GENERAL TERMS AND CONDITIONS
OF LEASE IN RESPECT OF OCCUPATIONAL
LAND LEASE OF PREMISES IN THE
JEBEL ALI FREE ZONE

الشروط والأحكام العامة المتعلقة بإيجار أرض
في المنطقة الحرة لجيل علي
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GENERAL TERMS AND CONDITIONS OF LEASE

The Lessor leases the Premises to the Tenant throughout the Term on the following terms:

1. DEFINITIONS

In this Lease the following expressions shall have the following meanings:

"Adjoining Property" means any land and/or buildings adjoining or neighboring the Premises not let to the Tenant.

"Authority" means the Jebel Ali Free Zone Authority, an authority establishment pursuant to Decree No. (1) of 1985 of the Emirate of Dubai.

"Commencement Date" shall have the meaning ascribed to it in the Lease Agreement.

"Common Areas" means the car parking areas, service areas and any other areas of the Free Zone from time to time designated by the Lessor for common use and enjoyment by the tenants and occupiers of the Free Zone.

"Conduits" means all existing and future drains, pipes, gutters, sewers, ducts, mains, subways, cables, conduits, flues and any other conducting media whatsoever.

"Daily Costs" shall have the meaning ascribed to it in the Lease Agreement.

"Deposit" shall have the meaning ascribed to it in the Lease Agreement.

"Expiry Date" shall have the meaning ascribed to it in the Lease Agreement.

"Final Payment" means the final payment due from the Tenant to the Lessor prior to expiry of the Term comprising any outstanding sum due to the Lessor pursuant to this Lease.

"Free Zone" means Jebel Ali Free Zone, Dubai designated as such pursuant to Decree No. 1 of 1980 in Dubai.

"Free Zone Rules" means the fourth edition of the free zone rules issued by the Authority for the regulation of the Free Zone as revised and superseded from time to time.

"Government Related Entity" means any government or any department, commission, board, agency, committee, authority (including the Authority) or quasi-governmental unit of the United Arab Emirates and includes their respective appointed consultants.

"Guarantor" means the party (if any) named as 'Guarantor' in the Lease Agreement and includes the
"Improve" means any improvements constructed on the Premises by or on behalf of the Tenant.

"Initial Lease Period" means the period from the Commencement Date until the day immediately preceding the fifth (5th) anniversary of the Term.

"Insured Risks" means (to the extent that any of the same are insurable in the Free Zone insurance market at reasonable cost and on reasonable terms) fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, and such other risks as the Lessor may, in its discretion from time to time, determine.

"Laws" means the laws, proclamations, orders, rules, by-laws, decrees and regulations applicable in the Free Zone including but not limited to the Free Zone Rules or such other regulations made by the Lessor or the Authority or any other competent authority and any building, planning and environmental laws as amended from time to time.

"License" means the license(s) obtained by the Tenant to permit the Tenant to undertake the Permitted Use in the Premises issued by or on behalf of the Authority or such other competent authority and the Premises.

"Licensed Use in the Premises" means together the Lease Agreement.

"Lessor" shall have the meaning ascribed to it in the Lease Agreement.

"Lessor's Notice" means the notice issued by the Lessor to the Tenant in respect of the Second Lease Perio or the Third Lease Period.

"License" means the license(s) obtained by the Tenant to permit the Tenant to undertake the Permitted Use in the Premises issued by or on behalf of the Authority or such other competent authority from time to time.

"Occumier" means the Tenant or any of their representative agents, invitees, licensees, visitors or contractors.

"Permitted Use" means the use as set out in the License.

"Premises" shall have the meaning ascribed to it in the Lease Agreement.

"Public Health Levy" shall have the meaning

The lessee or the Lessor in this Lease.

"Improvements" and "Laws" mean any improvements made on or in the Premises and the laws, proclamations, orders, rules, by-laws, decrees and regulations applicable in the Free Zone including but not limited to the Free Zone Rules or such other regulations made by the Lessor or the Authority or any other competent authority and any building, planning and environmental laws as amended from time to time, determine.

"this Lease" means the Lease Agreement together with any schedules or annexures forming part of these General Terms and Conditions of Lease.

"Lease Agreement" means the lease agreement entered into by the Lessor and the Tenant relating to the Premises.

"Lease Period" means any of the Initial Lease Period, the Second Lease Period or the Third Lease Period.

"Lessor" shall have the meaning ascribed to it in the Lease Agreement.

"Lessor's Notice" means the notice issued by the Lessor to the Tenant in respect of the Second Lease Period or the Third Lease Period, substantially in the form set out in SCHEDULE 5.

"License" means the license(s) obtained by the Tenant to permit the Tenant to undertake the Permitted Use in the Premises issued by or on behalf of the Authority or such other competent authority from time to time.

"Permitted Use" means the use as set out in the License.

"Premises" shall have the meaning ascribed to it in the Lease Agreement.

"Public Health Levy" shall have the meaning

The lessee or the Lessor in this Lease.

"Improvements" and "Laws" mean any improvements made on or in the Premises and the laws, proclamations, orders, rules, by-laws, decrees and regulations applicable in the Free Zone including but not limited to the Free Zone Rules or such other regulations made by the Lessor or the Authority or any other competent authority and any building, planning and environmental laws as amended from time to time, determine.
ascribed to it in the Lease Agreement.

"Rent" shall have the meaning ascribed to it in the Lease Agreement.

"Rent Review Cap" shall have the meaning ascribed to it in the Lease Agreement.

