

COMMERCIAL LEASE AGREEMENT

Between

Hi Tech AI

The “Lessor”

And

Second Homes

The “Lessee”

PREMISES AT COMMERCIAL PLAZA AT AI SADD TOWER

Lessor's Initials	Lessee's Initials

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LEASE AGREEMENT

PARTICULARS

THIS LEASE AGREEMENT (hereinafter called the “Agreement”) is made as of this 28th day of February 2023 (hereinafter the “Effective Date”).

BY and BETWEEN:

- 1. Lessor:** **Hi Tech AI**, a company organized under the laws of Qatar with business address at CBC Tower, Shamal Road, Al Sadd Tower P.O. Box 8080, Doha, State of Qatar
In its capacity as the Lessee of AL SADD TOWER with the right to sublease to third parties as per the main lease contract signed on 29 April 2021 with the Environmental Village Authority as the owner of the Mall.
- 2. Lessee:** **Second Homes** a company organized under the laws of Qatar, with business address at P.O. Box 90023, Doha, State of Qatar,
Phone No: 44667898
Fax No:
Email:
Company Registration No.: 478130/7
Nationality: Qatar
Authorised Representative: Nouf
- 3. Premises:** The Net Leasable Area (measured wall to wall) as shown in red under Schedule A, located at the Commercial Plaza & Children Mall (hereinafter the “Mall”) Located within the Cultural Village- AL SADD TOWER, Doha, Qatar.
- 4. Area:** Is the Net Leasable Area of 150 m2 (one hundred twenty four square metres).

The Area shall be subject to adjustment upon the final and actual measurement of the Area on the completion of the construction and issuance of final approvals from the concerned authorities.

- 5. Permitted Use:** **Real Estate Services under the brand name of 2nd Homes**
The Lessee acknowledges that the above specification of Permitted Use means only that the Lessor has no objection to the specified use and does not include any representation or warranty by the Lessor as to whether or not such specified use complies with applicable laws and/or requires governmental permits or approvals, and the Lessee further acknowledges that, notwithstanding any designation of a Permitted Use above, the Lessee’s use of the Premises must be in compliance with the limitations and restrictions described in this Agreement.

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6. **Rent Commencement Date:** means 180 days after handover date.
7. **Handover Date:** means 1st of March 2023, which is the date when the Lessor delivers possession of the Premises on a Shell and Core basis to Lessee for shop-fitting purposes inside the Area (as defined in and attached as Schedule A to this Agreement), provided that Handover Condition will be satisfied by the Lessor.

In the event that the Handover Condition is not satisfied prior or on the Handover Date, the Handover Date will be postponed automatically until the satisfaction of the Handover Condition, and the actual handover will take place within 14 days upon Handover Condition is satisfied which shall be notified by the Lessor to the Lessee, it being understood that in case Lessee fails to take over the Premises within the above-mentioned 14 days period, the Handover Date will be considered as the next day after the lapse of the said 14 days period.

8. **Handover Condition:** means condition that needs to be satisfied prior or on Handover Date according to which the Lessor should provide the Lessee with all documents and drawings Specified in Schedule D to this Agreement, subject to modification or changes to the list of required documents and drawings being in line with the applicable laws and regulations and their changes, if any.
9. **Lease Period:** means the period starting from the Rent Commencement Date and continuing for 5 Lease Years ending on 31st of August 2023, renewable on the terms and conditions to be agreed upon by both Parties.
10. **Basic Annual Rent and Service Charge** means Basic Annual Rent in the amount of QAR 350.00 /- per sq.m/month, for the first year of the Lease Period starting from the Rent Commencement Date and ending on the anniversary of the first Lease Year.

The Basic Annual Rent amount shall be subject to adjustment on pro-rata basis upon the final and actual measurement of the net leasable Area on the completion of the construction.

The Service Charge shall be in the amount of QAR 24.00 /- per sq.m/month, for the first year of the Lease Period starting from the Rent Commencement Date and ending on the anniversary of the first Lease Year.

The Basic Annual Rent and Service Charge shall be increased by 3 % as from the 2nd Lease Year and subsequently the Basic Annual Rent and Service Charge shall be increased by 3% every contractual year.

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- 11. Payment Terms:** The Basic Annual Rent and the Service Charge shall be paid by Lessee to Lessor in quarterly instalments payable via bank transfer, in advance at least 30 days before the start of each quarter of each Lease Period
- 12. Fit-out Period/ Grace Period:** means the period of 6 months (180 days) from Handover Date.
- 13. Outlet Opening Date:** means next day after Fit-out Completion Date, or such other date after the Fit – out Completion Date as decided by the Lessee and approved by the Lessor, in any event not later than the Opening Date of the Mall, provided that the Premises were handed over to the Lessee at least 6 month prior the Opening Date of the Mall. In case the Premises were not handed over to the Lessee at least 6 months prior the Opening Date of the Mall, the Outlet Opening Date, shall be the next day after Fit out Completion Date. In case the Lessee decides to open its Outlet before the Opening Date of the Mall, then the Outlet Opening Date shall be date of an actual opening of an outlet for trading.
- 14. Utilities:** The Lessee will be responsible for all in-premises utilities including, but not limited to electricity, water, chilled water, chilled water capacity charges (or A/C charges if any), sewage, gas, telephone and other charges that are attributable to the Premises, it being understood that it includes an installation of any required meters and sub-meters. An administrative fee of 10% of the utility charges will be charged should Lessor manage the receipt and distribution of utility bills on behalf of the Lessee.
- 15. Grand Opening Marketing Fund:** A minimum 10 % of Basic Annual Rent for First Year of Lease Period to be paid by Lessee to Lessor by bank transfer on the signature of this Agreement.
- 16. Security Deposit:** An amount equivalent to 3 months' Basic Annual Rent of each year of Lease.
- The security deposit shall be paid by the Lessee to the Lessor on the signature of this Agreement by bank transfer, and it will be increased every year by an amount equivalent the amount of an increased Basic Annual Rent and/or in case of encashment by the Lessor as per the terms and conditions of this Agreement.
- 17. Reservation Deposit:** A Reservation Deposit in the amount of QR 133,920.00 (one hundred thirty three thousand nine hundred twenty Qatari Riyals only) being an equivalent of 3 months' Annual Basic Rent have been paid by Lessee to Lessor by cheque

The Reservation Deposit will be applied against Basic Annual Rent

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payment of the first Lease Year of the Lease Period at the Rent Commencement Date.

**18. Lease
Registration
costs**

Such amount as required by law, currently estimated at 0.5 % of the Annual Basic Rent payable annually for each year of the term by the Lessee.

THIS AGREEMENT is made on the 28th day of February 2018

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BETWEEN:

- (1) the **Lessor** named in Item 1 of the Particulars; including, where the context so permits, the Lessor's affiliates, successors, assigns and transferees.
- (2) the **Lessee** named in Item 2 of the Particulars.

IT IS AGREED AS FOLLOWS:

1.0 Interpretation

1.1 Each of the following expressions shall have the meaning respectively assigned hereunder.

Agreement means this lease Agreement, including the Particulars and the Schedules attached hereto.

Authorisation To Trade means the Lessee receiving written confirmation from the Lessor that all the Lessee's obligations required under this Agreement prior to the Outlet Opening Date have been satisfactorily completed and the Lessee may open the Premises for business.

Basic Annual Rent means the rent prescribed in Item 10 of the Particulars of this Agreement and payable for each Lease Year of the Lease Period by the Lessee to the Lessor in respect of the Premises.

Common Areas means those areas and facilities of and in the Mall that are intended for the common use by all tenants, owners, guests, clients, customers, invitees and Occupiers of the Mall.

