

SOROUH REAL ESTATE PJSC

LETTING CONDITIONS

**R2-13, R2-14, R2-15, R2-16, R2-17 and R2-18,
BOUTIK AL AIN**

(2012)

CONTENTS

1.	Interpretation	3
2.	Letting and term	8
3.	Rents.....	9
4.	Damage and destruction	10
5.	Use of the Premises	11
6.	Repair and redecoration	13
7.	Alterations	14
8.	Assignment, Sublease and Mortgage	15
9.	Tenant's Insurance and Indemnity.....	16
10.	Security Deposit	17
11.	Rights and reservations.....	17
12.	Landlord's obligations.....	18
13.	Default and Termination	20
14.	End of the Term.....	21
15.	Notices	22
16.	Costs.....	22
17.	Effect of this Lease	22
18.	Third party disputes.....	24
19.	Provision of information	24
20.	Intellectual Property and the Tenant's Brand Name.....	24
21.	Confidentiality.....	25
22.	Dispute Resolution Procedure	25
23.	Governing law	26
	SCHEDULE 1 : The Premises	27
	PART 1 : Definition of the Premises.....	27
1.	Areas included in the Premises	27
2.	Areas excluded from the Premises	27
	PART 2 : The Services Systems.....	28
	The Services Systems include, without limitation:.....	28

SCHEDULE 2 : Rights Granted	29
1. Conduits	29
2. Rights of access	29
3. Support.....	29
4. Signs	29
SCHEDULE 3 : Rights Reserved	30
1. Conduits and Services.....	30
2. Centre and Adjoining Premises	30
3. Entry on to the Premises	30
4. Support.....	31
5. Fire escapes.....	31
SCHEDULE 4	32
APPENDIX	33

LETTING CONDITIONS

1. Interpretation

1.1 Defined terms

In this Lease, unless the contrary intention appears:

“Adjoining Premises” means any land, buildings or structures near or adjoining the Centre in or over which the Landlord or any other Person owns an interest from time to time.

“AED” means UAE Dirhams.

“Affiliate” means, in respect of any Person, any other Person which directly or indirectly Controls, is Controlled by, or is under common Control with such Person.

“Alterations” means any alterations, additions or other works to the Premises in accordance with the Fit Out Manual.

“Arbitration” means arbitration under the Rules of Arbitration of the Abu Dhabi Chamber of Commerce and Industry in force at the commencement of the arbitration and which rules are deemed to be incorporated by reference into this Agreement provided that in relation to any such arbitration:

- (A) the number of arbitrators shall be one;
- (B) the arbitration proceedings shall be conducted in the English language and the arbitration award shall be in English;
- (C) the arbitration award shall be final and binding on the parties and shall be entered into any court having jurisdiction as to the enforcement thereof;
- (D) the arbitration award shall be in lieu of any other remedy which might otherwise be available to the parties; and
- (E) any information concerning any arbitration, including, without limitation, information concerning any arbitration award, shall be treated as confidential and not disclosed to any third party without the consent in writing of all the parties unless:
 - (1) the information has come into the public domain other than through the fault of the party disclosing it;
 - (2) such disclosure is required by Law or by any securities exchange or regulatory or governmental body having jurisdiction over the party disclosing the information, whether or not the requirement has the force of Law;
 - (3) such disclosure is necessary in order to establish or protect any legal right of the party disclosing the information; or
 - (4) the disclosure to the officers, professional advisers, auditors, bankers or insurers of the Person disclosing the information, acting as such, or to a Person intended to be called as a witness in the arbitration by the Person disclosing the information, for the purpose of preparing his witness statement, but provided that in any such case a written confidentiality undertaking in a form equivalent to this clause has first been obtained from such Person.

