APPENDIX […] TO LEASE OF [*DATE*] BETWEEN [*THE LESSOR*] AND [*THE LESSEE*]

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**ENVIRONMENTAL AGREEMENT**

1. Introduction

The Lessor and the Lessee shall cooperate in enhancing and evolving the environmental standard of the Leased Object during the Lease Term. By enhanced environmental standard is meant, *inter alia*, improved energy efficiency, better indoor climate and resource utilisation and reduced emissions/waste in connection with operation and maintenance of the Property and the Leased Object.

The parties shall assess the possibility of introducing measures to enhance the environmental standard of the Property and the Leased Object (“**Environmental Measures**”), for example energy-saving measures (“**Energy Measures**”), building changes, fitting of new technical installations or modifications to the procedures for operation and use of the Property and the Leased Object.

If the parties agree to adopt Environmental Measures, these shall be described in an action plan(the “**Action Plan**”). The Action Plan shall also include a project description and a progress schedule, as well as a calculation of the Lessee’s contribution and savings resulting from the Environmental Measure, if any, cf. Clause 4 below and the example Action Plan attached as Appendix […]. A new Action Plan shall be prepared for each time the parties agree new Environmental Measures.

1. Environmental meeting

The parties shall once a year hold a meeting in which the parties shall assess the scope for introducing Environmental Measures (the **Environmental Meeting**). Relevant agenda items for the Environmental Meeting may, for example, be energy consumption, choice of materials for procurement, waste handling, cleaning, indoor environment and transport.

1. Execution of Environmental Measures

When it has been decided to introduce Environmental Measures, the Lessor shall be responsible for project planning and execution unless otherwise specifically agreed. The Lessor shall be responsible for obtaining necessary permits in connection with the execution of Environmental Measures.

1. Costs and savings associated with Environmental Measures

The Action Plan shall specify the apportionment of costs and savings associated with the Environmental Measure. The costs of Environmental Measures shall be funded by the Lessor, as the party responsible for the measure, and shall be charged to the Lessee in accordance with what is agreed in the Action Plan.

If the relevant Environmental Measure is an Energy Measure, the parties shall examine, together with an external energy advisor, the possibility of reducing energy consumption on the Property, in such a way that total savings exceed costs. The review and the estimated energy savings for the Property shall be documented in an energy report, which shall be appended to the Action Plan.

The following shall apply unless otherwise agreed by the parties:

The costs *[[…] % of the costs]* of the Energy Measure shall be apportioned as an annuity over the economic life of the Energy Measure based on an agreed effective annual interest rate, and shall be charged to the Lessee and other lessees on the Property on the basis of the Property’s cost allocation formula in the form of a rent supplement (the“**Energy Contribution**”). If the Energy Measure only benefits a small number of lessees, only those lessees shall be taken into account for purposes of the calculation and apportionment of the Energy Contribution. The economic life of the Energy Measure shall be determined by the Lessor on the basis of the estimated period for which it is assumed that the Energy Measure will perform the function of such measure in a financially rational manner. The Lessee may require the Lessor to document the calculation of the Energy Contribution.

*[Alternative: The Lessee shall as the result of the Energy Measure annually pay, with effect from […], NOK […] (the “****Energy Contribution****”) in the form of a rent supplement for the remainder of the lease term, as defined in the lease.]*

The Energy Contribution shall be added to the ordinary rent under the lease and shall be subject to the other provisions of the lease, including payment, indexation and Value Added Tax treatment.

The parties assume that the Energy Measure will cause a reduction in the annual energy costs of the Lessee and the portion of the Property’s annual energy costs attributed to the Lessee.

Actual energy savings will vary with a number of external factors, for example energy price, varying uses, outdoor temperatures, technological procurements, etc. Actual energy savings shall accrue to the Lessee in their entirety.

[place], [signing date]

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| for and on behalf of the Lessor |  | for and on behalf of the Lessee |

Appendix:

[…] Example of Action Plan