Common Facilities means those public spaces and facilities outside the Mall, and within AL SADD TOWER, including all open areas, services, facilities, roads, pavements, promenades, gardens, utility and administrative buildings or areas, installations, improvements and other common assets that are intended for the common use by all tenants, owners, guests, clients, customers, invitees and Occupiers of AL SADD TOWER, and those properly authorized or permitted to do so.

Competent Authority

means the Government, Civil defense or any ministry, department, municipality or local authority, including AL SADD TOWER in such capacity.

Conduit Media

means the gutters, pipes, sewers, drains, wires, telephones and telegraph cables, ducts, flues, vents, shafts, watercourses and other conduits for the passage of water, soil, gas, electricity, air, smoke or other effluvia serving the Premises or the Mall.

Effective Date

the date of execution of this Agreement.

External Terrace

means the outdoor area adjacent to different premises within the Mall – not applicable to the Premises leased by the Lessee under this Agreement.

Fit-out

means the Fit-out of the Premises to be performed by the Lessee to the satisfaction of the Lessor and AL SADD TOWER and includes all Fit-out and internal works of the shops and the Area, including decoration, fixtures, furnishings and equipment to be carried out and completed at the Premises, in accordance with the terms and conditions of this Agreement.

Fit-out Completion Date

means the date upon which the Fit-out shall be completed by the Lessee, and which shall be no later than two (2) days prior to the Opening Date of the Mall, provided that the Premises were handed over to the Lessee at least 6 months prior the Opening Date of the Mall.

Fit-out Period

means the period of time from the Handover Date to the Fit-out Completion Date as identified in item 12 of the Particulars.

Government

means the Government of the State of Qatar.

Hold Over Penalty

means the amount of liquidated damages specified in Article 11.7 of this Agreement.

AL SADD TOWER

means the Envirmental Village Authority in Qatar, the owner and developer of AL SADD TOWER, a mix-use project in which the Mall is located which have been leased to Lessor with

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	the right to sub-lease in accordance to specific terms and conditions.
Lease Expiry Date	means the date set out in item 9 of the Particulars, being the end of the Lease Period.
Late Payment Charge	means charge payable as a percentage of the Basic Annual Rent, Service Charge or any sums whatsoever due at the time or times specified within this Agreement, demanded by the Lessor and payable by the Lessee due to non-performance of payment obligations under Clause 6 of this Agreement.
Lease Period	means the period of time granted by this Agreement commencing on the Rent Commencement Date as specified in the Particulars and shall continue until the Lease Expiry Date, subject to earlier termination in accordance with this Agreement.
Lease Year	means a period of twelve (12) consecutive months commencing on the Rent Commencement Date, and each successive twelve (12) months period thereafter. However, in the case the Lease Period expires or the Agreement is terminated before the natural end of a Lease Year, then that period from the end of the preceding Lease Year until such expiration or termination shall qualify as the final Lease Year hereunder.
Mall	means the Mall in which the Premises are located as described in Item 3 of the Particulars and shown in red in Schedule A.
Manager	means any person or body appointed by the Lessor as an independent contractor, or as an employee, to undertake any of the functions of the Lessor.
Occupier	means any person occupying or visiting the Premises including the Lessee, Lessee's contractors and subcontractors, agents, and employees.
Outlet Opening Date	means the latest date upon which the Premises shall be opened for business to the general public.

Opening Date	means the date of an opening of the Mall announced by the Lessor at least 14 days in advance.
Party	means either the Lessor or the Lessee individually and “Parties” mean collectively the Lessor and the Lessee.
Particulars	means the document attached at the beginning of the Agreement and forming integral part of the Agreement.
Permitted Use	means the use of the Premises referred to in item 5 of the Particulars.
Premises	means the premises as more fully identified and described in the Particulars and outlined on the plan marked as Schedule A, together with the Shell and Core definition.
Rent Commencement Date	means the date on which the Basic Annual Rent and Service Charge start to accrue.
Rules and Regulations	means the rules and regulations prescribed by AL SADD TOWER relating to the management, functioning, care of the Mall and the conduct of Lessee and Occupier and which are binding upon the Lessor, Lessee and his Occupiers. For the avoidance of doubt, this covers as well all other circulars, resolutions and rules and regulations relating to the Mall and/or AL SADD TOWER and issued by AL SADD TOWER or any other entity engaged or appointed by AL SADD TOWER from time to time.
Shell and Core Basis	means as defined in and attached as Schedule A to this Agreement.
Service Charge	The Service Charge is based on the general operational costs and expenses incurred from time to time or payable by the Lessee during the Lease Period in respect of Common Facilities and Common Areas and which Lessee hereby irrevocably accepts to pay upon first demand of the Lessor.
Total Charges	means the aggregate of the Basic Annual Rent, the Grand Opening Marketing Fund, chilled water charges, Service Charges, and any other payments, charges, damages and sums

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whatsoever payable by the Lessee to the Lessor in accordance with this Agreement.

- 1.2 Use of the singular shall include the plural and vice versa and any one gender includes the other genders and any reference to “persons” includes natural persons, firms, partnerships, companies and corporations.
- 1.3 Any reference in this Agreement to the Lessor shall also include references to any authorised representative of the Lessor, including its Manager where appointed.
- 1.4 The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 All dates and periods of time shall be determined by reference to the Gregorian calendar.
- 1.6 The Particulars and the following Schedules form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Particulars and Schedules.
- 1.7 If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in the interpretation clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

1.8 Schedules:

Schedule A: Design Drawings and Premises Plan (including Shell & Core specs. and approved 3D design of the Premises layout)

Schedule B: Rules and regulations

Schedule C: Quarterly Rent Schedules & Payment Terms

Schedule D: List of required documents and drawings to be provided prior Handover Date

2.0 Grant of lease

In consideration of the Total Charges and any other charges agreed according to the terms of this Agreement to be paid by the Lessee, and the duties and obligations to be performed by the Lessee as provided in this Agreement, the Lessor hereby leases the Premises to the Lessee, and the Lessee hereby accepts the Premises from the Lessor upon and subject to the terms, covenants and conditions contained herein.

3.0 Commencement

3.1 This Agreement shall come into force and effect on the Effective Date and, subject to earlier termination pursuant to the agreed termination conditions of this Agreement, shall expire on the Lease Expiry Date.

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4.0 Representations

At the date of this Agreement each Party warrants to the other that it has the full power and authority to enter into and to perform its obligations under this Agreement which, when executed, will constitute valid and binding obligations on it, in accordance with its terms and has taken all action necessary to execute, deliver and exercise its rights and perform its obligations under this Agreement.

5.0 Lessee's Payments

5.1. Terms of Payment

(a) Basic Annual Rent

The Basic Annual Rent for each Lease Year shall be due and payable by the Lessee to the Lessor quarterly in advance, in accordance with the provisions of Schedule C, commencing on the Rent Commencement Date and thereafter upon each subsequent annual anniversary of the Rent Commencement Date.

(b) Service Charge

The Service Charge is the amount specified in the Particulars of this Agreement. The Service Charge shall be due and payable by the Lessee to the Lessor quarterly in advance, in accordance with the provisions of Schedule C, commencing on the Rent Commencement Date and thereafter upon each subsequent annual anniversary of the Rent Commencement Date.

(c) Grand Opening Marketing Fund

Upon handover of the Premises, the Lessee shall pay to the Lessor the amount stated in Item 15 of the Particulars payable by the Lessee to the Lessor as the Lessee's contribution to the Grand Opening Marketing Fund. Utilisation of such Marketing Funds shall be done in coordination between the Lessor and AL SADD TOWER, and Lessee shall collaborate to achieve the best possible marketing plan in compliance with AL SADD TOWER's and Lessor's branding outlines and in case of contradiction between AL SADD TOWER's and Lessor's branding outlines, AL SADD TOWER's branding shall prevail. For the avoidance of doubt, AL SADD TOWER's contribution is limited to providing assistance and necessary guidance to Lessor.

