

Note: This translation has been prepared by the Registry for internal purposes  
and has no official character

**ANNEX 1**

**Paris Tribunal de grande instance, 32nd Chambre correctionnelle,  
judgment of 27 October 2017 (extracts)**

**Judgment of the Paris Tribunal correctionnel dated 27 October 2017**

[Translation]

[Pages 1 and 2 of French original]

**CRIMINAL JUDGMENT**

At the public sitting of the Paris *Tribunal correctionnel* on the NINETEENTH, TWENTIETH, TWENTY-FIRST, TWENTY-SECOND, TWENTY-SIXTH, TWENTY-EIGHTH and TWENTY-NINTH of JUNE, and the FIFTH and SIXTH of JULY, TWO THOUSAND SEVENTEEN, the following case was heard:

**BETWEEN:**

The FINANCIAL PROSECUTOR of this *Tribunal*, complainant and prosecutor

**CIVIL-PARTY APPLICANTS:**

**TRANSPARENCY INTERNATIONAL FRANCE**, with the address of its registered office at c/o Mr. WILLIAM BOURDON, 156 rue de Rivoli 75001 Paris, civil-party applicant, acting through **Daniel LEBEGUE**, whose address is 14 Passage Dubail 75010 Paris and who has presented authorization to represent the association in court dated 14 June 2017;

Counsel: Mr. William BOURDON, member of the Paris Bar (R143), who files submissions duly dated and signed by the presiding judge and the clerk and included in the case file.

**The association “COALITION CORED”**, Coalition d'opposition pour la restauration d'un Etat démocratique pour la République de Guinée-Equatoriale [Opposition Coalition for the Restoration of a Democratic State in Equatorial Guinea], acting through its president, Mr. Salomon ABESO NDONG, with its head office located at 21 boulevard Haussmann, 75009 Paris;

Counsel: Mr. Jean-Pierre SPITZER, member of the Paris Bar (P218), who files submissions duly dated and signed by the presiding judge and the clerk and included in the case file.

**AND**

**Defendant:**

Name: **Teodoro NGUEMA OBIANG MANGUE**

Born 25 June 1969 in Akokam-Essangui, Equatorial Guinea

Parents: Teodoro OBIANG NGUEMA and Constance MANGUE NSU OKOMO

Nationality: Guinean

Marital status: Unmarried

Occupation: Vice-President of the Republic of Equatorial Guinea

Criminal record: No convictions

Registered address: Palais présidentiel Malabo — République de Guinée Equatoriale

Security measures: Arrest warrant dated 11 July 2012 — lifted on 19 March 2014

Custodial status: At liberty

Not appearing, validly represented (according to the records of hearings dated 2 and 4 January 2017) by Mr. Emmanuel MARSIGNY, member of the Paris Bar (C2005), Mr. Thierry MAREMBERT, member of the Paris Bar (P200) and Mr. Sergio Esono ABESO TOMO, member of the Equatorial Guinea Bar, who files submissions duly dated and signed by the presiding judge and the clerk and included in the case file.

(Not appearing at the delivery of the decision, represented by Mr. Emmanuel MARSIGNY, member of the Paris Bar (C2005), Mr. Thierry MAREMBERT, member of the Paris Bar (P200) and Mr. Sergio Esono ABESO TOMO, member of the Equatorial Guinea Bar).

**Charges:**

MONEY LAUNDERING: ASSISTING IN THE INVESTMENT, CONCEALMENT OR CONVERSION OF THE PROCEEDS OF AN OFFENCE PUNISHABLE BY IMPRISONMENT NOT EXCEEDING FIVE YEARS.

**TRIBUNAL SEISED BY:** Order for partial dismissal and partial referral to the *Tribunal correctionnel* dated 5 September 2016, followed by a summons delivered to a bailiff's office on 28 September 2016, followed by a registered letter with advice of delivery "item refused by recipient", followed by a referral to the Financial Prosecutor for return to the investigation judge at the hearing of 24 October 2016, followed by an order for referral to the *Tribunal correctionnel* dated 2 December 2016, followed by a summons delivered to a bailiff's office on 21 December 2016, followed by a postponement of adversarial proceedings at the hearing of 4 January 2017.