"Review Dates" and "Relevant Review Date" shall have the meaning ascribed to it in the Lease Agreement.

"Reviewed Rent" means the Rent reviewed pursuant to the provisions of Clause 27, if applicable, to determine the Rent for the Second Lease Period and the Third Lease Period respectively.

"Service Charges" shall have the meaning ascribed to it in the Lease Agreement.

"Second Lease Period" means the period from the fifth (5th) anniversary of the Term to the day immediately preceding the tenth (10th) anniversary of the Term.

"Social and/or Communal Works Fund" means any infrastructure or other works being of benefit to the Free Zone community of workers and/or residents.

"Tenant" shall have the meaning ascribed to it in the Lease Agreement.

"Tenant's Notice" shall have the meaning ascribed to it in Clause 26.2.

"Term" shall have the meaning ascribed to it in the Lease Agreement.

"Third Lease Period" means the period from the tenth (10th) anniversary of the Term to the Expiry Date.

"Utilities" means electricity, water, sewerage, telephone, other telecommunication services and such services and supplies of whatsoever nature.

2. INTERPRETATION

The headings in this Lease do not affect its construction and in this Lease:

(a) any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done;

(b) the words "include" and "including" shall be deemed to be followed by the words "without limitation";

(c) any reference to the right of the Lessor to have access to, or to enter, the Premises shall be construed as extending to any mortgagee of the Lessor and to all persons authorised by them, including agents, professional advisers, contractors, workmen and others;

(d) any requirement that the Tenant must obtain the approval or consent of the Lessor in respect of any matter mentioned in this Lease includes a
requirement that such approval or consent shall be by way of deed;
(e) any references in this Lease to the Lessor include reference to any of its authorised agents to whom it may delegate any of its responsibilities; and
(f) all dates herein shall be construed with reference to and in accordance with the Gregorian Calendar.

3. DEMISE AND TERM

3.1 The Term under this Lease shall commence from the Commencement Date and end on the Expiry Date, and shall comprise the Initial Lease Period, the Second Lease Period and the Third Lease Period, subject to earlier termination in accordance with the terms of this Lease. The Tenant irrevocably undertakes, subject to the provisions of this Lease, to renew the Lease for the Second Lease Period and the Third Lease Period.

3.2 In consideration of the Rents, covenants and agreements contained in this Lease which are to be paid and performed by the Tenant, the Lessor leases the Premises to the Tenant from and including the Commencement Date for the Term. The Lessor shall notify the Tenant of the Reviewed Rent for the Second Lease Period and the Third Lease Period by serving a Lessor's Notice on the Tenant prior to the commencement of each such period, in accordance with Clause 27.1.

4. RENTS AND PUBLIC HEALTH LEVY

4.1 The Tenant covenants to pay to the Lessor at all times during the Term, in a manner so that the Lessor shall receive full value in cleared funds, the Rent and the Service Charges (collectively, the "Rents").

4.2 The Rents shall be paid in one installment, annually in advance on the anniversary of the Term in every year, at the Lessor's option, either by cheque or to an account notified by the Lessor to the Tenant, the first payment having been made either on the date of this Lease, or the Commencement Date, whichever is the later.

4.3 The Tenant shall pay the Final Payment to the Lessor on the date being the later of the Expiry Date and the date falling five (5) days after notification from the Lessor that any such sum is owing.

4.4 The Tenant covenants to pay to the Lessor the Public Health Levy, in a manner so that the Lessor shall receive full value in cleared funds. The Public

(٠) إن أي إشارة للمؤجر في عقد الإيجار هذا تنطبق أيضاً على أي من وكالاته المحولين منهم الذين قد يفوضهم أي من مستلزماته، و
(٠) تحسب كالمتاريك المذكورة في هذا الإيجار بالاستناد إلى التقويم الميلادي.
Health Levy shall be payable by the Tenant annually in advance on either the date of this Lease or the Commencement Date, whichever is the later.

4.5 The Tenant shall pay the Rents and the Public Health Levy without any set-off or deduction and free and clear of taxes.

5. **DAILY COSTS ON LATE PAYMENTS**

5.1 The Tenant acknowledges that if it does not pay the Rents or the Public Health Levy when due, the Lessor will necessarily incur costs (excluding any opportunity and funding costs) for everyday that such amounts remain outstanding.

5.2 Without prejudice to any other rights contained in this Lease or otherwise available to the Lessor, if any of the Rents or the Public Health Levy (whether formally demanded or not) or any other sum of money payable to the Lessor by the Tenant under this Lease shall not be paid on the date due and in the manner specified, the Tenant shall pay the Daily Costs from and including the date when payment was due to the date of payment.

5.3 In the event that the total Daily Costs recovered by the Lessor exceed the Lessor's actual costs incurred by reason of late payment of the Rents or the Public Health Levy (excluding any opportunity and funding costs) (the "Excess"), the Lessor shall pay the Excess to charity as the Lessor may choose in accordance with the principles of Sharia and/or Social and/or Communal Works Fund.

6. **OUTGOINGS**

6.1 The Tenant shall pay all charges for all Utilities consumed in the Premises, including (without limitation) the installation and rent of a separate meter, any connection and hiring charges and perform and observe all present and future regulations and requirements of the utility companies.

6.2 The Tenant shall pay all existing and future local authority charges, taxes, assessments and other outgoings whatsoever which are now or may at any time during the Term be levied or assessed upon, or payable in respect of, the use of the Premises by the Tenant. In the absence of a direct assessment in relation to the Premises, the Tenant shall pay to the Lessor a fair proportion (to be reasonably determined by the Lessor) of any such outgoings.