“Centre” means the centre of which the Premises form part, known as Boutik Al Ain shown edged in green on the plan in the Appendix, and which includes:

- (A) all Conduits from time to time within or leading to the Centre which serve it and which do not form part of the public mains and excluding those exclusively serving the Premises;
- (B) the Services Systems and all other of the Landlord’s fixtures forming part of the Centre from time to time; and
- (C) all alterations or additions (or decreases) made to the Centre from time to time,

but excludes any of the Tenant’s fixtures forming part of the Centre and the Tenant’s Plant from time to time.

“Civil Code” means Federal Law No. (5) of 1985 promulgating the Civil Code of the UAE.

“Common Parts” means any part of the Centre excluding the Premises, but including (without limitation):

- (A) the structure, entrance halls, corridors, staircases, landings, lift lobbies, lifts, passages, lavatories, storerooms, roads, paths, service areas, loading areas, landscaped areas, car parking areas, storage areas and other areas in or forming part of the Centre from time to time intended for the common use of more than one tenant or occupier or which are not designed to be let to occupational tenants; and
- (B) any Adjoining Premises used for access to and from the Centre which are not adopted as part of the public highway.

“Conduits” means all conducting media and ancillary apparatus, controls, meters and equipment used for the passage or transmission of Utilities or used by the Service Systems which serve the Centre.

“Control” (including, with its correlative meanings, the terms “Controlled by” and “under common Control with”) means, as used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting shares, by contract or otherwise. Without otherwise limiting the foregoing, “Control” shall be deemed to exist where a Person owns or holds, directly or indirectly, more than a 50% beneficial interest in another Person.

“Damaged or Destroyed” means damage by an Insured Risk where the Premises become wholly or substantially:

- (1) unfit for occupation and use by the Tenant; or
- (2) inaccessible having regard to the nature and location of the Premises and the normal means of access to the Premises,

and “Damage or Destruction” shall be construed accordingly.

“Dealings” means any notice, order or other instrument issued by any competent municipal or governmental authority relating to the Premises or the Centre.

“Event of Insolvency” means any of the following:

- (A) the Tenant is unable to pay its debts or is deemed to be unable to pay its debts;

- (B) proceedings are taken against the Tenant or the Tenant makes any agreement, arrangement, scheme or composition with its creditors to avert bankruptcy;
- (C) a bankruptcy claim is made against the Tenant to a court or other relevant authority or the Tenant's circumstances are such that a bankruptcy claim could be made, the Tenant has a declaration of bankruptcy made against him or the Tenant is otherwise adjudged to be bankrupt;
- (D) any step is taken to enforce security over or to obtain possession of the Premises or any other assets of the Tenant including the appointment of an interim receiver, receiver or manager;
- (E) if the Tenant is a company, any step is taken by any Person, including the Tenant, with a view to the winding up or liquidation, whether solvent or insolvent, of the Tenant, or circumstances arise which require or may require the Tenant to be liquidated or the Tenant ceases to carry on all or a material part of its business; or
- (F) in respect of a Tenant incorporated or resident in a jurisdiction outside the UAE, any event or circumstance occurs which under the laws of that jurisdiction has an analogous or equivalent effect to any of the Events of Insolvency defined in this definition.

"Fit Out Manual" means the fitting out guide for the Centre published by the Landlord from time to time and which may, inter alia, include reasonable rules and regulations appropriate to the Centre relating to the means of access for workmen and materials, working practices and standards, health and safety, reduction of noise, the minimising of disruption and disturbance in the Centre, cleanliness, security requirements, connection of utilities, working hours, design, layout, installation, testing and/or commissioning of Alterations, the application of appropriate professional codes of practice, minimum insurance requirements and the requisite qualifications of contractors, professionals and others engaged in any Alterations.

"Hazardous Material" means any substance, whether in solid, liquid or gaseous form, which is or may become a pollutant or which is hazardous, explosive, toxic, radioactive, noxious, corrosive or caustic.