(d) Security Deposit

The Security Deposit shall be due and payable by the Lessee to the Lessor in advance, in accordance with the terms provided in item 16 of the Particulars

The Security Deposit shall continue to be held by the Lessor during the Lease Period by way of security for the performance of the Lessee's covenants and obligations, and as security for any damage to the Premises, Common Areas or the Common Facilities due to the reasons attributable to the Lessee (or its Occupiers).

The Lessor shall be entitled to deduct from the Security Deposit such amounts as may be necessary for the repair of any damage to the Premises, to remedy any breach by the Lessee of its obligations under this Agreement, or towards any damage to the Common Areas or the Common Facilities due to the reasons attributable to the Lessee or its Occupiers ("Deductions").

If the whole or any portion of the Security Deposit is so applied, the Lessor shall notify the Lessee in writing and the Lessee shall immediately reinstate the Security Deposit to the original amount.

Upon expiry or earlier termination of this Agreement, the Lessor shall, within forty five (45) days thereof, return to the Lessee the Security Deposit less any Deductions which have not been repaid by the Lessee under Clause 5.0.

(e) Total Charge

Total Charges payable by the Lessee shall be paid without demand, deduction or set-off at the office of the Lessor or at such other place as the Lessor may designate in writing.

6.0 Lessee's Covenants

The Lessee hereby covenants with the Lessor as follows:

6.1. Payment of Total Charges

The Lessee shall pay the Total Charges and all other payments payable in accordance to this Agreement, by the Lessee to the Lessor on the dates, in the manner and in the amounts specified in this Agreement.

Where not expressly provided otherwise, all payments payable in accordance to this Agreement shall be made within thirty (30) days of receipt of an invoice by the Lessee.

6.2 Payment of Utilities Charges

The Lessee shall from the Handover Date and throughout the Lease Period and in a timely manner pay all charges in respect of any telephone, fax, electricity, water or other services connected to and consumed at the Premises imposed directly or indirectly by any utility or authority for the supply of any service whether separately or commonly metered and supplied to the Premises. In the event that those facilities are provided to the Lessee directly by the Lessor or by AL SADD TOWER, the Lessee shall settle any such consumption or usage charges within fourteen (14) days of notification to do so by the Lessor.

The Lessee may not use the services of an alternative regulated service provider that is servicing AL SADD TOWER, or install its lines or other equipment within the Premises without obtaining the prior written consent of the Lessor. For avoidance of any doubts Lessor confirms that the Lessee can use Ooredoo as a service provider that provides different scope of services to the and within the Premises. Further, if Lessor consents to the Lessee's use of a service, then the Lessee acknowledges and agrees that: (i) all electricity services desired by the Lessee shall be ordered and utilized at the sole expense

of the Lessee; (ii) the Lessor has no liability or obligation with respect to the interruption or discontinuation of a service, for whatever reason; and (iii) the Lessee shall indemnify, defend, and hold harmless the Lessor and AL SADD TOWER for all claims, fines, suits, losses, costs, liabilities, demands, expenses, actions, and judgments (collectively, the “Claims”) against the Lessor and AL SADD TOWER caused by or arising out of, either directly or indirectly, any acts or omissions by such service. Except for the fact that by signing this Agreement the Lessor has confirmed his consent for the Lessee to use within the Premises Ooredoo services within the scope provided by Ooredoo, which is essential for the Lessee, any Lessor’s reasonable refusal to consent to any other prospective service provider shall not be considered as a default or breach by the Lessor of its obligations under this Agreement.

6.3 Licensing Requirements

The Lessee shall obtain and uninterruptedly and continuously maintain a valid trade licence for the duration of the Lease Period, together with any other necessary certificates, permissions and approvals, copies of which shall be provided to the Lessor upon the signing of this Agreement.

If requested by the Lessor, the Lessee shall provide the Lessor with information and documentation it may require concerning the operation of the business conducted by the Lessee in the Premises and compliance by the Lessee with the terms of this Agreement.

6.4 Compliance with Laws

The Lessee shall comply forthwith with all laws, Rules and Regulations, orders, regulations or requirements present or future affecting the Lessee or its use of the Premises, and to keep the Lessor and AL SADD TOWER indemnified in respect of all such matters stipulated therein and hold the Lessor and AL SADD TOWER harmless from any penalties, fines, costs, expenses or damages resulting from its failure to do so.

6.5 Observance of Terms

The Lessee shall observe, abide by and perform all of the Lessee’s Covenants, the terms and conditions set out in this Agreement and the Schedules hereto.

6.6 Acceptance of Premises

The Lessee hereby declares and agrees that the Premises plans, as more fully described in Schedule A, are fit and suitable for the Permitted Use and undertakes and agrees to return the Premises upon the Lease Expiry Date, or earlier termination of this Agreement.

6.7 Use of the Premises

The Lessee shall not use or permit to be used the Premises or any part thereof for any purpose other than as specified in the Particulars of the Agreement. The Lessee shall not carry on or allow to be carried on any noisy, offensive or hazardous activity and/ or permit anything to be done which could vitiate the policy of insurance of the Lessor against fire and increase of the premium thereof.

The Lessee shall comply with, and shall procure that all Occupiers of the Premises comply with, the prescribed use of the Premises and all applicable laws, decrees, regulations, approvals, consents and licenses now or from time to time in force in relation to the Premises or anything done in the Premises.

6.8 Possession

6.8.1 Upon taking possession of the Premises and subject to obtaining relevant municipality and/ or other authorities approval (or the approval of a successor authority) the Lessee shall carry out Fit-out and decorate the Premises at its own cost in accordance with Schedule A, including all requirements laid down by the Lessor regarding the execution of such works.

6.8.2 The Lessee shall provide the Lessor with detailed design (Civil and MEP) drawings which should be professionally prepared and shall meet the requirements of relevant municipality and other Competent Authority prior formal approval by the Lessor.

6.9 Fit Out/Decorate

- (a) The Lessee undertakes to complete the Fit out by the Fit out Completion Date. The Lessee warrants to the Lessor that by the Outlet Opening Date the Premises shall be ready and open for business.

For the avoidance of doubt, no delay in taking possession of the Premises or in carrying out and completing the Fit out (howsoever any such delay is caused), shall constitute a valid reason upon which the Lessee may rely to postpone or delay the Fit out Completion Date or the Outlet Opening Date or otherwise relieve the Lessee in any way from its obligations under this Agreement. Notwithstanding the foregoing to the contrary, in the event the Lessee is unable to open for business on the Outlet Opening Date for reasons which are solely attributable to the Lessor's failure to perform its obligations under this Agreement, or due to the occurrence of an event of force majeure, then the Lessee shall not be subject to penalties as may be provided under this Agreement and the Outlet Opening Date for the Premises shall be extended by the Lessor until such time as for the delay caused by the Lessor or the event of force majeure.

- (b) The Lessor is obliged to deliver possession of the Premises to the Lessee on the Handover Date, and the Lessee is obliged to take possession of the Premises on a Shell and Core Basis, for the purpose of performing the Fit out in accordance with the provisions of this Agreement, provided that the Handover Condition is going to be satisfied.
- (c) The Lessee hereby irrevocably accepts and agrees that the Lessor shall have the sole right from time to time during the Fit out Period to make variations to the Premises Plan (Schedule A) and the description of the Lessee's works in coordination with the Lessee. If the variations referenced in this Clause 6.9. (c) shall have a significant impact on Fit out, then Parties acting in a good faith shall negotiate extension to Fit out Period, provided that Parties will find is necessary. Any such extension agreed between the Parties shall be confirmed by both Parties in writing, in the addendum to this Agreement.