المصادر

6.1 يقوم المستأجر بسداد كافة رهاب المراقب التي يستهلكها العقار وقدما في ذلك (دون حصر تكريب واستئجار عداد مسائل) ودأ رهاب توصيل وعينة وأداء أو أنظمة أو متطلبات خاصة أو مستقبلية لشركات المراقب.

6.2 يقوم المستأجر بسداد كافة التكاليف والضرائب والتفصيلات وغيرها من المصادر المالية والمستقبلية التي تفرضها أو تحددها السلطة المحلية في أي وقت وطول مدته الإيجار أو تلك التي تكون مستحقة مما يتعلق باستخدام المستأجر وسائر المراقب في غياب تقديم يبدو البعض العقار، يقوم المستأجر بسداد نسبة عادلة للمواج (يقدمها المستأجر بشكل معقول) من أي من تلك المصادر.
6.3 The Tenant is required to liaise with the Lessor in order to acquire a post office box and arrange any required telecommunication connections (telephone, fax, internet connections, etc).

7. REPAIRS

7.1 The Tenant has surveyed and investigated the Premises and accepts the state of repair of the Premises as it is at the date of this Lease and warrants and acknowledges that there are no defects that impair use of the Premises.

7.2 The Tenant shall (i) maintain, clean and keep the Premises in good and substantial repair and condition, (ii) as often as necessary, reinstate, rebuild or renew each and every part of any Improvements and (iii) keep all parts of the Premises which are not built upon in a good and clean condition, adequately surfaced and free from weeds, and any landscaped areas properly cultivated and maintained.

8. YIELD UP

8.1 Immediately prior to the Expiry Date or earlier determination of the Term, the Tenant, at its cost, shall:

8.1.1 remove from the Premises all of its belongings, any sign or writing of the Tenant or any Occupier of them and all Tenant's fixtures, fittings, furniture and effects;

8.1.2 replace any of the Lessor's fixtures and fittings which should be missing, damaged or destroyed, with new ones of similar kind and quality or (at the option of the Lessor) pay to the Lessor an amount equal to the cost of replacing any of them;

8.1.3 unless otherwise required by the Lessor, remove and make good any alterations, additions or Improvements made to the Premises during the Term and reinstate the Premises to the condition in which they were in at the grant of this Lease;

8.1.4 yield up the Premises to the Lessor in accordance with the covenants by the Tenant contained in this Lease, and the Tenant shall make good any actual damage caused as a result of the foregoing, to the Lessor's reasonable satisfaction.

9. COMPLIANCE WITH LESSOR'S
NOTICES

9.1 Whenever the Lessor shall give written notice to the Tenant of any defects, wants of repair or breaches of covenant, the Tenant shall, within thirty (30) days of such notice, or sooner if so required by the Lessor, make good such defects or wants of repair and remedy the breach of covenant to the reasonable satisfaction of the Lessor.

9.2 If the Tenant shall fail within fifteen (15) days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue to comply with such notice, the Lessor may enter the Premises and carry out any of the works and all actual costs and expenses incurred as a result shall be recoverable as rent in arrears.

10. ALTERATIONS

10.1 The Tenant shall not make any alterations or additions to the Premises or to any of the Lessor’s fixtures or to any of the Conduits in the Premises or alter, cut into or remove any of the principal walls, floors, beams or columns of the Premises without the prior written consent of the Lessor and if granted, on such conditions as the Lessor requires.

10.2 Any Tenant alteration must be undertaken in accordance with the Free Zone Rules.

11. SIGNS AND ADVERTISEMENTS

11.1 Subject to Clause 11.2 the Tenant shall not display in the windows of the Premises so as to be seen from the exterior, any advertisement, poster, notice, flag, aerial, satellite or other sign or thing whatsoever without the prior written approval of the Lessor.

11.2 The Tenant may display a sign on the Premises showing its corporate or trading name, the size, style, position and materials of which shall be approved in writing by the Lessor.

12. USE OF PREMISES

12.1 The Tenant shall:

12.1.1 not use the Premises or any part of them except for the Permitted Use and shall notify the Lessor immediately if the Tenant ceases to occupy the Premises;

12.1.2 not load or unload vehicles except in
the servicing areas or loading bays provided for such purpose;

12.1.3 not cause any obstruction in or around the Free Zone; and

12.1.4 at its expense and to the satisfaction of the Lessor undertake all necessary precautions to ensure that the Premises remain at all times free of rodents, insects, vermin and other animals and disease and shall, if necessary or instructed so to do by the Lessor, employ and pay pest exterminators to treat the Premises.

12.2 The Tenant shall not use the Premises for:

12.2.1 any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to the Lessor, or any other tenant or occupant of any Adjoining Property or the Free Zone;

12.2.2 any auction, public or political meeting, public exhibition or public entertainment, show or spectacle or for betting, gambling, gaming or wagering; or as a betting office or as a club; or

12.2.3 any residential purposes.

12.3 The Tenant shall not allow any accumulation of rubbish on the Premises or any areas of the Free Zone and shall ensure refuse from the Premises is removed to locations specified by the Lessor. The Tenant shall ensure that all refuse is sealed in polythene garbage bags before consignment. In the event of default by the Tenant the Lessor will remove such refuse at the Tenant’s cost.

