

Kizad Standard Terms and Conditions for Lease

Version No: 1, January 2019

These Kizad Standard Terms and Conditions for Lease shall apply to the Lease entered into between AD Ports and the Tenant.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Lease:

- 1.1.1 **Adjoining Property** means all land and/or buildings adjoining or neighbouring the Premises.
- 1.1.2 **AD Ports** means the party defined in the Particulars and includes its permitted successors and assignees entitled to the reversion of the interest created by the Lease from time to time.
- 1.1.3 **AD Ports Approval(s)** means (a) in relation to the Fit-Out Works or any permitted alterations or works by the Tenant on the Premises, the approvals required by the Tenant from AD Ports under the Lease, the Kizad Rules and the Fit Out Guide; and (b) in relation to matters other than the Fit-Out Works or any permitted alterations or works by the Tenant on the Premises, approvals required by the Tenant from AD Ports under the Lease and the Kizad Rules.
- 1.1.4 **AED** means UAE Dirhams, the lawful currency of the UAE.
- 1.1.5 **Affiliate** means, in relation to a person (the **first person**), a person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with the first person (where **control** means the possession of the power to direct the management and policies of a person or the distribution of its profits).
- 1.1.6 **Applicable Law** means the laws enacted or to be enacted either in the Emirate of Abu Dhabi or by the Federal legislature of the UAE, including Environmental Laws and laws concerning the registration of Relevant Interests and the regulation of the relationship between AD Ports and the Tenant in the Emirate of Abu Dhabi and any other relevant laws, decrees and/or regulations that relate to or govern any of the matters referred to in the Lease.
- 1.1.7 **Building** means the building of which the Premises form part.
- 1.1.8 **Change of Control** means any direct or indirect change in shareholding or, where applicable, partnership or other equity interests (whether effected by one of more steps or transactions) that results in a change of control of the Tenant where "control" means the possession of power to direct the management and policies of the Tenant or distribution of its profits.
- 1.1.9 **Claim** means any suit, action, legal or administrative proceedings, claim, demand, loss, damages, liability, fine, cost and expense of whatsoever kind or nature (including reasonable attorney's fees and expenses), whether arising before or after the expiry or early termination of the Lease, but excluding any indirect or consequential damages.
- 1.1.10 **Common Parts** means areas which are provided for common use in the Estate including the pedestrian ways, estate roadways, vehicle routes, circulation areas, services areas and landscaped areas.
- 1.1.11 **Conduits** means all pipes used for the transport of fixed substances, liquids and gases as well as cables (whether electric, fibre or any other type), pipe racks and conveyor belts, in each case located in or above the ground, and all ancillary or related installations.

- 1.1.12 **Dispute** means any dispute, claim, difference or controversy arising between the Parties relating to the Lease.
- 1.1.13 **Due Date** means the date on which any amount due by the Tenant under the Lease becomes due for payment.
- 1.1.14 **Estate** means the estate of which the Building forms part as may be varied from time to time.
- 1.1.15 **Environmental Laws** means any Applicable Laws relating to the protection of the environment or harm to or the protection of human, animal or plant life, the air or any water body or system.
- 1.1.16 **Event of Default** means the occurrence of any of the following events (a) the Rent (or any part of it) being unpaid for 30 days after becoming payable (whether formally demanded or not); or (b) a material breach by the Tenant of any of its obligations under the Lease (or the Fit Out Guide) that is not remedied within a period of time notified by AD Ports in a notice to the Tenant stating that the breach has occurred; or (c) persistent failure of the Kizad Rules, or, if after receiving notice from AD Ports of such persistent failure, the Tenant or any Tenant Party continues to breach the Kizad Rules persistently during the period of 30 days following receipt of AD Ports' notice; or (d) the Tenant or any Guarantor becomes Insolvent.
- 1.1.17 **Fit-Out Works** means tenant's fit-out works that include any of the following: fixtures, warehouse racking or storage solutions, air conditioning units for the warehouse cooling plant chillers, cold storage and ventilation, lighting or electrical works battery powered UPS, battery charging for M&E equipment, and any loading and unloading equipment attached the Premises (including but not limited to dock levellers, dock seals, canopies and truck restraints).
- 1.1.18 **Full Reinstatement Cost** means the full cost of reinstating the Premises, ancillary expenses and architects', surveyors' and other professional fees and expenses incidental thereto.
- 1.1.19 **Hazardous Substance** means any solid, liquid or gaseous substances having properties harmful to human health or adverse impact on the environment such as toxic substances, explosive, flammable, or ionizing radioactive substances or any other substance regulated by Environmental Laws.
- 1.1.20 **Insolvent** means, in relation to a person, that the person ceases to be able to pay its debts as they fall due or its assets are not sufficient to pay its debts. Any one or more of the following events is sufficient evidence for the purposes of the Lease of the inability of a person to pay its debts as they fall due: (a) the relevant person commencing composition or similar proceedings or entering into any composition or arrangement with its creditors or any of them or announcing publicly its intention to do so; or (b) the relevant person commencing its own bankruptcy proceedings; or (c) any creditor of the relevant person filing proceedings in any jurisdiction for its liquidation or administration.
- 1.1.21 **Insured Risks** means:
- (a) theft, fire, storm, tempest, flood, earthquake, lightning, explosion, accidental physical damage, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion, terrorism and malicious damage, bursting or overflowing of water tanks, apparatus or pipes;
 - (b) third party or public liability covering personal injury and death of any person and damage to or loss of any property (including property of AD Ports) arising in connection with the Lease or the use of the Premises by the Tenant, in an amount of not less than the amount stipulated by AD Ports from time to time by notice to the Tenant and, in the absence of stipulation by AD Ports, an amount that is consistent with international best practice;
 - (c) environmental risks, including gradual pollution by the Tenant or any Tenant Party; and