[Pages 18 and 19 of French original]

Concerning the Equatorial Guinean chapter in particular, on 31 January 2012, following new evidence arising from the memorandums of 7 and 18 March 2011 from the TRACFIN intelligence unit, the memorandum of 7 March 2011 from the DNRED (the national directorate for intelligence and customs investigations) and the OCRGDF report of 4 October 2011, the scope of the investigation was extended to the new facts which could be characterized as the handling or laundering of the proceeds of an offence.

On 28 September 2011, investigators conducted an initial on-site inspection at 42 avenue Foch. They received a visit from the Ambassador of Equatorial Guinea and a French lawyer introducing himself as the counsel representing that State; they arrived in a vehicle with diplomatic plates. They contested the inventory operation that was under way and the seizure of the vehicles, invoking the principle of the sovereignty of the State of Equatorial Guinea, notwithstanding Teodoro NGUEMA OBIANG MANGUE's capacity as owner.

On 28 September and 3 October 2011, 18 luxury vehicles stored in the courtyard of the property on avenue Foch and in car parks located in Paris (16th arrondissement) were seized.

On 5 October 2011, the investigators returned to 42 avenue Foch in Paris for an on-site inspection. At the entrance porch, they noted the presence of two makeshift signs marked "République de Guinée Équatoriale — locaux de l'ambassade" (Republic of Equatorial Guinea — Embassy premises).

From 14 to 23 February 2012, a search of the premises was conducted at 42 avenue Foch. A French lawyer, proclaiming to represent the interests of the State of Equatorial Guinea, came forward to contest the conduct of the inspection on account of the protection that he claimed the premises enjoyed.

In 2012, Teodoro NGUEMA OBIANG MANGUE, who was Minister for Agriculture and Forestry at the time the judicial investigation was opened and became Second Vice-President of Equatorial Guinea in charge of Defence and State Security during the proceedings, was summoned several times but never made an appearance.

On 13 July 2012, an arrest warrant was issued against him, and it was unsuccessfully challenged before the *Chambre de l'instruction*, which found that Teodoro NGUEMA OBIANG MANGUE could not claim any form of immunity from criminal process and noted that he had refused to appear and respond to the two summonses to a first appearance or for placement under judicial examination concerning acts committed in France in the context of his private life.

On 19 July 2012, the building at 42 avenue Foch became the subject of an attachment order.

By an order of 26 September 2012, the investigating judge of the Paris *Tribunal de grande instance* declared inadmissible the civil-party application of the Republic of Equatorial Guinea and its Ministry of Foreign Affairs and Co-operation on the grounds that neither the Republic of Equatorial Guinea nor the Ministry of Foreign Affairs and Co-operation of Equatorial Guinea had demonstrated personal and direct harm related to the offences under judicial investigation, since the only harm claimed was that caused by the attachment of immovable property located at 42 avenue Foch in Paris 75016 and associated furniture, whereas they do not actually own them and the property in question is not assigned for diplomatic use.

By a judgment of 13 June 2013, the *Chambre de l'instruction* upheld the inadmissibility decision, noting:

“Whereas, however, the Republic of Equatorial Guinea made it known, by the above-mentioned Note Verbale dated 2 February 2012 and by the letter from its Public Prosecutor, that it denied that acts of misappropriation of public funds corresponding to the allegations made in Transparency International France’s complaint had been committed in its territory, and rejected the idea of having to claim damages (see D537 to D541);

Whereas, moreover, the possible harm to a person — natural or legal — does not derive from the opening of a judicial investigation per se, but rather from any possibly wrongful acts that the investigation is intended to prove or disprove;

Whereas, accordingly, it must be recognized that the Republic of Equatorial Guinea has officially declared that, in the absence of a punishable offence committed in its own national territory, it has suffered no harm; whereas the challenged order should be upheld on alternative grounds.”

On 7 February 2014, owing to the nature of the offences and the great complexity of the facts at issue, the Paris Public Prosecutor relinquished the case to the Financial Prosecutor.