12.4 The Tenant shall obtain, maintain and pay for all requisite Licenses throughout the Term.

12.5 The Tenant shall complete the development on the Premises in accordance to the plan and/or design. Such plan and/or design is to be submitted and accepted by the Lessor prior to entering into the Lease Agreement.

12.6 The Tenant shall not in any manner through its use and occupancy of the Premises:

12.6.1 do or bring in or onto the Improvements anything which may place on the Premises or Adjoining Property or the Free Zone or

12.6.2 do or perform any act that may threaten or endanger the life, health or safety of the Lessor or any other tenant or occupant of any Adjoining Property or the Free Zone.

12.6.3 fail to give the Lessor access to any part of the Premises for inspection, maintenance, servicing or repairs.

12.6.4 use the Premises or any part thereof or any Adjoining Property or the Free Zone for any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to the Lessor, or any other tenant or occupant of any Adjoining Property or the Free Zone;
the Improvements any weight or strain in excess of that for which the Improvements are designed to bear with due margin for safety.

12.6.2 cause the design loads for the Improvements or the systems providing exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety services to the Improvements (collectively, the "Systems") to be exceeded; or

12.6.3 adversely affect the Improvements or the operation of the Systems in the Improvements or cause deterioration or damage to the Improvements or to the Systems.

13. ALIENATION GENERALLY

13.1 The Tenant shall not assign, charge, underlet or part with possession or share the occupation of, or permit any person to occupy, the whole or any part of the Premises except as may be expressly permitted by the Lessor (who shall have absolute discretion) and who may impose such conditions as the Lessor deems necessary (in its sole discretion) on granting consent.

13.2 The Lessor may at any time assign all or any part of its rights granted under this Lease (together with any obligations) to any third party.

14. COMPLIANCE WITH LAWS

14.1 The Tenant shall comply and shall ensure that all its employees and visitors strictly comply with all Laws and the Tenant shall obtain, pay for and maintain throughout the Term, all Licenses and shall execute all works and provide and maintain all arrangements on or in respect of the Premises or its use which are required by any Laws.

14.2 The Tenant shall not permit any contaminants or hazardous substances to be kept on or to be discharged from the Premises and shall not cause contamination or pollution at or under the Premises or anywhere within the Free Zone.

15. INSURANCE PROVISIONS

15.1 The Tenant shall insure with an insurance company which has been approved by the Lessor in
writing (such insurance to name the Lessor as a beneficiary), subject to such terms and conditions as may be contained in any policy taken out by the Tenant, which has been approved by the Lessor in writing:

15.1.1 any Improvements in their full reinstatement value against loss or damage by the Insured Risks; and

15.1.2 property owner’s liability and such other insurances as the Lessor may, from time to time, deem necessary for the Tenant to effect in relation to the Improvements.

15.2 At the request of the Lessor, the Tenant shall produce to the Lessor evidence from the insurers of the terms of the insurance policy and the fact that the policy is subsisting and in effect.

15.3 If the Improvements or any part of the Improvements shall be damaged or destroyed by so as to render the Improvements unfit for use and occupation or inaccessible then the Tenant shall lay out the proceeds of such insurance received by the Tenant in respect of such damage, if the damage was occasioned by an Insured Risk, in the reinstatement and rebuilding of the part of the Improvements so damaged or destroyed substantially as it was prior to any such damage or destruction to the Lessor’s satisfaction.

15.4 The Tenant shall maintain such insurance as the Lessor requires for the operation of the Tenant’s business (including third party liability insurance and environmental liability insurance) with an insurance company which has been approved by the Lessor in writing subject to such terms and conditions as may be contained in any policy taken out by the Tenant, which has been approved by the Lessor in writing.

15.5 If the Common Areas, the Free Zone or any part of it, or the Premises (other than the Improvements) shall be damaged or destroyed so as to render the Premises unfit for use and occupation or inaccessible and the policy of insurance in respect of Insured Risks shall not have been vitiates or payment of any policy monies refused in consequence of some act or default of the Tenant, Occupier, its servants or agents, either:

15.5.1 the Rent or a fair proportion of the Rent according to the nature and extent of the damage sustained, shall not be payable until
the Common Areas, the Free Zone or the Premises (other than the Improvements) or the part damaged or destroyed shall be again rendered fit for use and occupation and accessible; or

15.5.2 if in the reasonable opinion of the Lessor, reinstatement of the Common Areas or the Free Zone would be (a) impractical or impossible for physical or legislative reasons or (b) economically unsound, then the Lessor may determine this Lease by giving to the Tenant not less than one (1) month's written notice and in that event the Lessor shall be entitled to retain the whole of the insurance policy monies.

15.6 The Tenant shall not do, or omit to do anything which could cause any policy of insurance covering the Improvements or in respect of the insurance taken out by the Lessor covering any area within the Free Zone to become wholly or partly void or voidable or anything whereby any abnormal premium may become payable in respect of the policy, unless the Tenant has previously notified the Lessor and agreed to pay the increased premium in respect of the insurance taken out by the Lessor covering any area within the Free Zone and the Tenant shall pay to the Lessor on written demand all expenses incurred by the Lessor in renewing any such policy.

16. SERVICE CHARGES

Subject to the Tenant paying the Service Charges, the Lessor shall keep the Common Areas and other areas of the Free Zone in good repair and condition (fair wear and tear excepted).