- (d) If any of the variations referenced in Clause 6.9.(c) have the effect of increasing or decreasing the gross area of the Premises, the Lessor shall make appropriate proportionate adjustment to the Total Charges payable pursuant to the Agreement and notify the Lessee accordingly.
- (e) The Lessee shall at its own expense and risk carry out the Fit out:
- (i) In compliance with all the provisions of this Agreement, the Fit-out of the Premises is to be performed by the Lessee to the satisfaction of the Lessor and in accordance with the design drawings and specifications previously approved by the Lessor and shall include all Fit out and internal works, including but not limited to decoration, fixtures, furnishings and equipment to be carried out and completed at the Premises. For each part of the Fit-out works, the prior consent of the Lessor shall be obtained. If the Lessee wishes to modify any design which has previously been submitted for review or which has been approved by the Lessor, the Lessee shall immediately notify the Lessor and shall subsequently submit revised documents to the Lessor for pre- fit out review and approval. The Lessor at all times shall have the right to inspect the Fit-out works, or any part thereof, and shall have the right to reject at any time any portion of the Fit-out works which in Lessor's judgment is of improper or inferior design or workmanship;
 - (ii) So as to cause no obstruction to or interference with the carrying out of any works of the Lessor or of any other works within the Mall;
 - (iii) In co-ordination with the activities of AL SADD TOWER and in compliance with the instructions of the Lessor as to the method of and procedure for carrying out such Fit-out and the applicable rules, regulations and processes in force in AL SADD TOWER; providing that such activities and/or instructions are reasonably and officially notified to the Lessee in advance;
 - (iv) Employing building and Fit out contractors approved by the Lessor – for that purpose the Lessee shall provide the Lessor with a list of its contractors, (all of them shall have their registered seats in the State of Qatar) prior the commencement of Fit-out works;
 - (v) In compliance with all consents, approvals, licences, laws, decrees and Rules and Regulations now or from time to time in force and with any requirements of AL SADD TOWER in relation to access or health and safety regulations affecting the Premises; and
 - (vi) on or before the Fit-out Completion Date, the Lessor shall procure that a representative of AL SADD TOWER's technical team shall inspect the Premises, together with the Lessee and the Lessor, who shall draw up a list of defects or outstanding matters that require attention, if any. The Lessee, the Lessor and AL SADD TOWER's representative shall confirm their agreement as to the accuracy and completeness of such list by each signing the list. In the event of any disagreement between the Lessee and AL SADD TOWER's representatives, the disagreement shall be resolved by decision of the representative of AL SADD TOWER's technical team whose decision shall be final and conclusive. The Lessee shall procure that the items identified on the list as requiring attention shall be attended to as soon as reasonably possible. The Lessee, however, shall not be

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entitled to delay the Fit-out Completion or the Outlet Opening Date whilst items on the list remain outstanding without the Lessor's prior written approval.

- (f) The Lessee undertakes to indemnify the Lessor and AL SADD TOWER against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or any damage to any land or property) arising directly or indirectly as a result of the Lessee's performance, improper performance or non-performance of the Fit out works or the Lessee's non-compliance with any provision(s) in this Agreement (including but not limited to Schedule A) and/or any applicable law or regulation in force in the State of Qatar or within AL SADD TOWER.
- (g) The Lessee shall be responsible for the following:
 - (i) The Lessee shall, as a minimum, procure and maintain, in the joint names of Lessee, Lessor and AL SADD TOWER (throughout the Fit-out Period) insurance cover for building damages caused by Lessee, Contractor's Insurance, Third Party Contractor's Equipment Insurance, Worker's Compensation Insurance and a broad comprehensive coverage policy of Public Liability Insurance against losses or liabilities caused by or in connection with the Fit-out.
 - (ii) The Lessee shall immediately on or before the actual commencement of the Fit-Out Works provide the Lessor with copies of such insurance policies and evidence of payment of the applicable premiums. If the Lessee fails to insure or keep required insurances during the Fit out Period, the Lessor shall be entitled to act on behalf of the Lessee in providing the required insurance cover and recover all costs associated with such act from the Lessee, whether by applying the Security Deposit or by directly invoicing the Lessee.
 - (iii) Without prejudice to the provisions of Clause 6.9.(g).(i) hereof, the Lessee shall as of the date of this Agreement and throughout the Fit-out Period, maintain such other further insurances as may be reasonably required by the Lessor in writing from time to time.
 - (iv) The Lessee and the Lessor shall ensure that nothing is done or omitted to be done which would increase the rate of premium, or prejudice or invalidate any insurance cover obtained by the Lessee and/or the Lessor, and in particular shall comply with all safety and fire regulations and precautions.
 - (v) The Lessee shall ensure that all insurance policies referenced above shall include a provision for a waiver of subrogation against the Lessor and AL SADD TOWER.
- (h) During the Fit out Period the Lessee shall, and shall procure that its contractors shall keep the common areas of the Mall and AL SADD TOWER free of all construction and related debris. The Lessee shall, on a timely basis, clean up all construction and related debris at the Premises and such common areas and deposit such debris only in the Lessor identified rubbish facilities.
- (i) Before the Outlet Opening Date the Lessor shall:

- (i) Inspect the Premises and prepare a list of defects in connection with the Fit out, including the ones which were specified in accordance to Clause 6.9 (e), point (vi) and rectified accordingly, which shall detail the items which require rectification or repair; and
 - (ii) Immediately deliver a copy of the list of defects to the Lessee for the Lessee to remedy those defects.
- (j) The Lessee shall ensure that the defects identified by such list referred to in Clause 6.9.(i) shall properly and promptly be rectified by the Lessee to the reasonable satisfaction of the Lessor or the Manager in order to be authorised to start the business or trade.

6.10 Lessee and Rules and Regulations

The Lessee agrees and understands that the Lessee shall observe and comply and shall ensure that its Occupiers observe and comply with the terms and provisions of this Agreement, the Rules and Regulations and such other rules and regulations that shall be applicable to the Premises and AL SADD TOWER from time to time. The Lessor has the absolute right in its sole discretion to amend, add to and/or replace any or all of the aforementioned, and such amendments, additions or replacements shall become effective from the date of their issuance.

The Lessee acknowledges and understands that for the proper and convenient management, administration, maintenance and control of AL SADD TOWER, and in particular the Common Areas and Common Facilities, mutually beneficial restrictions are imposed on all the premises in AL SADD TOWER under the Rules and Regulations which establish a mutually beneficial scheme for the management, administration, maintenance and control of AL SADD TOWER.

The Lessee is aware that the owner of the Premises and the Mall is a public entity and that as such laws and regulations applying to public property do apply.

