

FITOUT INSTRUCTION FORM – VACANT PREMISES

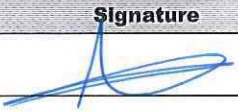
MOU No: t0003399 Premises Number(s) G0-09 Premises Location(s) Ground
 Concept Zone (if applicable) _____ Area (m2) 30.720 meters
 Municipality Permitted Use (Retail, Office, Restaurant, Cafe etc) Flowers Remote Seating Area (if applicable) _____
 Reinstatement Obligations of previous Investor (if applicable) _____

Investor Company Name Floralia Chateau for Plants and Flowers WLL
 Investor Brand Name Floralia
 Permitted Usage (Detailed description as per MOU) The investor's permitted usage of the premises is strictly restricted to a flowers shop, operating under the "Floralia" brand name, and for no other purpose and under no other brand name
 Brand Positioning _____ Menu (if applicable) ☐ Yes ☐ No
 Website for photo's of latest generation fitout (if any) _____

Fitout Deposit (as per signed MOU) 0.00 Fitout Design Guidelines given to Investor ☐ Yes ☐ No Full set of POD's given to investor ☐ Yes ☐ No
 Amount Paid ☐ Yes ☐ No
 Fitout Admin Fee (as per signed MOU) 0.00 Fitout Period (Number of days from Handover Date to Fitout Completion Date) 60 Days
 Amount Paid ☐ Yes ☐ No

Key Milestone Dates

Concept Design Submission	01 Dec 2019	Detail Design Submission	15 Dec 2019	Unit Handover	01 January 2020
Fitout Start	01 Jan 2020	Fitout Completion	29 Feb 2020	Store Opening	01 Mar 2020

Title	Signature	Date
Leasing Representative		Dec 5 th 2019
GM Leasing		

Leasing related comments:

Investor has committed to the above dates

INVESTOR DETAILS

Investor Name Floralia Chateau for Plants and Flowers WLL
Investor Principal / Postal Address , Kuwait/Al Jahra Industrial Area, block 1, Albakrri st, bldg 22, shop G5, GF

CONTACT 1

Name Shaima Al Asiri
Title Owner
Tel 97878205
Fax
Mobile
Email shaima_alasiri@hotmail.com

CONTACT 2

Name
Title
Tel
Fax
Mobile
Email

SHOP DESIGNER / ARCHITECT

Name
Title
Tel
Fax
Mobile
Email

PROJECT MANAGER / SHOPFITTER

Name
Title
Tel
Fax
Mobile
Email

Any agreed "Special Conditions" in the MOU, including but not limited to:

- The recovery of costs for any existing or pre-installed additional Investors Works in the Premises
- Variations from the standard Owners / Investors Works schedules
- Any particular MEP services restrictions, limitations, availability or non-availability, etc
- Anything unusual or non-standard in the MOU

☐ Yes-details attached

☐ No

Accompanying Seating Area License relevant details (if applicable)

☐ Yes-details attached

☐ No

Accompanying Storage Area License relevant details (if applicable)

☐ Yes-details attached

☐ No

Copy to
 Chief Operating Officer
 General Manager - Leasing
 General Manager – Operations & Marketing
 General Manager – Retail Design & Delivery
 Centre Manager

Special Conditions

The Parties agree that whilst Floralia Chateau for Plants and Flowers WLL is the Investor and in occupation of the Premises the following Clauses and Sub-Clauses shall apply to this Agreement

1 The Investor acknowledges that the Premises shall be handed over to the Investor on the Handover Date on an "as is" basis. The Investor accepts and acknowledges the "as is" condition of the Premises and will make no claim of any description whatsoever upon the Owner in respect to any part or component of the Premises.

2. The Investor acknowledges that the Investment Agreement and the Handover Date of the premises is subject to and conditional upon the Owner obtaining government approvals from the Ministry of Electricity and Water by (TBD). In the event of the Owners delay in obtaining such approvals, the Handover Date to the Investor shall be delayed and the Investor's premises Opening Date shall be extended by the equivalent number of days from (TBD) to the Actual Handover Date.

3. The Investor acknowledges that the Investor shall be required to pay in advance to the Owner (at the time of signing the MOU) for any equipment already installed in the premises or services/utilities to be provided in the premises by the Owner.

4. The Investor acknowledges that prior to the commencement of any IVR works (Investor Variation Requests), the Investor shall be required to pay in full to the Owner for all IVR's requested by the Investor

5 The Investor acknowledges that any request for Exterior Signage by the Investor (on the external building facade) is subject to Owner review and approval (Exterior Signage Request). For clarity, the Owner shall not be under any obligation to consent to any Exterior Signage Request by the Investor. However, the Owner may at its sole discretion consider an Exterior Signage Request from the Investor subject to the fulfilment by the Investor of conditions that may be duly required by the Owner at that time

6. The Investor acknowledges and agrees that in compliance with the municipality regulations some of the Investor's works (including but not limited to installation of fire fighting first layer) will be carried out by the Owner at the Investor's own cost and expense and shall be paid in advance by the Investor as determined by the Owner

7. The Parties agree to modify Sub-clause 31.2.1 of the Agreement to read as follows.

"In the event the Investor desires to terminate the Agreement prior to the Expiry Date, the Investor shall provide the Owner with at least three (3) months written notice prior to the termination date. The termination by the Investor shall not be valid unless the Owner receives the prior written notice as detailed in this Clause and the Owner approves such termination in writing. The Owner is not obliged to approve the Investor's request to terminate the Agreement."

8 The Parties agree to modify Sub-clause 31.2.2 of the Agreement to read as follows

In the event of approval of the termination of the Agreement by the Owner as detailed in sub clause 31.2.1, the Investor shall be under obligation to pay the Total Investment Fee and the Marketing Levy during the three (3) months' notice period for termination and additionally compensate the Owner for an additional amount equivalent to three (3) months Total Investment fee and the Marketing Levy, payable by the Investor to the Owner, in the notice period for termination."