- (d) any other risks that AD Ports, acting reasonably, from time to time throughout the Term determines, subject to any exclusions, excesses, limitations, terms and conditions contained in any policy taken out by the Tenant and that are usual in the international insurance markets.
- 1.1.22 **Legal Requirements** means insofar as they apply to the Premises, all Applicable Law and all regulations, orders, codes of practice or delegated or subordinate legislation made thereunder, building regulations, fire and safety regulations and the regulations, requirements and by-laws of any municipality, local authority, national or public utility company or other authority.
- 1.1.23 **Lettable Unit** means any unit of accommodation at the Estate which AD Ports intends to be used for separate occupation;
- 1.1.24 **Liabilities/Liability** means (a) any Claims, demands, damages, losses, costs and expenses arising out of or incidental to (i) any breach by the Tenant of its covenants under the Lease, or (ii) the enforcement by AD Ports of the obligations of the Tenant under the Lease; and (b) any costs incurred by AD Ports in connection with any application for consent required by or made pursuant to the Lease (such costs to include reasonable management and professional fees and monitoring fees and expenses in connection with them), whether or not any amounts or matters are unascertained or unquantified at any relevant time.
- 1.1.25 **Payment Day** means each of 1 January, 1 April, 1 July and 1 October in each year (or such other quarterly payment days as AD Ports may decide).
- 1.1.26 **Payment Obligations** means all payments from time to time due from the Tenant to AD Ports under the Lease including the Rent and all other monetary obligations of the Tenant pursuant to any of the indemnities given by the Tenant to AD Ports, whether or not formally demanded.
- 1.1.27 **Premises** means the whole of the land and buildings described in the Particulars, and shown in more detail on the Premises Plans attached to the Lease at Appendix 1.
- 1.1.28 **Prohibited Materials** means any goods, materials, substances or products not in accordance with Applicable Laws or Legal Requirements or otherwise generally known or suspected in the construction or engineering industries at the time of use or specification (as appropriate) to be deleterious to health in humans or safety.
- 1.1.29 **Relevant Authority** means, as the context requires, the relevant and competent governmental and/or local authority and/or any service provider prescribed or approved by AD Ports and having jurisdiction over the Kizad and/or the Kizad Freezone (as applicable) (including the relevant Utility authorities or providers) in each case having jurisdiction over the relevant matter, (as applicable) the Department of Planning and Economy, the Land Registration Department of the Abu Dhabi Municipality, the Environmental Agency – Abu Dhabi, Department of Urban Planning and Municipalities, the Lease Disputes Settlement Committee or any other ministry, department, body, tribunal or local authority having jurisdiction over the Premises, and/or the Kizad and/or the Kizad Freezone (as applicable).
- 1.1.30 **Relevant Interest(s)** means any musataha, waqf, usufruct (intifa), lease, charge or other interest or right of a similar nature.
- 1.1.31 **Sales or Use Tax** means all taxes, excise taxes, sales added or value added taxes and use taxes (as defined in any relevant legislation in the relevant territory, as amended or re-enacted from time to time, and legislation supplemental to it) imposed or to be imposed upon any payment due to AD Ports pursuant to the Lease, at the rate in force when the relevant supply is made and includes any tax or taxes of a similar nature substituted for, or levied in addition to, such tax or taxes.
- 1.1.32 **Services** means the services described in Schedule 3.

- 1.1.33 **Service Media** means those parts of the Estate and the Premises comprising common water supply waste and soil pipes drains sewers gutters down pipes gas and other fuel pipes electricity and telephone cables wires and all other common conducting media plant and apparatus for the provision supply control and monitoring of services to or from the Premises and other common equipment but excluding any Tenant's service conduits installed beyond the service cut off points within the Premises.
- 1.1.34 **Tenant** means the party defined in the Particulars and includes its permitted successors and assignees.
- 1.1.35 **Tenant Parties** means contractors, shareholders, directors, officers, employees, agents and representatives of the Tenant and **Tenant Party** means any one of them.
- 1.1.36 **Third Party Approval(s)** means, in respect of any activity, all licences (including commercial trade licences), consents, approvals, no objection certificates, certificates and permits required from any Relevant Authority (or and delegated authority or governmental authority granted to AD Ports for such purpose) in respect of that activity in accordance with Applicable Law. If any Relevant Authority delegates to AD Ports any right to grant any licence, consent, approval, no objection certificate, certificate or permit on its behalf, the relevant licence, consent, approval or permit is considered a Third Party Approval. If AD Ports is granted any authority status under any legislation and, in that capacity it is empowered to grant any licence, consent, approval, no objection certificate, certificate or permit, the relevant licence, consent, approval, no objection certificate, certificate or permit is considered a Third Party Approval.
- 1.1.37 **UAE** means the Federation of the United Arab Emirates.
- 1.1.38 **Use Restrictions** means the use restrictions set out in Clause 7.
- 1.1.39 **Utilities** means water, steam, air, gas, sewage, drainage of storm water or groundwater, electricity, radio, television, telegraphic, telephone, telecommunications, supply of landfill and other services and supplies of any nature.