Lessor's Initials	Lessee's Initials

6.11 Maintenance and Repair

- (a) The Lessee shall keep the Premises clean, orderly, sanitary and free from objectionable odours, insects and other pests at all times.
- (b) If the Lessee fails to comply with its obligations pursuant to this Clause immediately, then the Lessor, its agents or employees may enter the Premises and execute all necessary or desirable repairs. The Lessee shall pay to the Lessor all reasonable expenses so incurred on demand
- (c) The Lessee shall keep the interior of the Premises in good and substantial repair and condition and deliver up possession of the Premises to the Lessor in good and substantial repair and condition at the termination of the Agreement together with all permanent fixtures thereto and to repair any damage which the Lessee may have caused to the Premises during the Lease Period or while removing the Lessee's furniture or personal belonging
- (d) The Lessee shall at its own expense, at all times during the Lease Period, maintain the Premises and all machinery, plant, equipment, fixtures and fittings, plate glass, signs, lighting and utility installations thereon in a good and safe state of repair, working order and condition, and in a manner which shall not cause any damage to the structure, or services or equipment, or any internal or external part of the Premises, to a standard acceptable to the Lessor (which the Lessee accepts will be the highest standard possible).
- (e) The Lessee shall keep the Premises neat, clean and free of dirt and rubbish at all times, and shall carefully store in an orderly manner all trash and garbage within the Premises. The Lessee shall be solely responsible, at the Lessee's sole expense, for any and all janitorial services required with respect to the Premises unless otherwise hereafter agreed in writing executed by both the Lessor and the Lessee, provided that any such janitorial service shall be required to comply with the Rules and Regulations for provision of such services as may be promulgated by the Lessor and /or AL SADD TOWER from time to time.
- (f) If the Lessee fails to comply with its obligations pursuant to this Clause immediately upon receiving notice to do so from the Lessor, then the Lessor, its agents or employees may enter the Premises and execute all necessary or desirable repairs. The Lessee shall pay to the Lessor all reasonable expenses so incurred on demand upon receiving an invoice from the Lessor, failing which Lessor shall have the right to apply the Security Deposit.

6.12 Display Signage

Lessor's Initials	Lessee's Initials

The Lessee shall not undertake promotions around the Premises or exhibit on the Premises any advertisement, nameplate, placard or announcement of any description without first securing the consent of the Lessor and AL SADD TOWER and paying additional advertisement fees as provided from time to time by the Lessor or by AL SADD TOWER. No such advertisement, placard or announcement whatsoever to be exhibited or fixed to the external elevations of the Mall, without prior written approval of the Lessor.

6.13 Banned Broadcasting Devices

The Lessee shall not, and shall ensure that its invitees, employees and agents shall not, erect, place or use outside the Premises any radio, television or television aerial, antenna or satellite dish or any loudspeakers, screens or similar devices, or equipment nor use or permit to be used any radio, gramophone, television or other like media or equipment likely to be heard from outside the Premises, or broadcast any audio or video transmission without the prior written consent of the Lessor. Such consent granted by Lessor shall not waive in any event, any obligation on the Lessee to get necessary permits and licenses required for such use or transmission.

6.14 Alterations

The Lessee shall not make any alterations of any kind to or in the Premises or to or in the Mall without the prior written consent of the Lessor and not to remove any of the fixtures and fittings belonging to the Lessor or to AL SADD TOWER from the Premises. Alterations or additions of a permanent nature undertaken by the Lessee as herein above states shall become and be deemed to be the property of the Lessor and the Lessee shall not be entitled to claim compensation for the same at any time.

6.15 Indemnification and Insurance obligation

The Lessee shall, at its own cost, obtain and maintain throughout the Lease Period insurance in and for such amounts, on such terms and with such an insurer that is registered in Qatar for the following risks and such other risks as the Lessor may otherwise determine from time to time:

- (a) The Lessee shall indemnify the Lessor against any and all liability, loss, claim action, cost, expense, damage, injury or fatality caused to any person whomsoever or any property whatsoever whether directly or indirectly arising from (a) the defective or damaged condition of any part of the Premises or any fittings, fixtures or electrical wiring therein except those caused by structural and basic construction defects, (b) the spread of fire or smoke or the flow of water from the Premises or any part thereof or (c) the act, omission, default, or neglect of the Lessee, its servants, agents, contractors, employees, invitees, licensees or customers.
- (b) The Lessee's policy shall oblige the insurer to give 30 days' notice to the Lessor prior to any cancellation or any material change in the policy or non-renewal of policy. In the event of cancellation due to non-payment of premium the Lessor shall have the right to pay such premiums on behalf of the Lessee and seek payment from him. Lessor shall have the right but not the obligation to terminate

this Agreement in accordance with the agreed terms and conditions in case such default is not remedied within 30 days from written notice.

- (c) The Lessee's policy will also include insurer's undertaking not to exercise its right to revoke / cancel / annul the insurance on grounds of non-disclosure, mis-description or misrepresentation in any information relevant to the insured risk unless the insurer can prove that it was intentionally and dishonestly committed by the insured.
- (d) As a minimum requirement, the Lessee shall at its cost effect maintain insurance in respect of the following risks and in each instance provide the Lessor with copies of the policies and evidence of payment of the current term premiums:
- i. Contractor's all risk and public liability insurance for as long as the Lessee's construction and Fit – out works continue (including the maintenance period, if any) with a cross liability clause included in the policy;
 - ii. Workmen's compensation liabilities pursuant to statutory requirements;
 - iii. All risk (including fire, lightening, riot, strikes, civil commotion, explosion, storm, tempest, flood, earthquake, bursting and overflowing of water pipes or apparatus or tanks, aircraft and impact and accidental damages) insurance in amounts to cover the replacement cost of the Premises and any fixtures, fittings, furniture and inventory therein, and liability to pay the whole or any part of the Basic Annual Rent and Service Charge for the period from the date of loss of use of the Premises (if at all) until re-establishment of the Lessee's business therein in circumstances where the Basic Annual Rent and Service Charge remains payable under this Agreement, and,
 - iv. Third Party Public liability insurance, the policy containing a cross liability clause with waiver of subrogation in favour of the Lessor or his agent.
- (e) The minimum insurance cover specified above, in addition to such other cover as the Lessee at its sole discretion may deem prudent, shall be taken out in the joint names of the Lessor, AL SADD TOWER and the Lessee in respect of such minimum levels of indemnity (where indicated) with an insurance company approved by the Lessor, the Lessor in this regard having no interest in the Lessee's fixtures, fittings furniture and inventory, and the Lessee shall produce evidence to the Lessor that such insurance is valid and subsisting as the Lessor may from time to time reasonably request. In all cases where the Lessee is required to effect insurance under this Agreement, the Lessee's policies in respect of Third Party Liability shall state that they will not contribute with any policy effected by the Lessor and that in all cases the Lessee's policy shall be primarily answerable before recourse is made under the Lessor's policies which may cover the same risks or incidents.
- (f) The Lessee shall comply with all fire and safety precautions and not to store any arms, ammunition, explosives, chemicals, inflammable liquids, acetylene gas, alcohol or volatile explosive oil or substances upon the Premises for any purpose

Lessor's Initials	Lessee's Initials

and to ensure that nothing is done which may invalidate or vitiate in any way such insurance cover.

- (g) Lessee shall also maintain Employers Liability Compensation Insurance covering personal injury to and death of Lessee's employees engaged in the performance of their employment, for the minimum value required by any applicable law.
- (h) The Lessee shall supply copies of such insurance policies and evidence of payment of premiums to the Lessor upon request by the Lessor, and if the Lessee shall fail to insure or keep insured as required above, the Lessor shall be entitled to do so on behalf of the Lessee and recover the cost of such insurance from the Lessee.

6.16 Damages for Late Payments of Total Charges

Without prejudice to the rights and remedies of the Lessor under this Agreement or under applicable law, if the Lessee fails to make any payment to the Lessor of any Total Charges due to the Lessor under the Agreement at the time or times or within the periods specified in the Agreement, the Lessee shall pay an amount in respect of liquidated damages for late payment on so much of the Total Charges and other monies payable under this Agreement as remain unpaid seven (7) days after they have become due, from the date that they became due until the payment is made to the Lessor (the "Late Payment Charge"). Any Late Payment Charge payable hereunder shall be at the rate of 5% (five per cent) per annum, calculated on a daily basis until full payment of all outstanding amounts and accrued interest thereon has been received by the Lessor from the Lessee.