17. DEFAULT OF TENANT

17.1 Without prejudice to any other right contained in this Lease or otherwise available to the Lessor, on or at any time after the happening of any of the events mentioned in Clause 17.2, the Lessor may re-enter the Premises or any part of them and the Term shall then end, but without prejudice to any claim which the Lessor may have against the Tenant or any Guarantor for any previous breach of covenant or sum previously accrued due.

17.2 The events referred to in Clause 17.1 are the following:

17.2.1 if the Rents or any part of them shall be
unpaid for thirty (30) days after becoming payable (whether formally demanded or not), or

17.2.2 if any of the covenants by the Tenant contained in this Lease shall not be performed and observed; or

17.2.3 if the Tenant, for the time being, and/or the Guarantor (if any) (being a body corporate or a partnership) enters into liquidation (whether compulsory or voluntary) or takes any steps to wind itself up or if an individual, becomes bankrupt or makes an arrangement or composition with his creditors.

17.3 If the Lessor terminates this Lease, then all sums paid by the Tenant to the Lessor shall be forfeited and the Lessor (or its authorised agent) shall have the lawful right and entitlement to enter the Premises and repossess the Premises and take possession of all property therein and to let the Premises to others. The Lessor has no right to dispose and/or sell off the property found in the Premises (which belongs to the Tenant) and take the proceeds for itself unless the Tenant owes the Lessor any money, rental, damages or compensation which is due but not paid, then the Lessor may only deduct such amount which corresponds its rights and the Tenant's liability and the balance must be returned to the Tenant.

18. QUIET ENJOYMENT

The Lessor covenants with the Tenant that the Tenant, paying the Rents and performing and observing the covenants on the part of the Tenant contained in this Lease, shall and may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person lawfully claiming through or under it.

19. EXCLUSION OF IMPLIED COVENANTS BY LESSOR

Any covenants on the part of the Lessor which would otherwise be implied by Law are hereby expressly excluded to the extent that the Law allows.

20. INDEMNITY

Within fourteen (14) days of written demand, the Tenant shall keep the Lessor fully indemnified from and against all actions, proceedings, claims, demands, actual losses, actual costs, actual expenses,
actual damages and liability ("Costs") arising in any way directly or indirectly out of:

20.1.1 any act, omission, neglect or default of the Tenant or any persons in the Premises expressly or impliedly with the Tenant's authority; or

20.1.2 any breach of any covenant by the Tenant contained in this Lease; or

20.1.3 the Tenant's failure to obtain any requisite consent, permit or Licence, or in failing to comply with the Laws; or

20.1.4 any accident, loss or damage to person or property in or on the Premises; or

20.1.5 contemplation of, the preparation and service of all notices and schedules relating to any wants of repair, whether served during or after the expiration of the Term; or

20.1.6 any breach of the Laws for which the Lessor incurs any Costs, the operation of the Deposit (if applicable) the recovery or attempted recovery of arrears of Rents or other sums due from the Tenant, or in procuring the remedying of the breach of any covenant by the Tenant; or

20.1.7 any application for consent required by this Lease (including management fees) whether or not it is granted or in responding to any request made by the Tenant; or

20.1.8 any liability of the Lessor to third parties by reason of breach by the Tenant of its obligations in this Lease; or

20.1.9 the early termination of this Lease due to default by the Tenant.

21. REPRESENTATION

21.1 The Tenant represents, warrants and acknowledges that this Lease has not been entered into in reliance, wholly or partly, on any statement or representation made by, or on behalf of, the Lessor, except any such statement or representation that is expressly set out in this Lease.

21.2 The Parties acknowledge and confirm that:

21.2.1 the relevant internal procedures
applicable to it entering into this Lease have been satisfied and the Parties have the capacity and power to enter into this Lease.

21.2.2 there has been no bad faith, fraud, coercion, duress or undue influence on the part of any of the Parties, their respective directors, employees, agents and advisers in entering into this Lease.

22. REPORTING TO GOVERNMENT RELATED ENTITIES

From time to time, the Lessor is required to provide information relating to leases and tenants of the Free Zone to Government Related Entities for the purposes of statistical analysis. The Tenant hereby consents to any information from this Lease being made available to any Government Related Entity for the purposes of statistical analysis or any ancillary purpose.

23. NOTICES

23.1 Notices, statements and other communications to be given under the terms of this Lease shall be in English, in writing and delivered (i) by hand against receipt, (ii) by certified or registered mail, postage prepaid, return receipt requested, (iii) by reputable overnight international courier service with package tracking capability, or (iv) to the Tenant only, by e-mail with delivery receipt, addressed to the Parties as follows:

23.1.1 the Tenant's postal address or e-mail address, as appropriate, as given on the Lease Agreement;

23.1.2 the Guarantor's postal address or e-mail address, as appropriate, as given on the Lease Agreement;

23.1.3 Jebel Ali Free Zone FZE, P.O. Box 16888, Dubai, United Arab Emirates,

or at such other address as is from time to time designated by the Party receiving the notice.

23.2 Any notice that is delivered by mail or reputable overnight international courier service shall be deemed received when delivery is received or refused, as the case may be. Additionally, notices may be given by facsimile transmission, provided that they are confirmed by e-mail. The method of service shall be as follows:

23.2.1 the Guarantor's postal address or the e-mail address of the Guarantor, if any;

23.2.2 the Tenant's postal address or the e-mail address of the Tenant, if any;

23.2.3 the Leasing Agent's address or the e-mail address of the Leasing Agent, if any.