1.2 Interpretation

Unless there is something in the subject or context that is inconsistent in the Lease:

- 1.2.1 every covenant by a party comprising more than one (1) person is deemed to be made by the persons comprising that party jointly and by each of them severally;
- 1.2.2 **person** means any natural person or any firm, company, corporation or other entity, as the context requires;
- 1.2.3 **Party** means a party to the Lease and **Parties** means the parties to the Lease collectively;
- 1.2.4 any covenant by a Party to do any act or thing includes an obligation to procure that the act or thing is done;
- 1.2.5 any covenant by a Party not to do any act or thing includes an obligation not to permit or suffer the act or thing to be done;
- 1.2.6 any obligation on the Tenant is deemed to be an obligation on its Tenant Parties;
- 1.2.7 words denoting any gender include each other gender and words denoting the singular may denote the plural and vice versa, if the context requires;
- 1.2.8 references to Applicable Law, Legal Requirements, laws, regulations or requirements include references to any modification, extension or re-enactment thereof from time to time;

- 1.2.9 any reference to the right of AD Ports to have access to, or enter, the Premises (or any part thereof) extends to AD Ports, any manager of the Premises and all persons authorised by any of them, including their respective agents, professional advisers, contractors and workmen;
- 1.2.10 the words preceding include and including must not be read as limited by the words that follow;
- 1.2.11 if any provision in a definition of the Lease is a substantive provision conferring rights or imposing obligations then, notwithstanding that it is only in the interpretation Clause of the Lease, effect must be given to it as if it were a substantive provision;
- 1.2.12 **Particulars** means the table headed Part I - Particulars at the beginning of the Lease, **Clause** means a Clause or sub-Clause of these Standard Terms, **Schedule** means a Schedule attached to the Lease and Appendix means an **Appendix** to the Lease;
- 1.2.13 Capitalised terms which are not defined in Clause 1 shall have the meaning given to them in the Particulars;
- 1.2.14 Clause headings are inserted for convenience only and do not affect the interpretation of the Lease;
- 1.2.15 reference to the Lease or any other agreement or document is a reference to the Lease or that agreement or document as amended, modified or supplemented and in effect from time to time and includes a reference to any document that amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
- 1.2.16 all periods of time shall be based on and computed according to the Gregorian calendar;
- 1.2.17 a year is a period commencing from any day in a calendar year and ending on the day before the numerically corresponding day in the next calendar year;
- 1.2.18 reference to the Premises (unless the context requires otherwise) is a reference to each and every part of the Premises; and
- 1.2.19 any provision of the Lease requiring a Party to indemnify or reimburse the other Party must be read as an obligation to indemnify against or reimburse only the Party's actual costs, excluding any costs of funding or any opportunity costs.

2. CONFIRMATIONS AND WARRANTIES

- 2.1 The Tenant confirms that it has inspected the Premises and accepts them in the state and condition as at the Term Commencement Date and raises no objection in this regard.
- 2.2 The Tenant represents and warrants to the Landlord that: (a) it is duly incorporated under the laws of the jurisdiction in which it is incorporated; (b) it has the power to enter into and to exercise its rights and perform its obligations under the Lease; (c) it has taken all necessary action to authorise the execution of and the performance of its obligations under the Lease; (d) the obligations expressed to be assumed by it under the Lease are legal, valid, binding and enforceable; (e) neither execution nor performance of the Lease will contravene any provision of any existing law or regulation, its memorandum or articles of association; or any obligation (contractual or otherwise) which is binding upon it, or upon any of its assets.

3. RENT

- 3.1 The Tenant shall pay the Rent in advance on each Payment Day. The Tenant must pay the Rent by electronic transfer (or by such other method specified by AD Ports), to an account specified by AD Ports, from time to time. The first instalment of Rent shall be paid in advance on or prior to the Term Commencement Date.

- 3.2 All amounts payable by the Tenant under the Lease must be paid in the manner required by AD Ports and so that AD Ports (in each case) receives the full value in cleared funds on the date when the relevant payment is due. The Tenant must not exercise any right of set-off, deduction, abatement or counterclaim to reduce its liability for the Rent or any other amount payable under the Lease.

4. SECURITY DEPOSIT

- 4.1 On or before the signing of the Lease, the Tenant must pay (in the manner required by AD Ports) the Security Deposit to AD Ports.
- 4.2 The Tenant agrees that AD Ports may draw upon the Security Deposit for all Liabilities that AD Ports incurs as a result of or in any way arising from any breach, non-performance or non-observance of any of the Tenant's obligations under the Lease. A lien over the Security Deposit in favour of AD Ports automatically comes into effect on the occurrence of any event entitling AD Ports to terminate the Lease. AD Ports may at any time and as often as necessary make a deduction from the Security Deposit of any amount sufficient to compensate AD Ports for any default by the Tenant in meeting any Payment Obligations and for all Liabilities AD Ports incurs.
- 4.3 If AD Ports makes a deduction from the Security Deposit in accordance with the Lease, the Tenant must pay to AD Ports on demand an amount required to make up the Security Deposit to the amount of the Security Deposit before the deduction by such method of payment as AD Ports requires.
- 4.4 Within three (3) months after the expiry of the Term AD Ports shall return the balance of the Security Deposit (if any) to the Tenant after deducting all Payment Obligations and Liabilities owed by the Tenant to AD Ports at that time but, if AD Ports has any unquantified or unascertained Liabilities at that time, then AD Ports need not return the balance of the Security Deposit (if any) to the Tenant until one (1) month after the amount of the Liabilities have been quantified or ascertained and settled by the Tenant.