"Insurance Event" means any damage or destruction of the whole or any part of the Centre by any of the Insured Risks which at the date of such damage or destruction is covered by any policy of insurance maintained by the Landlord.

"Insured Risks" means, so long as cover is available from time to time with reputable insurance offices in the UAE on reasonable commercial terms and subject to excesses, exclusions and conditions of such cover, the following risks: fire; subterranean fire; lightning; storm; tempest; flood; explosion; bursting or overflowing of water tanks, apparatus or pipes or the escape of water from any of them; aircraft or other aerial devices or articles dropped or falling from any of them; riot; civil commotion; malicious damage; impact; earthquake and such other risks which the Landlord reasonably requires from time to time.

"Intellectual Property" means any trademark, trade name, service mark, logo, design, symbol, emblem, insignia, slogan, copyright, know-how, confidential information, plan, drawing, or other identifying material owned by the Landlord or any Affiliate of the Landlord or any entity or Person with which or whom it is associated or by which or whom it is from time to time Controlled or owned or otherwise.

"Interest Rate" means the UAE inter-bank offered rate for three month loans in AED prevailing at 11.00 am on the relevant date.

“Landlord’s Obligations” means the obligations in this Lease to be complied with by the Landlord.

“Land Registry” means the Lands Registration Section of the Municipalities and Agriculture Department of the Emirate of Abu Dhabi as constituted pursuant to Law No. (3) of 2005 of the Emirate of Abu Dhabi or such other body as shall by Law be responsible for registration of land in the Emirate of Abu Dhabi.

“Law” means every national or local law, decree, or ordinance and any rule, order, regulation, notice, direction, bye-law, permission and plan for the time being made under or deriving validity from any national or local law, decree or ordinance and any rules, regulations, orders, bye-laws or codes of practice of any local or municipal authority or services supplier or undertaker having jurisdiction over the Premises or any matter affecting the Premises, this Lease, regulations made by the Landlord, and the Declarations or any of the rights or obligations contained in them and which are in force at any time during the Term.

“Lease” means this lease which incorporates the Letting Conditions and includes any document expressed to be supplemental to this Lease or made pursuant to this Lease,

“Lease Year” means a lease year of this Lease commencing on the first day of the Term and thereafter on each anniversary of the Term.

“Letting Conditions” means these standard letting conditions.

“Marketing Contribution” means a sum equal to 1% of the Rent (as payable from time to time) per annum.

“Outgoings” means any rates, taxes, charges and such other outgoings.

“Particulars” means the part of the Lease entitled “Particulars”.

“Person” means any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, incorporated organisation, governmental organisation, authority, agency or body or other entity.

“Prescribed Rate” means the lesser of:

- (A) four per cent per annum above the Interest Rate or, if the Interest Rate ceases to exist or be published, four per cent per annum above such comparable rate of interest as the Landlord may determine; or
- (B) the highest rate of interest then permitted to be charged by Law.

“Rent” mean the rent payable under clause 3.1(A).

“Services” means without limitation the services set out in Schedule 4.

“Services Systems” means all electrical and mechanical plant, machinery and equipment installed in the Centre from time to time, including (without limitation) those listed in part 2 of schedule 1, used for the provision of services and facilities within or to the Centre but excludes any Tenant’s Plant or any other tenants’ or occupiers’ plant or machinery.

“Tenant’s Obligations” means the obligations in this Lease to be complied with by the Tenant.

“Tenant’s Plant” means plant, machinery and equipment installed by the Tenant from time to time.

“UAE” means the United Arab Emirates.

“Utilities” means the drainage of surface water and sewage and the supply or transmission of electricity, gas, telecommunications, water (including chilled water) or any other services or supplies made to or consumed in the Centre.

“Working Day” means any day excluding:

- (A) Friday;
- (B) public holidays declared in the Emirate of Abu Dhabi; and
- (C) any day on which government or banking institutions in the Emirate of Abu Dhabi are authorised or required by law or other government action to remain closed.