6.17 Lessor's Right to Inspect

- (a) The Lessee shall permit the Lessor, its agents, engineers, contractors, employees at all times on reasonable notice (except in the case of emergency where no notice shall be required), to enter the Premises to view the state and condition thereof and to carry out repairs, renovations, maintenance or alterations to the Premises or to any part thereof (and the services conduits whether serving the Premises or any other part of the Mall) in compliance with Lessor's obligations under the provisions of this Agreement, or otherwise deemed necessary or desirable by Lessor.
- (b) The Lessee acknowledges and agrees that all air handling units, fan coil units and any other equipment must be fully accessible for routine maintenance at all times and in emergency, the cost of which shall be borne in full by the Lessee.
- (c) The Lessee shall permit the Lessor and Lessor's workmen at all proper times on request to enter therein to inspect the Premises.
- (d) The Lessee shall give the Lessor prompt notice in writing of any defects or want of repair in any services to, or fittings in the Premises and of any circumstances likely to cause any danger, risk or hazard to the Premises or any persons therein.

6.18 Lessor's Right to Enter in Emergency

If an emergency occurs, the Lessor or its agents may enter the Premises forcibly without liability therefore and without in any manner affecting Lessee's obligations under this Agreement. In such event, Lessor shall notify the Lessee of such entry as soon as practicable.

6.19 Car Parking

The Premises have no allocated car parking facilities. In all cases, the Lessee shall be entitled to use any car parking spaces allocated for general use on a first-come first-served basis. The Lessee acknowledges that this right is also shared with the general public. The use of the car parking facilities shall be governed by the terms of the Rules and Regulations.

6.20 Building Activities / No Claim for Inconvenience

The Lessee acknowledges being aware of the fact that after the Premises have been developed, AL SADD TOWER as a whole will be the site of ongoing development and construction and that inconvenience may be suffered as a result of the building activities, which shall be in progress. The Lessee and its Occupiers shall have no claim against the Lessor or AL SADD TOWER for such inconvenience provided that both the Lessor and AL SADD TOWER shall use their reasonable efforts to keep such inconvenience to a minimum.

6.21 Intellectual Property

The Lessee shall not use the Lessor's or AL SADD TOWER's trademarks, logos or any other of the Lessor's or AL SADD TOWER's intellectual property rights without obtaining in each instance the prior written consent of the Lessor or AL SADD TOWER as the case may be.

The Lessor shall not use the Lessee's trademarks, logos or any other of the Lessee's intellectual property rights without obtaining in each instance the prior written consent of the Lessee.

6.22 Security

The Lessee shall comply, and shall ensure that its Occupiers comply with all security regulations and all procedures and directives implemented and issued from time to time by AL SADD TOWER and by any governmental authority or department.

6.23 Marketing and promotional activities

Any marketing or promotional events or campaigns that have an exposure out of the Premises shall be subject to Lessor's final approval prior the implementation.

7.0 Leases to Third Party Tenants

The Lessee may not sublease the Premises or any part thereof to a third party.

8.0 AL SADD TOWER's stepping in rights

- 8.1 At the end of the head lease period between AL SADD TOWER and Lessor or if the Agreement between the Lessor and AL SADD TOWER is terminated for any reason whatsoever, the Lessor and the Lessee hereby acknowledge, agree and understand that upon receipt of notice in writing from AL SADD TOWER or its nominee, as the case may be:
- (a) the rights and/or duties of the Lessor in terms of this Agreement shall be immediately transferred by means of assignment to AL SADD TOWER or its nominee and the Lessee hereby consents to the Lessor's assignment of its rights and duties under such agreements to AL SADD TOWER or its nominee, and the Lessee shall acknowledge and recognize AL SADD TOWER or its nominee in the place of the Lessor as if this Agreement had originally been entered into by AL SADD TOWER or its nominee and the Lessee; provided the AL SADD TOWER or its nominee undertake to abide to the terms and conditions of this Agreement; and
 - (b) the assignment of such rights and duties shall be effective as from the date of receiving the notice;
 - (c) Lessor shall immediately handover any rental cheques (in any), invoices, documents, signed by the Lessee for the period commencing on the effective date of AL SADD TOWER's stepping in rights.

9.0 Indemnity

- 9.1 The Lessee shall indemnify and hold AL SADD TOWER and the Lessor harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims made by third parties arising from this Agreement otherwise in connection with the sublease of the Premises or any part thereof.
- 9.2 The Lessee indemnifies and holds harmless, and shall keep indemnified and held harmless, the Lessor and its agents against any harm arising from any and all claims, proceedings, costs, damages, expenses and losses arising out of or in connection with:
- (a) the Fit out of the Premises and the subsequent operation of the Lessee's business;
 - (b) any breach, non-observance or non-performance by the Lessee of any of the Lessee's covenants, terms and conditions contained in this Agreement or the relevant provisions of the Rules and Regulations;
 - (c) any damage, injury, illness or fatality caused to any person or property whether directly or indirectly) through:
 - (i) the defective or damaged non-structural condition of any part of the Premises, or any fittings, fixtures or electrical wiring therein;
 - (ii) the act, default or neglect of the Lessee or the Lessee's Occupiers; and

(d) any and all claims, proceedings, and for all costs, losses, expenses and damage incurred or suffered by the Lessor as a consequence of the earlier termination of this Agreement for a default pertaining to the Lessee.

9.3 The Lessor shall indemnify and hold harmless, the Lessee and its agents against all claims, proceedings, costs, damages, expenses and losses in respect of or in connection with:

(a) any damage, injury, illness or fatality caused to any person or property through:

(i) the defective or damaged non-structural condition of any part of Common Areas or Common Facilities;

(ii) the default or neglect act of the Lessor;

(b) any and all claims, proceedings, and for all costs, losses, expenses and damage incurred or suffered by the Lessee as a consequence of the earlier termination of this Agreement for a default pertaining to the Lessor;

(c) any breach, non-observance or non-performance by the Lessor of any of the Lessor's covenants, terms and conditions contained in this Agreement or the relevant provisions of the Rules and Regulations;

10.0 Lessor's Rights and Covenants

Subject to the Lessee fulfilling all its obligations under this Agreement including performing and observing the covenants and conditions pursuant to this Agreement, the Lessor hereby covenants with the Lessee as follows:

10.1 Quiet Enjoyment

Upon the Lessee duly paying the Basic Annual Rent, Service Charge and any other sums payable hereunder to the Lessor and observing and performing its several covenants and stipulations herein contained and subject to any directive or decision of any municipal, or Competent Authority, to permit the Lessee to have quiet possession and enjoyment of the Premises during the Lease Period without any interruption by the Lessor.

10.2 Maintenance

The Lessor shall maintain and keep in substantial repair, parking spaces, roads, pavements, gardens owned or provided by the Lessor around the Mall, the external walls of the Mall, walls in the Common Facilities and also the Conduit Media (pipes, tubes, ducts, etc...) in the Common Facilities.