5. OUTGOINGS, UTILITIES AND SERVICES

5.1 Outgoings

The Tenant must pay, or indemnify AD Ports against, all existing and future rates, taxes, duties, charges, assessments, impositions and other outgoings whatsoever (from any type of source, description or character) which are now or at any time during the Term charged, levied, assessed or imposed upon, or payable in respect of, the Premises or upon the owner or occupier of the Premises or the business carried out at the Premises by the Applicable Law or any Relevant Authority during the Term] and, in the absence of a direct assessment on the Premises, the Tenant must pay to AD Ports a fair proportion (to be reasonably determined by or on behalf of AD Ports) of any such outgoings.

5.2 Utilities

The Tenant must:

- 5.2.1 pay all costs in relation to Utilities (including any service or Utility provided by AD Ports or any Affiliate of AD Ports) and all charges for sewage and environmental services consumed or used at the Premises, including any hiring charges, deposits, meter rents and standing charges; and
- 5.2.2 observe all present and future regulations and requirements of Utility Providers in respect of connection to and consumption of any Utilities consumed at or relating to the Premises. All connection charges for any Utilities shall be the Tenant's sole responsibility.
- 5.2.3 The Tenant acknowledges that AD Ports is not responsible for ensuring the availability of the Utilities at the Premises that the Tenant requires at the Premises in order to undertake the Fit-Out Works and any operations at the Premises, including the supply of Utility meters and any approvals in accordance with the requirements of any Utility provider or Relevant Authority.

5.2.4 The Tenant assumes the risk of any delay, supply interruption, change in the terms, grant of approval and subsequent cost(s) of any Utility Provider or Relevant Authority in providing a Utility.

5.3 Services

The Tenant must pay, or indemnify AD Ports against, a fair proportion (to be determined by AD Ports in its sole discretion) of all costs incurred by AD Ports in providing the Services pursuant to Clause 18.

5.4 Payment of Sales or Use Tax and Invoicing

5.4.1 An obligation to pay money includes an obligation to pay any Sales or Use Tax chargeable in respect of that payment.

5.4.2 All sums payable by the Tenant under the Lease are exclusive of Sales or Use Tax. The Tenant shall pay to AD Ports any Sales or Use Tax arising on all sums payable by the Tenant under the Lease in addition to such sums. AD Ports shall issue a tax invoice (or other appropriate invoice) in respect of any Sales or Use Tax payable by the Tenant under the Lease containing the information prescribed by law and within such time as may be required by law.

5.4.3 If any amount to be paid or reimbursed to AD Ports under the Lease is subject to any payment, deduction or withholding for any present or Sales or Use Tax, the Tenant must pursuant to Applicable Law pay the additional amount to the appropriate Relevant Authority or to AD Ports (in which case the payment will be grossed-up to leave AD Ports in the same after-tax position as it would have been in if the additional amount had not been required to be made by it).

6. REPAIRS

6.1 In the event of any damage to the Premises, unless required in an emergency, the Tenant shall not undertake, or permit to be undertaken, any repairs in relation to that damage without first having informed AD Ports in writing as soon as possible. The Tenant must use only appropriate materials, methodologies and suitably qualified contractors.

6.2 The Tenant shall keep the Premises (including any external areas, windows or window frames and all other glass), the Car Parking Spaces and Loading Area in a clean and tidy condition, free from all waste and rubbish and take all practical steps to keep the Premises clear of rats, mice and other pests.

7. USE RESTRICTIONS

7.1 Hazardous Substance

The Tenant shall:

7.1.1 not keep in the Premises any Hazardous Substance other than strictly in accordance with the manufacturers or suppliers requirements and recommendations for the safe keeping of such Hazardous Substance and in accordance with all Applicable Laws; and

7.1.2 maintain a register of any Hazardous Substances kept on the Premises and allow AD Ports upon request to inspect such register to ensure that the Tenant is in compliance with its covenants under the Lease.

7.2 Machinery and Restrictions on Use

The Tenant shall not keep or operate in the Premises any machinery which is unduly noisy or causes vibration, or which is likely to annoy or disturb any owner or occupier of any Adjoining Property or for any purpose which may be or become or cause a nuisance or damage any person or property.

7.3 No loading or unloading other than in the Loading Yard

7.3.1 Subject to Sub-Clause 7.3.2 below, the Tenant shall not load or unload vehicles except in the Loading Yard.

7.3.2 The Tenant may load and unload vehicles outside the Loading Yard provided that the vehicles do not block access to other warehouse units or common service roads. AD Ports reserves the right to stop any loading and unloading process of the Tenant at any time at AD Ports' sole discretion.