The party receiving the notice may request confirmation of receipt by e-mail or telephone, and the party giving such notice shall provide such confirmation if requested.
that an original copy of such transmission shall be delivered to the addressee by reputable overnight international courier service by no later than the third day following such transmission. Facsimiles and e-mails shall be deemed delivered (i) on the date of such transmission if sent during the receiving Party’s normal business hours or (ii) on the next succeeding day on which the receiving Party is normally open for business if not sent during the receiving Party’s normal business hours.

24. GUARANTOR’S COVENANTS

In consideration of this Lease having been granted at its request, the Guarantor covenants and confirms in the terms contained in SCHEDULE 3.

25. INVALIDITY OF CERTAIN PROVISIONS

If any term of this Lease or the application of such term to any person or circumstances shall to any extent be invalid or unenforceable, the same shall be severable and the remainder of this Lease or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected by such invalidity or unenforceability and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

26. DEPOSIT

Where the Parties have agreed that a Deposit will be paid by the Tenant (by completing part 1.10 of the Lease Agreement, the Parties shall comply with the term of SCHEDULE 4 in relation to drawing on and replenishment of the Deposit.

27. RENT REVIEW

27.1 If the Rent for the whole Term has not been determined on or before the date of this Lease, the Reviewed Rent shall be determined by the Lessor as at the Relevant Review Date and shall be advised to the Tenant by serving a Lessor’s Notice prior to the commencement of the Second Lease Period and the Third Lease Period, as applicable, provided that any increase in the Reviewed Rent compared as a percentage to the Rent for the previous Lease Period shall not exceed the Rent Review Cap.

27.2 If the amount of the Reviewed Rent has not
been determined by the Relevant Review Date, then:

27.2.1 in respect of the period (the "Interim Period") beginning with the Relevant Review Date and ending on the date when the Reviewed Rent is so determined (the "Determination Date"), the Tenant shall pay to the Lessor the Rent payable as at the date immediately preceding the Relevant Review Date; and

27.2.2 on the Determination Date, the Tenant shall pay to the Lessor as arrears of rent the amount by which the Reviewed Rent exceeds the Rent actually paid during the Interim Period (apportioned on a daily basis). If the Rent actually paid exceeds the Reviewed Rent, then the Lessor shall offset any excess Rent paid during the Interim Period against future Rent payments.

27.3 Within ten (10) days after the amount of any Reviewed Rent has been determined, memoranda recording that fact shall be prepared by the Lessor and shall be signed by or on behalf of the Lessor and the Tenant and any Guarantor and annexed to this Lease and its counterpart. The parties shall each bear their own costs in relation to the preparation and signing of such memoranda.

28. LEASE RENEWAL

28.1 Not less than six (6) months prior to the Expiry Date, the Tenant shall notify the Lessor if it wishes to renew this Lease (the "Tenant’s Renewal Notice"). If the Lessor wishes to renew this Lease it will notify the Tenant as soon as possible on receipt of the Tenant’s Renewal Notice but in any event prior to the Expiry Date and the Parties will diligently negotiate the terms of the new lease. This Lease shall be renewed on mutual agreement of the Parties on such terms as may be agreed between the Parties (the "Renewal Lease")

28.2 In the event that the Tenant has indicated that it wishes to renew this Lease although the Renewal Lease has not been executed and the Tenant continues to occupy the Premises after the Expiry Date, the Parties hereby understand, acknowledge and agree that the following provisions shall apply:

28.2.1 the terms of this Lease shall be automatically deemed to continue on the
28.2.2 the Lessor hereby objects to the Tenant occupying the Premises on the same terms of the Lease and the Tenant hereby warrants that it agrees that the Lease shall not be renewed automatically on the same terms;

28.2.3 the (“New Rent”) and Service Charges shall apply during any such period and shall be paid in accordance with the payment requirements existing immediately preceding the Expiry Date; and

28.2.4 the Parties shall negotiate the terms of the Renewal Lease with a view to execution of the Renewal Lease as soon as practicable after the Expiry Date.

28.3 Where the Tenant indicates that it does not wish to renew the Lease or it does not serve the Tenant’s Renewal Notice, the Tenant shall vacate the Premises prior to 11:00 (a.m.) on the Expiry Date and hand over vacant possession of the Premises in accordance with Clause 8.

28.4 Time shall be of the essence in relation to this Clause 28.

29. MISCELLANEOUS

29.1 Re-letting of the Premises
The Tenant shall permit the Lessor and its agents to view the Premises in connection with any re-letting of the Premises.

29.2 Rental policy
The Lessor may in its sole discretion determine the rental rates of different premises within the Free Zone.

29.3 Lessor’s redevelopment
The Tenant shall not object to or seek to prevent or delay in any way the refurbishment or redevelopment of, or any alterations to, the Common Areas, and/or any Adjoining Property by the Lessor and the Tenant shall have no right of compensation for any interference which may be caused by such refurbishment or redevelopment in so far as the Law allows.

29.4 Exemption from liability
In so far as the Law allows, the Lessor shall not be

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liable to the Tenant for any loss, damage or inconvenience, which may be caused by reason of:

- temporary interruption of services during periods of inspection or repair;
- breakdown of or defect in any plant and machinery, services or Conduits; or
- events beyond the reasonable control of the Lessor.

29.5 Tenant's property
29.5.1 If any of the Tenant's property remains in the Premises following the Expiry Date (or earlier termination of the Lease) the Lessor may, as the agent of the Tenant, sell such property and hold the proceeds of sale, after deducting the costs and expenses of removal, storage and sale and any Rents or other sums due to it, to the order of the Tenant.