On 18 March 2014, in execution of a request for international mutual assistance in criminal matters during a hearing held in Malabo, Equatorial Guinea, which the investigating judges attended via video conference, Teodoro NGUEMA OBIANG MANGUE was placed under judicial examination for having in Paris and on national territory during 1997 and until October 2011, in any event for a period not covered by prescription, assisted in making hidden investments or in converting the direct or indirect proceeds of a felony or misdemeanour, in this instance offences of misuse of corporate assets, misappropriation of public funds, breach of trust and corruption, by acquiring a number of movable and immovable assets and paying for a number of services out of the funds of the firms EDUM, SOCAGE and SOMAGUI FORESTAL, acts characterized as laundering of the proceeds of the above-mentioned offences.

On 31 July 2014, in the context of these proceedings involving multiple appeals, Teodoro NGUEMA OBIANG MANGUE submitted an application to the *Chambre de l’instruction* seeking to have his placement under judicial examination annulled on the basis of his alleged immunity and to have the initial civil-party application declared inadmissible.

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She claimed that she had done only minor secretarial work, and not handled Teodoro NGUEMA OBIANG MANGUE's personal affairs, and denied that she had assisted with operations to conceal and facilitate the false justification of the source of the financial transactions initiated by foreign companies with no ties to FOCH SERVICE.

During her questioning at first appearance on 27 February 2013, Aurélie DELAURY, née DERAND, maintained that she had become the chief executive (*gérante*) of FOCH SERVICE by chance and that she had focused on regularizing the company's tax situation, explaining that she had learned many things about how the company actually operated while in police custody.

By virtue of a judgment of the *Chambre de l'instruction* dated 13 June 2013, she enjoyed the status of *témoin assisté* with respect to the charges of complicity in laundering misused corporate assets and the proceeds of breach of trust and complicity in laundering misappropriated public funds.

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The capital gains declaration prepared on behalf of Teodoro NGUEMA OBIANG MANGUE for the year 2011, that is, after the present proceedings were initiated, discovered during a search at CLC, shows that on 15 September 2011 the individual concerned allegedly sold his shares in the co-owning Swiss companies to the State of Equatorial Guinea for €35 million, which amount includes the sale price of the shares plus the purchase of debt. This sale appears to be a form of legal window-dressing intended to prevent the property from being attached.

Pursuant to the order issued on 19 July 2012, the property, which was valued at €107 million, was attached under the Code of Criminal Procedure.

On 24 April 2014, a list of all of Teodoro NGUEMA OBIANG MANGUE's purchases was compiled, demonstrating that he had purchased, in a personal capacity and through the intermediary of companies (primarily SOMAGUI FORESTAL) or nominees, the following assets: vehicles with a total value of €7,435,938; immovable property at 42 avenue Foch in Paris, purchased in early 2005 for €25 million, with an additional €11 million in works (PINTO firm) paid between 2005 and 2007; a villa in Malibu, California, purchased for €29 million in April 2006; €90,512,878 in furniture, works of art and paintings; €11,832,356 in jewellery and clothing; and more than €6 million in miscellaneous services.

It was established that, in connection with these purchases, €158,639,322 was paid directly by Teodoro NGUEMA OBIANG MANGUE, €14,769,983 was paid by SOMAGUI FORESTAL, €1,593,964 was paid by SOCAGE and EDUM, €350,037 was paid in cash, €210,325 was paid by FOCH SERVICE and €20,130 was paid by Ganesha Holding.

*[Page 39 of French original]*

In his affidavit, he admitted that cabinet ministers in Equatorial Guinea form private companies which act in consortium with foreign companies when obtaining government contracts and, as a consequence, “a cabinet minister ends up with a sizeable part of the contract price in his bank account”.

Although he claimed that this practice was legal, the affidavit also suggested that he was receiving bribes or funds in the form of a percentage of contract revenue. Moreover, given Equatorial Guinea’s reputation in the international community, the enormous natural resource wealth of the country, and the dominance of the OBIANG MBASOGO family over the government and economy, there was no doubt that a large portion of Teodoro NGUEMA OBIANG MANGUE’s assets originated from extortion, misappropriation of public funds, or other corrupt conduct.

