

**OFFICE LEASE AGREEMENT
PARTICULARS**

1.	Effective Date:	31/07/2024		
2.	Landlord:	Company name:	TECOM INVESTMENTS FZ LLC on behalf of EMIRATES REIT (CEIC) LIMITED	
		Address:	Dubai Studio City, Commercial Building 1,4th Floor	
			Dubai 73000 UAE	
		Email:	customercare@tecomgroup.ae	
3.	Tenant:	Company name:	Omnicell International, LLC	
		Trade Licence No.:	19751	
		Address:		
		Post Box:	500536	
		Tel No:	044548734	
		Email:	dipanki.borcar@omnicell.com	
		Trading Name:	Omnicell International, LLC	
		Represented by:		
		Name:	Brian Henry Nutt	
		Address:		
		Post Box:	500536	
		Tel No:	+1-6093723243	
		Email:	brian.nutt@omnicell.com	
4.	Premises:	Unit Details:	As set out at Unit Details Schedule (Schedule 1)	
		Car-Parking Spaces:	Not Applicable	
		Permitted Use:	Internal Area:	Office
			External Area:	Not Applicable
		Exclusive-Use Area:	Not Applicable	
5.	Relevant Dates:	Lease Period:	3 Months from 12/09/2024 (the "Commencement Date") to 11/12/2024, subject to earlier termination in accordance with this agreement.	
		Fit-Out Period:	Not Applicable.	
6.	Payments:	Basic Rent:	As set out at the Payment Schedule (Schedule 2).	
		Service Charge:	As set out at the Payment Schedule (Schedule 2).	
7.	Agreement Security and Fees:	Security Deposit:	Nil.	
		Reinstatement Fee:	Not Applicable.	
		Registration Fee:	All fees, charges or levies imposed by the Relevant Authority to register this Agreement on the Register (including the Landlord's administration processing fees); as at the Effective Date, AED 204.00	
8.	Fit-out Works/ Alterations Security and Fees:	Contractor's Fit-out Works/Alterations Security Deposit:	Not Applicable.	



		Fit-out Works/Alterations Fee:	Not Applicable.
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THIS AGREEMENT shall be effective from the Effective Date between (1) the Landlord and (2) the Tenant, each a "Party" and together the "Parties".

The Landlord leases, and the Tenant accepts a lease of, the Premises for the Lease Period subject to the terms of this Agreement. The Parties agree that this "Agreement" comprises:

- these Particulars,
- Schedule 1 – Unit Details
- Schedule 2 - Payment Schedule,
- Schedule 3 - Fee Schedule,
- Schedule 4 - Special Conditions (if any),
- Appendix A - Terms and Conditions,
- Appendix B - Fit-out Works/Alterations Appendix;
- Appendix C - Building Rules,
- Appendix D - Plan of the Premises, list of the Landlord's FFE (if any), and MEP Provisions of the Premises.; and
- Appendix E - License Terms and Conditions (if applicable);

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the Effective Date.

SIGNED for and on behalf of the Landlord:

Signature:



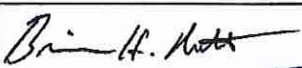

Name: Gabriel Gomes

Date:

12/09/2024

SIGNED for and on behalf of the Tenant:

Signature:



Name: Brian Henry Nutt

Date:

Aug 14, 2024



SCHEDULE 1
Unit Details

Units	Gross Leasable Area (Sq/ft)			Building	Master Community	Master Developer
	Internal Area	External Area	Exclusive Area			
308	2,250.00	0.00	0.00	EIB 01	Dubai Internet City	DHAM FZ-LLC
Total	2,250.00	0.00	0.00			



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Schedule 2
Payment Schedule

Payment Terms: By post-dated cheque payable in advance from the Commencement Date in accordance with this Payment Schedule

Payment Schedule					
Payment Period	Payment Installments	Basic Rent and Service Charges (AED)	VAT (AED)	Total Amount (AED)	Payment Date
12/09/2024-12/09/2024	Registration Fee	200.00	4.00	204.00	12/09/2024
12/09/2024-11/12/2024	Installment - 1	97,931.25	4,896.57	102,827.82	12/09/2024
Total Amount		98,131.25	4,900.57	103,031.82	
Total Amount (including VAT)	Arab Emirates Dirham One hundred three thousand thirty-one and 82/100 Fils only				



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Payment Schedule

Payment Period	Basic Rent (Per Lease Year)			Service Charge (Per Lease Year)	VAT (Per Lease Year)	Total Amount (AED)
	Internal Area	External Area	Exclusive-Use Area			
Year 2024	84,068.75	0.00	0.00	14,062.50	4,900.57	103,031.82
Total Amount:	84,068.75	0.00	0.00	14,062.50	4,900.57	103,031.82



SCHEDULE 3

Fee Schedule

Fees payable on or before the Effective Date or at renewal (if applicable)

Type	Clause reference (all Appendix A)	Payable	Amount
Registration Fee	Clause 4.2.1(a)	Payable on or before the Effective Date, on each occasion that this Agreement is renewed (if any).	Any fee, charge or levy imposed by the Relevant Authority to register this Agreement on the Register (including the Landlord's administration processing fees).

Fees payable in relation to Fit-out Works and/or Alterations (only if applicable)

Fit-out Works/ Alterations Fee	Fit-out Works/ Alterations Appendix	Payable prior to each Fit-out Works (either on or before the Effective Date or within fourteen (14) days of demand), and/or for any Alterations (if applicable).	As set out at Item 8 of the Particulars.
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Miscellaneous Fees (only if applicable)

Late Payment Fee	Clause 4.2.1(a)	Payable on any payments which are not paid on the due date (whether or not formally demanded), or if not, date is specified within fourteen (14) days of the date of demand.	Calculated at the rate of 12% per annum of the payment amount, on a pro rata daily basis (per annum) for each day from the due date until the date that payment (and applicable Late Payment Fee) is made in cleared funds.
Bounced Cheque Fee	Clause 4.2.1(a)	Payable on each occasion that a cheque provided by the Tenant does not provide cleared funds for any reason.	AED 1,000 per un-cleared cheque.
Holding-Over Fee	Clause 4.2.1(a) and 5.12	Payable if the Tenant remains in the Premises after the expiry of the Lease Period without signing a new (renewal) agreement with the Landlord. The Holding-Over Fee does not apply if the Tenant enters into a new (renewal) agreement with the Landlord.	Calculated on an apportioned daily rate of Basic Rent and Service Charge for each day (or part thereof) that the Tenant remains in possession of the Premises after the expiry of the Lease Period.
Reinstatement Fee	Clause 4.2.1(a) and 5.13.1 (a)	Payable if the Tenant agrees with the Landlord to handover the Premises upon expiry of the Lease Period or earlier termination in an as is condition in accordance with Clause 5.13.1.	As set out at Item 7 of the Particulars.



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Schedule 4 - Special Conditions

1. INTERPRETATION

In the event of any conflict between these Special Conditions and the other terms of this Agreement, then the following shall apply: (i) an interpretation that best reconciles these Special Conditions and the conflicting terms of the Agreement shall be preferred; or (ii) in the event that the conflict cannot be reconciled then these Special Conditions shall prevail but only to the extent necessary to reconcile the conflict.

2. TRADE LICENSE

If the Tenant company set out at Item 3 of the Particulars is under formation, the Tenant agrees to complete the company formation process at the Relevant Authority (based on the Initial Approval Certificate and/or Trade Name Reservation Certificate issued by the Relevant Authority and provided to the Landlord) and provide a valid copy of Tenant's trade license to the Landlord as soon as possible and not later than the Rent Commencement Date. For the avoidance of doubt, this Agreement remains binding on the signatory hereto. Without prejudice to the Landlord's rights under this Agreement and under Applicable Law, if the Tenant fails to provide the Landlord with a valid copy of the Tenant's trade license issued by the Relevant Authority prior to the Rent Commencement Date, the Tenant agrees that this is a material breach of this Agreement and that the Landlord has the right to (but is not required to) terminate this Agreement by providing the Tenant with written notice (such written notice to have immediate effect), without the requirement for a judicial order and/or compensation to the Tenant in respect thereof.

3. RENEWAL LEASE AGREEMENT

Prior lease(s) have been entered into in respect of the Premises; the first commencement/handover date was 12/09/2023.

This Agreement is a renewal lease agreement and accordingly the parties agree to amend the Standard Terms and Conditions (Appendix A) as follows:

<i>Standard Terms and Conditions (Appendix A)</i>	
Clause 2.1	The Landlord handed-over the Premises to the Tenant on the Prior Lease Commencement Date.
Clause 2.2.1	On the Prior Lease Commencement Date, the Tenant agrees that the Tenant had inspected the Premises and was satisfied that the Premises (including the MEP Provisions) were in good repair and condition and were fit for the purpose of the Permitted Use.

4. UTILITIES & SERVICES

Without prejudice to Clause 4.5 Terms and Conditions (Appendix A), the following arrangements for the supply of utilities and services to the Premises and Building shall apply:

Utility/Service	Supplier	Assessment Method	Payment Method	Collection
Facilities Management and security (Common Areas) and the Master Community	Through Landlord	Included in the Basic Rent	As set out in the Terms of Payment	As set out in the Terms of Payment
DEWA – Premises	DEWA	Separately metered and payable to Supplier	Payable Directly to Service Provider	NA
DEWA - Common Areas	Landlord	Included in Basic Rent	As set out in the terms of Payment	As set out in the terms of Payment
Chiller – Premises	Landlord	Included in Basic Rent	As set out in the terms of Payment	As set out in the terms of Payment
Chiller - Common Areas	Landlord	Included in Basic Rent	As set out in the terms of Payment	As set out in the terms of Payment



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APPENDICES

- Appendix A: Terms and Conditions.
- Appendix B: Fit-out Works/Alterations Appendix; and
- Appendix C: Building Rules.
- Appendix D: Plan of the Premises, list of the Landlord's FFE (if any), and MEP Provisions of the Premises.
- Appendix E: License Terms and Conditions (if applicable)



APPENDIX A
Terms and Conditions

1. Definitions

1.1 In this Agreement except where the context otherwise requires, the following capitalized words shall have the following meanings:

AED	means the lawful currency of the UAE, currently UAE dirhams.
Affiliate	means an entity that Controls, is Controlled by or is under the common Control (through management agreement or shares), with any one of the Parties.
Agreement	has the meaning set out in the Particulars.
Alterations	means any alterations (including alterations to the conduits and services to the Premises, or Landlord's FFE (if any)), additions, improvements, and/or decoration or re-decoration to the Premises during the Lease Period.
Applicable Law	means any applicable laws of Dubai and the UAE, or rules, regulations, orders, statutes, decrees, approvals, consents, licences and ordinances of any Relevant Authority, as varied and amended from time to time.
Approved Plans	has the meaning set out at the Fit-out Works/Alterations Appendix.
Basic Rent	means the basic rent set out at Item 6 of the Particulars and at Schedule 2.
Building	means the building described in Item 4 of the Particulars, including the Common Parts/Common Areas.
Building Rules	means any building rules that are applicable to the Premises and the Building, as may be amended from time to time, as at the Effective Date as set out at Appendix C.
Car-Parking Spaces	means the car-parking spaces set out in Item 4 of the Particulars, and as may be identified on the plan attached at Appendix D.
Certificate of Completion	means the certificate of completion issued by the Landlord pursuant to Clause 3 of the Fit-out Works/Alterations Appendix.
Commencement Date	means the commencement date set out at Item 5 of the Particulars.
Common Parts/Common Areas	means the common parts/common areas of the Building (as applicable), designated for common use by the tenant/occupiers of the Building by the Landlord.
Contractor's Fit-out Works/Alterations Building Access Permit	means the contractor's fit-out works/alterations building access permit that the Tenant is required to obtain prior to, and for the duration of any, Fit-out Works and/or Alterations pursuant to Clause 2.2 of the Fit-out Works/Alterations Appendix, and pay the Contractor's Fit-out Works Building Access Permit Fee.
Contractor's Fit-out Works/Alterations Security Deposit	means the contractor's fit-out works/alterations security deposit provided by the Tenant pursuant to Clause 2.2 of the Fit-out Works/Alterations Appendix, for the amount set out in Item 8 of the Particulars.
Control	means: (a) the power of a person (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board or other governing body as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person; and/or (b) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person (whether directly or indirectly or by means of holding such interests in one or more other persons) which confer in aggregate on the holders thereof more than fifty per cent (50%) of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters, and references to "Control", "Controlling" or to be "Controlled" shall be construed accordingly.
Deductions	has the meaning set out at Clause 4.3.1(b) or Clause 4.1.1 of the Fit-out Works/Alterations Appendix, as the context may require.
Effective Date	means the effective date set out at Item 1 of the Particulars
Exclusive-Use Area	means the exclusive use area set out at Item 4 of the Particulars and identified on the Plan.
Expiry Date	means the end of the Lease Period (howsoever determined).
Fee Schedule	means the fee schedule attached at Schedule 3.