1.2 **The Particulars**

The Particulars form part of this Lease and words and expressions defined in the Particulars shall be treated as defined terms in this Lease.

1.3 **Construction**

In this Lease, unless the contrary intention appears:

- (A) references to “Law” means:
 - (1) that Law as amended or re-enacted or as other Law modify its application from time to time; and
 - (2) any subordinate legislation or by-law made or to be made under that Law;
- (B) references to clauses or schedules are references to clauses in or schedules to this Lease and references to paragraphs are references to paragraphs in the schedule in which those references are made;
- (C) references to the singular include the plural and vice versa;
- (D) references to the parties include their successors in title;
- (E) references to the masculine gender include the feminine and the neuter genders and vice versa;
- (F) references to an indemnity mean an indemnity against all actions, claims, demands and proceedings made against the Landlord and all costs, expenses, liabilities and losses incurred directly or indirectly by the Landlord and “indemnify” and “indemnified” shall be construed in the same way;
- (G) references to the Premises, the Centre and Adjoining Premises include any part of them;
- (H) references to the end of the Term include the earlier determination of the Term in accordance with this Lease;

- (I) where the Tenant requires the consent of the Landlord to any Alterations, any change of the Authorised Use or any assignment or any subletting, such consent shall not be effective unless given by way of a duly executed written consent;
- (J) any reference to the date of assignment shall mean the date of the assignment or transfer of this Lease and any obligations given to the Landlord on any assignment of this Lease shall take effect from such date;
- (K) any obligation on the Tenant includes an obligation on the Tenant to ensure that any Person deriving title under the Tenant and its and their agents, employees, licensees and any other Person under its or their Control comply with that obligation and any reference to an act or default of the Tenant includes the act or default of those Persons;
- (L) any obligation on the Tenant not to do an act or thing includes an obligation not to permit or allow that act or thing to be done;
- (M) any obligations entered into by more than one Person in this Lease are entered into jointly and severally;
- (N) the headings shall not affect the interpretation of this Lease;
- (O) if any provision in this Lease is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Lease shall not be affected;
- (P) where any defined term in clause 1.1 purports to create a substantive provision by which it is intended to confer rights or benefits or impose restrictions or obligations upon a party to this Lease, then effect shall be given to such provision as if it appeared in the main body of this Lease and the respective obligations of the parties to this Lease shall be construed and take effect accordingly; and
- (Q) all periods of time referred to in this Lease shall be based on and computed in accordance with the Gregorian calendar.

2. Letting and term

2.1 Creation of the Term

The Landlord grants to the Tenant and the Tenant takes a lease of the Premises for the Term and on the terms set out in this Lease.

2.2 Occupation after expiry of Term

- (A) The Landlord and Tenant agree that any continued occupation of the Premises by the Tenant after the expiration of the Term shall only be with the knowledge and without the objection of the Landlord if:
 - (1) the Tenant has first obtained the prior written consent of the Landlord to do so;
or
 - (2) the Tenant and the Landlord have entered into a new written agreement for the letting of the Premises prior to the expiration of the Term.

- (B) If the Tenant continues to occupy the Premises after the expiration of the Term in accordance with clause 2.2(A)(1):
- (1) the Tenant will occupy the Premises as a monthly tenant at rental equal to one-twelfth of 150% of the Rent as at the expiration of the Term, payable in advance and with such payment of rent to be made on the commencement of the monthly term;
 - (2) otherwise the tenancy will be on the terms and conditions of this Lease, as they apply to a monthly tenancy but the Security Deposit will not be reduced and the Landlord may require other changes in its absolute discretion as a condition of giving its consent to the Tenant's continued occupation.

2.3 **Effect of termination**

When this Lease ends it shall be without prejudice to any outstanding liabilities of any party to any other party.