10.3 Exclusion and Limitation of Lessor's Liability

The Lessor shall have no liability to the Lessee or to any invitees, agents or employees for any loss, damage or inconvenience which may be caused by reason of:

(a) Events beyond the reasonable control of the Lessor; or

- (b) The Lessor shall not be liable to the Lessee or to any invitees, agents or employees or to the ultimate consumers of any goods purchased from the Lessee or any clients or customers of the Lessee or any invitees, agents or employees for any costs, loss or damage to persons or property, claims for damages or awards howsoever arising out of such services or goods.
- (c) Except as otherwise expressly provided in this Agreement, the Lessor shall not be liable to the Lessee for any costs, loss or damages suffered by the Lessee as a consequence of liability of the Lessee to any other person for claims, damages or awards howsoever arising under or in connection with this Agreement.
- (d) The Lessor shall not be under any liability to the Lessee or to any employee, servant, agent, contractor, customer, invitee or licensee of the Lessee for any loss, damage, injury or inconvenience arising from the temporary termination of services and/ or any closing, breakdown, defect or failure of the air-conditioning or the inability to operate or maintain any lifts, or in any machinery, services and Conduit Media installed by the Lessor at any time or times provided that the Lessor has performed all its obligations in this respect. The Lessor shall not be liable to the Lessee for any injury, loss, damage or diminution in value of any of the Lessee's works or materials, cash, cheques or similar instruments or any documents, persons or things in the Premises, the Mall, the car park or elsewhere in the adjacent areas due to any theft, break-in, accident, fire, natural disaster, acts of God, acts of Government, riots, events arising from invasion, war or sabotage or any other reason.
- (e) The Lessee does not have a right to demand compensation from the Lessor for any damage that Lessee sustains as a result from using the Premises

10.4 Right to Relief

In the event of any breach by the Lessee of any of the terms and provisions of this Agreement to be performed and observed by the Lessee, Lessor shall have the right to specific performance, injunctive relief, and declaratory relief or any other equitable relief or remedy, as if no other relief or remedies were provided herein.

10.5 Variations

The Lessor shall have the right from time to time, for the purpose of the development and overall interest of the Premises, and/or the Mall to improve, extend or in any manner whatsoever vary, alter or deal with the Premises and make any modification or changes, provided that in exercising such right, the Lessor will endeavour to cause as little inconvenience to the Lessee as is practicable in the circumstances.

10.6 Right to Set-Off

The Lessor's right to recover and enforce the payment of any amounts due and owing by the Lessee to the Lessor under this Agreement shall include the right to set-off any such amounts against any monies due from the Lessor to the Lessee.

Lessor's Initials	Lessee's Initials

10.7 No Waiver

Failure of any Party on any occasion to insist upon observance or performance by the other Party of any covenant or obligation herein contained shall not amount to a waiver of such breach or acceptance of such variation by that Party. Furthermore, no waiver by any Party of any breach of any covenant, obligation or provision in this Agreement express or implied shall operate as a waiver of another breach of the same or of any other covenant, obligation or provision of this Agreement.

10.8 Warranties

Where possible and necessary, the Lessor will assign to the Lessee the benefit of any manufacturer's warranties in respect of any fixtures or fittings installed by or on behalf of the Lessor in the Premises.

11.0 Agreement Renewal, Termination, Vacation

11.1 Agreement Renewal

Unless if otherwise agreed between the parties, this Agreement shall automatically be terminated at the expiry of the Lease Period or at Termination.

If the Lessee wishes to renew this Agreement he must give the Lessor at least 3 months' notice in writing of his wish to negotiate a new agreement. Any renewal will be subject of negotiation between the Lessor and the Lessee and should be for a minimum period of 24 months. In the case that the Lessor wishes to renew this Agreement at a Basic Annual Rent and Service Charge exceeding that which is agreed under the existing Agreement then the Lessor must give the Lessee at least 4 months' notice in writing.

If the Lessee wishes to vacate the Premises at the end of the term he must give the Lessor at least 3 months' notice in writing.

11.2 Default and Termination

11.2.1 If

- (a) the Lessee is in breach of the terms and conditions of this Agreement or the relevant provisions of Schedule A and/or the Rules and Regulations and this breach has not been remedied within 15 days from notification by the Lessor of the breach; or
- (b) the Lessee becomes bankrupt, enters into liquidation, makes a general assignment for the benefit of creditors or takes the benefit of any act of insolvency, or if any similar proceedings are instituted by or against the Lessee, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Lessee's property and not discharged within ninety (90) days or as otherwise provided by law; or
- (c) the Premises becomes vacant or deserted or the Lessee fails to open for business without Lessor's prior written approval; and the Lessee is not traceable or has absconded or leaves the country without notifying the Lessor; or

- (d) The Lessee has sublet, assigned or sold out possession of the whole or any part of the Premises in any manner whatsoever without the prior written approval of the Lessor or in breach of the agreed terms and conditions of this Agreement; or
- (e) the Lessee fails to complete the Fit out by the Fit out Completion Date and/or the Premises are not ready, and open for business on the Outlet Opening Date or at any time afterwards; or
- (f) the Lessee fails to compensate the Lessor within seven days from receiving an invoice from the Lessor in respect of any damage caused by the Lessee, its contractors or sub-contractors to the Premises or AL SADD TOWER (including but not limited to its common areas) during the term of this Agreement;

Then in any one or more of such events the Lessor at any time shall have the right to terminate this Agreement and re-enter the Premises if no other remedy is available to the Lessor.

11.2.2 If

- (a) the Lessor is in breach of the terms and conditions of this Agreement and this breach has not been remedied within 15 days from notification by the Lessee of the breach; or
- (b) the Lessor becomes bankrupt, enters into liquidation, makes a general assignment for the benefit of creditors or takes the benefit of any act of insolvency, or if any similar proceedings are instituted by or against the Lessor, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Lessor's property and not discharged within ninety (90) days or as otherwise provided by law; or

Then in any one or more of such events the Lessee at any time shall have the right to terminate this Agreement.

11.2.3 If this Agreement has been terminated in accordance with Clause 11.2.1 then:

- (a) the sums paid by the Lessee to the Lessor commensurate with any outstanding due to the Lessor shall be forfeited and it is understood by the Lessee that if such sums are insufficient to meet the Lessor's losses arising as a result of any of the events provided for in Clause 11.2.1, the Lessee shall remain liable to pay to the Lessor the amount of shortfall on demand; and
- (b) The Lessor (or its authorised Manager) shall have the lawful right and entitlement to repossess the Premises and take possession of all property therein without prejudice to the rights of the Lessee and the sub-tenants; and
- (c) The Lessor may let the Premises to any other third party.

11.3 Lessor to Enter the Leased Premises and Right to Show Premises

11.3.1 The Lessors architect, technical team, contractors, workmen and agents may, at all reasonable times, upon giving the Lessee prior notice (except in case of

emergency when no notice will be required), enter the Premises and view the state of repair thereof and may serve the Lessee a notice, in writing, of any defect for which the Lessee is responsible requiring the Lessee, within a reasonable time, to repair the same. Such repair will be made to the complete satisfaction of the Lessor.

11.3.2 During a period of three months before the expiration of the Lease Period, the Lessee shall permit all prospective lessees of the Premises accompanied by a representative of the Lessor time's free ingress and egress from the Premises for the purpose of viewing the Premises.

11.4 Early Vacation of Premises

- (a) In the event that the Lessee vacate the Premises prior to the Lease Expiry Date then, the Lessee shall remain liable for the Total Charges and all other payments due in accordance with this Agreement until the earlier of:
 - (i) the Lease Expiry Date; or
 - (ii) the rent commencement date of any subsequent lessee of the Premises.
- (b) For the avoidance of doubt, the Parties hereby agree that the Lessor may, at its absolute discretion, re-market the Premises and enter into a new lease agreement with a replacement Lessee for the Premises (upon prior termination of this Agreement). However, it is hereby understood and accepted by the Parties that the Lessor shall be under no obligation to terminate this Agreement and to enter into any such lease agreement prior to the Lease Expiry Date.