In addition, a United States Senate investigation was the subject of a report which revealed the relationships between Teodoro NGUEMA OBIANG MANGUE and his companies SOMAGUI FORESTAL and SOCAGE. Between 2003 and 2006, he received transfers to his bank account totalling US\$4.6 million from SOMAGUI FORESTAL and US\$2.4 million from SOCAGE.

The United States investigation of the activities of Teodoro NGUEMA OBIANG MANGUE and his associates identified numerous suspicious transactions involving the French financial system.

In April 2005, he was the originator of at least five separate wire transfers — each in the amount of US\$5,908,400 — from SGBGE to Banque de France, account No. 20001935.28235, then to a correspondent account at Wachovia Corporation Atlantic, and to account No. 2000055333 at First American Trust FSB in the name of First American Title. As a result of these transactions, he was able to transfer at least US\$29,542,000 to the United States in a single month. Some of these funds are believed to have been used to purchase the home in Malibu, California.

In April 2006, he was the originator on three wire transfers from SGBGE to Banque de France, account Nos. 2000193528235 and 000061000012, then to a correspondent account at Wachovia Corporation Atlantic, and to account No. 071601562059 in the name of McAfee & Taft.

The investigation carried out by the United States judicial authorities on the basis of these alleged offences led to the signing of a settlement agreement between the United States Attorney General and Teodoro NGUEMA OBIANG MANGUE.

According to this agreement, which was approved by the United States judicial authorities, the individual concerned received an official government salary of less than US\$100,000 and he used his position and influence as a government minister to amass more than US\$300 million worth of assets through corruption and money laundering, in violation of both Equatorial Guinean and United States law.

*[Pages 105 and 106 of French original]*

**FOR THESE REASONS**

The court, ruling publicly, at first instance, in criminal proceedings and after due hearing of the parties, with regard to Teodoro NGUEMA OBIANG MANGUE, defendant; the association TRANSPARENCY INTERNATIONAL FRANCE and COALITION CORED, civil-party applicants.

*Declares inadmissible* the plea for annulment of the order for partial dismissal and partial referral of 2 December 2016.

*Rejects* the objection to the irregularity of the referral order.

**In respect of the PUBLIC PROSECUTION:**

*Finds* Teodoro NGUEMA OBIANG MANGUE guilty of the charges brought against him:

Money laundering: the act of assisting in the investment, concealment or conversion of the proceeds of an offence, punishable by a prison sentence not exceeding five years.

Acts committed during 1997 and until October 2011, in Paris and on national territory.

*Finds* that a stay of proceedings pending the decision of the International Court of Justice is not required.

*Sentences* Teodoro NGUEMA OBIANG MANGUE to three years' imprisonment.

Having regard to Article 132-31, subparagraph 1, of the Penal Code:

*Finds* that this sentence will be wholly suspended, under the conditions laid down by those articles.

Given the absence of the convicted person during the delivery of the decision, and further to this conviction with suspended sentence, the Presiding Judge was unable to caution the convicted person that, pursuant to Article 132-29 of the Penal Code, if he should commit a further offence, he may receive a conviction which could entail the first sentence being activated non-concurrently with the second and that he will be liable to punishment for recidivism under Articles 132-9 and 132-10 of the Penal Code.

*Sentences* Teodoro NGUEMA OBIANG MANGUE to the payment of a fine of thirty million euros (€30,000,000).

Having regard to Article 132-31, subparagraph 1, of the Penal Code:

*Finds* that this sentence will be wholly suspended, under the conditions laid down by those articles.

Given the absence of the convicted person during the delivery of the decision, and further to this conviction with suspended sentence, the Presiding Judge was unable to caution the convicted person that, pursuant to Article 132-29 of the Penal Code, if he should commit a further offence, he may receive a conviction which could entail the first sentence being activated non-concurrently with the second and that he will be liable to punishment for recidivism under Articles 132-9 and 132-10 of the Penal Code.

As an additional penalty:

*Orders* the confiscation of all the attached assets.