7.4 Vehicle Parking

The Tenant shall not park cars or other vehicles save in the Car Parking Spaces and in those other areas designated by AD Ports from time to time.

7.5 No overloading floors and services

The Tenant shall not:

7.5.1 overload the floors of the Premises beyond their design criteria nor suspend any excessive weight from any ceiling, roof, stanchion, structure or wall of the Premises nor overload any Utility in or serving the Premises; or

7.5.2 do anything which may subject the Premises to any strain beyond that which they are designed to bear (with due margin for safety).

7.6 No discharges into Conduits

The Tenant shall not discharge into any Conduit any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger, or which might damage any Conduit or the drainage system of the Premises, the storm water storage tank serving the Premises or any Adjoining Property.

7.7 No disposal of refuse

The Tenant shall:

7.7.1 not accumulate or deposit on or in any part of the Premises, the Estate or Kizad any refuse, rubbish or trade empties of any kind other than other than in refuse areas specifically designated (if any) by AD Ports (which for the avoidance of doubt shall not be used for the disposal of any trade waste), and shall not burn any refuse or rubbish on or in the Premises or the Estate; and

7.7.2 subject to Clause 7.8 make arrangements for the collection, disposal and treatment (if applicable) of any trade waste. The disposal of all waste from the Premises shall be the Tenant's sole responsibility.

7.8 Recycling arrangements

The Tenant shall comply with the requirements of AD Ports' waste strategy and that of the Urban Planning Council's Estidama guidelines promulgated from time to time including where requested to do so arranging for the separation of Tenant's waste for recycling purposes.

7.9 No importation of waste

The Tenant shall not store or import waste on or in the Premises.

8. YIELD UP

8.1 Immediately prior to the expiration of the Term, the Tenant, at its own cost, must:

- 8.1.1 replace any of AD Ports' fixtures and fittings which shall be missing, damaged or destroyed, with new ones of similar kind and quality or, at the option of AD Ports, pay to AD Ports an amount equal to the cost of replacing any of them;
- 8.1.2 remove from the Premises any sign, writing or painting of the name or business of the Tenant or any occupier of them and all Tenant's fixtures, fittings, furniture and effects and make good, to the reasonable satisfaction of AD Ports, all damage caused by such removal; and
- 8.1.3 if required by AD Ports, remove and make good any alterations or additions made to the Premises during the Term (or any preceding period of occupation), and well and substantially reinstate the Premises in such manner as AD Ports shall direct.

At the expiration of the Term, the Tenant shall instruct, at its own cost, a surveyor to inspect the Premises and provide a written report addressed to AD Ports stating that the matters referred to in Clause 8.1 have been dealt with. AD Ports has the right to be present at the inspection and the Tenant shall promptly provide AD Ports with a copy of the surveyor's report; and quietly yield up the Premises to AD Ports in good and substantial repair and condition and in accordance with the Tenant's obligations under the Lease.

9. TERMINATION

9.1 Termination by AD Ports upon an Event of Default

- 9.1.1 Upon the occurrence of any Event of Default, AD Ports may (without prejudice to any right or remedy available to it under the Lease or under Applicable Law) terminate the Lease immediately by giving written notice to the Tenant and exercise the rights and remedies detailed in Clause 9 of the Standard Terms.
- 9.1.2 In the event of early termination of the Lease for any reason, AD Ports and all others authorised by it may, at any time on or after the date of termination (but subject to Clause 9.1.3), retain the Security Deposit, re-enter the Premises, remove all persons and any property of the Tenant therefrom, whether or not by any available action or proceeding at law, and repossess and enjoy the Premises and any modifications made to it, and the Tenant must pay or reimburse AD Ports all costs associated with the exercise by AD Ports of its rights under this Clause 9.1.2.
- 9.1.3 If AD Ports exercises its rights under Clause 9.1.2, then AD Ports must allow the Tenant access to the Premises for a reasonable period necessary to remove the Tenant's property, and at the start of that period and the Tenant must pay to AD Ports an amount equivalent to all the Payment Obligations due, and all Liabilities arising out of any default of the Tenant before the date of termination and. Any of the Tenant's property left in the Premises is deemed to be abandoned and AD Ports may dispose of it as agent for the Tenant and apply any proceeds in remedying any default by the Tenant in the performance or observance of its obligations under the Lease and to the extent that the proceeds are not sufficient to compensate AD Ports in respect of any Liabilities it incurs or has incurred, the Tenant must pay the difference to AD Ports.

9.2 Consequences of termination

- 9.2.1 The exercise by AD Ports of any right or remedy under any other agreement does not preclude AD Ports from exercising any right or remedy it has under the Lease or under the Applicable Law.
- 9.2.2 Early termination of the Lease is without prejudice to rights and liabilities of the Parties which have accrued up to the date of termination, including AD Ports' right to claim damages from the Tenant in respect of the Tenant's failure to comply with any of its obligations under the Lease.

9.2.3 Any termination of the Lease for whatever reason will be subject to the Yield Up obligations in Clause 8. Any failure by the Tenant to comply with Clause 8 shall entitle AD Ports to exercise the rights and remedies detailed in Clauses 9.1.2 and 9.1.3.

