part.

NOW THIS DEED

WITNESSETH as follows:-

1. In consideration of the rent covenants and provisions hereinafter reserved and contained the Lessors HEREBY DEMISE AND LEASE unto the Lessee ALL that the First Floor of premises situated in the City of Port of Spain known and assessed as No. 19 KEAIE STREET (hereinafter referred to as "the demised Premises") TO HOLD the same unto the Lessee from                    day of                    One Thousand Nine Hundred and Ninety One for the term of FIVE YEARS AND PAYING THEREFOR unto the Lessors during the first and second

years of the said term the monthly rent of Twelve Thousand Nine Hundred and Ninety Five Dollars and Fifty Cents (\$ 12,995.50 IT) and during the remainder of the said term the monthly rent of Fifteen Thousand, Two Hundred and Seven Dollars and Fifty Cents (\$ 15,207.50 IT) The rent in respect of each month of the said term to be paid in advance on the first day of each month during the said term.

2. The Lessee to the extent that its obligations may continue throughout the term hereby granted covenants with the lessors as follows
  - (a) That the Lessee shall and will well and truly pay or cause to be paid unto the Lessors the said monthly rental hereinabove reserved at the respective times and in the manner hereinbefore appointed for payment thereof
  - (b) That the lessee shall from time to time at all times during the said term well and good repair, cleanse, maintain, amend and keep the interior of the demised premises including apparatus all privy drains toilets sewers latrines wash basins and other sanitary and plumbing arrangements thereof and other conveniences and appurtenances which shall belong to or be used for the demised premises and will comply with all lawful and proper notices and requirements of the local Sanitary and Health Authorities and with all requirements of authorities created thereunder with respect to the keeping and maintaining of the demised premises in a sanitary condition
  - (c) That the lessee will not use or cause to be used the demised premises or any part thereof for the purpose of any business other than the business of the Lessee or in any manner inconsistent with such use



- (d) That the Lessee will not assign or underlet the demised premises or any part thereof without the consent in writing of the lessors first had and obtained such consent not to be unreasonably withheld in the case of a responsible person firm or corporation and provided that the Lessee shall not require the lessors's consent if the proposed sub tenant or assignee shall be another organ or specialized agency of the United Nations entitled to sovereign or other immunity from judicial process.
- (e) That the lessee will pay all electricity charges payable with respect to the demised premises.
- (f) That the lessee shall pay or refund to the lessors its due proportion of any increase in the annual sums payable by the lessors for rates taxes and other assessments in excess of what the rates, taxes and other assessments would have been based upon the rent hereby agreed in respect of the area occupied by the Lessee provided always that the lessors inform the lessee within seven days prior to such an increase or proposed increase so that the lessee may be associated with an objection against any such increase or proposed increase and failure to notify the Lessee would believe the lessee of the liability to pay any additional rates.
- (g) That the lessee shall permit the lessors or their Agents and servants at all reasonable times during the said term with or without workmen and other persons to enter the demised premises and examine the state of repair and condition hereof and shall repair and make good all defects for which notice shall be given by the lessors to the lessee within one calendar month after the giving of such notice

- (h) Not to do or suffer to be done on the demised premises anything whereby the insurance thereof may be rendered void or voidable or the premiums.
- (i) To keep the demised premises supplied and equipped with fire-fighting and extinguishing apparatus and appliances which shall be open to the inspection and maintained to the reasonable satisfaction of the local fire authority and also not to obstruct the access to or means of working of such apparatus and appliances.
- (j) That the Lessee shall upon the expiration or sooner determination of this tenancy deliver up the demised premises to the lessors in such state of repair condition order and preservation (fair wear and tear excepted) as shall be in strict accordance with the Lessee's covenants herein contained.

3. The lessors hereby covenant with the lessee as follows:

- 1. That the Lessee paying the rent reserved and observing and performing the several covenants herein on its part contained shall and may peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption or disturbance by the lessors or any person or persons rightfully claiming under or in trust for them.
- 2. To effect all repairs of a structural nature to the demised premises as and when they may become necessary.