- (1) *Orders* the confiscation of a property located in the municipality of Paris, 16th arrondissement, 40-42 avenue Foch, attached by order of 19 July 2012, the details of which are as follows:

**1. The building entered in the land register as follows:**

<b>Municipality</b>	<b>Section</b>	<b>No.</b>	<b>No. of Units</b>
Paris 16th	FA	60	501
			513
			514
			532
			541
			562

The common areas attached to those units are broken down as follows:

Unit No. 501: 262/10,253rd

Unit No. 513: 7/10,253rd

Unit No. 514: 8/10,253rd

Unit No. 532: 9/10,253rd

Unit No. 541: 17/10,253rd

Unit No. 562: 2/10,253rd

Property purchased on 19 September 1991 by a deed drafted by Mr. Bernard MERLAND, a Notary in the 8th arrondissement of Paris, and recorded on 18 November 1991 at the Paris mortgage registry — 8th Office — under reference Vol. 1991 P No. 5436.

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**ANNEX 2**

**Paris *Cour d'appel*, Notice of hearing, 2[6] February 2019**

**Notice of hearing, dated 2[6] February 2019, sent from the Office of the Public Prosecutor of the Paris *Cour d'appel* to Mr. Emmanuel Marsigny**

*[Translation]*

**NOTICE OF HEARING**

I have the honour to inform you that the case against your client:

**Teodoro NGUEMA OBIANG MANGUE**

(judgment of 27 October 2017, Paris *Tribunal de grande instance*, 32nd *Chambre*, in respect of which an appeal has been lodged) will be called before the Court (*Pôle 5, Chambre 12*) on:

**Monday 9 September 2019 at 1.30 p.m. in the Pierre Masse Room.**

I should be grateful if you would inform me whether you will be appearing before the Court as defence counsel for your client.

Please note that any written pleadings filed by you before the hearing must be transmitted in duplicate and within a reasonable time frame so that they may be sent to the Court and the Public Prosecutor.

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**ANNEX 3**

**Professional lease, 5 June 1980**

*[Annex not translated]*

*[This Annex is a copy of an agreement signed between Mr. and Ms de Pesquidoux and the Embassy of Equatorial Guinea, in which Mr. and Ms de Pesquidoux agree to lease a property located at 6 rue Alfred de Vigny, 75008 Paris, to the Embassy of Equatorial Guinea, as from 1 June 1980, for a period of six years and against an annual rent of 108,000 francs.]*

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**ANNEX 4**

**Letter from the Embassy of Equatorial Guinea to Mr. de Pesquidoux, 12 August 1999;  
letter from the Embassy of Equatorial Guinea to CDR Créances, 7 October 1999**

**Letter dated 12 August 1999 from the Ambassador of Equatorial Guinea  
to Mr. Bertrand de Pesquidoux**

*[Translation]*

Since it has not been possible to conclude a final agreement to purchase your property (apartment) located at 6 rue Alfred de Vigny (3rd floor), 75008 Paris, and given the Government's interest in buying its Embassy in Paris, I am obliged, on the instructions of my Government, to vacate your premises, the rent having been settled in full.

This letter, therefore, serves as notice of the cancellation of our contract.

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**Letter dated 7 October 1999 from the Ambassador of  
Equatorial Guinea to CDR Créances**

*[Translation]*

I would like remind you that, since 1980, the offices of the Embassy of the Republic of Equatorial Guinea in France have been located at 6 rue Alfred de Vigny (3rd floor), 75008 Paris, in accordance with a rental agreement with Mr. Bertrand de Pesquidoux, for a sum of 60,000 francs per month.

We have learned of both the proceedings against and the seizure of the above-mentioned apartment belonging to Mr. de Pesquidoux.

In this regard, I would like to inform you that, in 1997, the Embassy of Equatorial Guinea, represented by me, signed an agreement in principle with Mr. de Pesquidoux to acquire the building in question for a sum of 7,500,000 francs, the amount requested by Mr. de Pesquidoux.

Moreover, I would like to express my Government's interest in acquiring the above-mentioned property.