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Fit-out Manual	means the Landlord's fit-out manual applicable to the Premises, as may be amended from time to time.
Fit-out Works	means the Tenant's fit-out works to the Premises, such as alterations (including alterations to the services or Landlord's FFE (if any)), additions, improvements, decoration or re-decoration (if applicable).
Fit-out Works Period	means the fit-out works period set out at Item 5 of the Particulars.
Fit-out Works/Alterations Appendix	means the fit-out works/alterations appendix set out at Appendix B.
Governing Documents	means the any documents relating to the Building (such as any document, agreement (including a jointly owned property statement or building management statement), rules and regulations that may be introduced, implemented or varied from time to time in relation to the Premises or the Building, including the Building Rules), and any documents relating to the Master Community (such as any master community declaration and any other rules, regulations or documents that may be introduced, implemented or varied from time to time in respect of the Master Community).
Gross Leasable Area	means the gross leasable area of the Premises, as set out at Item 4 of the Particulars.
Intellectual Property	means all trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials or marks, whether or not registered or capable of registration, which is owned or controlled by the Landlord or its Affiliates.
Landlord	means the landlord named in Item 2 of the Particulars, including its nominees, assigns and successors in title.
Landlord Person	has the meaning set out at Clause 4.6.1.
Landlord's FFE	means the Landlord's fixtures and fittings and equipment located at, and which comprise part of, the Premises, as listed at Schedule 4 (if any).
Lease Period	means the lease period set out in Item 5 of the Particulars. For the avoidance of doubt, the Lease Period includes any Fit-out Works Period (if applicable).
Lease Year	means a period of twelve (12) consecutive calendar months during the Lease Period commencing on the Commencement Date, or anniversary thereof, as the context may require.
License Terms and Conditions	means the additional license terms and conditions applicable in respect of the Exclusive – Use Area (if any) as set out at Appendix E.
Master Community	means the master community in which the Premises are located, as set out in Item 4 of the Particulars, including all amendments and extensions of the Master Community from time to time.
Master Developer	means the master developer set out in Item 4 of the Particulars, or such other entity that may assume responsibility for the development, management and/or control of the Master Community.
MEP Provisions	means the existing or proposed mechanical, electrical and plumbing provisions of the Premises (to be available as at the Commencement Date), as set out at Appendix D.
Occupier	means the Tenant's permitted sub-tenants or permitted licensees (if any), contractors, customers and employees, as the case may be.
Particulars	means the particulars of this Agreement.
Payment Schedule	means the payment schedule set out at Schedule 2.
Permitted Use	means the permitted use of the Premises set out at Item 4 of the Particulars.
Plan	means the plan of the Premises attached as Appendix D.
Premises	means the premises set out at Item 4 of the Particulars (including the Unit and Exclusive-Use Area (if any)) and identified on the Plan, with the MEP Provisions and including the Landlord's FFE (if any), together with (for the purpose of obligation as well as grant):

- (a) the doors, windows and window frames of the Premises;
- (b) ceilings and ceiling support systems up to but excluding the underside of the floor slabs or beams to which the same are affixed;
- (c) the floors down to but excluding the upper side of the floor slabs supporting the same;
- (d) the internal plasterwork, paintwork, tilework and other applied finishes of all external, structural and

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- (e) load bearing walls;
- (f) the whole of the internal walls, including plasterwork, paintwork, tilework and other applied finishes, that are not main structural and load bearing walls;
- (g) the carpentry and joinery including all skirting, architraves, mouldings, built-in units, cupboards and the like;
- (h) the internal half of the internal walls that are not main structural walls and load bearing (severed medially) that divide the Premises from any adjoining premises or from the Common Parts/Common Areas; and
- (h) conduits and mechanical, electrical and plumbing service installations, fittings and appliances within or used solely for the purposes of the Premises,

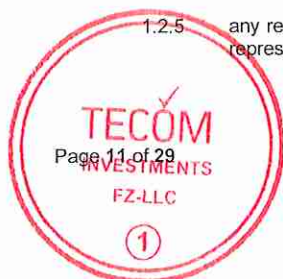
but excluding the Common Parts/Common Areas, structural parts, load bearing framework, roof, foundations, external walls and envelope of the Building within which the Premises is located, conduits, plant and machinery within (but not those exclusively serving) the Premises.

RDC	means the Dubai Rental Disputes Settlement Center, or such replacement body with jurisdiction to resolve landlord and tenant issues in Dubai, UAE.
Register	means the Ejari register maintained by the Dubai Land Department (or such other applicable register or replacement register, if applicable).
Relevant Authority	means the Government of the UAE and/or the Dubai, the Master Developer, Dubai Municipality, the Dubai Land Department, Real Estate Regulatory Authority, the Roads and Transportation Authority, the Dubai Electricity and Water Authority, Dubai Development Authority, the zoning authority or other relevant authority having jurisdiction over the Premises and/or issue in question.
Security Deposit	means the security deposit provided by the Tenant pursuant to Clause 4.3, for the amount set out at Item 7 of the Particulars.
Service Charge	means the Tenant's contribution towards the costs of the operation, management, administration, maintenance, control and insurance of the Building as part of the Master Community, as determined by and payable directly to the Landlord on demand, or to the Landlord set out at Schedule 2 (as applicable).
Special Conditions	means any special conditions agreed between the Parties set out at Schedule 4 (if any).
Tenant	means the tenant named in Item 3 of the Particulars including the Tenant's permitted successors and permitted assigns.
Tenant's Identifying Marks	means the Tenant's trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, and other identifying materials whether or not registered or capable of registration, which are owned by the Tenant.
Terms and Conditions	means these standard terms and conditions as set out at this Appendix A.
Trading Name	means the Tenant's trading brand name set out at Item 3 of the Particulars.
UAE Civil Code	means UAE Federal Law No. 5 of 1985 (as amended and/or replaced from time to time).
UAE	means the United Arab Emirates.
VAT	means value added tax as prescribed and imposed by UAE Federal Decree-Law No. 8 of 2017 and any amendments thereto (and any other similar charge, fee, levy, rate and/or consumption tax levied or to be levied in accordance with Applicable Law).

1.2 Interpretation

In this Agreement:

- 1.2.1 all applicable fees in this Agreement have the meaning set out at the Fee Schedule;
- 1.2.2 the use of the singular shall include the plural and vice versa, any one gender includes the other genders, any reference to "persons" includes natural persons, firms, partnerships, companies and corporations, and the words 'include' or 'including' are not words of limitation;
- 1.2.3 any reference to a Clause, Schedule or Appendix, is a reference to a Clause, Schedule or Appendix in this Agreement;
- 1.2.4 all dates and periods of time shall be determined by reference to the Gregorian calendar, and a reference to "days" means calendar days;
- 1.2.5 any reference in this Agreement to a right (but not obligation) of the Landlord may also include references to any authorised representative of the Landlord, as the context may require;



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- 1.2.6 if the Tenant is one (1) or more persons, the expression the "Tenant" includes the plural number, and the Tenant's obligations in this Agreement shall be joint and several;
- 1.2.7 if any provision in this Agreement is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Agreement will not be affected;
- 1.2.8 on each occasion that the Tenant is obliged to provide the Landlord with a cheque under this Agreement, the cheque must be drawn on a bank licensed by the UAE Central Bank and must be signed by the Tenant; and
- 1.2.9 unless stated otherwise, where the Landlord's approval is required and/or the Landlord determines an issue under this Agreement, such approval/determination may be granted or withheld at the Landlord's absolute discretion and if granted, may be granted subject to such conditions as the Landlord may determine at the Landlord's absolute discretion.

2 HAND-OVER

2.1 Hand-over

- 2.1.1 Provided the Tenant is in compliance with this Agreement on the Commencement Date, the Landlord agrees to use reasonable endeavors to hand-over the Premises to the Tenant on the Commencement Date.
- 2.1.2 If the Tenant has not complied with this Agreement on the Commencement Date, the Tenant agrees that the Landlord may refuse to hand-over the Premises. If the Landlord refuses to hand-over the Premises (because the Tenant has not complied with this Agreement on the Commencement Date), or the Tenant declines to or does not take hand-over of the Premises, the Tenant agrees that such refusal or declination will not extend or delay the Commencement Date or Fit-out Works Date (if applicable), or any of the Tenant's obligations contained in this Agreement.

2.2 Acceptance of Premises

- 2.2.1 The Tenant agrees that the Tenant has inspected the Premises and is satisfied that the Premises (including the MEP Provisions) are in good repair and condition, and are fit for the purpose of the Permitted Use.
- 2.2.2 The Tenant acknowledges that on the Commencement Date and during the Lease Period, the Building and/or the Master Community may be incomplete and the Tenant and/or its Occupiers may suffer inconvenience and disruption as a result of the building activities in progress, and the Tenant agrees not to make any claim against the Landlord for such inconvenience and disruption.

2.3 Car Parking Spaces

- 2.3.1 If applicable, the Landlord will make the Car Parking Spaces available (use of the Car Parking Spaces constitutes a bare licence only) during the Lease Period. If the Tenant is granted the license to use the Car Parking Spaces on unallocated basis, the Landlord will permit the Tenant from the Commencement Date to use the maximum permitted number of Car Parking Spaces in the general car parking area on an unreserved, first-come, first-served basis in common with other tenants. Any additional car parking spaces shall be subject to the applicable parking fee at the Landlord's sole discretion.
- 2.3.2 The Tenant agrees to use the Car Parking Spaces for the permitted use of parking cars only, in accordance with this Agreement, the Governing Documentation, Applicable Law and any other directions and/or restrictions as the Landlord may impose from time to time.
- 2.3.3 The Tenant agrees that the Landlord may change the location of the Car Parking Spaces during the Lease Period by providing the Tenant with written notice (such re-located Car Parking Spaces to be located within the Building). The Tenant agrees not object to the relocation of the Car Parking Spaces (if such re-located Car Parking Spaces are located within the Building).