3. **Rents**

3.1 **Rents payable**

- (A) As from the Rent Commencement Date and throughout the Term the Tenant shall pay to the Landlord by way of rent without any counterclaim, deduction or set-off (unless required to do so by any Law) the Rent in advance in accordance with clause 3.2 or as otherwise directed by the Landlord.
- (B) The Rent includes all service charges relating to either the Premises or the Centre.
- (C) The Tenant shall pay the Marketing Contribution to the Landlord in advance on or before Term Commencement Date and thereafter on each anniversary thereof throughout the Term.
- (D) The Tenant shall be responsible for the payment of all Outgoings and Utilities in respect of the Premises and in the event that the Landlord pays any Outgoings or Utilities on behalf of the Tenant, or in respect of the Premises and the Tenant shall indemnify the Landlord for such payments on demand.

3.2 **Payment of Rent**

- (A) The Rent for the first Lease Year shall be paid by way of four post dated cheques dated on such dates notified by the Landlord to the Tenant in writing, which should have been provided to the Landlord prior to the date hereof, and if not, shall be given to the Landlord on demand.
- (B) Unless otherwise requested by the Landlord, the cheques for the Rent for each subsequent Lease Year shall be given to the Landlord no later than 30 days before each anniversary of the Term, by way of four post-dated cheques, each for one quarter of the Rent for the relevant Lease Year to which they relate.

3.3 **Interest on late payments**

The Tenant shall pay as additional rent interest on any sums due to the Landlord which are not paid within seven days of the due date for payment or, for Rent or the Security Deposit,

on the due date for payment. Interest shall be calculated at the Prescribed Rate, from the due date for payment to the date on which payment is made.

3.4 **Statutory restrictions**

If any Law prevents the Rent for any Lease Year being received in full (because of an increase in the amount of Rent or otherwise), the Rent shall be increased by the maximum amount allowed in accordance with such Law, and the difference between the Rent and the actual amount received for the relevant Lease Year shall be immediately paid to the Landlord by the Tenant when such relevant Law allows.

4. **Damage and destruction**

4.1 **Definitions**

In this clause 5:

- (A) “Reinstatement Notice” means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the reinstatement works; and
- (B) “Reinstatement Works” means the work necessary to:
 - (1) reinstate the Premises; or
 - (2) make the Premises fit for occupation and use or accessible by the Tenant.

4.2 **Termination**

- (A) If the Premises are Damaged or Destroyed, then:
 - (1) the Tenant shall immediately notify the Landlord of the damage or destruction (“Damage Notice”); and
 - (2) either Party may terminate the Lease by notice to the other after six months of the Damage or Destruction, unless the Landlord gives the Tenant a Reinstatement Notice within six months after receiving the Damage Notice provided that the Tenant cannot serve such notice where the Landlord has commenced reinstatement.
- (B) If the whole or any part of the Centre is Damaged or Destroyed, the Landlord may terminate this Lease by notice to the Tenant within three months after becoming aware of such damage.
- (C) The Landlord may decide whether or not to carry out any Reinstatement Works in its absolute discretion.

4.3 **Exceptions**

Clause 4.2(A)(2) will not apply where:

- (A) the damage or destruction was caused or contributed to, or arises from any act, negligence or default of the Tenant; or
- (B) an insurer under any policy effected by the Landlord refuses indemnity or refuses or reduces the sum payable under the policy because of any act, negligence or default of the Tenant.

4.4 **Landlord not obliged to reinstate**

Nothing in this Lease obliges the Landlord to reinstate any part of the Premises or any means of access to them.

4.5 **Proceeds of insurance and release**

If the Premises are Damaged or Destroyed and the Lease terminates under this clause 5:

- (A) no liability will attach to either party because this Lease ends under this clause 5 but the Lease ending will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease; and
- (B) the Tenant will have no interest in any insurance proceeds (other than in respect of any policies for public risk, its Alterations and any of its property effected by it under clause 9).