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**ANNEX 5**

**Letter from Haussmania agency to the Ambassador of  
Equatorial Guinea, 1 April 2010**

*[Annex not translated]*

*[This Annex is a copy of a letter sent from Haussmania agency to the Ambassador of Equatorial Guinea regarding the Embassy's search for a property in Paris. Annexed to the letter is a brochure for a 1,230 square metre, 40-room property, with gardens, in the 5th arrondissement of Paris (Jardin du Luxembourg).]*

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**ANNEX 6**

**Embassy of Equatorial Guinea, Note Verbale No. 863/13, 25 October 2013,  
transmitting the interim order of the Paris *Tribunal de grande instance*  
of 22 October 2013**

**Note Verbale dated 25 October 2013 from the Embassy of the Republic of Equatorial Guinea in France to the Ministry of Foreign and European Affairs**

*[Translation]*

The Embassy of the Republic of Equatorial Guinea in France presents its compliments to the Ministry of Foreign and European Affairs and has the honour to transmit to it herewith the interim order issued on 22 October 2013 by the Paris *Tribunal de grande instance*.

The Embassy of the Republic of Equatorial Guinea in France avails itself of this opportunity to renew to the Ministry of Foreign and European Affairs the assurances of its highest consideration.

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**Interim order of the Paris *Tribunal de grande instance*,**  
**22 October 2013**

[Translation]

**Interim order made on 22 October 2013**

by David PEYRON, First Vice-President of the Paris *Tribunal de grande instance*, acting under the delegated authority of the President of the *Tribunal*,

assisted by Thomas BLONDET, Clerk.

**Applicant**

Association of co-owners of 40-42 avenue Foch in Paris (16th arr.), acting through its co-ownership trustee, the limited partnership “Messieurs Langlois et Cie”,

105bis boulevard Malesherbes,

75008 Paris,

represented by Ms Nicole MULOT CALVINO, member of the Paris Bar (R0129).

**Defendant**

State of the Republic of Equatorial Guinea, represented by its Ambassador in France,

29 boulevard de Courcelles,

75008 Paris,

represented by Mr. Antonin LEVY, member of the Paris Bar (D1563).

**In the presence of:**

The Public Prosecutor at the Paris *Tribunal de grande instance*, represented by Ms KACHANER, Deputy Public Prosecutor.

**Proceedings**

At the public hearing of 7 October 2013, presided over by David PEYRON, First Vice-President, assisted by Thomas BLONDET, Clerk,

We, the President,

After hearing the parties present or their counsel,

Whereas, by writ dated 8 July 2013, supplemented by the submissions it presented at the hearing, the association of co-owners of 40-42 avenue Foch in Paris (16th arr.) had a summons served on the Republic of Equatorial Guinea, which, through intermediary companies, is the owner

of premises in building B of the co-owned property in question, seeking that it be ordered, subject to a penalty, to vacate the common areas of that building, to remove all the furnishings placed there, including the flags of the Republic of Equatorial Guinea and the French flag, as well as the signs affixed to the door leading to the entrance hall and the plaque affixed to the building's outer gate, and, lastly, to take down the flag of the Republic of Equatorial Guinea mounted on the front of the building;

Whereas the Republic of Equatorial Guinea objects, claiming, in the main, that the writ of summons is invalid and, in the alternative, that the requests are inadmissible and, in the further alternative, that they are ill-founded;

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Whereas, in support of its claim that the writ of summons is invalid, the defendant contends, first, that it fails to refer to the provisions of Article 684, paragraph 2, of the Code of Civil Procedure, referring instead only to Article 643 of that Code; that it states that the intended recipient of the writ is domiciled abroad, when it is a foreign State, and that the bailiff sent a copy of the writ by recorded delivery, even though it was not necessary; and, moreover, that the writ does not sufficiently lay out the legal and factual arguments supporting the claims made;

But whereas, first, under Article 684, paragraph 2, of the Code of Civil Procedure, a writ to be served on a foreign State is to be delivered to the Public Prosecutor's Office and transmitted through the Minister for Justice for service via diplomatic channels; whereas, in the present case, the writ was indeed delivered to a clerk at the Paris Public Prosecutor's Office on 8 July 2013, who certified it; whereas, by Note Verbale of 30 July 2013, the Protocol Department of the Ministry of Foreign Affairs of the French Republic sent it to the Embassy of the Republic of Equatorial Guinea; whereas the legal requirements were thus respected; whereas, although it is regrettable that the writ fails to mention the applicable text and mischaracterizes the recipient of the writ, and the bailiff undertook the unnecessary formality of sending a copy of this writ by recorded delivery, these irregularities are incidental and caused no harm to the defendant, which appeared in court and was able to defend its case;