9.2.4 The provisions of this Clause 9 and any others that are necessary for the exercise of accrued rights or remedies survive expiry of the Term or termination of the Lease.

10. FIT-OUT WORKS

10.1 The Tenant must keep AD Ports indemnified from and against any breach or non-performance of any conditions that may be imposed by any Applicable Laws, Legal Requirements, Third Party Approvals or Relevant Authorities (including planning permission or building regulations) relating to the Fit-Out Works and against any claim by an adjoining owner or occupier or member of the public or other person arising out of, or incidental to, the execution of the Fit-Out Works and from any loss, damage or expense suffered by AD Ports resulting from the carrying out of the Fit-Out Works.

10.2 The Fit-Out Works shall not constitute or be deemed to be improvements in respect of which any claim for compensation shall at any time be made by the Tenant.

11. ALTERATIONS

11.1 The Tenant must not alter, cut into or remove any of the principal or load bearing walls, floors, beams or columns in or enclosing the Premises or carry out any other structural alterations without the prior written consent of AD Ports (such consent not to be unreasonably withheld or delayed) nor shall it carry out any alterations or additions incapable of being fully reinstated at the expiry or sooner determination of the Term.

11.2 The Tenant must not make any alteration or addition to any of the AD Ports' fixtures or to any centrally controlled systems in the Premises or to any of the Conduits that do not exclusively serve the Premises.

11.3 Except as permitted by the Fit-Out Works, the Tenant shall not make any alteration or addition of a non-structural nature to the Premises nor to any Conduits exclusively serving the Premises without the prior written consent of AD Ports, provided that such consent shall not be required for purely decorative changes or changes to free standing racking or storage systems provided that the floor of the Premises shall not be overloaded.

11.4 The Tenant must not erect or display on the Premises so as to be seen from outside the Premises, any advertisement, poster, notice, pole, flag, aerial or other sign or thing whatsoever without the prior written approval of AD Ports.

12. QUIET ENJOYMENT

12.1 Subject to Clause 12.2, AD Ports agrees with the Tenant that the Tenant, performing and observing all of its obligations in the Lease, may peaceably access, use and enjoy the Premises subject to the terms of the Lease during the Term without any interruption by AD Ports or AD Ports Parties. AD Ports is not liable to the Tenant for any breach of its obligation under this Clause 12 unless and until the Tenant gives notice to AD Ports specifying the particulars of the breach and the steps required to rectify it and AD Ports subsequently fails within a reasonable time to take the requisite steps to rectify the breach.

12.2 AD Ports may upon the provision of reasonable notice to the Tenant inspect the Premises to ensure to confirm Occupational Health, Safety, Security and Environment (HSSE) compliance and compliance with the terms of the Lease. The Tenant shall cooperate with such inspection/s.

13. NOTIFICATION BY THE TENANT

The Tenant must immediately notify AD Ports in the case of any fire or accident or defect in the Premises.

14. COMPLIANCE WITH AD PORTS'S NOTICES

If AD Ports notifies the Tenant of any defect, want of repair or any other breach of the Tenant's obligations under the Lease, the Tenant must make good the defect or address the want of repair or remedy the breach (as applicable) to the reasonable satisfaction of AD Ports and within a timeframe set out in any notice provided by AD Ports. If the Tenant fails to commence and then comply with the notice (and within the period prescribed by AD Ports in such notice), AD Ports may enter the Premises and carry out, or cause to be carried out, any of the works referred to in the notice and the Tenant must promptly pay to AD Ports all costs and expenses incurred as a result.

15. AD PORTS'S COSTS

15.1 Within fifteen (15) days of written demand, the Tenant must pay, or indemnify AD Ports, all proper costs, fees, charges, disbursements and expenses properly incurred by AD Ports, including those payable to its professional advisors:

15.1.1 in relation to, or in 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;

15.1.2 in relation to, or in contemplation of, the approval of any Fit-Out Works or other alterations for which AD Ports' consent is required under the terms of the Lease; and

15.1.3 in connection with the recovery or attempted recovery of arrears of the Rent or other sums due from the Tenant or in procuring the remedying of the breach of any covenant by the Tenant.

16. APPLICABLE LAW REQUIREMENTS

The Tenant must, at its expense, comply with all Applicable Law and Legal Requirements.

17. INSURANCE

17.1 Tenant to insure

The Tenant must throughout the Term insure and keep insured with reputable insurers licensed to transact business in the UAE, subject to any exclusions, excesses, limitations, terms and conditions required by the insurers against loss or damage by the Insured Risks, such insured risks to include damage by water causes by sprinkler leakage or malfunction; Tenant's contents insurance; Tenant's civil liability insurance; Tenant's business interruption insurance for a period of at least two (2) years; and annual workers' compensation insurance and employer's liability insurance covering the Tenant's workers at the Premises, (together the **Tenant Policies of Insurance**, each a **Tenant Policy of Insurance**), and must punctually pay all premiums and all deductibles payable in connection with all Tenant Policies of Insurance.

17.2 Tenant's obligations in relation to insurance

17.2.1 The Tenant must not do anything which may render void or voidable the insurance of AD Ports on the Premises or which may cause insurance premiums to be increased.

17.2.2 The Tenant must adopt such precautions against the Insured Risks as AD Ports or its insurers may reasonably require.