11.5 Assignment and Subletting

- (a) The Lessor shall have the right to assign or transfer the whole or any part of the Mall, including but not limited to the Premises and/or the Lessor's interest in this Agreement and/or the rights to enforce the Lessee's covenants and to receive any or all of the Total Charges, to any party as the Lessor deems fit and the Lessee hereby irrevocably consents to the same and any such assignment or transfer shall be binding on the Lessee, provided that notice thereof has been given to the Lessee, and provided further that to the extent necessary under applicable law, the Lessor shall do or require to be done all such things and actions as may be required to execute such assignment, provided further that the new lessor will abide the rights and obligations acquired upon an assignment, in each and any party of it, in accordance to this Agreement.
- (b) The Lessee shall not assign, transfer, part with or share possession or occupation of, sublet or grant any license whatsoever or otherwise deal with, or dispose of the Premises or any part thereof or this Agreement to any other party, without the prior consent of the Lessor.

11.6 Yield Up

At the expiration or sooner termination of the Lease Period, the Lessee shall surrender and yield up to the Lessor the Premises with all Lessee's works in good repair and

condition, reasonable wear and tear excepted, unless required by the Lessor to be removed, and if so required by the Lessor, to remove (at the Lessee's own cost) all Lessee's works, or any part thereof as required by the Lessor, from the Premises and to repair (at the Lessee's own cost) all damage done to the Premises (in accordance to the detailed report signed between the Parties on a Handover Date) or the Mall's common parts or the exterior of the Mall.

11.7 Holding Over Penalty

Should the Lessee remain in possession of the Premises after the Expiry Date or earlier termination of this Agreement, then the Lessee shall continue to remain liable for and shall be required to pay to the Lessor, unconditionally and without any objection, the amount of Total Charges for which the Lessee was liable to pay during the immediately preceding Lease Year prior to the Expiry Date (calculated on an apportioned daily rate), ("Holding Over Rent"), together with an amount in respect of liquidated damages of one hundred percent (100%) of the amount of Holding Over Rent (Holding Over Penalty") for each day that the Lessee continues in possession of the Premises. No such payment or acceptance thereof by the Lessor shall however operate as, constitute, or be deemed to be an extension of the Lease Period or a renewal of this Agreement. Notwithstanding the above, the Lessee shall continue to be bound by all the terms and conditions of this Agreement. In addition to the above payment the Lessor shall have the right to seek additional damages from the Lessee for losses occasioned by the Lessee's continued possession of the Premises. For the avoidance of doubt, the above should not be interpreted in any event as a right to the Lessee to remain in possession of the Premises.

11.8 Common Areas Promotions

Without prejudice to the general rights of AL SADD TOWER with regard to the Common Areas, AL SADD TOWER reserves the right from time to time during the Lease Period to grant to any person the right to use the Common Areas for such purpose and upon such terms and conditions as the Lessor may in its absolute discretion think fit.

12.0 General

12.1 Confidentiality

All information concerning the commercial terms and conditions of this Agreement, other than the existence of this Agreement, shall be kept confidential by the Parties and shall not be disclosed by either Party to any third party other than AL SADD TOWER except with the prior written consent of the other Party or as may be required by any law, court order or governmental agency, and except on a need to know basis, to each Party's accountants, auditors, investors, lenders and legal counsel. The terms of this Clause shall survive the expiration or termination of this Agreement.

12.2 No Variation

No amendment to this Agreement shall be valid unless it is made in writing and executed by each Party's authorised representatives.

12.3 Severability

The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

12.4 Applicable Law and Settlement Disputes

In the event that there is a dispute or difference between the Parties connected with the formation, existence, performance, interpretation, nullification, termination or invalidation of this Agreement, arising therefrom, or related thereto in any manner whatsoever either Party may give written notice to the other Party specifying in detail the subject matter thereof and requiring it to be considered a dispute or difference within this Clause.

After service of such notice, the Parties shall endeavour to settle the dispute or difference by mutual negotiation and agreement. To the fullest extent permitted by applicable law, if Parties fail to settle the same within that period, the dispute or difference shall be submitted to the Courts in Doha, Qatar in accordance with the provisions of the Qatari laws.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Qatar. The parties hereto agree to submit to the exclusive jurisdiction of the courts/disputes settlement committees of the State of Qatar for the purpose of resolving disputes between the Lessor and the Lessee.

12.6 Lease Documentation

Four copies of this Agreement are to be signed by both parties and each party will retain one copy and the third one shall be used for municipality registration and the fourth one shall be handed over to AL SADD TOWER.

12.7 Force Majeure

Means an act of God including without limitation fire, flood, earthquake, wind, storm or other natural disaster; an act of any sovereign including without limitation terrorist attacks, war (whether war be declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, military action, confiscation, nationalization, or threat of any of the foregoing; labour dispute including without limitation strike, lockout or boycott; the act, negligence and/or omission of any government, any Competent Authority(ies) including without limitation:

- (i) refusal or revocation of any license, consent or otherwise; and/or
- (ii) any negligence, failure and/or delay in acting, approving, supplying and/or completing by any government, any Competent Authority(ies) and/or the owner of the land.

Neither Party shall be liable for any failure or delay to perform its obligations under this Agreement due the event of force majeure.

If either Party considers that any circumstances of force majeure have occurred which may affect the performance of its obligations under this Agreement, it shall notify the other Party thereof as soon as possible and in any event within fourteen (14) days after the commencement of such circumstances. Such notice shall include full and detailed particulars of such circumstances and effect. The Party giving such notice shall (if applicable) notify the other Party of the end of such circumstances of force majeure within fourteen (14) days after the end of such circumstances.

Upon the occurrence of any circumstances of force majeure, both Parties shall take all reasonable measures to minimise the effect of such circumstances and shall use their respective best endeavours to continue to perform their obligations under this Agreement so far as reasonably practicable.

12.8 Entire Agreement

The Agreement embodies the entire agreement of the Lessee and the Lessor and supersedes all prior agreements, correspondence, negotiation, discussion and writings exchanged between the parties hereto. No course dealings, undertaking, representation, inducement or term of agreement between the Parties that is not expressly contained in the Agreement shall be of any force or effect, nor will it supplement, explain or vary any of the terms and conditions of the Agreement.

12.9 Notices

Any notice, communication or demand to be given or made by or to the Lessor or the Lessee under this Agreement shall be in writing and shall be delivered personally or sent by registered mail or by fax, to the Party due to receive such notice at its address set out in this Agreement (or such other address as either Party may advise the other in writing). Any such notice, communication or demand given or made by registered mail shall be deemed to have been received seven (7) days after the date of posting, or in case of hand delivery upon written acknowledgement of delivery made by or on behalf of the receiving Party or when left at the address set out in this Agreement, or in the case of a fax, at the time of transmission.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the day and date first above written.

Signed by:

For and on behalf of the **Lessor**

For and on behalf of the **Lessee**

Name: _____

Name: _____

Title: _____

Title: _____



Lessor's Initials	Lessee's Initials

Acknowledgement by Lessee

The Lessee acknowledges having read and understood the following documents and agrees and undertakes to be bound by their provisions as they are, according to this Agreement, relevant to the Lessee:

Schedules:

Schedule A: Design Drawings and Premises Plan (including Shell & Core specs.)
Schedule B: Rules and Regulations
Schedule C: Annual Rent Schedules & Payment Terms
Schedule D: List of documents and drawings to be submitted prior the Handover Date

For and on behalf of the **Lessee**

Lessor's Initials	Lessee's Initials

Schedule A: Design Drawings and Premises Plan (including Shell & Core specs.)

Lessor's Initials	Lessee's Initials

Schedule B: Rules and Regulations

Lessor's Initials	Lessee's Initials

Schedule C: Basic Annual Rent Schedules & Payment Terms

- Payment Terms: Full Amount paid in advance at the beginning of each quarter of the Lease Term, by bank transfer as per the agreed terms and conditions of this Agreement.

[illegible]

Schedule D: the concept + layout + list of brands/services to be provided

Lessor's Initials	Lessee's Initials