29.5.2 The Tenant shall keep the Lessor indemnified against any liability incurred by it to any third party whose property has been sold by the Lessor in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant and was liable to be dealt with as such under this sub-clause.

29.6 No Waiver
Failure by either Party on any occasion to insist upon observance or performance by the other Party of any obligation in this Lease does not amount to a waiver of any breach or acceptance of any variation by that Party. No waiver by either Party of any breach of any obligation or provision in this Lease express or implied operates as a waiver of another breach of the same or of any other obligation or provision of this Lease, whether express or implied. The rights and remedies under this Lease may be exercised as often as necessary and are cumulative and not exclusive of any rights or remedies provided by Law.

29.7 Governing law and forum
29.7.1 This Lease shall be governed by and construed in accordance with the Laws in force from time to time in the Free Zone and the Emirate of Dubai and the federal laws of the United Arab Emirates in so far as they are applicable.

29.7.2 Any dispute or differences between Parties arising out of this Lease shall be submitted to Dubai Courts who shall have exclusive jurisdiction.
29.8 Language
This Lease has been negotiated and drafted in the Arabic language. In the event of any dispute resolution, litigation or other formal process, the Arabic text shall prevail over any translation and be conclusive in any questions as to the meaning or interpretation thereof.
SCHEDULE 1
Rights and Easements Granted

1. Subject to any existing or future regulations made by the Lessor and to any temporary interruption for repairs, alterations or replacements, the right for the Tenant and all persons authorised by the Tenant (in common with the Lessor and all persons having a similar right):
   (a) of access to and egress from the Premises;
   (b) to the passage of any of the Utilities and the passage of water, soil, steam, air, gas, electricity, radio, television, telegraphic and other services and supplies of whatsoever nature, to and from the Premises through any relevant Conduits which are now or may be in, under, or over any other part of the Free Zone, in each case so far as any of the same are necessary for the reasonable use and enjoyment of the Premises; and
   (c) to use the Common Areas for use by the Tenant for all proper purposes in connection with the use and enjoyment of the Premises;

provided always that the Lessor reserves the right to alter or close any Common Area.
1. The following rights are reserved to the Lessor and the tenants and occupiers of any other parts of the Free Zone and all other persons similarly authorised provided that, in so far as the Law allows, the Lessor shall not be liable to or compensate the Tenant for disturbance or any injury to the Tenant's property or business caused by the exercise of any of the following rights:

1.1 the right to the passage and running of the Utilities through any relevant Conduits which are now, or may at any time be in, under, or over the Premises;

1.2 the right to enter the Premises with all necessary materials, equipment, appliances and workmen in order to:

(a) inspect, maintain, connect, remove, lay, renew, or execute any works whatsoever to any of the Conduits;

(b) execute repairs, decorations, alterations or any other works, and to make installations to the Free Zone or to any Adjoining Property;

(c) to examine the condition of the Premises and to take details of the Lessor's fixtures in them and do anything which the Lessor may do under this Lease;

(d) to affix and retain on the Premises notices for the sale or re-letting of the Premises; and/or

(e) for any other purposes connected with the interests of the Lessor in the Free Zone, including valuing or disposing of the Lessor's interests in them;

1.3 the right to erect scaffolding for the purpose of repairing or cleaning the Common Areas or any Adjoining Property, or in connection with the exercise of any of the rights mentioned in this Schedule even though such scaffolding may temporarily restrict the access to, or enjoyment or use of, the Premises;
1.4 the right to exercise any powers that may be granted to the Lessor by any Law;

1.5 any rights of light, air, support, protection and shelter or other easements and rights now, or after the date of this Lease, belonging to, or enjoyed by, any Adjoining Property; and

1.6 full right and liberty at any time after the date of this Lease to raise the height of, or make any alterations or additions or execute any other works to, any buildings on any Adjoining Property, or to erect any new buildings on any Adjoining Property in such manner as the Lessor shall think fit even though they may, affect or interfere with the amenity of, or access to, the Premises or the passage of light and air to the Premises.
SCHEDULE 3
Covenants and Confirmation by Guarantor

1. Covenant and indemnity by Guarantor
The Guarantor covenants with the Lessor at all times during and after the Term to:

1.1 duly perform all the covenants on the part of the Tenant contained in this Lease;

1.2 indemnify the Lessor against all Costs whatsoever sustained by the Lessor arising in any way directly or indirectly out of any default by the Tenant in the performance of any of its obligations; and

1.3 indemnify the Lessor against any actual loss sustained by the Lessor as a result of any of the obligations of the Tenant contained in this Lease being or becoming void, voidable, unenforceable or ineffective, for any reason whatsoever.

2. Guarantor’s liability
The Guarantor shall be liable (whether before or after any disclaimer by a liquidator or trustee in bankruptcy) for the fulfillment of all the obligations of the Tenant under this Lease and agrees that the Lessor may proceed against the Guarantor as if the Guarantor was named as the Tenant in this Lease.

3. Waiver by Guarantor
The Guarantor waives any right to require the Lessor to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Lessor before proceeding against the Guarantor.

4. Postponement of claims by Guarantor against Tenant
The Guarantor further covenants with the Lessor that the Guarantor shall:

4.1 not claim in any liquidation or bankruptcy of the Tenant in competition with the Lessor and shall remit to the Lessor the proceeds of all judgments and all distributions it may receive from any liquidator or trustee in bankruptcy of the Tenant;

4.2 hold for the benefit of the Lessor all security and rights the Guarantor may have over assets of the Tenant whilst any liabilities of the Tenant or the Guarantor to the Lessor remain outstanding; and

4.3 not exercise any right or remedy in respect of any
amount paid or any liability incurred by the Guarantor in performing or discharging its obligations contained in this Schedule.