3 Tenant's FIT-OUT WORKS

3.1 Fit-out Works

- 3.1.1 Any Fit-out Works are to be completed by the Tenant, at the Tenant's cost, in accordance with this Agreement (in particular the Fit-out Works/Alterations Appendix).
- 3.1.2 The Tenant agrees that no delay in carrying out and completing the Fit-out Works (regardless of how the delay is caused) will entitle the Tenant to extend the Commencement Date and/or the Lease Period, or be relieved of the Tenant's obligations under this Agreement.



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4.1 Payments

- 4.1.1 On or before the Effective Date, the Tenant agrees to provide payment for the Basic Rent and Service Charge (if set out at Schedule 2) for the Lease Period in accordance with the Payment Schedule and provide the Security Deposit to the Landlord. For the avoidance of doubt, all payments/cheques are required to be provided on or before the Effective Date, and to be made by cheque, or by bank transfer to the Landlord's nominated bank account (in AED), or by way of cash deposit as directed and determined by the Landlord. In the event that the Tenant requires to make cash payment of the Basic Rent, Service Charge or any other fees or compensation in accordance with this Agreement, the Tenant agrees and acknowledges that any cash payments shall not exceed single or in aggregate the total of United Arab Emirates Dirhams fifty-four thousand nine hundred ninety-nine (AED 54,999).
- 4.1.2 If the Service Charge is not set out at Schedule 2, the Tenant agrees to pay Service Charge for the Lease Period, as determined by and on the due dates as requested by the Landlord.
- 4.1.3 The Tenant agrees that payments under this Agreement shall be made without demand, deduction or set off. Payments by installments under this Agreement are permitted by the Landlord for the convenience of the Tenant only. Without prejudice to any other rights or remedies available to the Landlord pursuant to this Agreement or Applicable Law, if the Tenant defaults in respect of any installment payment, the Tenant agrees that the entire balance of Basic Rent and Service Charge (if set out at Schedule 2) for the Lease Period will become immediately due and payable to the Landlord, and the Landlord is entitled to set-off any amount held by the Landlord against any amounts due from the Tenant to the Landlord (whether under this Agreement or otherwise) as at the due date of the payment.

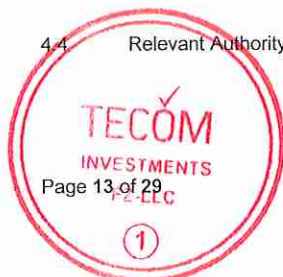
4.2 Fees

- 4.2.1 The Tenant agrees to pay:
- (a) the fees set out in the Fee Schedule to the Landlord in accordance with, and for the reasons set out at, the Fee Schedule (if applicable), unless otherwise stated, within seven (7) days of demand by the Landlord; and
 - (b) all costs incurred by the Landlord enforcing this Agreement (if required), including legal costs and/or judicial fees.
- 4.2.2 The Tenant agrees that:
- (a) the fees set out in the Fee Schedule constitute a fair and reasonable pre-estimate of the loss and damage that will be incurred by the Landlord in the circumstances;
 - (b) payment of the fees set out in the Fee Schedule are without prejudice to any other rights or remedies available to the Landlord pursuant to this Agreement or Applicable Law; and
 - (c) the Landlord may increase the fees set out in the Fee Schedule at any time during the Lease Period, by written notice to the Tenant.

4.3 Security Deposit

- 4.3.1 The Tenant agrees that:
- (a) the Security Deposit will be encashed and held by the Landlord as security for the performance of the Tenant's obligations in this Agreement;
 - (b) the Landlord is entitled to deduct all costs and expenses incurred by the Landlord from the Security Deposit, in order to make any payment due and/or remedy any breach of this Agreement by the Tenant (and/or its Occupiers), without the requirement for notice and/or a judicial order ("Deductions");
 - (c) if Deductions are made from the Security Deposit and/or if costs and expenses incurred by the Landlord exceed the Security Deposit, to immediately reinstate the Security Deposit and if applicable, immediately pay such greater amount to the Landlord; and
 - (d) if the Basic Rent increases during the Lease Period, at the discretion of the Landlord, to provide additional payment to the Landlord in respect of the proportionate increase in the Security Deposit, such payment to be made prior to such increase coming into effect, or immediately on receiving written notice from the Landlord (whichever is the earlier).
- 4.3.2 Within thirty (30) days of the date that the Landlord issues a certificate under Clause 5.13, the Landlord agrees to return to the Security Deposit to the Tenant less any Deductions (if applicable). If the Tenant does not collect the Security Deposit within six (6) months from the Expiry Date, the Tenant waives its right to, and agrees that the Landlord may retain the Security Deposit (or balance thereof).

4.4 Relevant Authority Taxes and Charges



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- 4.4.1 The Tenant agrees to promptly pay: (i) all charges, fees, levies and taxes imposed by a Relevant Authority relating to the Premises and/or the Permitted Use during the Lease Period; and (ii) any tax (such as a VAT, housing tax or property fees, or any similar tax) which the Tenant acknowledges are not included in the payments made under this Agreement, if such a tax becomes payable on the payments made by the Tenant and/or supplies of goods and services provided by the Landlord to the Tenant pursuant to this Agreement. Full payment will be made without demand, deduction or set-off, and regardless of any deduction that the Tenant is permitted to make under Applicable Law (if applicable).
- 4.4.2 The Tenant agrees that, except where expressly stated otherwise, all payments and/or other amounts payable under this Agreement are exclusive of VAT and, in the event that VAT is imposed in respect of such payments and/or other amounts, the Tenant shall be liable to pay such VAT in respect thereof in the same manner on or before the due date that the relevant payment and/or amount is due. Without limiting the foregoing, where the Tenant is required to provide post-dated cheques in respect of payments and/or amounts due under this Agreement, the Tenant shall at the same time provide post-dated cheques for all VAT expected to be imposed on such amounts as directed by the Landlord (in its sole discretion).
- 4.4.3 If an adjustment of VAT is required as a result of an increase or decrease in payments and/or amounts due under this Agreement and/or a change in Applicable Law, then the Landlord shall (within a reasonable period following the adjustment event) issue a VAT invoice or a credit or debit note (as applicable) and the Tenant shall pay any invoiced or debit amount upon the Landlord's written demand. The Tenant shall pay upon demand and indemnify the Landlord against all VAT incurred by the Landlord in respect of any costs and/or expenses which are to be reimbursed to the Landlord under this Agreement and any fees, fines and/or penalties as a result of the Tenant's delay or failure to pay VAT. The Landlord shall provide an appropriate VAT invoice to the Tenant in respect of any VAT payable by the Tenant (to the Landlord's sole satisfaction, subject to Applicable Law). The Landlord shall be entitled to notify the Tenant of the Landlord's policies and procedures from time to time (in the Landlord's sole discretion) in respect of VAT to be paid by the Tenant pursuant to this Agreement and the Tenant agrees that it shall comply with such policies and procedures without objection.
- 4.5 Utility Charges
- 4.5.1 The Tenant agrees to promptly pay, and indemnifies the Landlord against, all charges (including all charges relating to connection and maintenance) imposed directly or indirectly by any utility provider, any Relevant Authority or the Landlord for all utilities and services, including without limitation, telephone, fax, electricity, water and cooling (including maintenance), internet or other communication services, connected (and to be connected) to and consumed at the Premises (whether separately metered or not) during the Lease Period.
- 4.5.2 If any utilities and services are connected to and consumed at the Premises are not separately metered and/or are provided by the Landlord to the Tenant, the Tenant agrees to pay the relevant charges to the Landlord within fourteen (14) days of notice to do so.
- 4.5.3 If there is not a separate utility meter to the Premises for a utility, the Tenant agrees to allow the Landlord access to the Premises to install the same. Once installed, the Tenant agrees to take all necessary steps to connect the Premises to such separate meter and register with the Relevant Authority, within fourteen (14) days of notice to do so.
- 4.5.4 The Tenant acknowledges and agrees that it shall not exceed the MEP Provisions without the Landlord's prior written consent. If the Landlord grants consent to change the MEP Provisions, the Landlord is entitled to charge, and the Tenant shall promptly pay, the Landlord's costs and expenses relating to any works required by contractors of the Landlord or charges imposed by any Relevant Authority.
- 4.6 Source of Funds/Improper Conduct
- 4.6.1 The Tenant agrees, and shall take all actions necessary to ensure that no director, employee or agent of the Landlord (the "Landlord Person") has received or will receive, directly or indirectly, from the Tenant or any party acting for, on behalf of or at the request or direction of the Tenant or having a unity of interest with the Tenant in the consummation of the transaction as contemplated herein or on any other terms, other than the Landlord, any grant, gift or other benefit or advantage, or promise thereof, whether pecuniary or otherwise for or in connection with the Landlord's entry into, performance or other disposition of this Agreement, regardless of whether any such Landlord Person had, has or will/may have any role whatsoever with respect to any such activity
- 4.6.2 The Tenant represents and warrants to the Landlord that:
- the Tenant has not taken any action, and is not aware of any situation or circumstance occurring, prior to signing this Agreement which, were it to have taken place afterwards, would constitute a breach of the warranties set out above;
 - all payments made under this Agreement are (and will be) made by the Tenant unless the Tenant obtains the Landlord's prior written consent (at its discretion) to a third party making payments on the Tenant's behalf (and in such case, the Tenant represents, warrants and undertakes that the Tenant has authorized such payment to be made); and
 - all funds used by the Tenant (or by a third party) for payments under this Agreement are derived from legitimate sources and are not directly or indirectly related to proceeds of crime or money laundering.



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5 The Tenant's Covenants

5.1 Permitted Use

5.1.1 The Tenant agrees to:

- (a) only use the Premises for the Permitted Use (which must be an activity which is permitted by the Tenant's trade license), and without limitation, not to:
 - (i) use the Premises for any unlawful purpose or activity or that the Landlord deems disreputable, unethical or hazardous; or
 - (ii) cause any disturbance, annoyance, nuisance to the Landlord or other occupiers of, or cause damage to, the Building (including the Common Parts/Common Areas) and/or Master Community;
- (b) only change to its Trading Name and/or brand name if the Landlord's prior written consent is obtained; and
- (c) obtain and maintain a valid trade license and all consents and approvals required pursuant to this Agreement, by any Relevant Authority and/or Applicable Law, in relation to the Tenant's use and occupation of the Premises (including the Permitted Use) and the Tenant's obligations under this Agreement (and provide copies of the same to the Landlord on the Effective Date and upon each renewal of such license, consent and/or approval).

5.2 Compliance

- 5.2.1 The Tenant agrees to comply (and agrees that the Premises will comply) and must cause the Occupiers to comply, with this Agreement, the Governing Documents, and Applicable Law (including any requirements or directions of any Relevant Authority).
- 5.2.2 If there is a conflict between this Agreement or the Governing Documents, the more restrictive provision will prevail, and the Tenant agrees that this Agreement is deemed to be amended to incorporate such an obligation upon the Tenant and any breach of the same shall be deemed a breach of this Agreement.

5.3 Alterations

- 5.3.1 The Tenant agrees to not make any Alterations to the Premises without the prior written consent of the Landlord. The Tenant agrees to indemnify the Landlord against all costs, losses and liabilities incurred by the Landlord if the Tenant fails to comply with this Clause 5.3 (including the cost of removing any unauthorized Alterations to the Premises).
- 5.3.2 If any Alterations are permitted by the Landlord in accordance with this Agreement, the Tenant agrees to comply with the Fit-out Works/Alterations Appendix (unless such requirements are expressly waived by the Landlord in writing).