- (3) Subject to the provisions of Paragraph 2 (f), above to pay and discharge all rates taxes assessments duties and outgoings whatsoever which are now or during the said term shall be imposed assessed or charged upon the said premises.
- (4) To keep building No. 19 Keate Street of which the demised premises form part in a Policy which covers the following perils Hurricane etc. in accordance with the terms set out in ROYAL CARIBBIAN INSURANCE COMPANY LIMITED Policy number F/6139 or other similar Insurance Policy AND IN ADDITION to maintain a public liability Policy to cover Bodily Injury and property Damage to Third Parties limited to \$ 1,000,000.00 Combined Single limit for Bodily Injury and Property Damage to any one Claimant or any one accident or an aggregate limit of \$1,000,000.00 for any one period of Insurance in accordance with ROYAL CARIBBIAN INSURANCE COMPANY LIMITED Policy 1 - 1960 both of which said Policies have been perused by the Lessee.

4. PROVIDED ALWAYS and it is hereby agreed between the parties hereto as follows:-

that if the said monthly rent hereinbefore reserved any part thereof shall be in arrears or unpaid for the space of one month after any of the days whereon the same ought to be paid as aforesaid although no formal demand shall have been made therefore or in case of breach or non observance of any of the covenants herein contained by or on the part of the Lessee to be kept observed and performed then and in any of the said cases it shall be lawful for the Lessors at any time thereafter to enter upon the demised premises or any part thereof in the name of the whole and thereupon this tenancy shall terminate

- (2) In the event of the demised premises or any part thereof being damaged or destroyed by fire, storm tempest, earthquake or other Act of God or of the State's enemies during the continuance of this demise so as to render the demised premises unfit for occupation or use the Lessors will until such time as the demised premises shall again be fit for occupation and use allow the Lessee total or just proportionate abatement of the rent hereby reserved as the case may be according to the nature and extent of the damage sustained until the demised premises shall have been again rendered fit for occupation and use.
- (3) If at any time during the said term the demised premises shall be destroyed or damaged by fire, storm, tempest or other Act of God or of the State's enemies so as to become unfit for occupation or use and entitle the Lessee to a total suspension or abatement of the rent as hereinbefore provided then and in such case the Lessors shall be under no liability to rebuild the demised premises and in case of such destruction either party shall have the right to cancel annul and determine this lease by giving to the other fourteen days notice in writing of such intention.
- (4) It is further understood and agreed that in case the Lessee decides to close down the office of its Representative in the country, or if lessee decides to move its office, it shall have the right to terminate its lease upon giving three months written notice to the lessor or by paying three months rent in advance reserving nevertheless the rights of the parties acquired before such determination

- (5) In the event of the lessors failure to fulfill any of the conditions of this lease, and without prejudice to any other remedy which the lessee may have for such failure the lessee shall have the right either to terminate this lease without previous notice and/or at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this lease and at the entire cost and expenses of the lessors.
- (6) Any dispute arising out of or relating to the present lease which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party in accordance with the Arbitration Act Chap: 5.01 of Trinidad and Tobago or failing that the UNCITRAL Arbitration Rules as at present in force.
- (7) Nothing contained in this Agreement shall be deemed a waiver express or implied, of any immunity from suit or legal process or of any privilege, exemption or other immunity enjoyed by lessee whether pursuant to the convention on the Privileges and immunities of the United Nations or other Convention, law or decree of an international or national character or otherwise.
- (8) The lessors shall at the written request of the lessee (such request to be received by the lessors not later than three months before the expiry of the term hereby granted) grant to the lessee a lease of the demised premises for a further term of five years from the last day of the term hereby granted at a rent to be agreed between the parties.

IN WITNESS WHEREOF THE COMMON SEAL of The Lessors have been hereunto affixed the            day of            One Thousand Nine Hundred and Ninety-One and            on behalf of the Lessee has hereunto set his hand the            day of            1991.

THIS DEED was prepared by me  
Attorney At Law

THE COMMON SEAL OF CARIBBIAN            ( )

COMMERCIAL INSURANCE COMPANY            ( )

LIMITED was hereunto affixed by            ( )

the Secretary thereof in the            ( )

presence of one of the Directors            ( )

authority of the Board of            ( )

Directors and in conformity with            ( )

the Articles of Association            ( )

in the presence of            ( )

( )

SIGNED by the above named            ( ) Charles L. Perry

for and on behalf of            ( ) Resident Representative

UNITED NATIONS DEVELOPING            ( ) Farouk Y. Farzi

PROGRAMME in the presence            ( ) Deputy Resident Representative

of -            ( ) Sandra Baptiste Caruth

( ) Assistant Administrative Officer