Whereas, moreover, while the writ of summons, in accordance with Article 809 of the Code of Civil Procedure, seeks an end to the unlawful occupation of the common areas of the co-owned property, this writ adequately sets out the legal and factual arguments underlying that claim;

Therefore, the objections relating to invalidity will be dismissed;

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Whereas, in support of its request that the immunity attached to the defendant's capacity as a sovereign State be lifted, the association of co-owners of 40-42 avenue Foch in Paris (16th arr.) claims, first, that it has not been demonstrated that the premises occupied by the Republic of Equatorial Guinea are diplomatic premises, and, second, that there is no text exempting this State from complying with the rules of co-ownership or with the provisions of the building's co-ownership regulations;

But whereas, first of all, according to a Note Verbale of 4 October 2011 addressed by the Embassy of the Republic of Equatorial Guinea to the Protocol Department of the Ministry of Foreign Affairs of the French Republic, the State of Equatorial Guinea intended to assign the

premises at 40-42 avenue Foch for the performance of the functions of its diplomatic mission; whereas, moreover, according to a bailiff's report of 29 March 2013, on that date, that State's Embassy, which was no longer located in its former premises at 29 boulevard de Courcelles in Paris (8th arr.), was then established at 42 avenue Foch in Paris (16th arr.);

And whereas, furthermore, sovereign acts performed by diplomatic agents of a foreign State are protected by immunity; whereas this clearly applies to the mounting of the flag on the premises of the mission, which is specifically protected by Article 20 of the Vienna Convention of 18 April 1961; whereas the same applies to the signs affixed to the door leading to the entrance hall and the plaque affixed to the building's outer gate, which identify the Embassy of the Republic of Equatorial Guinea and state its opening hours; whereas, lastly, the same applies to the furnishings, even those located in the common areas of the building, which are intended to accommodate outside visitors seeking to access the Embassy's premises;

Therefore, these claims are inadmissible;

**For these reasons**

Ruling publicly by way of delivery to the Registry, after due hearing of the parties and at first instance,

Dismiss the procedural objections;

Uphold the ground of inadmissibility based on diplomatic immunity;

Declare the claims inadmissible;

Order the association of co-owners of 40-42 avenue Foch in Paris (16th arr.) to pay the costs of the proceedings;

Reject the parties' claims under Article 700 of the Code of Civil Procedure.

Done at Paris on 22 October 2013.

Thomas BLONDET,  
Clerk.

David PEYRON,  
President.

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**ANNEX 7**

**Attestation of the Minister for Foreign Affairs of the Republic of  
Equatorial Guinea, 30 April 2019**

**Attestation of the Minister for Foreign Affairs of the Republic of  
Equatorial Guinea dated 30 April 2019**

[Translation]

**ATTESTATION**

I, the undersigned, Minister for Foreign Affairs and Co-operation, hereby confirm that the practice of the State of Equatorial Guinea as regards the establishment of diplomatic premises in Malabo is based on the free choice of the sending State.

The sending State's choice of premises for its diplomatic mission is not subject to any authorization by the State of Equatorial Guinea.

In the specific case of the French Embassy, this practice of allowing the sending State to choose its premises was the same as that observed by the State of Equatorial Guinea when, for example, the French Embassy changed address, moving the premises of its diplomatic mission to its current location at Carretera del Aeropuerto in Malabo.

The same practice was also followed in respect of the diplomatic mission of the Democratic Republic of the Congo, which used to be housed at BEAC in Malabo and can now found in Bahia II in Caracolas.

This practice was also followed for the diplomatic mission of Morocco, which was situated at Segesa Central in the district of Caracolas and is now at Malabo II, next to the Egyptian Embassy.

This attestation has been drawn up for submission to the International Court of Justice (case concerning *Immunities and Criminal Proceedings (Equatorial Guinea v. France)*).

In my capacity as Minister for Foreign Affairs and Co-operation of the Republic of Equatorial Guinea, I issue this attestation for legal purposes and to be used as evidence, as appropriate, before the ICJ (International Court of Justice) in the above-mentioned case.

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