5. **Use of the Premises**

5.1 **Authorised Use**

The Tenant shall use the Premises only for the Authorised Use. The Landlord does not warrant or represent that the Premises may be used for the Authorised Use or for any other purpose.

5.2 **Prohibited uses**

The Tenant shall not use the Premises:

- (A) for the sale of goods by auction;
- (B) for any religious, public or political meeting;
- (C) for any offensive, noxious or noisy trade, business or occupation;
- (D) for illegal or immoral purposes;
- (E) for the sale or production of alcohol; or
- (F) for residential purposes.

5.3 **Restrictions on use**

The Tenant shall not:

- (A) bring any Hazardous Material into the Centre;
- (B) discharge anything into the Conduits which is or may become corrosive or harmful or cause any blockage or destruction of them;
- (C) allow any live animals in the Centre;
- (D) do anything to obstruct the Common Parts or any means of escape or other facilities serving the Premises or the Centre;

- (E) do anything on the Premises or the Centre which may in the reasonable opinion of the Landlord be or become a nuisance, damage or annoyance to the Landlord or the occupiers of the Centre or any Adjoining Premises;
- (F) overload the floors or suspend any excessive weight from the ceilings or walls of the Premises or overload the lifts serving the Premises;
- (G) overload the electrical systems in the Premises or the Centre or connect any equipment to the electrical systems except in accordance with the design and specification of the electrical systems and as detailed in the MEP Allocations;
- (H) install or operate any Tenant's Plant in or on the Premises, except for office Tenant's Plant used by the Tenant in the normal operation of its business, with the prior written consent of the Landlord;
- (I) erect, exhibit or hang any signs, advertisements, flags, posters or, aerials, poles or satellite dishes or any other thing whatsoever on the exterior of the Premises or any other parts of the Centre unless permitted to do so pursuant to this Lease; or
- (J) store any refuse in the Premises except in suitable containers for that purposes with all food waste and other pungent or perishable refuse being removed from the Premises daily and all other refuse being removed from the Premises weekly.

5.4 Regulations and Laws

The Tenant shall:

- (A) comply with any Laws made in respect of the Utilities by the supply companies;
- (B) occupy the Premises subject to and comply with all matters registered against or in respect of the Centre at the Land Registry or in any other municipal, governmental or public register or record and to any easements, obligations, privileges and rights enjoyed over or against the Premises or the Centre so far as any of them are still subsisting and capable of taking effect;
- (C) comply with every Law which affects the Premises or its use and occupation and shall carry out and maintain at its own cost and expense all works and arrangements required under any Law whether imposed on the Tenant or any other Person so far as they relate to the Premises;
- (D) comply with the lawful requirements and recommendations of the local fire control officer in respect of the Premises and the Centre or their use;
- (E) operate the Services Systems within and exclusively serving the Premises in accordance with the manufacturer's operating guidelines and recommendations; and
- (F) comply with all reasonable regulations made by the Landlord at any time for the management of the Centre and the exercise of the rights granted to the Tenant under clause 11.1.

5.5 Statutory notices

The Tenant shall give to the Landlord a copy of every notice, order, direction, licence, consent or permission relating to the Premises made or given under any Law within seven days of its receipt, or sooner in cases of emergency. If required by the Landlord, the Tenant shall at its own cost and expense make or join the Landlord in making such objections, applications or representations against or in respect of them as the Landlord shall reasonably require.

5.6 Keyholders

The Tenant shall:

- (A) ensure that, at all times, the Landlord has details of the names, home numbers and home addresses of at least two keyholders of the Premises; and
- (B) instruct the keyholders to provide to the Landlord on request, a set of keys and passes and any necessary codes for key-pads or other equipment necessary to enable the Landlord to obtain access to the Premises for security purposes or in an emergency, and the Landlord agrees that it shall only use the keys in an emergency or for security purposes.

5.7 MEP Allocations

The Tenant hereby acknowledges and agrees with the MEP Allocations.