5.4 Maintenance and Repair

5.4.1 At the Tenant's cost, the Tenant agrees to:

- (a) maintain and repair the Premises (including without limitation any machinery, plant, fixtures, fittings and equipment, glass, signage, lighting and utility installations within the Premises) in good and substantial repair and condition, and in a condition that is clean, orderly, sanitary and free from objectionable odours, insects and other pests and does not cause any damage to the interior or exterior of the Premises and/or the Building and/or Master Community;
- (b) complete all maintenance, repairs, alterations and improvements to the Premises that any Relevant Authority may require or demand, and/or the Landlord may reasonably require; and
- (c) immediately notify the Landlord of any accident, fire or damage occurring on or to the Premises, Building and/or the Master Community, and/or of any circumstances likely to cause any danger, risk or hazard to the Premises, Building and/or the Master Community or any persons therein, of which the Tenant becomes aware.

5.5 Access to Premises

- 5.5.1 The Tenant agrees to permit the Landlord (together with the Landlord's agents, contractors, employees and invitees) and/or Relevant Authority access to the Premises at all times and on not less than twenty four (24) hours' notice (except in the case of emergency where no notice is required):

- (a) to view the Premises;
- (b) to complete any maintenance, repairs, alterations and improvements to the Premises, the Building, and/or to any services/utilities serving the same, which:



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- (i) may be required to exercise any of the Landlord's rights, or comply with any of the Landlord's obligations, under this Agreement, the Governing Documents, the Applicable Law;
 - (ii) may be required to comply with this Agreement and remedy any breach of this Agreement by the Tenant, at the Tenant's cost; and
 - (iii) is necessary or desirable as determined by the Landlord (in the Landlord's sole discretion); and
- (c) for any other reasonable purpose, including without limitation, to show the Premises to prospective tenants or purchasers.

5.5.2 The Tenant will ensure that all air handling units, fan coil units and any other equipment provided by the Landlord are accessible for routine maintenance all times.

5.6 Cooling

The Tenant agrees not to install any additional air-conditioning or cooling units or methods of cooling in or serving the Premises, without the prior written consent of the Landlord. If approval is granted by the Landlord, the Tenant agrees to pay the Landlord all costs incurred by the Landlord as a consequence of the Tenant's installation, including any increased electricity consumption costs due to the operation of the additional air-conditioning or cooling units or methods of cooling.

5.7 Master Key

The Tenant agrees to provide the Landlord with a copy of the Premises key, and if an emergency occurs, that the Landlord may enter the Premises using the Premises key, provided that the Landlord notifies the Tenant of its use of the master key as soon as reasonably practicable.

5.8 Security

- 5.8.1 The Tenant is responsible for the security for the Premises, and/or installing (subject to Clause 3 or 5.3) and/or maintaining the security systems for the Premises (including but not limited to machines, access card readers and barriers) at the Premises. The Tenant agrees that the Landlord is not be liable for any failures or malfunctioning of such security systems at the Premises, nor is the Landlord responsible for the failure of any security cameras in the Building to capture an event as a result of the location of the security camera (if any).
- 5.8.2 The Tenant agrees that the Landlord retains the right to install and operate security systems and/or procedures at the Building (at the Landlord's discretion) and that the Tenant agrees to comply with such security systems and/or procedures (and must alter its own security systems and/or procedures to comply with those of the Landlord and with Applicable Law).

5.9 Intellectual Property

- 5.9.1 The Tenant acknowledges that the Intellectual Property is the sole and exclusive property of the Landlord (and/or its Affiliates) and that any goodwill that may develop, whether directly or indirectly, as a result of the Tenant's use of the Intellectual Property shall ensure solely for the benefit of and become the sole property of the Landlord.
- 5.9.2 The Tenant agrees not to:
- (a) use any Intellectual Property without the prior written consent of the Landlord;
 - (b) adopt or use any intellectual property that is similar or identical to, or is a simulation or imitation of, any of the Intellectual Property;
 - (c) at any time use or apply to register in its own name, in any part of the world, any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property, as to be likely to deceive or cause confusion;
 - (d) use the Intellectual Property or any intellectual property similar to the Intellectual Property in any part of the world as part of any corporate business or trading name, style or domain name; or
 - (e) register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion.
- 5.9.3 The Landlord may not use the Tenant's Identifying Marks, unless the prior written consent of the Tenant has been obtained.

5.10 Registration



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Provided the Tenant has paid the Registration Fee, the Parties agree that the Landlord will register this Agreement on the Register after the Effective Date, and will provide a copy of the registration certificate to the Tenant.

5.11 Holding Over

- 5.11.1 If the Tenant remains in possession of the Premises after the expiry of the Lease Period without signing an agreement with the Landlord, the Tenant agrees to pay the Holding-Over Fee as compensation to the Landlord (in addition to payments under this Agreement), and continue to comply with this Agreement (including making all payments due).
- 5.11.2 The Tenant agrees that: (i) no payment or acceptance of payment by the Landlord will operate as, constitute, or be deemed to be an extension of the Lease Period or a renewal of this Agreement; and (ii) while in possession of the Premises, the Tenant shall continue to be, and is, bound by this Agreement.

5.12 Un-authorized Vacation of Premises

- 5.12.1 Except at the Expiry Date (in accordance with this Agreement), if the Tenant vacates the Premises without the Landlord's prior written approval (and such vacation is not in accordance with this Agreement), the Tenant agrees that the Tenant will remain bound by this Agreement and liable for all payments due pursuant to this Agreement (and indemnifies the Landlord against all actions, demands, claims, damages, expenses, losses and liabilities (including any claim for any injury to any person or any damage to any land or property) suffered by the Landlord as a result of the Tenant's unauthorized vacation), until the earlier of the date when:
- (a) the Parties agree, on terms acceptable to the Landlord, to terminate this Agreement (and so that the Landlord can immediately re-lease the Premises); or
 - (b) the Landlord obtains a judicial order from the RDC evicting the Tenant from the Premises (which are vacant) and permitting the Landlord to immediately re-lease the Premises.

5.13 Yield Up

5.13.1 On the Expiry Date, the Tenant agrees to:

- (a) handover the Premises in good, clean and (where required) redecorated condition and at the option of the Landlord with all additions and improvements to the Premises and all fixtures and fittings attached to and forming part of the Premises or with such of those additions, improvements or fixtures and fittings as the Landlord may specify; and/or
- (b) reinstate at the Tenant's expense all or part of the Premises to the state and condition that they were in prior to the Tenant taking possession or such other state and condition as the Landlord may direct; and/or
- (c) at the Tenant's expense take the Premises back to shell and core in accordance with the Landlord's specifications for the same;
- (d) comply with the Landlord's requirements in order to cancel the registration of this Agreement on the Register (if necessary);
- (e) comply with all Relevant Authority requirements in respect of yielding up and vacating the Premises (and provide a copy of all consents and approvals issued by Relevant Authorities to the Landlord;
- (f) pay all utility charges in respect of the Premises up to the end of the Lease Period in accordance with Clause 4.5 (and provide copies of all final utility invoices to the Landlord); and return all keys and security cards (if applicable) for the Premises to the Landlord.

5.13.2 Without limiting Clause 5.13.1(a), the Tenant agrees to remove from the Premises, at the Tenant's own cost:

- (a) all of the Tenant's fixtures, internal partitions, fixtures, installations, improvements, Fit-out Works (if any), Alterations (if any) and personal property belongings; and
- (b) all signs, names, notices or advertisements erected upon or affixed to, within or outside the Premises,

and agrees to make good, to the Landlord's satisfaction, all damage to the Premises, the Building and/or Master Community as a result of such removal.

5.13.3 The Tenant agrees that the Landlord is not responsible or required to pay any compensation to the Tenant in respect of any works, improvements or other alterations (including the Fit-out Works (if any) and Alterations (if any)) completed at the Premises (including if the Landlord requires the Tenant to leave such in and/or at the Premises).

5.13.4 If the Tenant does not hand-over the Premises to the Landlord in compliance with this Agreement, including Clauses 5.13.1 and 5.13.2, the Tenant agrees:

- (a) that the Landlord, its agents, contractors and employees may enter the Premises and complete any necessary works; and



- (b) to pay the Landlord on demand all costs and expenses that the Landlord incurs completing such works, plus all payments that were/are payable under this Agreement calculated at a daily rate until the Landlord has completed such works.

5.13.5 Once the Tenant has complied with its obligations under this Clause 5.13 to the Landlord's satisfaction, the Landlord will provide a certificate to the Tenant confirming such compliance.

5.13.6 If the Tenant leaves any items in the Premises after the Expiry Date, the Tenant waives all rights to, and agrees that the Landlord may remove, dispose of and/or sell such items (and retain the proceeds of sale) at the Landlord's discretion, without compensation to the Tenant (and the Tenant agrees that the Tenant will have no claim against the Landlord in respect thereof).

6 Indemnity

The Tenant indemnifies, and will keep indemnified, the Landlord, its Affiliates, agents, contractors and employees against all actions, demands, claims, damages, expenses, losses and liabilities (including any claim for any injury to any person or any damage to any land or property) arising directly or indirectly out of or in connection with:

- 6.1 the Tenant's occupation and/or use of the Premises, the Fit-out Works (if applicable), any Alterations (if applicable);
- 6.2 the Landlord's use of the Tenant's Identifying Marks in compliance with Clause 5.9;
- 6.3 the Tenant's breach of any obligation or warranty in this Agreement (including the costs incurred by the Landlord incurred enforcing this Agreement);
- 6.4 any damage, injury or fatality caused to any person or property (whether directly or indirectly) through: (i) the defective or damaged condition of any part of the Premises; or (ii) the act, default or neglect of the Tenant or an Occupier; and/or
- 6.5 the termination of this Agreement.

7 Tenant's Insurance Obligations

7.1 The Tenant agrees, at the Tenant's cost, to obtain and maintain throughout the Lease Period (and at all such times that the Tenant accesses and/or is in occupation and/or is in possession of the Premises) insurance in and for such amounts, on such terms and with such an insurer that is in all ways satisfactory to the Landlord for the following risks and such other risks as the Landlord may otherwise determine from time to time:

- (a) property all risks insurance to cover Tenant's assets at the Premises up to the full replacement values and business interruption insurance with an indemnity period of not less than twelve (12) months; and
- (b) third party liability insurance in the joint names of the Landlord and the Tenant for an amount of not less than AED 2,000,000 per occurrence; and
- (c) where the Tenant or the Tenant's agents or contractors access the Premises, workers' compensation insurance in compliance with the Applicable Law requirements; and employer's liability insurance with a limit of not less than AED 2,000,000 per occurrence; and
- (d) where the Tenant or the Tenant's agents or contractors conduct any work at the Premises, contractors all risk as required, in an amount not less than contract value +10% uplift and third party public liability with a limit of not less than AED 5,000,000 per occurrence, to include principal's existing and surrounding property as third party property with a limit not less than AED 2,000,000.

7.2 The Tenant agrees to ensure that all insurance policies obtained pursuant to Clause 7(b) and (d) contain a primary insurance clause, waiver of subrogation against the Landlord and a cross-liability clause.

7.3 The Tenant agrees supply copies of such insurance certificates and evidence of payment of premiums to the Landlord prior to the earlier of the Commencement Date and upon any changes to and renewal of such policies.

7.4 The Tenant shall ensure that all the insurance policies effected above are through a reputable licensed insurer in the UAE, and contains an endorsement that the insurer will provide Landlord not less than 30 days' notice prior to cancellation, termination or alteration of cover.

7.5 If the Tenant fails to comply with its obligations under this Clause 7, the Tenant agrees that the Landlord may (but is not required to) obtain the required insurance on the Tenant's behalf, at the Tenant's cost. For the avoidance of doubt, the primary obligation is with the Tenant to comply with this Clause 7.