5. Disclaimer or forfeiture of Lease
5.1 The Guarantor further covenants with the Lessor that:

(a) if the Lease shall be disclaimed or surrendered; or

(b) if the Lessor shall issue proceedings for forfeiture of the Lease or shall peacefully re-enter the Premises; or

(c) if the Tenant shall cease to exist

the Guarantor shall upon demand by the Lessor pay a sum equal to the Rents and other sums that would have been payable under this Lease but for the disclaimer or other event in respect of the period from and including the date of such disclaimer or other event.

6. Benefit of guarantee
This guarantee shall ensure for the benefit of the successors and assigns of the Lessor under this Lease without the necessity for any assignment.
SCHEDULE 4
Deposit

1. The Tenant covenants with the Lessor to pay to the Lessor:

(a) the Deposit on the date of this Lease; and
(b) forthwith on written demand from the Lessor and without any deduction or set-off any money required to make up any deficiency from time to time in the amount of the Deposit.

2. The Tenant acknowledges to the Lessor:

(a) that the Lessor shall be entitled, without prior reference to the Tenant, to withdraw from the Deposit such money as may be required from time to time in order to make good, or to compensate the Lessor for:

(i) any non-payment or delay in payment of any sum due to the Lessor under the Lease; and/or
(ii) any loss or damage suffered by the Lessor as a result of any breach by the Tenant or any covenant or warranty on its part contained in the Lease.

(b) that any application by the Lessor pursuant to paragraph 2(a)(i) of any part of the Deposit Sum shall not be deemed to be payment of Rent so as to prejudice the Lessor's right of re-entry under the Lease.

(c) that the provisions of this Schedule and any right or remedy of the Lessor arising hereunder:

(i) are in addition to, and not in substitution for, those contained in or arising under the Lease, the Laws or otherwise; and
(ii) shall continue to apply after the expiration or sooner determination of the Lease.

3. The Lessor covenants with the Tenant as follows:

(i) within thirty (30) days after any withdrawal of money by the Lessor from the
Deposit to notify the Tenant in writing of the amount and date of such withdrawal; and

(ii) to release to the Tenant the Deposit or the balance for the time being remaining without any interest within ninety (90) days of the Expiry Date, or earlier determination of the Term.

4. The Guarantor acknowledges to the Lessor that the provisions of this Schedule and any rights or remedies of the Lessor arising hereunder are in addition to, and not in substitution for, those contained in or arising under the Lease or any at Law.
SCHEDULE 5
FORM OF LESSOR'S NOTICE

From: Jebel Ali Free Zone FZE, as Lessor
To: [●], as Tenant
Date: [ ]
Dear Sirs,

Re: Lease Agreement entered between us dated [●] (the "Lease")

1. We refer to the Lease and this notice constitutes a Lessor’s Notice pursuant to the Lease.

2. Unless the context requires otherwise, capitalized terms used in this Lessor’s Notice and not defined herein shall have the same meanings as in the Lease.

3. We hereby notify you and confirm that the Rent for the [Second Lease Period] [Third Lease Period]^1, calculated pursuant to Clause 27.1 of the Lease shall be [●] per annum, (the "Reviewed Rent").

4. If we do not receive your Tenant’s Notice pursuant to Clause 26.2 of the Lease (within 2 (two) days from the date of this Lessor’s Notice), it shall be assumed that the Reviewed Rent is agreed by you and that you have renewed the Lease for the [Second Lease Period] [Third Lease Period]^1, agreeing to pay the Reviewed Rent throughout such period.

5. Please [credit the Reviewed Rent to Account Number [●] with [●] Bank] [provide a cheque made payable to [●]]^2 for the Reviewed Rent and the Service Charges in accordance with Clause 4 of the Lease.

For and on behalf of
Jebel Ali Free Zone FZE, as Lessor
By: ……………………………………………

^1: 
^2: 

By: ……………………………………………

From: Jebel Ali Free Zone FZE, as Lessor
To: [●], as Tenant
Date: [ ]
Dear Sirs,

Re: Lease Agreement entered between us dated [●] (the "Lease")

1. We refer to the Lease and this notice constitutes a Lessor’s Notice pursuant to the Lease.

2. Unless the context requires otherwise, capitalized terms used in this Lessor’s Notice and not defined herein shall have the same meanings as in the Lease.

3. We hereby notify you and confirm that the Rent for the [Second Lease Period] [Third Lease Period]^1, calculated pursuant to Clause 27.1 of the Lease shall be [●] per annum, (the "Reviewed Rent").

4. If we do not receive your Tenant’s Notice pursuant to Clause 26.2 of the Lease (within 2 (two) days from the date of this Lessor’s Notice), it shall be assumed that the Reviewed Rent is agreed by you and that you have renewed the Lease for the [Second Lease Period] [Third Lease Period]^1, agreeing to pay the Reviewed Rent throughout such period.

5. Please [credit the Reviewed Rent to Account Number [●] with [●] Bank] [provide a cheque made payable to [●]]^2 for the Reviewed Rent and the Service Charges in accordance with Clause 4 of the Lease.

For and on behalf of
Jebel Ali Free Zone FZE, as Lessor
By: ……………………………………………