17.2.3 If the insurance of AD Ports is vitiated by the Tenant, the Tenant shall pay to AD Ports on demand a sum equal to the amount of the insurance monies which has in consequence become irrecoverable.

17.2.4 The Tenant must not insure the Premises for any of the Insured Risks in such a manner as would permit the insurer of AD Ports to average the proceeds of insurance or cancel insurance cover.

17.2.5 Upon signing the Lease, the Tenant must provide AD Ports with a copy of all Tenant Policies of Insurance together with evidence that the insurance premiums have been paid.

17.2.6 The Tenant must give notice to AD Ports immediately on the happening of any event or thing which might affect any insurance policy relating to the Premises.

17.3 Damage to the Premises

If the Premises or any part of them are damaged or destroyed so as to render the Premises or any part of them unfit for beneficial use and occupation or inaccessible, then AD Ports has the right to reinstate and rebuild the Premises. If the Premises are reinstated or rebuilt by AD Ports within six (6) months of the relevant event of damage or destruction so as to be accessible and ready to receive the Tenant's fit out works, the Tenant shall fit out the Premises within three (3) months of the date that the Premises are reinstated or rebuilt. If the Premises are not reinstated or rebuilt by AD Ports within six (6) months of the relevant event of damage or destruction or, if earlier, the end of the relevant Term or Renewed Lease Term in which the Event of Damage or Destruction occurred, then AD Ports may terminate the Lease with immediate notice upon giving notice to the Tenant without the need to obtain a court order. Termination does not prejudice any claim that either Party may be entitled to for any previous breach of covenant or for an amount previously accrued due. If AD Ports terminates the Lease, AD Ports is not required to apply any of the insurance monies in reinstating or rebuilding the Premises and the insurance monies belong solely to AD Ports.

17.4 Payment of insurance money refused

If payment of any insurance money is refused as a result of an act or default of the Tenant, or occupier of any part of the Premises or any of the Tenant Parties, the Tenant shall pay an amount equal to the sum refused to AD Ports within fourteen (14) days of demand.

17.5 Benefit of other insurances

If the Tenant is entitled to the benefit of any insurance covering any part of the Premises, the Tenant must apply any money received from that insurance in making good the loss or damage for which it is compensated.

17.6 Insurance becoming void

To the extent that the requirements of any policy of insurance referred to in this Clause 17 have been notified to the Party who is not an insured party under the policy, that Party must not do or omit to do:

17.6.1 anything that could cause any policy of insurance covering the Premises any Adjoining Property to become wholly or partly void or voidable or any sums payable under the relevant policy to be withheld in whole or in part; or

17.6.2 anything whereby any abnormal or loaded premium might become payable in respect of the relevant policy, unless the relevant Party has previously notified the other Party and agreed to pay the increased premium,

and, in any event, the Tenant must pay to AD Ports on written demand all expenses incurred by AD Ports in renewing any such policy.

17.7 Waiver of rights of subrogation and AD Ports to be named as co-insured

17.7.1 The Tenant must ensure that the relevant insurer waives all rights of subrogation against AD Ports and AD Ports Parties in respect of the Tenant Policies of Insurance.

17.7.2 Each Tenant Policy of Insurance must (i) name AD Ports as a co-insured, (ii) contain a cross liability clause so that it applies to the Tenant and AD Ports (and any other co-insured parties) as separate insured parties and, (iii) in the case of public liability or third party liability insurance, include an endorsement to the effect that the policy provides primary cover to each of the insured parties.

17.8 Cancellation or non-renewal notice

In respect of any policy of insurance that can be cancelled by the insurer(s) before the expiry of its term or that is subject to renewal, the Tenant must procure that the insurer(s) agree(s) to give AD Ports not less than 30 days' notice in writing of any intention to cancel or, where renewal is contemplated, any intention to refuse renewal.

18. SERVICES

18.1 AD Ports may in its sole discretion and to the extent it deems it necessary provide the Services throughout the Term.

18.2 AD Ports shall not be liable for any interruption in any of the Services caused by prudent repair, replacement, renewal, maintenance or testing of any installation or by any mechanical breakdown or any other cause beyond AD Port's control.

18.3 AD Ports may withhold, extend or vary any of the matters previously performed as Services if it reasonably considers it is in the interests of good estate management to do so.

19. DEALINGS

19.1 AD Ports is free to transfer, assign, mortgage, charge, novate or otherwise deal with the whole or any part of its interest in the Premises or this Lease or (to the extent permitted by Applicable Law) grant any Relevant Interest in or to the Premises (or any part thereof) at any time, but any dealing is subject to the terms of this Lease. The Tenant hereby consents to any such dealing by AD Ports.

19.2 The Tenant must not assign, novate, transfer or charge (or purport to assign, sub-lease, share occupation, novate, transfer or charge), or otherwise dispose of, or deal with, its interest in the Premises or this Lease. A Change of Control shall be deemed an assignment for the purposes of this clause 19.2.