7.6 The Tenant agrees to:

- (a) not do or omit anything that could prejudice or invalidate any insurance obtained by the Tenant or the Landlord, or claim in respect thereof, or result in any insurance premium or excess being increased;
- (b) immediately notify the Landlord of any occurrence likely to give rise to a claim under any policy of insurance maintained by the Tenant or the Landlord; and

- (c) comply with all applicable safety and fire precautions and refrain from storing any dangerous, explosive or combustible substances on the Premises.

7.7 As an exception to the Tenant's insurance obligations set out at Clause 7.1(d), if the Landlord has an existing insurance policy for the Building and/or Master Community which can be extended to the Tenant for the purposes of Clause 7.1(d), the Tenant agrees to accept an extension of the Landlord's insurance policy and on or before the Effective Date, agrees to complete all documents, provide all necessary information, and pay the applicable costs thereof, as required by the Landlord. If the Tenant complies with the foregoing, the Landlord agrees that the Tenant will have satisfied the Tenant's obligation to obtain insurance as set out at Clause 7.1(d).

8 The Landlord's Covenants and Reservations

8.1 Quiet Enjoyment

Provided the Tenant is in compliance with this Agreement, subject to the terms of this Agreement, during the Lease Period, the Landlord agrees to permit the Tenant to peaceably hold and quietly enjoy the Premises, and have the non-exclusive right of use, access and enjoyment in and to the Common Parts/Common Areas.

8.2 Manager/Agent

The Tenant agrees that the Landlord may appoint a manager, agent or any other person to comply with the Landlord's obligations under this Agreement from time to time during the Lease Period (including the authority to collect any payments). The Tenant agrees to deal with and cooperate with the Landlord's appointed manager and/or agent at all times, unless otherwise notified by the Landlord.

8.3 Limitation of Liability

8.3.1 The Tenant use of the Premises is at the Tenant's own risk. The Landlord and its Affiliates and their respective agents and employees will not be liable to the Tenant for any loss, damage, expense, deprivation, nuisance or inconvenience caused by:

- (a) any defect or deficiency in the Premises, the Building (including the Exclusive- Use Area, Common Parts/Common Areas) and/or the Master Community;
- (b) the un-availability or interruption of any utilities/services to the Premises;
- (c) breakdown of, or a defect in, the Building (including the Common Parts/Common Areas), the Master Community, the lifts, the escalators, or any plant and machinery, services or gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) in the Premises, the Building and/or Master Community;
- (d) the Landlord or any person authorised by the Landlord exercising its rights under Clause 8.4;
- (e) anything that the Landlord is permitted or required to do under this Agreement and/or in accordance with Applicable Law; and/or
- (f) any event beyond the control of the Landlord.

8.3.2 Notwithstanding any other provision in this Agreement, in no event shall the total liability of the Landlord to the Tenant pursuant to this Agreement exceed the aggregate value of the Basic Rent for the first year of the Lease Period.

8.3.3 In no circumstances will the Landlord be liable to the Tenant for any direct or indirect loss of profit or revenue or any punitive, special, indirect, incidental or consequential loss of any nature whatsoever, howsoever incurred, including without limitation, any loss of data, opportunity, contracts, business, or goodwill.

8.4 Reservations

The Tenant agrees that the Tenant's use and occupation of the Premises is subject to the following exceptions and reservations in favour of the Landlord (as applicable):

- 8.4.1 the free and uninterrupted passage, easement and rights of way for all services/utilities and any pipes, cables or other service media in, under, through or upon the Premises (and the right of ownership reserved to the Landlord thereto);
- 8.4.2 the right to light, air, support, protection and shelter and all other rights now or in the future belonging to or enjoyed by the Building;
- 8.4.3 the right to regulate and control the use of the Building (including the Common Parts/Common Areas), on the terms and conditions acceptable to the Landlord;



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- 8.4.4 the right, where necessary to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of the Premises in exercising the Landlord's rights under this Agreement;
- 8.4.5 the right to raise the height of, or make any alterations, additions, or any other works to the Building at any time;
- 8.4.6 the right to lease, sell or enter into any transaction, agreement or arrangement in relation to the Building (including without limitation, to direct or indirect competitors of the Tenant);
- 8.4.7 all rights and reservations in favour of the Landlord or other third parties under the Governing Documents; and
- 8.4.8 the right to determine the rental rates of different premises or properties within the Building.

9 Damage to/or Destruction of Premises

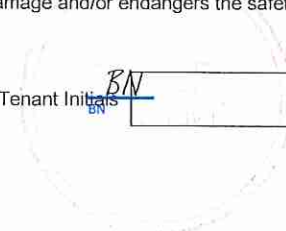
- 9.1 If during the Lease Period the Premises are damaged or destroyed so that the Tenant is unable to use the Premises (whether in whole or in part), the Parties agree that:
 - 9.1.1 the Parties may mutually agree to terminate this Agreement;
 - 9.1.2 the Landlord, at the Landlord's entire discretion, may elect whether or not to repair the Premises and provide the Tenant with written notice of the same. If the Landlord elects:
 - (a) not to repair the Premises, the Landlord may terminate this Agreement by providing written notice to the Tenant; or
 - (b) to repair the Premises, the Landlord agrees to endeavour to complete such repair within six (6) months from the date of the damage or destruction. If the Premises are repaired within six (6) months from the date of the damage or destruction, the Tenant agrees that the Landlord may review and increase the Basic Rent (which will not be lower than the existing Basic Rent). If the Premises are not repaired within six (6) months from the date of the damage or destruction, either Party may terminate this Agreement by providing written notice to the other.
 - 9.1.3 for any period where the Premises are damaged or destroyed, the Landlord will determine an apportionment of the Basic Rent relative to the cause, extent and severity of the damage and/or destruction, and the extent to which the Tenant is able to use the Premises.
- 9.2 Without limiting the Landlord's discretion as to whether to repair the Premises, the Landlord, at its entire discretion, may elect to relocate the Tenant from the Premises to an alternative premises of an approximate equivalent standard to the Premises, in which case the Landlord shall provide the Tenant with prior written notice of its election and the Tenant shall raise no objection in respect thereof and shall raise no claim over the Premises in the event that such are repaired.
- 9.3 If this Agreement is terminated under Clause 9.1 (such termination is without the requirement to obtain a judicial order):
 - 9.3.1 the Landlord will refund to the Tenant any sums prepaid by the Tenant to the Landlord under this Agreement for the period after the date of termination, provided that the Tenant is not in breach of its obligations under this Agreement; and
 - 9.3.2 the Parties agree that the Landlord shall not be liable to the Tenant for any loss, damage or inconvenience suffered by the Tenant due to the damage or destruction to the Premises, Building and/or Master Community, or due to any period of repair or delays in respect thereof, or due to the Landlord's election not to repair the Premises.

10 Default and Termination

- 10.1 Default
 - 10.1.1 Without prejudice to the Landlord's rights under this Agreement or under Applicable Law, if the Tenant does not comply with the Tenant's obligations under this Agreement, the Landlord may (at the Landlord's sole discretion):
 - (a) require that the Tenant immediately remedy such non-compliance to the Landlord's satisfaction, at the Tenant's cost; and/or
 - (b) take any such action deemed necessary by the Landlord to remedy the Tenant's non-compliance and deduct from the Security Deposit the costs and expenses incurred by the Landlord in doing so.
- 10.2 Termination
 - 10.2.1 This Agreement may be terminated prior to the Expiry Date by the mutual agreement of the Landlord and the Tenant subject to applicable termination charges and notice period in accordance with the Landlord's internal policies.
 - 10.2.2 The Tenant agrees that the Landlord may terminate this Agreement and re-enter the Premises, without the need to obtain a judicial order, without compensation to the Tenant, if:
 - (a) the Tenant breaches Clause 12, or does not use the Premises for the Permitted Use and/or uses the Premises for illegal or immoral uses, or intentionally or by the Tenant's negligence, causes damage and/or endangers the safety of the Premises, Building and/or Master Community;



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- (b) the Tenant fails to make any payment within fourteen (14) days of the due date;
- (c) the Tenant breaches any term of this Agreement (other than as set out at 10.2.2(a) and 10.2.2(b)) and does not remedy such breach within thirty (30) days of written notice to do so;
- (d) the Premises becomes vacant or abandoned, or the Tenant fails to open for business for a period of thirty (30) days or more, or notifies the Landlord that, or if the Landlord is satisfied that, the Premises have been abandoned; and/or
- (e) the Tenant becomes bankrupt, enters into liquidation, makes a general assignment for the benefit of creditors or takes the benefit of any act of insolvency, if any similar proceedings are instituted by or against the Tenant, or if a permanent receiver or trustee in bankruptcy is appointed for the Tenant's property and not discharged within thirty (30) days.

10.2.3 If this Agreement has been terminated under Clause 10.2.2, the Tenant agrees that the Landlord may:

- (a) forfeit all sums paid by the Tenant and re-enter the Premises (and at the election of the Landlord, re-lease the Premises to a third party);
- (b) place the Premises into the condition required by this Agreement, at the Tenant's cost (the Tenant agrees that the Tenant is not entitled to any compensation in respect of any Fit-out Works (if applicable) and/or Alterations (if applicable)); and
- (c) at the Tenant's cost, remove, dispose of and/or sell such items and retain the proceeds of sale (at the Landlord's discretion) any items that remain in the Premises (and the Tenant waives all rights to the same, and agrees that the Tenant will have no claim against the Landlord in respect thereof) without compensation to the Tenant,

and the Tenant agrees that the above consequences of termination are fair and reasonable, are not harsh or unconscionable and are not a penalty.

10.2.4 Termination of this Agreement by the Landlord under Clause 10.2.2 is without compensation to the Tenant in all cases, and without prejudice to any claims that the Landlord may have against the Tenant for existing breaches of this Agreement.

10.2.5 The Tenant agrees that the Tenant consents to the Landlord's entitlement to unilaterally terminate this Agreement in accordance with this Clause 10, and such right in favour of the Landlord is granted in accordance with the principles of Article 218(2) of UAE Civil Code, and such consent and mutual agreement is given within the meaning of Article 267 and 271 of the UAE Civil Code. For the avoidance of doubt, the Tenant agrees that the Landlord shall be entitled to exercise all its rights without the need to obtain a judicial order in accordance with Article 267 or 271 of the UAE Civil Code.

10.2.6 The Tenant agrees to pay, and to indemnify the Landlord from and against, all costs, fees and charges arising from, or incidental to, the cancellation of any registration of this Agreement with the Relevant Authority (including the costs, fees and charges payable on the part, of and attributable to, the Landlord).

11 Renewal

11.1 Not less than three (3) months prior to the expiry of the Lease Period, the Tenant agrees to provide written notice to the Landlord confirming whether or not the Tenant wishes to renew this Agreement.

11.2 Renewal of this Agreement is at the Landlord's discretion. At any time prior to the expiry of the Lease Period, or after the Landlord receives the Tenant's written notice under Clause 11.1, Landlord will provide written notice to the Tenant whether the Landlord is willing to renew this Agreement and, if so, the Landlord's terms and conditions of renewal (the Tenant agrees that the Landlord may apply, revise and/or increase the Basic Rent and Service Charge at renewal, if any).

11.3 If the Tenant does not intend to renew this Agreement and fails to provide notice of this fact to the Landlord in accordance with Clause 11.1 or provides notice of this fact of less than three (3) months, the Landlord may, at its own discretion, (without prejudice to other rights of the Landlord and any obligations on the Tenant pursuant to this Lease) charge the Tenant, where the Tenant has not given any notice at the Expiry Date or has given notice of less than three (3) months, a sum equivalent to one (1) month's Basic Rent, Service Charges and other sums accruing under this Agreement for the period following the Expiry Date.

11.4 The Tenant agrees to vacate and hand over the Premises to the Landlord on the expiry of the Lease Period in accordance with this Agreement, and without the requirement for further notice or a judicial order, if:

- 11.4.1 the Tenant fails to give the Landlord notice pursuant to Clause 11.1;
- 11.4.2 the Landlord gives the Tenant notice under Clause 11.2 that it is not willing to renew this Agreement; or
- 11.4.3 the Parties are unable to agree on the terms of a new lease by the date that is one (1) month prior to the expiry of the Lease Period.

12 Assignment and Subletting

- 12.1 Subject to sub-clause 12.2, the Tenant shall not assign this Agreement or sublet the Premises, in whole or in part without the written consent of the Landlord, such consent not to be unreasonably withheld.
- 12.2 The Landlord may withhold its consent to a request by the Tenant to assign this Agreement or sublet the Premises in the event of any of the following:
- (i) at the time of such assignment or subletting, there are arrears of rents or other monies due to the Landlord;
 - (ii) the proposed assignee or sub-tenant is not, in the sole opinion of the Landlord, of a financial status at least equal to that of the Tenant; and
 - (iii) the terms and conditions of the proposed assignment or sub-letting are unacceptable to the Landlord.
- 12.3 The Landlord may specify pre-conditions to completing any assignment of this Agreement or subletting of the Premises including:
- (i) if the Landlord so requires, the Tenant procuring a guarantee of the covenants of the assignee or sub-tenant from a guarantor reasonably acceptable to the Landlord;
 - (ii) the Tenant, if required by the Landlord, obtaining covenants from the sub-tenant direct with the Landlord in such form as the Landlord may require; and
 - (iii) the Tenant not reserving or taking any premium from the assignee or sub-tenant.
- 12.4 The terms of any assignment of this Agreement or subletting of the Premises shall not be inconsistent with or impair the due performance and observance of the covenants and obligations of the Tenant in this Agreement.
- 12.5 The Tenant shall not, otherwise than by assignment or subletting permitted under this Sub Clause:
- (i) part with or share possession or occupation of the whole or any part of the Premises; or
 - (ii) grant to third parties any rights over the Premises.
- 12.6 Any assignment or subletting shall be completed by way of a tri-partite agreement (upon the Landlord's form for such agreements) first signed by the Tenant and the sub-tenant or assignee. Until the Landlord has signed such agreement the Tenant shall remain obliged to fulfil its obligations under this Agreement in full.
- 12.7 The Landlord may assign this Agreement to any Affiliate.

13 General

13.1 Notices

- 13.1.1 Notices under this Agreement must be in writing (in the English language or bi-lingual format), and be delivered personally, or sent by courier to the address set out in the Particulars (or to the Premises, in the case of the Tenant) or such other address as the Party may advise the other in writing. The Landlord may also serve a notice on the Tenant by email to the email address set out in the Particulars (or such other email address as the Tenant may advise the Landlord in writing).
- 13.1.2 Any notice, communication or demand will be deemed to have been received if the sending party has received an acknowledgement of delivery and/or receipt of delivery, or upon sending in the case of service by email.

13.2 No Waiver

- 13.2.1 Failure by the Landlord to insist upon strict performance of this Agreement or to exercise any right or remedy available to the Landlord following breach of this Agreement, or acceptance of full or partial payments during the continuance of any breach of this Agreement by the Tenant will not constitute a waiver of any breach, term or condition of this Agreement or any subsequent breach, term or condition of this Agreement.
- 13.2.2 The Landlord will not be prevented from exercising any of its other rights or remedies under this Agreement or Applicable Law because the Landlord has chosen to exercise a particular right or remedy.

13.3 Third Party Rights

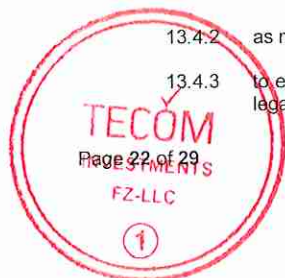
The Tenant agrees that this Agreement will enure for the benefit of, and may be relied on and enforced by, any of the Landlord's Affiliates.

13.4 Confidentiality

All information concerning the commercial terms and conditions of this Agreement, other than the existence of this Agreement, must be kept confidential by the Parties and must not be disclosed by either Party to any third party except:

- 13.4.1 with the prior written consent of the other Party;
- 13.4.2 as may be required by, or required to disclose in order to comply with, Applicable Law, a judicial order or Relevant Authority;
- 13.4.3 to each Party's group companies, or on a need to know basis, to each Party's accountants, auditors, investors, lenders and legal counsel.

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13.5 No Variation

Except as expressly set out in this Agreement, no amendment to this Agreement will be valid unless it is in writing and signed by each Party.

13.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the Premises and supersedes any previous agreements or understandings (including any offer letters). The Tenant agrees that the Tenant has not entered into this Agreement in reliance on any representation, warranty or statement (whether oral, written or implied) made by or on behalf of the Landlord (including any marketing materials produced or circulated by the Landlord).

13.7 Surviving Clauses

The following Clauses shall survive termination of this Agreement: Clauses 4.2, 4.3, 4.6, 5.3, 5.12, 5.13, 6, 8.4, 10, 13.4, 13.7, 13.8 and Clause 2.1 of the Fit-out Works/Alterations Appendix.

13.8 Law and Jurisdiction

This Agreement will be governed by and construed in accordance with Applicable Law. Any disputes between the Parties relating to this Agreement will be referred to the RDC.



APPENDIX B

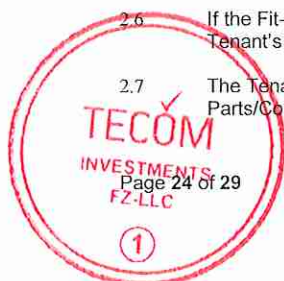
Fit-out Works/Alterations Appendix

1. APPLICATION

This Fit-out Works/Alterations Appendix applies to: (i) all Fit-out Works completed under this Agreement; and (ii) any Alterations that may be completed under this Agreement (unless such obligations are expressly waived by the Landlord in writing).

2. FIT-OUT WORKS AND ALTERATIONS

- 2.1 The Tenant agrees to not make any Fit-out Works or Alterations to the Premises, without the prior written consent of the Landlord. The Tenant agrees to indemnify the Landlord against all costs, losses and liabilities incurred by the Landlord if the Tenant fails to comply with this Clause (including the cost of removing any unauthorized Fit-out Works or Alterations to the Premises).
- 2.2 Prior to commencing any Fit-out Works and/or Alterations, at the Tenant's cost, the Tenant agrees to:
- 2.2.1 pay the Fit-out Works/Alterations Fee to the Landlord;
 - 2.2.2 provide the Contractor's Fit-out Works/Alterations Security Deposit to the Landlord (to be held on the terms and conditions set out in this Agreement and this Appendix);
 - 2.2.3 obtain a Contractor's Fit-out Works/Alterations Building Access Permit from the Landlord (and pay the Contractor's Fit-out Works/Alterations Building Access Permit Fee);
 - 2.2.4 prepare detailed plans, design, drawings and specifications for the proposed Fit-out Works or Alterations (including a method statement and works program) and all other requirements, milestones and other provisions of the Fit-out Manual, which are compliant with this Agreement and the Fit-Out Manual;
 - 2.2.5 submit the documents set out at Clause 2.2.4 of this Appendix to the Landlord for the Landlord's prior written approval to the proposed Fit-out Works and/or Alterations, together with such other required documents and information, if requested by the Landlord (if the Tenant's proposed Alterations are both wholly internal and non-structural, the Landlord's written consent will not be unreasonably withheld or delayed. The Tenant agrees that the Landlord is not obliged to issue any approval if the Tenant is not in compliance with the Agreement (including making all payments)) (once approved, the "Approved Plans"); and
 - 2.2.6 if Landlord approval is obtained, submit the Approved Plans and obtain all necessary consents, approvals and licenses from the Relevant Authority for the proposed Fit-out Works or Alterations (and thereafter provide a copy of such Relevant Authority consent, approval and/or license to the Landlord).
- 2.3 The Tenant agrees to verify the MEP Provisions of the Premises prior to commencing any Fit-out Works or Alterations. If any discrepancies exist, the Tenant agrees to provide written notice of the discrepancies to the Landlord. The Tenant agrees that the Landlord is not responsible for any inaccuracies contained in the MEP Provisions or any costs or expenses arising as a result thereof (including any required amendments to the Approved Plans and/or the Tenant's designs for the Premises).
- 2.4 The Tenant agrees that the Landlord may, at the cost of the Tenant, engage a consultant to review the Tenant's proposed Fit-out Works or Alterations.
- 2.5 Provided the Tenant has complied with Clause 2.2, at the Tenant's cost, the Tenant agrees to complete the Fit-out Works or Alterations:
- 2.5.1 in compliance with the Approved Plans (including method statement and works program), all consents, approvals and licenses obtained from the Landlord and Relevant Authority, this Agreement (including the Fit-Out Manual and Governing Documents), and Applicable Law;
 - 2.5.2 in a good and workmanlike manner in accordance with good building practice and using approved high quality materials;
 - 2.5.3 using building contractors who have a respectable standing in the local market and are approved by the Landlord;
 - 2.5.4 in co-ordination with the activities, directions and instructions of the Landlord (and/or Landlord's authorised representative), including without limitation in relation to access and health and safety (including without limitation, in relation to installing fences, safety barriers, warning signs, lighting and employing such security watchmen as necessary for the safety and convenience of the public and others using the Building and the Master Community);
 - 2.5.5 without causing any nuisance, obstruction and/or interference to the Building and/or the Master Community; and
 - 2.5.6 in compliance with any other conditions that the Landlord (or Landlord's authorized representative), the Master Developer and/or any Relevant Authority may require, including paying the costs of any consultants engaged by such parties (if required).
- 2.6 If the Fit-out Works or Alterations include or require any works to the Building (and/or the services/utilities or equipment thereof), at the Tenant's cost, the Tenant agrees to use the Landlord's nominated contractors to undertake such works.
- 2.7 The Tenant agrees to, and agrees to procure that the Tenant's contractors will not damage, and keep, the Building (including Common Parts/Common Areas) and Master Community free of all construction-related debris during the Lease Period (being broom-clean and in



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good repair and condition). The Tenant shall, at its sole cost, at all times be responsible for safe disposal of all waste at the Premises and shall do so strictly in accordance with the Landlord's directions.

3. CERTIFICATE OF COMPLETION

- 3.1 Following completion of the Tenant's Fit-out Works or Alterations, the Tenant agrees to apply for and obtain a Certificate of Completion from the Landlord and Relevant Authority (where relevant, to be obtained prior to opening the Premises). Within a reasonable period after inspection of the Premises, the Landlord agrees to issue a Certificate of Completion to the Tenant if:

- 3.1.1 the Tenant has complied with this Agreement (including making all payments), to the satisfaction of the Landlord;
- 3.1.2 the Tenant has provided the Landlord with a copy of all required approvals and completion certificates issued by the Relevant Authority for the Fit-out Works;
- 3.1.3 the Premises are ready/able to be occupied for the Permitted Use; and
- 3.1.4 the Tenant has obtained a trade licence and provided a copy of the same to the Landlord.

The Tenant agrees that the Landlord is not obliged to issue a Certificate of Completion if the Tenant has not complied with this Clause. If the Landlord is unable to issue a Certificate of Completion due to any outstanding requirement, the Landlord will advise the Tenant of the outstanding requirements that are required to be completed, and the Tenant agrees to promptly complete such outstanding requirements.

- 3.2 If the Landlord issues a Certificate of Completion to the Tenant for the Tenant's Fit-out Works or Alterations, the Tenant agrees that such certificate shall not be deemed to be a warranty or a representation by the Landlord that the Fit-out Works or Alterations (including without limitation, relating to the design, structure, construction and/or service) is fit for its purpose and/or free of defect, but only that it appears from a visual inspection of the Fit-out Works or Alterations that the Tenant appears to have completed the Fit-out Works or Alterations in accordance with this Agreement. The Tenant indemnifies the Landlord against any claims whatsoever that may arise in connection with the issue of the Certificate of Completion by the Landlord in relation to the Tenant's Fit-out Works or Alterations.

4. CONTRACTOR'S FIT-OUT WORKS/ALTERATIONS SECURITY DEPOSIT

- 4.1 The Tenant agrees to provide the Contractor's Fit-out Works/Alterations Security Deposit as security for the Tenant's obligations under this Agreement and for any Alterations (including without limitation Clauses 3 and 5.3 of the Terms and Conditions, the Fit-Out Manual and any utility charges pursuant to Clause 4.5 (during the period of the Fit-out Works Period and/or the period of any Alterations)). If the Tenant has not complied with this Agreement in respect of the Tenant's obligations relating to Fit-out Works and/or Alterations, the Tenant agrees that:

- 4.1.1 the Landlord may date and encash the Contractor's Fit-out Works/Alterations Security Deposit, and deduct all costs and expenses incurred by the Landlord, in order to remedy the breach of this Agreement by the Tenant (and/or its Occupiers), without the requirement for notice and/or a judicial order ("Deductions"); and
- 4.1.2 if Deductions are made from the Contractor's Fit-out Works/Alterations Security Deposit and/or if costs and expenses incurred by the Landlord exceed the Contractor's Fit-out Works/Alterations Security Deposit, to immediately reinstate the Contractor's Fit-out Works/Alterations Security Deposit and if applicable, immediately pay such greater amount to the Landlord.

- 4.2 The Tenant agrees that:

- 4.2.1 by failing to complete the Fit-out Works and/or Alterations by the expiry of the agreed time period, loss and damage will be caused to the Landlord and Building as a whole;
- 4.2.2 the compensation set out at Clause 4.1.1 of this Appendix B constitutes a fair and reasonable pre-estimate of the loss and damage that will be incurred by the Landlord in the circumstances; and
- 4.2.3 payment of the compensation set out at Clause 4.1.1 of this Appendix B is without prejudice to any other rights or remedies available to the Landlord pursuant to this Agreement or Applicable Law.



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Appendix C Building Rules

1. Building Name

The Tenant agrees to refer to the Building by the name designated by the Landlord wherever a Tenant designates or refers to the Building, including in any newspaper or other advertising stationery or other printed or electronic material.

2. Access to Utilities Substations

The Tenant agrees:

- (a) to allow the utility companies and their employees access to and from any electrical substation or the main distribution, telephone frame room and other services areas located in the Building and/or Master Community at all times; and
- (b) not to do or permit to be done any act or thing that might impede the right of access granted.

3. Obstruction of Building (including Common Parts/Common Areas)

- (a) The Tenant agrees not to obstruct or permit the obstruction of the Building (including Common Parts/Common Areas) or any other walkways, entrances, pavements, passages, service ways, roads, loading bays, car parks, staircases, elevators, escalators or fire escape doors in the Building.
- (b) The Tenant agrees to not cover or obstruct any lights, skylights, windows or other means of illumination of the Building (including Common Parts/Common Areas).

4. Solicitation of Business

The Tenant agrees to not tout, solicit business or distribute pamphlets or other advertising matter in the Building (including the Common Parts/Common Areas), parking areas and/or Master Community.

5. Damage to Common Parts/Common Areas

The Tenant agrees to make good any breakage, defect or damage to the Building (including the Common Parts/Common Areas) and/or Master Community, or any adjoining premises or property, caused by the Tenant or their Occupier.

6. Nuisance

The Tenant agrees not to cause, or do any act which might cause, structural damage to the Premises or the Building or Master Community (any part thereof), or that might cause any disturbance, annoyance, inconvenience or nuisance, or do other act which may disturb the quiet enjoyment of the Landlord or any other tenant, occupier or user in the Building and/or Master Community.

7. Banned Broadcasting Devices

The Tenant agrees to not, without obtaining the prior written consent of the Landlord:

- (a) 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;
- (b) 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
- (c) broadcast any audio or video transmission from the Premises.

8. Overloading, Machinery and Equipment

- (a) The Tenant agrees not to bring on the Premises any furniture, heavy machinery, plant, equipment or goods that:
 - (i) in the opinion of the Landlord, is likely to cause structural or other damage to the floor, walls, ceiling or other parts of the Premises or the Building (including Common Parts/Common Areas); or
 - (ii) is of a weight that is in excess of the weight that the

12. Pest Control

- (a) The Tenant agrees to, at its expense and to the satisfaction of the Landlord and any Relevant Authority, keep the Premises free of rodents, vermin, insects, pests and disease, and cooperate with the Landlord during the application of pest control in the Premises or the Building.
- (b) If requested by the Landlord, the Tenant will give the Landlord a copy of any pest control contract that the Tenant has entered into for the Premises.
- (c) If the Tenant breaches Clause 12(a) of these Building Rules, the Landlord, its agents, employees and contractors may (i) enter the Premises without notice and carry out pest control at the Tenant's cost; and (ii) charge the Tenant a penalty of AED 1,000 for each breach.

13. Air Leakages

The Tenant agrees to take all necessary steps to prevent excessive infiltration of air into the Premises and air leakages and will not do any act or thing that may affect the operation of the air circulating plant in the Premises or Building (including Common Parts/Common Areas).

14. Use of Lavatories

The Tenant agrees not to use or permit to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises or the Building (including Common Parts/Common Areas) for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any rubbish or other matter and any damage thereto caused by misuse shall be made good by the Tenant immediately upon notification of the same.

15. Lifts and Escalators

The Tenant agrees to not use any of the passenger lifts or escalators in the Building (including the Common Parts/Common Areas) for the transport of its goods, merchandise, garbage or equipment of any nature whatsoever.

16. Notice of Damage

The Tenant agrees to give to the Landlord immediate advice in writing of any defect or want of repair, accident, fire or damage occurring on or to the Premises, the Building or the Master Community and of any circumstances likely to cause any danger, risk or hazard to the Premises, the Building or the Master Community or any persons therein.

17. Infectious Illness

If any infectious illness occurs in the Premises, the Tenant will immediately give notice to the Landlord and Relevant Authority and comply with their requirements in regard to the infectious illness.

18. Storage of Merchandise

- (a) The Tenant must not warehouse, store and stock any goods or merchandise in the Premises except to the extent necessary to carry out the Permitted Use.
- (b) The Tenant agrees to not create a mezzanine or use the false ceiling in the Premises as a storage area.

19. No Auctions

The Tenant agrees to not conduct or permit to be conducted in the Premises, Building (including the Common Parts/Common Areas) or Master Community any auction, clearance or liquidation sales except for genuine periodic, seasonal or

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Premises are calculated to bear, with due margin for safety.

- (b) The Tenant may bring on the Premises any furniture, heavy machinery, plant, equipment or goods not referred to above provided that the Tenant first obtains the written consent of the Landlord, which will not be unreasonably withheld or delayed.
- (c) The Tenant agrees to comply with the Landlord's direction regarding the routing, installation and location of all heavy machinery, plant, equipment or goods upon the Premises or the Building (including Common Parts/Common Areas).
- (d) The Tenant agrees to not use or operate any machinery or equipment that, in the Landlord's opinion, is or may be harmful to the Premises, the Building or persons therein.
- (e) The Tenant agrees to not overload the electrical installation or any other services in or on the Premises.

9. Merchandise, Advertising and Signage

- (a) The Landlord has the right to all public space advertising, all promotional signage, hoardings and all other forms of signage, together with the exclusive right to organise and manage any public events in the Building and may set all public signage standards and controls.
- (b) The Tenant agrees to not place or display any merchandise, advertising material, name plaque or signage on the exterior of the Premises or the Building (including the Common Parts/Common Areas) without the prior written approval of the Landlord. The Tenant agrees that such consent is at the Landlord's discretion and if granted may be given on conditions determined by the Landlord, and that the Landlord is entitled to withdraw such consent at any time.
- (c) If the Tenant breaches Clause 9(b) of these Building Rules, the Landlord, its agents, employees and contractors may immediately remove the merchandise, material or signage at the Tenant's cost.

10. Loading and Deliveries

- (a) The Tenant agrees to only allow delivery vehicles to load, unload or park in the serving areas or loading bays provided for this purpose.
- (b) The Tenant will use or permit to be used for the receipt, delivery or other movement of any goods, wares or merchandise or articles of bulk or quantity only those parts of the Premises or Building (including Common Parts/Common Areas), and at such times, as the Landlord may direct from time to time.

11. Clearance of Rubbish

- (a) The Tenant agrees to:
 - (i) not allow any accumulation of rubbish on the Premises or the Building (including Common Parts/Common Areas) and agrees to ensure at all times that garbage and refuse from the Premises is removed to the locations that the Landlord specifies;
 - (ii) use only the type of refuse container that the Landlord approves or provides time to time; and
 - (iii) ensure that all kitchen and domestic garbage is sealed in polythene garbage bags before consignment.
- (b) If the Tenant breaches Clause 11(a) of these Building Rules:
 - (i) the Landlord, its agents, employees and contractors may enter the Premises without notice and remove the garbage at the Tenant's cost; and
 - (ii) the Landlord may charge the Tenant a penalty of AED 1,000 for each breach.

promotional sales after it obtains the prior written consent of the Landlord and Relevant Authority.

20. No Residential Use

The Tenant will not use or permit the use of the Premises as a place of residence, sleeping or accommodation of any person.

21. Security

- (a) The Tenant will:
 - (i) comply with any safety and security rules or reasonable directions;
 - (ii) use its best endeavors to protect and keep safe the Premises and any property contained in the Premises from theft and robbery; and
 - (iii) keep all doors, windows and other openings closed and securely locked when the Premises is not in use or left unoccupied.
- (b) The Landlord, its agents, caretaker, employees, servants and workmen may enter the Premises and lock the Premises if it has been left unsecured.

22. No Hacking

The Tenant agrees to not, whether in the course of any fitting out works or at any other time, execute or permit to be executed any works involving the hacking of the floors of the Premises.

23. No Bicycles or Musical Instruments

The Tenant agrees to not bring or permit any person to bring or leave in or about the Premises any bicycle or similar machine or any animal nor play or permit any person to play any musical instrument in or about the Premises without the prior written consent of the Landlord.

24. No Burning

The Tenant agrees to not serve shisha or burn any rubbish, waste or incense in the Premises, the Building (including Common Parts/Common Areas) or Master Community.

25. Blinds and Awnings

The Tenant agrees to ensure that all blinds, shades, awnings, window, ventilators and other similar fittings and fixtures installed by the Tenant in or on the Premises and visible from outside the Premises conform to the Landlord's reasonable requirements and standards.

26. Notification of Tenant's Address

The Tenant agrees to notify the Landlord of the Tenant's private address or, if the Tenant is a corporation, the manager's private address (or if there is more than one Tenant, the private addresses of any two of them) and any change to such addresses.

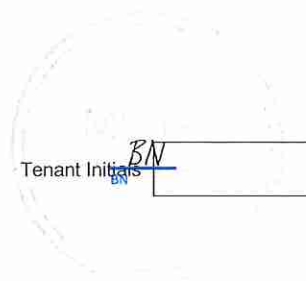
27. Access to Common Parts/Common Areas

The Landlord may:

- (a) close or control access to the Premises and Building (including Common Parts/Common Areas);
- (b) prevent and prohibit any unauthorised person from entering or remaining on the Building (including Common Parts/Common Areas) between the hours of 1:00am and 8:00am hours inclusive;
- (c) prohibit use of the parking areas serving the Building prior to 8:00 am or such earlier hour as the Landlord may determine; and
- (d) prevent persons not intending to conduct business with, or become customers of, any of the tenants of the Building from using the parking area serving the Building for any private use or other purposes.



Appendix D
Plan of the Premises, list of the Landlord's FFE (if any), and MEP Provisions of the Premises

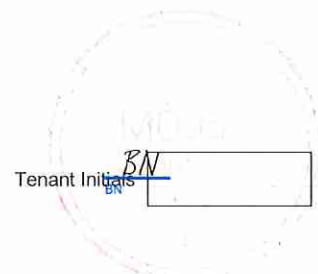


APPENDIX E

License Terms and Conditions

This Appendix E is applicable if the Exclusive-Use Area (if any) forms part of the Premises.

1. The Exclusive- Use Area (if any) forms part of the Premises; the Tenant's right to use the Exclusive- Use Area (if any) constitutes a license only. Unless otherwise agreed, no utilities or services are available at the Exclusive- Use Area (if any).
2. The Tenant accepts a license to use the Exclusive- Use Area (if any), for the Lease Period subject to the terms, covenants and conditions of this Agreement, including without limitation, the Tenant's obligation to:
 - (a) pay the Basic Rent (as set out in more detail at Clause 4 of the Standard Terms and Conditions);
 - (b) only use the Exclusive- Use Area for the Permitted Use in accordance with this Agreement, the Governing Documents, Applicable Law and any other directions and/or reasonable restrictions as the Landlord may impose from time to time (as set out in more detail at Clause 5 of the Standard Terms and Conditions);
 - (c) not to make any Alterations to the Exclusive- Use Area (as set out in more detail at Clause 5 of the Standard Terms and Conditions);
 - (d) to maintain and yield up the Exclusive- Use Area (as set out in more detail at Clause 5 of the Standard Terms and Conditions), keep tidy and ensure that the Exclusive- Use Area is fit for purpose and use at all times;
 - (e) permit access (as set out in more detail at Clause 5.5 of the Standard Terms and Conditions);
 - (f) not to cause, or do any act which might cause, structural damage to the Premises or the Building/Development or Master Community (any part thereof), or that might cause any disturbance, annoyance, inconvenience or nuisance, or do other act which may disturb the quiet enjoyment of the Landlord or any other tenant, occupier or user in the Building/Development and/or Master Community (as set out in more detail at Clause 5 of the Standard Terms and Conditions and in the Building/Development Rules), in particular the Tenant agrees not to reproduce music or sound or place heaters, fans or mist fans in such manner as to cause or be likely to cause any nuisance, annoyance or inconvenience to any other tenant, occupier or user in the Building/Development and/or Master Community;
 - (g) indemnify the Landlord (as set out in more detail at Clause 6 of the Standard Terms and Conditions);
 - (h) insure the Exclusive- Use Area (as set out in more detail at Clause 7 of the Standard Terms and Conditions); and
 - (i) not to assign, transfer, mortgage, encumber, or sublet the same (as set out in more detail at Clause 12 of the Standard Terms and Conditions).
3. In addition the above, the Tenant agrees to:
 - (a) to obtain the Landlord's prior written consent to all equipment that is placed on the Exclusive- Use Area ("Equipment"), and keep such Equipment in good and substantial repair and condition;
 - (b) obtain and maintain all consents and approvals required pursuant to this Agreement, by any Relevant Authority and/or Applicable Law, in relation to the Tenant's use and occupation of the Exclusive-Use Area and the Tenant's obligations under this Agreement (and provide copies of the same to the Landlord on the Effective Date and upon each renewal of such license, consent and/or approval); and
 - (c) not to place any Equipment outside the Exclusive- Use Area.





Payment Receipt

Control Number:	649566	Date:	09/09/2024
Received From :	Omnicell International, LLC EIB 01 Dubai, Dubai,	Payment Mode:	Wire Transfer
Account:	t0006361	Amount	103,031.82
Reference No:	SUI-24392		
The Sum Of:	One Hundred Three Thousand Thirty One UAE Dirhams and Eighty Two Fils Only		
Notes:	SUI-24392 INWARD REMITTANCETT REF: FT24249FD01C AED 103031.82 TRICOR BUSINESS OUTSOURCING 80 ROBI /REF/ROC/JP OMNICELLINC/URI/T 000 6361 25- 185692353-1-151 - AE0051478		

Received By: Arthur Yambao

System generated receipt - does not require signature.

The payer acknowledges that the payee has the right to apply the payments received from the payer in such amounts and order as the payee deems fit to satisfy the payment obligation under the contract of the property or unit or service for which the payment is made.

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Al Ain Ahlia Insurance Co.

Incorporated in Abu Dhabi by Law (18) of the year 1975, and Under Registration No. (3) dated 8/8/1984 in the Insurance Companies Register and Subject to the Provisions of Federal Decree-Law No. (48) of 2023 Regulating Insurance Activities, Paid Capital AED 150,000,000



شركة العين الأهلية للتأمين

تأسست في أبو ظبي بموجب القانون رقم (18) لسنة 1975 ومسجلة تحت رقم (3) في 8/8/1984 في سجل شركات التأمين وتخضع لأحكام المرسوم بقانون اتحادي رقم (48) لسنة 2023 بشأن تنظيم أعمال التأمين، رأس المال المدفوع 150,000,000 درهم

Date: 10/09/2024

CERTIFICATE OF INSURANCE

This is to certify that **AL AIN AHLIA INSURANCE CO. (PSC)** has issued to the Insured named herein Policy of Insurance which provides subject to the insuring agreements, limitations, exclusions, conditions and declarations contained therein and during its effective period of coverage as described below:-

Insured Name : **Omnicell International, LLC**

Address
Dubai Internet City,
DIC, EIB01 Building Unit 308, 3rd Floor.
P. O. Box No. 345021
Dubai, U.A.E.

Policy No. : P/101/3/2024/DR/WC/11180

Cover : Workmen's Compensation in accordance with the Federal Labour Law currently in force in the United Arab Emirates (Law No. 8 of 1980) and any subsequent amendments in accordance with the standard policy wording relevant to Extensions/ Conditions / Exclusions.

Policy Period : From 01/09/2024 To 01/09/2025 (Both days inclusive).

Employer's Liability Limit : AED.1,000,000/- anyone occurrence and in the aggregate, including costs and expenses

UPDATED Total Est. Annual Wages/Salaries : AED 7,874,809/- (Equivalent to US\$ 2,144,264/-)

Territorial Limits/ Geographical Scope : United Arab Emirates (Onshore Cover Only) -

Law/ Jurisdiction : United Arab Emirates Law/United Arab Emirates Civil Courts Only

This Certificate is issued at the request of the Insured, and it does not alter, vary or waive the terms, conditions and exceptions of the above-stated Policy.



AL AIN AHLIA INSURANCE CO. (PSC)

/JH



Al Ain Ahlia Insurance Co.

Incorporated in Abu Dhabi by Law (18) of the year 1975, and Under Registration No. (3) dated 8/8/1984 in the Insurance Companies Register and Subject to the Provisions of Federal Decree-Law No. (48) of 2023 Regulating Insurance Activities, Paid Capital AED 150,000,000



شركة العين الأهلية للتأمين

تأسست في أبو ظبي بموجب القانون رقم (18) لسنة 1975 ومسجلة تحت رقم (3) في 8/8/1984 في سجل شركات التأمين وتخضع لأحكام المرسوم بقانون اتحادي رقم (48) لسنة 2023 بشأن تنظيم أعمال التأمين، رأس المال المدفوع 150,000,000 درهم

Date: 05.09.2024

CERTIFICATE OF INSURANCE

Dubai Development Authority
P.O. Box: 491,
Dubai – U.A.E.

Dear Sirs,

Subject: Property All Risks Insurance
Insured: Omnicell International, LLC
Our Policy No. P/101/3/2024/FN/AR/15185

We confirm that Omnicell International, LLC is insured with us under Property All Risks Insurance as per following details:

Insured / Address : Omnicell International, LLC
Premises No. 308, Third Floor,
Building EIB 01,
Dubai Internet City,
Dubai, United Arab Emirates

Policy No. : P/101/3/2024/FN/AR/15185

Period of Insurance : From: 01st September, 2024 (00:00) To: 01st September 2025 (00:00)

Cover : Property All Risks Insurance

Interest/Sum Insured : Business Personal Property/Contents
(including Stock) : AED 1,151,050/-

Law & Jurisdiction : United Arab Emirates

We also confirm that 30 (Thirty) days' notice will be given to Dubai Development Authority prior to the cancellation of this Policy.

This Certificate is issued at the request of the Insured and is without prejudice to the terms, conditions and exceptions of the above stated Policy.

Yours faithfully,

AL AIN AHLIA INSURANCE COMPANY (PSC)



Al Ain Ahlia Insurance Co.

Incorporated in Abu Dhabi by Law (18) of the year 1975, and Under Registration No. (3) dated 8/8/1984 in the Insurance Companies Register and Subject to the Provisions of Federal Decree-Law No. (48) of 2023 Regulating Insurance Activities, Paid Capital AED 150,000,000



Since 1975

شركة العين الأهلية للتأمين

تأسست في أبو ظبي بموجب القانون رقم (18) لسنة 1975 ومسجلة تحت رقم (3) في 8/8/1984 في سجل شركات التأمين وتخضع لأحكام المرسوم بقانون اتحادي رقم (48) لسنة 2023 بشأن تنظيم أعمال التأمين، رأس المال المدفوع 150,000,000 درهم

Date: 05.09.2024

THIRD PARTY LIABILITY INSURANCE CERTIFICATE

Dubai Development Authority
Dubai – U.A.E.

Dear Sirs,

Subject : General Third-Party Liability & Products Liability Insurance
Insured: Omnicell International, LLC
Our Policy No. P/101/3/2024/FN/PPL/12321

We confirm that Omnicell International, LLC is insured with us under Third Party Liability & Products Liability Insurance as per the following details:

Insured Name : Omnicell International, LLC
Address : Premises No. 308, Third Floor,
Building EIB 01,
Dubai Internet City,
Dubai, United Arab Emirates

Policy No. : P/101/3/2024/FN/PPL/12321

Period of Insurance : From: 01st September, 2024 (00:00) To: 01st September 2025 (00:00)

Cover : In accordance with our standard Public/Products Liability Insurance Policy wording.

Limit of Liability : Combined Single Limit of AED 3,672,500 /- per occurrence and AED 7,345,000 /- in the annual aggregate during the period of insurance.

Law & Jurisdiction : United Arab Emirates

We also confirm that 30 (Thirty) days' notice will be given to Dubai Development Authority prior to the cancellation of this Policy.

This Certificate is issued at the request of the Insured and is without prejudice to the terms, conditions and exceptions of the above stated Policy.

Yours faithfully,



AL AIN AHLIA INSURANCE COMPANY (PSC)



Since 1975