6. Repair and redecoration

6.1 Upkeep of the Premises

- (A) The Tenant shall keep the Premises, the Tenant's Plant, and its fixtures and fittings in good and substantial repair and condition and keep the whole of the Premises properly cleaned with all the internal surfaces of all windows and glass being cleaned at least once a month.
- (B) The Tenant shall redecorate the Premises as often as is required to keep the Premises' appearance to a high standard and in accordance with good modern practise and to the Landlord's satisfaction.
- (C) The Tenant shall replace any plate glass at the Premises which becomes broken or damaged within two Working Days of the occurrence of such damage.

6.2 Insurance Events

Clause 6.1 shall not apply to any damage to or destruction of the Premises which is an Insurance Event except to the extent that the insurance moneys are withheld due to the act or default of the Tenant.

6.3 Defective Premises

To the fullest extent permissible by Law, the Tenant shall do everything necessary to comply with any Law (and every obligation thereby imposed, whether on a landlord or a tenant) relating to the state and condition of the Premises (including those imposing liability for any defects in the Premises) and in particular shall:

- (A) promptly give notice to the Landlord of any defect in the Premises or the Centre;
- (B) not do any act or thing which might breach any duty imposed on the Landlord under any Law; and

- (C) display and maintain on the Premises any notices which the Landlord may reasonably require.

6.4 **Making good disrepair**

The Tenant shall carry out any works required to remedy any diminution of, damage to or destruction of the Premises and/or any part of the Centre as a result of any breach by the Tenant of the Tenant's Obligations, or any default or wrongful act of the Tenant. If the Tenant fails to carry out such works in accordance with this clause 6.4, the Landlord with its contractors may enter and remain upon the Premises to carry out those works and all costs incurred by the Landlord shall be a debt payable on demand to the Landlord by the Tenant on a full indemnity basis.

7. **Alterations**

7.1 **Prohibited alterations**

The Tenant shall not carry out any alterations or additions to the Premises except as permitted in this clause 7.

7.2 **Non-structural alterations**

The Tenant may carry out the following works with the prior written consent of the Landlord (the grant of which shall be entirely at the Landlord's discretion):

- (A) internal non-structural alterations and additions to the Premises;
- (B) alterations and additions to the Services Systems within and exclusively serving the Premises which are necessary to comply with the Tenant's Obligations or for their proper operation in accordance with the manufacturers' recommendations;
- (C) items which are visible from outside the Premises, including (without limitation) the installation or replacement of any blinds, curtains or other window coverings;
- (D) alterations, additions to or changes in the colour of any lighting within the Premises which is visible from outside the Premises,

provided always that the Tenant may install and remove de-mountable partitioning within the Premises without the Landlord's consent.

7.3 **General obligations**

In respect of all permitted Alterations, at the request of the Landlord the Tenant shall at its own cost and expense:

- (A) at least four weeks prior to the Tenant's proposed date of commencement of Alterations works, provide the Landlord in triplicate with plans, drawings and specifications showing the proposed Alterations;
- (B) give the insurers of the Centre full details of the Alterations and obtain their approval to them and to be responsible for the cost of any increase in insurance;
- (C) carry out the Alterations with good quality materials, in a good, substantial and workmanlike manner in accordance with the terms of all consents obtained for the Alterations and the requirements of other competent authorities to the reasonable satisfaction in all respects of the Landlord;

- (D) comply with the requirements of any Law which affects the Alterations or the manner in which they are carried out;
- (E) give to the Landlord full details of the reinstatement value of the Alterations, excluding any tenant's fixtures forming part of the Alterations, for insurance purposes; and
- (F) as soon as possible on completion of the Alterations, provide the Landlord with three sets of as built plans, drawings and specifications.