20. NOTICES

20.1 Any notice given or made by or to AD Ports or the Tenant under the Lease must be in writing and served by delivering it by hand or courier, to the recipient at its address listed in the Particulars (or any other address subsequently advised to the other Party in writing from time to time). A notice is deemed to be received:

20.1.1 if delivered by hand, at the time of delivery; and

20.1.2 if delivered by a courier, on the date of delivery as evidenced by the records of the courier; and

provided, in each case, that the deemed day of receipt is not a statutory public holiday or a day on which banks in Abu Dhabi are closed for the conduct of non-automated business (if it is, delivery of the notice is deemed to be received on the next day that is not a statutory public holiday and on which banks in Abu Dhabi are open for the conduct of non-automated business).

SCHEDULE 1
RIGHTS GRANTED

1. Subject to the Kizad Rules, and to any temporary interruption for repairs, alterations or replacements, the right, in common with AD Ports and all persons having a similar right, to use the common parts of Kizad designated by AD Ports from time to time for all proper purposes in connection with the use and enjoyment of the Premises.
2. Subject to any temporary interruption for repairs, alterations or replacements, the right to the passage of any of the Utilities to and from the Premises through any relevant Conduits which are now or may be in, under, or over any other part of the Premises, in each case so far as any of the same are necessary for the reasonable use and enjoyment of the Premises.
3. The right in common with others to use the areas so designated by AD Ports for the deposit of all rubbish and refuse in proper receptacles for collection.
4. The right to use the Car Parking Spaces for parking cars.
5. The right to use the Loading Area to load and unload goods to and from the Premises.

SCHEDULE 2 EXCEPTIONS AND RESERVATIONS

The following rights and easements are excepted and reserved out of the Premises for the benefit AD Ports and all other persons authorised by it or having the like rights and easements:

1. ENTRY

- 1.1 The right at all reasonable times upon reasonable prior notice (except in cases of emergency) to enter the Premises (with all necessary materials, equipment, appliances and workmen) and/or carry out works in order to:
- 1.1.1 inspect, clean, maintain, repair, connect to, remove, lay, renew, relay, replace, alter or execute any works to or in connection with any pipes, valves, Conduits, lines, works, facilities, equipment, devices or services in or accessible from (or that AD Ports wishes to lay, build or undertake in or near to) the Premises;
 - 1.1.2 execute repairs, decorations, alterations or any other works, and to make installations to, any Adjoining Property;
 - 1.1.3 affix and retain on the Premises notices for the sale or re-letting of the Premises;
 - 1.1.4 conduct random verification of any employee records related to working conditions and occupational health and safety in the workplace;
 - 1.1.5 view the state and condition of the Premises;
 - 1.1.6 perform and/or exercise any of AD Ports' rights and obligations under the Lease;
 - 1.1.7 carry out any other activities connected with the interest of AD Ports in relation to the Premises, Kizad, and the Estate,; and
 - 1.1.8 satisfy any Legal Requirements to which the Premises or any Adjoining Property (or, in each case, any part thereof) is subject.
- 1.2 The right to erect scaffolding for the purpose of repairing any present of future building erected on any Adjoining Property, or in connection with the exercise of any of the rights mentioned in this Schedule 2, even if the scaffolding may temporarily restrict the access to, or enjoyment or use of, the Premises.

2. LIGHT AND AIR ETC.

Any rights of light, air, support, protection and shelter or other easements and rights now, or after the date of the Lease, belonging to, or enjoyed by, any Adjoining Property (or any part).

3. BUILDING ON ADJOINING PROPERTY

The right at any time and without compensating the Tenant, to build on, re-develop or execute any works to any Adjoining Property or any buildings thereon in such manner as the person exercising the right shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the amenity of the Premises (or any part thereof) or the passage of light and air to the Premises (or any part thereof).

4. SUBJECTIONS

This Lease is granted subject to any rights, easements, reservations, covenants, restrictions and encumbrances and other matters of whatever nature (a) affecting the Premises as at the Term Commencement Date; (b) permitted by the Lease or imposed by any Relevant Authority; and (c) permitted by or referred to in the Kizad Rules, and the Tenant is deemed to have full knowledge of such matters and shall not raise any objection or requisition in respect of them.

SCHEDULE 3 SERVICES

1. Inspecting, maintaining and repairing, altering, rebuilding and renewing and, where appropriate, treating, washing down, painting and decorating all parts of the Estate not comprised in any Lettable Unit including the Common Parts and the Retained Parts.
2. Inspecting, maintaining, repairing, cleaning, emptying, altering and renewing all Service Media.
3. Keeping the Common Parts properly cleaned, treated, maintained, repaired and adequately lit.
4. Supplying, whether by purchase or hire, and maintaining, renewing replacing, repairing and servicing all fixtures and receptacles, appliances, materials, equipment, plant and other things reasonably necessary for the maintenance, upkeep or cleanliness of the Estate or otherwise in connection with the provision of the Services.
5. Providing a security service to the Common Parts.
6. Implementing any pest infestation control in the Common Parts.
7. Any other services relating to the Estate provided by AD Ports from time to time which shall be:
 - (a) reasonably capable of being enjoyed by the occupier of the Premises; or
 - (b) reasonably calculated to be beneficial and relevant to the overall interests of the Estate, its occupiers and their customers; or
 - (c) appropriate for the maintenance, upkeep or cleanliness of the Estate; or
 - (d) otherwise in keeping with the principles of good estate management,

and any reference in this Schedule to renewal includes renewal, in accordance with the principles of good estate management, of the relevant part of the Estate which is beyond its natural life even if it is not malfunctioning.