7.4 Effect of consent to Alterations

The Tenant carries out all Alterations at its sole risk and cost, and in approving any Alterations, the Landlord does not warrant or guarantee the structural stability of either the Alterations or the Premises as altered by them or that the Premises as altered will comply with the requirements of any Law.

7.5 Signs

- (A) The Tenant shall not display any signs or notices at the Premises which can be seen from outside the Premises, except signage at the entrance to the Premises, the style, size and position of which has been previously approved by the Landlord in writing. On expiry of the Term, the Tenant shall remove all such signs (including any permitted pursuant to paragraph 4 of schedule 2) and make good any damage occasioned to the reasonable satisfaction of the Landlord.
- (B) The Tenant shall indemnify the Landlord in respect of any matter arising out of the execution, retention and use of any Alterations and/or signs.

8. Assignment, Sublease and Mortgage

8.1 No assignment or sublease of the whole or of part of the Premises

The Tenant shall not without the prior written consent of the Landlord; assign, sublet, licence, charge or create any other security interest over or share possession of the whole or any part of the Premises, or hold this Lease for or on behalf of any other Person ("Dealing").

8.2 Affiliates

Clause 8.1 shall not prevent the Tenant sharing the occupation of the whole or any part of the Premises with any Affiliate of the Tenant provided that:

- (A) the sharing of occupation shall cease if that entity ceases to be an Affiliate of the Tenant;
- (B) no relationship of landlord and tenant shall be created between the Tenant and that entity; and
- (C) no occupation of the Premises or any part of the Premises by such Affiliates of the Tenant shall be permitted until the Tenant has given written notice to the Landlord of the identity of that entity and its relationship to the Tenant.

8.3 Dispositions

Within one month after any Dealing, the Tenant shall give notice in writing to the Landlord of that disposition together with certified copies of all the documents giving effect to it and shall pay the Landlord a reasonable fee to be determined by the Landlord from time to time, (acting reasonably) for its costs in respect of such Dealing.

9. Tenant's Insurance and Indemnity

9.1 Tenant's Obligations

The Tenant shall effect and keep current throughout the Term and maintain at its sole cost and expense the following insurance policies:

- (A) A property all risks policy for the full replacement value of all of the Tenant's contents, stock, equipment, furniture, fixtures and fittings and any Alterations;
- (B) A public liability policy for cover up to AED5 million (in the event that the floor area of the Premises is equal to or less than 100 square metres) or for a minimum of AED10,000,000 (in the event that the floor area of the Premises is more than 100 square metres) such policy to include both a "Food & Drinks" extension (if the Authorised Use includes the preparation of sale of food and/or beverages) and a "Tenant's Liability" clause; and
- (C) A workers' compensation policy with a liability limit of AED1 million (in the event that the Tenant has 5 or less employees) or with a liability limit of AED3 million (in the event that the Tenant has more than 5 employees).

(the "Tenant's Policies")

The Tenant's Policies shall be taken out with reputable insurers first approved by the Landlord, acting reasonably and be in a form satisfactory to the Landlord.

9.2 Evidence of Insurance

On the date of this Lease and thereafter on each anniversary thereof throughout the Term, the Tenant will deliver certificates of insurance in a form reasonably acceptable to the Landlord, duly executed by the Tenant's insurers, evidencing that the Tenant's Policies are in full force and effect.

9.3 Landlord may insure

If the Tenant fails to maintain the Tenant's Policies, then without limiting any right of the Landlord, the Landlord may (but is not obliged to) effect and maintain any insurances comprising the Tenant's Policies. The Landlord's costs in maintaining and effecting the Tenant's Policies under this clause 9.3 shall be paid by the Tenant.

9.4 Cancellation of Insurance

The Tenant will not do or permit anything to be done that results in the cancellation or threatened cancellation of or the reduction or threatened reduction of coverage under the Tenant's Policies.

9.5 Effect on the landlord's insurance

- (A) Without the Landlord's prior consent, the Tenant must not do or omit to do anything to or upon the Premises which may: