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as Landlo	as Landlord							
and	and							
as Tenant								
FOR PREMISES AT								
QATAR S	QATAR SCIENCE & TECHNOLOGY PARK							

• • • • LEASE DETAILS

Landlord	Qatar Foundation for Education, Science and Community Development (the "Landlord")
Tenant	
Premises	[The entirety of Building] [Unit located on the floor of the Building] (the " <u>Premises</u> "), as shown on the diagram attached as <u>Schedule "A-1"</u> to this Lease Agreement
Building Site	That portion of the QSTP Free Zone (the " <u>Building Site</u> ") as shown on the diagram attached as <u>Schedule "A-2"</u> to this Lease Agreement
Site	That portion of the QSTP Free Zone (the <u>"Site"</u>) as shown on the diagram attached as <u>Schedule "A-3"</u> to this Lease Agreement
Security Deposit	An amount equal toQR, being the same as the amount of Rent for each three (3) month period during the term of this Lease Agreement (the <u>"Security Deposit"</u>)
Rent	The sum ofQR for each three (3) month period during the term of this Lease Agreement (the <u>"Rent"</u>)
Service Charge	The charge (the <u>"Service Charge"</u>) due by the Tenant to the Landlord, in addition to the Rent and any Facility and Utilisation Charges, in accordance with the terms and provisions of the appropriate Schedule as indicated by an X below:
	Schedule "B-1" entitled "Service Charge (Single-User)" [to be selected in the event that the Premises constitute the entire Building of which the Tenant is to be the sole tenant]
	<u>Schedule "B-2"</u> entitled "Service Charge (Multi-Occupancy)" [to be selected in the event that the Premises constitute a portion of the Building in which there are intended to be multiple tenants]
Facility and Utilisation	
Charges	The charges (the <u>"Facility and Utilisation Charges"</u>) due to the Landlord by the Tenant for any services separately contracted for by the Tenant from the Landlord, being any services other than those

services included in the Service Charge

)	•	0	0	Commencement Date	, 200_ (the <u>"Commencement Date"</u>)
				Expiry Date	, 20 (the "Expiry Date")
				License	[Restricted/Service] License (<u>"License"</u>) issued under the QSTP Free Zone Regulations to the Tenant
				Law	That certain Law No. (36) of the Year 2005 of the State of Qatar (the "QSTP Free Zone Law") relating to the establishment and management of the QSTP Free Zone, a copy of which (as translated into English) is attached as Exhibit A to the QSTP Free Zone Regulations
				QSTP Free Zone	
				Regulations	Those regulations promulgated under the QSTP Free Zone Law governing the conduct of business and other activities within the QSTP Free Zone (the "QSTP Free Zone Regulations"), a copy of which has been provided by the Landlord to the Tenant
				QSTP Free Zone	The area established under the QSTP Free Zone Law for the Qatar Science & Technology Park (the "QSTP Free Zone")
				Notice Addresses	Landlord Qatar Foundation for Education, Science and Community Development Education City (Physical Address) P.O. Box 5825 Doha, State of Qatar Attention: Managing Director, Qatar Science & Technology Park Telephone: (974) 454-7070 Facsimile: (974) 454-7011
					<u>Tenant</u>
					(Physical Address)
					P.O. Box
					Doha, State of Qatar Attention:
					Telephone: (974)
					Facsimile: (974)

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LEASE TERMS

These Lease Terms set out the terms on which the Landlord leases the Premises to the Tenant.

1. Definitions

The following terms as used in this Lease Agreement (as hereinafter defined) have the meanings ascribed to them below. Other capitalized terms used in these Lease Terms have the meanings ascribed to them in the Lease Details:

<u>Affiliate</u>: means any company or legal entity in which the Tenant owns, directly or indirectly, fifty per cent (50%) or more of the voting shares or rights, and any company or legal entity which owns, directly or indirectly, fifty per cent (50%) or more of the voting shares or rights of the Tenant.

<u>Building</u>: means the building identified in the definition of the Premises in the Lease Details, in which the Premises form part (in the case of a Multi-Occupancy Lease) or all (in the case of a Single-User Lease), and refers to each and every part of the Building, the parking lot(s), loading area(s), service road(s) and all other areas, the use and enjoyment of which is appurtenant to the Building, whether or not within the structure of the Building.

<u>Civil Defense Law</u>: means Law No. (13) of 1997 as amended, modified or replaced by any subsequent legislation from time to time as well as any regulations or directives thereunder or in relation thereof.

<u>Common Areas</u>: means, in the case of a Multi-Occupancy Lease, those areas of the Building (whether or not within the structure of the Building) to be used in common by any of the Tenant, other tenants and occupiers of the Building, the Landlord, and those properly authorized or permitted by them so to do, and Common Areas includes, but without limitation, any atria, entrance halls, corridors, lobbies, staircases, lavatories, access ways, passages, elevators/lifts, escalators, courtyards, ramps, services areas and other such amenities, but excludes any such parts as may be within the Premises.

<u>Conducting Media</u>: means any of the drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains.

Disposition: means an assignment, charge, transfer, sublease, or surrender of any under-lease.

Event of Insolvency: as is defined in Clause 7.2.

<u>Insured Risks</u>: means the risks and other contingencies against which the Premises and the Building are required to be, or which may from time to time be, insured under this Lease Agreement, including <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u>, as applicable, but subject to any exclusions, limitations and conditions in the policies of insurance.

<u>Lease Agreement</u>: means, and consists of, the Lease Details, the Lease Terms and any exhibits and/or schedules so agreed by the Parties.

Lease Period: means the period commencing with the Commencement Date through the Expiry Date.

<u>Multi-Occupancy Lease</u>: means this Lease Agreement if and only if <u>Schedule "B-2"</u> applies for purposes of the Service Charge.

<u>Parties</u>: means, collectively, the Landlord and the Tenant and, where the context requires, their respective successors and assigns.

<u>Permitted Use</u>: means the use of the Premises by the Tenant as is permitted under the terms of the License.

<u>Premises</u>: means the premises situated at the QSTP Free Zone, as more particularly described in the Lease Details and <u>Schedule "A-1"</u>, and refers to each part of the Premises, any and all improvements and additions made thereto, all fixtures, fittings and appurtenances in the Premises, and all equipment, machinery and plant within and exclusively serving the Premises (including, without limitation, raised access floor, suspended ceiling, life safety systems, HVAC equipment and plant room equipment). In the case of a Multi-Occupancy Lease only, the term "Premises" excludes the structural parts, load bearing framework, roof, foundations, joists and external walls, and machinery and plant within but not exclusively serving the Premises. (While the Landlord may provide a detailed diagram and/or listing of the Premises on <u>Schedule "A-1"</u> as a courtesy to the Tenant for purposes of clarifying the Tenant's maintenance and repair obligations with respect to the Premises, failure of the Landlord to provide any diagram and/or listing on <u>Schedule "A-1"</u> does not affect the Tenant's maintenance obligations with respect to the Premises which are governed by the relevant provisions of this Lease Agreement. In the event that <u>Schedule "A-1"</u> includes a list of additional furniture and/or equipment leased by the Landlord to the Tenant, the term "Premises" also includes such additional furniture and/or equipment.)

QR: means Qatari Riyals, the lawful currency of the State of Qatar.

Rent: means the Rent (not including the Service Charge) as set out in the Lease Details.

<u>Single-User Lease</u>: means this Lease Agreement if and only if <u>Schedule "B-1"</u> applies for purposes of the Service Charge.

Total Fees: means the sum of the Rent and the Service Charge.

2. Commencement, Expiry and Renewal

2.1 Commencement and Expiry

This Lease Agreement shall come into force and effect on the Commencement Date and, subject to earlier termination under <u>Clause 7</u> hereof, shall expire on the Expiry Date.

2.2 Renewal

If the Tenant wishes to renew this Lease Agreement, this Lease Agreement may be renewed on the mutual written agreement of the Parties for an additional term on the same or different terms and conditions as contained in this Lease Agreement and at a rent to be agreed, it being agreed that the rent for any additional term will in no event be less than the Rent paid immediately prior to the Expiry Date. Should the Parties fail, at least sixty (60) days prior to the Expiry Date, to agree on the terms and conditions (including the rent) for an additional term, the Tenant shall vacate and hand over the Premises to the Landlord in strict accordance with Clause 6.6 hereof.

3. The Total Fees and Security Deposit

3.1 Total Fees

The Tenant shall pay to the Landlord during the Lease Period, the Total Fees (comprising the Rent for the Premises and the Service Charge) on the first day of each quarter during the Lease Period. The Landlord may elect to have the payment dates for the Total Fees coincide with the calendar quarters, in which case the Landlord will (in the event the Commencement Date does not coincide with the beginning of a calendar quarter) advise the Tenant of the pro rata amount of the Total Fees to pay for the portion of the calendar quarter commencing on the Commencement Date.

3.2 Security Deposit

The Tenant shall deliver the Security Deposit to the Landlord on the Commencement Date. The Security Deposit shall be held by the Landlord in accordance with any applicable laws regarding tenant security deposits. Within ninety (90) days after termination of this Lease Agreement, the Landlord shall return to the Tenant any balance of the Security Deposit remaining after application thereof by the Landlord to any Rent, Service Charge, Facility and Utilization Charges or other fees owing by the Tenant to the Landlord.

4. The Premises

4.1 Lease of Premises

In consideration of the Total Fees to be paid and the duties and obligations to be performed and observed by the Tenant as provided in this Lease Agreement, and on the terms and subject to the conditions of this Lease Agreement, the Landlord hereby leases to the Tenant, and the Tenant hereby accepts a lease from the Landlord of the Premises free and clear of all liens, together with all the following easements, rights and privileges:

- 4.1.1 Full right and liberty in connection with the use and quiet enjoyment of the Premises for the Tenant, its customers, contractors, suppliers, employees, invitees and licensees subject always to the terms and conditions of this Lease Agreement.
- 4.1.2 The right of passage of electricity, water, soil, drainage, air, smoke or other effluvia to and from the Premises through the Conducting Media passing along, through or over, upon or under the Premises.
- 4.1.3 The right of access over roadways and walkways at all times to the Premises.
- 4.1.4 All easement, rights and privileges over and from the adjacent areas and buildings for the benefit of the use of the Premises.
- 4.1.5 The right to parking in accordance with <u>Clause 10.11</u> hereof.

4.2 Exceptions and Reservations

The lease of the Premises by the Landlord to the Tenant is always subject to the following:

- The Landlord has full right and liberty at all reasonable times during the term of this Lease Agreement after giving reasonable written notice to the Tenant (except in the case of an emergency where no notice is required) to enter upon the Premises with or without appliances and workmen and others to view the state and condition of the Premises and to repair and maintain and clean, alter, renew, remove or install such Conducting Media serving the Building: to alter, maintain or repair the Building or the adjoining premises or property of the Landlord; to comply with an obligation to any third party having legal rights over the Building and the Premises; in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease Agreement; or in connection with the development of the remainder of the Building or any adjoining or neighbouring land, buildings or premises, including the right to build on or into or in prolongation of any boundary wall of the Premises, without payment of compensation for any nuisance, annoyance, inconvenience or damage caused to the Tenant, subject to the Landlord (or other person so entering) exercising the right in a reasonable manner and making good any damage caused to the Premises without unreasonable delay. The persons exercising such rights should ensure that inconvenience is limited in so far as is practicable and that access to the Premises is not in so far as is practicable unduly obstructed.
- 4.2.2 The Landlord has the absolute right to exercise any powers that may be granted to it by any and all laws and regulations of the State of Qatar or any relevant municipal or other authority, including, without limitation the QSTP Free Zone Law and the QSTP Free Zone Regulations.
- 4.2.3 The Landlord has full right and interest in and to the free and uninterrupted passage of water, soil, gas, air, drainage, electricity, telephone, computer and any other service or supply through any Conducting Media now or hereafter existing in, under or upon the Premises.
- 4.2.4 The Landlord has full right, title and interest in and to existing Conducting Media, equipment, fixtures and other property which are located in, under, upon or over the Premises together with reasonably-required easements and right of way in, upon, across, over and under those portions of the Premises on which these Conducting Media, equipment, fixtures and other property are located, for the purpose of their maintenance, operation, repair, replacement, construction and use. The persons exercising such rights should ensure that inconvenience is limited in so far as is practicable and that access to the Premises is not in so far as is practicable unduly obstructed. It being understood among the Parties hereto that the Landlord's reservations are not intended to preclude the Tenant from using and/or occupying the surface of the reservations lying within the Premises nor to determine which Party is liable for maintenance thereof (liability for maintenance for Conducting Media, equipment, fixtures and other property being allocated pursuant to other provisions of this Lease Agreement).
- 4.2.5 The Landlord has easement and right of way upon, over, under, across and in the Premises and the easements to the extent reasonably required for the purposes of exercising any and all of the Landlord's rights and performing any of the Landlord's obligations under this Lease Agreement.
- 4.2.6 The exceptions and reservations by the Landlord are for the benefit of itself, its successors and assigns, and all persons holding under or through the Landlord provided however that the Landlord, in its exercise of its rights to, in and under any such reservations, shall not cause or allow to be caused damage to, and shall not allow anyone to materially

interfere with, the Tenant's Permitted Use of the Premises. The Landlord shall at all times in exercising its rights under this provision indemnify, defend and hold the Tenant, employees, agents, representatives, contractors, licensees and invitees harmless from and against all costs and expenses incurred and claims made against or suffered by the Tenant, its employees, agents, representatives, contractors, licensees or invitees that arise from the gross negligence or wilful misconduct of the Landlord, its contractors, agents or representatives in exercising their rights as outlined in this Clause.

4.3 Expansion of Premises

Provided that suitable space is available in the Building (as determined by the Landlord) and the Parties are able to agree upon the rent therefore, the Tenant may expand the Premises by giving the Landlord written notice of its desire to expand the Premises. The additional space (the "Expansion Premises") shall be added to the Premises in accordance with the terms of a written amendment to this Lease Agreement, executed and delivered by the Parties, setting forth:

- 4.3.1 The rent for the Expansion Premises;
- 4.3.2 An acknowledgement that the Expansion Premises are subject to all other terms and conditions of this Lease Agreement;
- 4.3.3 An acknowledgement that the Landlord and the Tenant shall share equally the reasonable costs of fitting out the Expansion Premises for the Tenant's use; and
- 4.3.4 The effective date of the addition of the Expansion Premises.

The Landlord's Covenants

Subject to the Tenant paying the Total Fees and other sums hereby reserved in the manner and at the times required under this Lease Agreement and performing and observing the covenants and conditions on the part of the Tenant to be observed and performed for the duration of the Lease Period, the Landlord covenants with the Tenant as follows:

5.1 Quiet Enjoyment

The Landlord shall permit the Tenant to peaceably hold and quietly enjoy the Premises for the duration of the Lease Period.

5.2 Utilities

- 5.2.1 The Landlord shall provide connection to the Premises for the supply of utilities as follows:
- i. electricity, telephone and telecommunications, if the Premises are located in the Innovation Center:
- ii. electricity, water and drainage, if the Premises are located in a Tech Center; and

iii. electricity, water, drainage and telecommunications in the case of a Single-User Lease.

- 5.2.2 In the event that any utilities are provided by the Landlord at the Premises (which is in the Landlord's sole discretion as set forth in <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u>, as applicable), the cost of connection, consumption and usage by the Tenant of such utilities (including, without limitation, electricity, water, sewerage, drainage, telephone and telecommunications) shall be paid by the Tenant as part of the Service Charge either based on metering of same, to the extent that such metering is available, or as proportionally calculated in the event metering is not available, but in either case in accordance with <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u>, as applicable. For the avoidance of doubt:
- i. the Tenant shall pay directly to the utility provider(s) all connection, consumption and usage costs for utilities for which the Tenant directly contracts with utility provider(s) (in addition to payment to the Landlord of utility charges included in the Service Charge because such utilities are provided by the utility provider to the Landlord on behalf of the Tenant), and
- ii. the Tenant shall be responsible for all costs associated with connecting the Premises to any distribution or access point at the Premises for any services to be supplied by any utility or authority.

5.3 Maintenance and Repair

- 5.3.1 In the case of a Multi-Occupancy Lease, the Landlord shall have no maintenance and repair obligations other than to keep the following only clean and in good repair and condition (normal wear and tear excepted):
- i. the exterior of the Building;
- ii. the Common Areas and the furniture, fixtures and equipment in the Common Areas; and
- iii. the structural parts, load bearing framework, roof, foundations, joists and external walls, and machinery and plant within but not exclusively serving the Premises.
- 5.3.2 In the case of a Single-User Lease, the Landlord shall have no maintenance and repair obligations.

6. The Tenant's Covenants

For the duration of the Lease Period, subject to earlier termination, the Tenant covenants with the Landlord as follows:

6.1 Payment of Total Fees

- 6.1.1 The Tenant shall pay the Total Fees reserved by this Lease Agreement free from any deductions and rights of set-off whatsoever, at the times and in the manner set forth in this Lease Agreement.
- 6.1.2 The Tenant shall pay any and all other amounts payable to the Landlord, if any, under

this Lease Agreement at the times and in the manner specified in relation to each such item.

6.2 Interest

- 6.2.1 The Tenant shall pay interest on so much of the Total Fees and other monies payable under this Lease Agreement as remain unpaid thirty (30) days after they have become due, from the date that they became due until the payment is made to the Landlord.
- 6.2.2 Any interest payable hereunder shall be at the rate of twelve percent (12%) per annum calculated on a daily basis until full payment of all outstanding amounts and accrued interest thereon has been paid by the Tenant to the Landlord.
- 6.2.3 If there exists a bona fide dispute regarding the Service Charge, the Tenant shall pay, when due, the portion of the Service Charge not in dispute. If all or a portion of the disputed Service Charge is ultimately decided to be due and owing, interest shall accrue only on the portion of the disputed Service Charge that is decided to be due and owing, calculated from the original due date until the date paid.

6.3 Licenses

The Tenant shall obtain, pay for and maintain throughout the Lease Period, all licenses (including, without limitation, the License) issued by the Landlord and/or its associate entities required to permit the Tenant to undertake the Permitted Use in the Premises and in the QSTP Free Zone, and the Tenant shall pay and discharge all rates, taxes, assessments, duties and charges assessed or imposed upon or payable by the Landlord or the Tenant in respect of the Premises.

6.4 Maintenance and Repair

- 6.4.1 The Tenant shall properly and substantially repair, maintain and clean the Premises and all the Tenant's furniture, fixtures and equipment therein and keep the same in good and substantial repair, maintained and in clean condition throughout the Lease Period in compliance with all applicable health, safety, environmental and safety regulations. Without limiting the Tenant's obligations with respect to the Premises, the Tenant shall promptly replace at its own cost any of the Tenant's furniture, fixtures or equipment which becomes worn out, lost, unfit for use or destroyed by substituting other furniture, fixtures or equipment of a like or more modern nature and of a quality at least as good as those being replaced. The foregoing covenant is subject to normal wear and tear.
- 6.4.2 In the case of a Single-User Lease, the Tenant shall (in addition to the covenants set forth in <u>Clause 6.4.1</u>) keep the Building (including its exterior) and all furniture, fixtures and equipment in the Building clean and in good repair and condition (normal wear and tear excepted).
- 6.4.3 If any breach of covenant, defects, disrepair, removal of fixtures, removal of furniture or equipment (if any) described on <u>Schedule "A-1"</u> or unauthorized alterations or additions are found on inspection of the Premises pursuant to the Landlord's rights of inspection and right to repair under <u>Clause 4.2.1</u> or otherwise comes to the attention of the Landlord, then on notice

from the Landlord, the Tenant shall execute to the reasonable satisfaction of the Landlord, all repairs, works, replacements or removals required within one (1) month (or such shorter period, if necessary, or such longer period, if agreed to by the Landlord) after the receipt of such notice. If the Tenant fails to comply with any such notice, the Landlord may itself or by its workers, employees or agents enter the Premises and execute all necessary or desirable repairs, works, replacements or removals. The Tenant shall pay to the Landlord on demand all reasonable expenses so incurred.

6.4.4 On becoming aware of any defects in the Premises or the Building, the Tenant shall promptly give written notice of any and all such defects to the Landlord.

6.5 Alterations

- 6.5.1 The Tenant shall not make any alterations or additions to, or affecting the structure or exterior of, the Building, or the appearance of the Premises as seen from the exterior.
- 6.5.2 The Tenant shall not install or erect any exterior lighting, shade, canopy or awning or other structure in front of or elsewhere outside the Premises.
- 6.5.3 Subject always to the prohibition on structural alterations set forth in <u>Clause 6.5.1</u>, the Tenant, at the Tenant's expense, shall have the right, following the provision of all relevant documentation including, but not limited to, relevant work contracts, detail designs, drawings, written plans, specifications and schedules as required by the Landlord and after obtaining the Landlord's written consent so to do (which consent shall not be unreasonably withheld, conditioned or delayed) to fit out, remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Premises from time to time as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installation in and upon the Premises (including, without limitation, non-structural demountable partitioning), and fasten the same to the Premises. Prior to such non-structural alterations and/or installation of property in the Premises, the Tenant may request the Landlord's consent to exempt the Tenant from the reinstatement obligation set forth in <u>Clause 6.5.6</u>.
- 6.5.4 The Tenant shall procure that any alterations or additions to the Premises permitted by the Landlord:
- i. be carried out only by a contractor approved by the Landlord (such approval not to be unreasonably withheld, conditioned or delayed);
- ii. in the case of a Multi-Occupancy Lease, be undertaken in a manner so as to minimize inconvenience or disruption to other tenants of the Building;
- iii. in the case of a Multi-Occupancy Lease, the Common Areas are kept clean, tidy and clear of obstructions at all times; and
- iv. promptly upon completion of such works, all debris, waste and other refuse is removed from the Building in accordance with the instructions of the Landlord.
- 6.5.5 At all times during the course of any work in connection with any alteration that are made, all such works and such alterations shall immediately become subject to the terms of this Lease Agreement.

6.5.6 On the termination of this Lease Agreement, the Tenant shall, at the option of the Landlord and at the Tenant's cost and expense, reinstate the Premises to the condition in which they were in at the grant of this Lease Agreement (which may be evidenced by the Parties' initialling of as-built drawings or in such other manner as the Landlord chooses), such reinstatement to be carried out within a period of thirty (30) days from the date of termination and to the reasonable satisfaction of the Landlord or the Landlord's representative. On the earlier of the Expiry Date or the date thirty (30) days after the Tenant has notified the Landlord that it does not wish to renew this Lease Agreement, the Landlord shall provide a written list of reinstatement requirements to the Tenant.

6.6 Hand Over in Repair at the End of the Lease Period

On the Expiry Date or earlier termination of this Lease Agreement:

- 6.6.1 The Tenant shall quietly vacate and hand over the Premises (with all additions and improvements to the Premises and all furniture, fixtures and equipment attached to and forming part of the Premises) to the Landlord repaired, maintained, cleaned and kept in accordance with the Tenant's obligations in this Lease Agreement. The obligation set forth in the preceding sentence is subject to:
- i. exception for ordinary wear and tear;
- ii. the Landlord's option for reinstatement set out in Clause 6.5.6 above; and
- iii. the Tenant's right (and the Tenant's obligation if required by the Landlord) to remove any and all of the Tenant's furniture, fixtures and equipment whether or not attached to the Premises.
- 6.6.2 The Tenant shall deliver to the Landlord all keys, cardkeys and security passes or tags relating to the Premises, the Building and the QSTP Free Zone, and the combination of all locks, safes and vaults, if any, in the Premises.
- 6.6.3 The Tenant shall remove from the Premises all the Tenant's belongings, including without limitation, any and all notice boards and signs bearing the name of or otherwise relating to the Tenant or its business.
- 6.6.4 The Tenant shall repair to the satisfaction of the Landlord all damage to the Premises and the Building resulting from the removal of any of the Tenant's belongings from the Premises.

6.7 Assignment and Subletting

- 6.7.1 The Tenant shall not assign or sublet all or any part of the Premises without the prior written consent of the Landlord.
- 6.7.2 In the event that the Tenant wishes to assign or sublet all or any part of the Premises, the Tenant shall submit such request in writing to the Landlord with such supporting information and data as the Landlord shall reasonably require including, without limitation:
- i. the name and intended use by the assignee or sublessee;
- ii. the license number issued under the QSTP Free Zone Regulations to the assignee or sublessee (as all tenants of the QSTP Free Zone must have been issued a license under the

QSTP Free Zone Regulations);

- iii. a description of the portion (if applicable) of the Premises affected; and
- iv. the terms and conditions of the proposed assignment or sub-letting.
- 6.7.3 The Landlord may withhold its consent to a request by the Tenant to assign this Lease Agreement or sublet the Premises for any of the following reasons:
- i. at the time of such assignment or subletting, there are arrears of Total Fees or other monies due to the Landlord, <u>provided</u>, however, that the foregoing shall not for the purposes of this provision include a bona fide dispute regarding the Service Charge calculation;
- ii the proposed assignee or sub-tenant (taking into account any guarantor) is not, in the reasonable opinion of the Landlord, of a financial status capable of paying the Total Fees and complying with the other obligations of the Tenant under this Lease Agreement;
- iii the terms and conditions of the proposed assignment or sub-letting are inconsistent with or impair the due performance and observance of the covenants and obligations of the Tenant in this Lease Agreement or are otherwise unacceptable to the Landlord, acting reasonably; or
- iv. the proposed assignee or sub-tenant does not, in the sole discretion of the Landlord, possess an international standing, reputation and brand recognition comparable to the Tenant.
- 6.7.4 On any assignment of this Lease Agreement or subletting of the Premises:
- i. if the Landlord so requires, the Tenant shall procure a guarantee of the covenants of the assignee or sub-tenant from a guarantor reasonably acceptable to the Landlord; and
- ii. the Tenant shall, if required by the Landlord, obtain covenants from the sub-tenant direct with the Landlord in such form as the Landlord may require; and
- iii. the Tenant shall not reserve or take any premium from the assignee or sub-tenant.
- 6.7.5 The Tenant shall not, otherwise than by assignment or subletting permitted under this Clause 6:
- i. part with or share possession or occupation of the whole or any part of the Premises; or
- ii. grant to third parties any rights over the Premises.
- 6.7.6 The Tenant shall produce, immediately upon any Disposition of this Lease Agreement or the Premises, and leave with the Landlord, a certified copy of the instrument effecting such Disposition.
- 6.7.7 The Landlord may assign this Lease Agreement to any subsidiary (whether ownership is direct or indirect), affiliate or associate entity of the Landlord or to any other entity established by the State of Qatar for a similar purpose as the Landlord. The Landlord agrees to notify the Tenant of such assignment within thirty (30) days of the effective date.

6.8 Permitted Use

6.8.1 The Tenant shall not use the Premises other than for the purposes of the Permitted Use. Furthermore, the Tenant shall actively use the Premises for the Permitted Use in accordance

with the terms of the License, it being acknowledged by the Tenant that such active utilization for the Permitted Use constitutes a major inducement to the Landlord for entering into this Lease Agreement in addition to payment of Rent and other sums to be paid by the Tenant.

- 6.8.2 The Tenant shall conduct its business in the Premises in a professional manner, with proper decorum and to the highest ethical standards befitting the international standards set by the Landlord for its activities, and shall upon receipt of any notice from the Landlord so to do, promptly cease any practice or conduct that the Landlord reasonably deems to be inappropriate or improper in the Premises.
- 6.8.3 The Tenant shall ensure that its employees shall at all times while in the Premises be cleanly and neatly dressed and shall conduct themselves in a professional and businesslike manner.

6.9 Restrictions On the Use of the Premises

- 6.9.1 The Tenant shall not erect or install on the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelled or felt outside the Premises.
- 6.9.2 The Tenant shall not store on the Premises any petrol or other inflammable, explosive or combustible substance except in strict accordance with the QSTP Free Zone Regulations and any other applicable policies or regulations and after obtaining the prior written approval of the Landlord relating specifically to the storage of such substances.
- 6.9.3 The Tenant shall not use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose.
- 6.9.4 The Tenant shall not do anything on the Premises, which may be or grow to be a nuisance, annoyance, disturbance, inconvenience or damage to the Landlord or its other tenants of the Building (in the case of a Multi-Occupancy Lease), or to the owners, tenants and occupiers of adjoining and neighbouring properties.
- 6.9.5 The Tenant shall not load or use the floors, walls, ceilings, or structure of the Premises or the Building so as to cause strain, damage or interference with the structural parts, load bearing framework, roof, foundations, joists and external walls of the Building.
- 6.9.6 The Tenant shall not overload the elevators/lifts, electrical installations or Conducting Media in the Premises and/or the Building.
- 6.9.7 The Tenant shall not do or omit to do anything which may interfere with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Building or the Premises.
- 6.9.8 The Tenant shall not allow any person to sleep in the Premises nor to use the Premises for residential purposes.
- 6.9.9 In the case of a Multi-Occupancy Lease, the Tenant shall not at any time place in the Common Areas any goods, pallets, trade empties, rubbish or other obstruction.
- 6.9.10 The Tenant shall not place, leave or install any articles, merchandise, goods or other objects in front of the Building, or elsewhere outside the Premises.

6.10 Advertisements and Signs

The Tenant shall not place or display on the exterior of the Premises or the Building or on the windows or inside the Premises so as to be visible from the exterior of the Premises, any name, writing, notice, sign, illuminated sign, display of lights, placard, poster sticker or advertisement other than:

© © 6.10.1 Such notices as the Landlord may in its sole discretion approve in writing; and

6.10.2 In the case of a Multi-Occupancy Lease, the name of the Tenant on or near the entrance doors of the Premises in a style and manner approved or required by the Landlord. The Tenant may elect not to be listed on such directory by giving the Landlord written notice concerning same.

The Landlord shall provide a directory near the entrance of the Building listing the Tenant and all other tenants of the Building.

6.11 Loading and Deliveries

- 6.11.1 The Tenant shall at all times keep the interior of the Premises, where it is visible from the exterior of the Premises, attractively laid out and furnished and keep the windows of the Premises clean and adequately and attractively dressed to the reasonable satisfaction of the Landlord.
- 6.11.2 The Tenant shall not load or unload vehicles except in the servicing areas or loading bays provided for such purpose.
- 6.11.3 The Tenant shall not cause any obstruction in or around the Building.

6.12 Pest Control

While the Landlord shall provide pest extermination services in the case of a Multi-Occupancy Lease, the Tenant (whether in the case of a Multi-Occupancy Lease or a Single-User Lease) shall at its expense and to the satisfaction of the Landlord undertake all other necessary precautions to ensure that the Premises remain at all times free of rodents, insects, vermin, pests and other animals, and disease.

6.13 Compliance with Statutes

- 6.13.1 The Tenant shall comply in all respects with the provisions of all statutes, ordinances, proclamations, orders, rules, by-laws, regulations (including, without limitation, the QSTP Free Zone Regulations) for the time being in force and requirements of any competent authority relating to the Premises, or anything done in or on them by the Tenant, and shall keep the Landlord indemnified against liability in consequence of the Tenant's failure to comply with them.
- 6.13.2 In particular, but without affecting the general operation of the above, the Tenant shall comply with all requirements under any present or future statutes, ordinances, proclamations, rules, orders, by-laws or regulations (including, without limitation, the QSTP Free Zone Regulations) as to the use or occupation of or otherwise concerning the Premises. The Tenant

shall cause all of its agents, employees, invitees and visitors to also comply with the foregoing and the Tenant shall keep the Landlord indemnified against liability in consequence of any of such parties' failure to comply with them.

6.14 Compliance with Planning and Environmental Requirements

- 6.14.1 The Tenant shall perform and observe the requirements of statutes and regulations (including, without limitation, the QSTP Free Zone Regulations) relating to planning and environmental protection applying to the property of the Tenant within the Premises (whether such property is in the form of equipment, supplies, non-structural alterations or otherwise), and shall obtain any development or other consent, permit or license by reason of the development or manner of use of or on the Premises by the Tenant. Furthermore, the Tenant shall exercise internationally recognized best practices so as to assure that the disposal by the Tenant of any effluents, by-products, chemicals or other non-hazardous waste is handled in an environmentally sound manner.
- 6.14.2 Without limiting the generality of <u>Clause 6.14.1</u>, the Tenant specifically acknowledges and agrees to the various prohibitions in the QSTP Free Zone Regulations against:
- i. the manufacturing, storing and trading in hazardous materials (including, without limitation, radioactive, nuclear or highly toxic and environmentally damaging materials) in the QSTP Free Zone; and
- ii. the entry or presence of hazardous materials in the QSTP Free Zone.
- 6.14.3 The Tenant shall keep the Landlord indemnified against liability by reason of the Tenant's failure to obtain any requisite development or other consent, permit or license, or in complying with the requirements of statutes and regulations (including, without limitation, the QSTP Free Zone Regulations), except to the extent caused by the wilful misconduct of the Landlord, its employees or agents.

6.15 Indemnification

- 6.15.1 The Tenant indemnifies and shall keep the Landlord indemnified against liability in respect of any accident, loss or damage to person or property in or on the Premises, except to the extent caused by:
- i. the gross negligence or wilful misconduct of the Landlord, its employees, agents or contractors; or
- ii. third parties (but the agents, employees, invitees and visitors of the Tenant shall not be considered third parties for these purposes) <u>unless</u> acts or omissions of the Tenant have contributed to the ability of such third parties to cause such accident, loss or damage.
- 6.15.2 The Tenant indemnifies and shall keep the Landlord indemnified from any and all claims, proceedings, and for all costs, losses, expenses and damage incurred or suffered by the Landlord as a consequence of the Tenant's breach of this Lease Agreement.

6.16 Expenses of the Landlord

The Tenant shall pay to the Landlord, on demand and upon presentation of appropriate documentary evidence, all reasonable and necessary expenses (including lawyer's fees) incurred by the Landlord in the recovery or attempted recovery of arrears of Total Fees due from the Tenant.

. . . .

6.17 Re-letting of the Premises

The Tenant shall permit all persons authorized by the Landlord or its agents to view the Premises at reasonable hours without interrupting the Permitted Use, in connection with any re-letting of the Premises.

6.18 Building Rules

The Tenant shall comply with the QSTP Free Zone Regulations and any rules or policies regarding the Building or the QSTP Free Zone adopted or altered by the Landlord from time to time (including, without limitation, any rules or policies regarding the maintenance of health and safety) and will cause all of its agents, employees, invitees and visitors to do so. Any changes to such rules or policies will be sent by the Landlord to the Tenant in writing.

6.19 Security

The Tenant shall use reasonable efforts to protect and keep safe the Premises and any property contained therein from theft or robbery. The Tenant shall observe the Landlord's security procedures and rules.

6.20 Clearance of Rubbish

The Tenant shall not allow any accumulation of rubbish on the Premises or the Common Areas and shall ensure at all times that garbage and refuse from the Premises is removed to such locations as specified by the Landlord, and to use only that type of refuse container (if any) provided by the Landlord from time to time. The Tenant shall ensure that all kitchen and domestic garbage is sealed in polyethylene garbage bags before consignment. In the event of default by the Tenant the Landlord will remove such garbage at the Tenant's cost. The Tenant shall not transport rubbish by means of the passenger lifts.

6.21 Design & Fitout Guidelines

At the Tenant's cost, the Tenant shall comply with the Design & Fitout Guidelines issued by the Landlord including, without limitation, connection of the Premises to any life safety system (as same may be updated from time to time) operated by the Landlord or on the Landlord's behalf.

7. Termination

7.1 Default Termination

This Lease Agreement may be terminated prior to the Expiry Date by the Landlord where:

- 7.1.1 The Rent, the Service Charge, or any other sum due under this Lease Agreement, any sum due with respect to the License, or any Facility and Utilization Charges remain unpaid for thirty (30) days after becoming due for payment (whether or not formally demanded) provided, however, that the foregoing shall not for the purposes of this provision include a bona fide dispute regarding the Service Charge calculation or calculation of any other charges invoiced to the Tenant (other than the Rent); or
- 7.1.2 The Tenant is otherwise in breach of any material term of this Lease Agreement or the License (other than for unpaid monies) and this breach has not been remedied within thirty (30) days of the Tenant's receipt of written notification by the Landlord of the breach; or
- 7.1.3 An Event of Insolvency occurs in relation to the Tenant or any guarantor of the Tenant; or
- 7.1.4 The Tenant has assigned or sublet the Premises in any manner whatsoever in breach of Clause 6.7; or
- 7.1.5 The Premises becomes vacant or deserted for a period of thirty (30) days or more; or
- 7.1.6 The License is terminated by the Landlord.

7.2 Event of Insolvency

The term "Event of Insolvency" in Clause 7.1.3 includes:

- 7.2.1 In relation to a company or other corporation which is the Tenant or a guarantor, inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for its winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to any court for an administration order, and the appointment of a receiver or administrative receiver; and
- 7.2.2 In relation to an individual who is a guarantor, the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to any court for an interim order, and the appointment of a receiver or interim receiver.

7.3 Damage-related Termination

This Lease Agreement may be terminated prior to the Expiry Date by the Landlord or the Tenant in accordance with the provisions regarding destruction or damage set forth in Clause 9.

8. Consequences of Termination

8.1 Repossession and Automatic Rescission

If the Landlord terminates this Lease Agreement, the Landlord (or its authorized 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 and dispose of such property found in the Premises in such a manner and at such a price as the Landlord deems fit. The Tenant agrees that:

- 8.1.1 Upon termination of this Lease Agreement by the Landlord as a result of any of the events described in <u>Clauses 7.1.1</u> through <u>7.1.6</u> above, this Lease Agreement shall be deemed to have been automatically rescinded without any requirement for the Landlord to obtain a court judgment for the rescission of this Lease Agreement or to notify the Tenant of the rescission of this Lease Agreement; and
- 8.1.2 Should the Tenant deny the Landlord the right to enter and repossess the Premises after the automatic rescission described in <u>Clause 8.1.1</u> above, the Landlord shall have the right to resort to the Urgent Matters Judge and obtain therefrom an order for the eviction of the Tenant from the Premises.

8.2 Other Remedies

Notwithstanding the foregoing provisions of <u>Clause 8.1</u>, the Landlord shall retain all available rights and remedies under applicable law for collection of unpaid Rent, Service Charge and any other amounts due by the Tenant under this Lease Agreement for the entire Lease Period (including that portion of the Lease Period remaining after the termination); <u>provided</u>, however, that the Landlord shall accept an amount equal to the Service Charge for the twelve (12) month period after the termination date (in lieu of the Service Charge due for the portion of the Lease Period remaining after the termination) in the event that the following conditions are satisfied:

- 8.2.1 The Tenant notifies the Landlord in writing at least ninety (90) days in advance of the desired early termination date and Landlord approves such early termination date;
- 8.2.2 Prior to the agreed early termination date, the Tenant pays to the Landlord:
- i. all unpaid Rent and any other amounts (excluding Service Charge) due by the Tenant under this Lease Agreement for the entire Lease Period (including that portion of the Lease Period remaining after the agreed early termination date); and
- ii. all unpaid Service Charge due by the Tenant under this Lease Agreement for the entire Lease Period <u>but only</u> up to the date twelve (12) months after the agreed early termination date at the rate prevailing as of the early termination date;
- 8.2.3 The Tenant cooperates with the Landlord in an orderly handover of the Premises on the agreed early termination date, including with respect to publicity regarding the agreed early termination; and
- 8.2.4 Except as modified above, the Tenant otherwise complies in all respects with its obligations under this Lease Agreement.

9. Insurance Provisions

9.1 The Landlord's Insurance Obligations

The Landlord shall, at its sole discretion, obtain and maintain throughout the Lease Period insurance for the risks as described in <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u>, as applicable.

9.2 The Tenant's Insurance Obligations

- 9.2.1 The Tenant shall obtain and maintain throughout the Lease Period insurance for the risks as described in <u>Schedule "B-1"</u> in the case of a Single-User Lease and as described in <u>Schedule "B-2"</u> in the case of a Multi-Occupancy Lease. Subject to the Landlord's prior written approval, the foregoing insurance may be effected by the Tenant via blanket or umbrella policies issued to the Tenant covering the Premises (and other properties owned by or leased to the Tenant and/or to any Affiliate of the Tenant).
- 9.2.2 The Tenant shall not do anything which may render void or voidable the insurance of the Landlord or the Tenant on the whole or a part of the Building or which may cause insurance premiums to be increased.
- 9.2.3 The Tenant shall adopt such precautions (such as availability of fire extinguishers approved by the Landlord) against Insured Risks as the Landlord or its insurers may consider appropriate.
- 9.2.4 If the insurance of the Landlord or the Tenant is vitiated in whole or in part in consequence of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees, workmen, agents or visitors, the Tenant shall pay to the Landlord on demand a sum equal to the amount of the insurance monies which have become unrecoverable in consequence of that act or omission.
- 9.2.5 The Tenant shall immediately notify the Landlord of any damage to the Premises by way of Insured Risks or any other cause.

9.3 The Landlord's Obligation to Reinstate

- 9.3.1 Following the occurrence of damage to or destruction of the Building by an Insured Risk, the Landlord will diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes, and make good any deficiency in the proceeds of the insurance out of its own resources; <u>provided</u>, however, that the foregoing obligation does not apply:
- i. if the Landlord is unable, after using its reasonably endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Building or of a building of similar size, character or amenity;
- ii. if the Landlord's insurance is vitiated by reason of an act or omission of the Tenant, persons occupying or enjoying the use of the Premises through or under the Tenant, or their respective employees, workmen, agents or visitors; or

- iii. if the Tenant obstructs the Landlord's receipt of the proceeds of the insurance covering reinstatement and rebuilding costs.
- 9.3.2 Where the Building is substantially damaged or destroyed, the Tenant may not object to the reinstatement or rebuilding of the Building in a form which is not identical to the Building immediately before the damage or destruction occurred if the Building as reinstated or rebuilt is of equivalent or better standard, and affords amenities which are not inferior to or deficient from those enjoyed by the Tenant before the occurrence of the damage or destruction.
- 9.3.3 Following the occurrence of damage to or destruction of the Building by any cause other than an Insured Risk, the Landlord may elect, but is under no obligation, to reinstate or rebuild the Building out of its own resources.

9.4 Suspension of Total Fees

- 9.4.1 If the Building or any part of it is at any time during the Lease Period so damaged by an Insured Risk as to render the Premises or any part of them unfit for occupation, use or enjoyment, the Total Fees, or a fair proportion of the Total Fees according to the nature and extent of the damage sustained, is to be suspended and cease to be payable until the Premises (excluding fitting out works and replacement of contents) have been reinstated and made fit for occupation, use and enjoyment or, if earlier, this Lease Agreement expires by its terms. The foregoing provision shall not apply in the event that the circumstances of <u>Clause 9.3.1 ii.</u> or <u>iii.</u> above apply.
- 9.4.2 If the Building or any part of it is at any time during the Lease Period so damaged by any cause other than an Insured Risk as to render the Premises or any part of them unfit for occupation, use or enjoyment, the Total Fees, or a fair proportion of the Total Fees according to the nature and extent of the damage sustained, is to be suspended and cease to be payable until the Premises (excluding fitting out works and replacement of contents) have been reinstated and made fit for occupation, use and enjoyment.
- 9.4.3 Under the circumstances of either <u>Clauses 9.4.1 or 9.4.2</u>, this Lease Agreement shall not be deemed extended by the period of time equalling the amount of time that the Premises were unfit for the Tenant's use and occupation.

9.5 Option to Terminate

- 9.5.1 If the Building or a substantial part of it (whether or not directly affecting the Premises) is destroyed or damaged by an Insured Risk or any other cause so as to make continued use of the Premises impracticable, the Landlord may terminate this Lease Agreement by giving the Tenant notice to that effect at any time within one (1) year after the occurrence of the damage.
- 9.5.2 If for any reason beyond the reasonable control of the Landlord it proves impossible to commence rebuilding or reinstatement of the Building within one (1) year after the occurrence of damage by an Insured Risk or any other cause, the Landlord may terminate this Lease Agreement by giving to the Tenant notice to that effect.
- 9.5.3 If the rebuilding or reinstatement of the Building has not been commenced within two (2) years after the occurrence of the damage by an Insured Risk or any other cause, this Lease Agreement shall terminate.

9.5.4 The termination of this Lease Agreement under this <u>Clause 9.5</u> shall not affect any liability which has accrued at any time before the time of termination.

9.6 Retention of Insurance Proceeds

On the termination of this Lease Agreement under <u>Clause 9.5</u> above, the Landlord may retain for its exclusive benefit the proceeds of the insurance (whether such insurance is provided for in <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u> but excluding insurance proceeds from insurance purchased directly by the Tenant and relating solely to the property of the Tenant in the Premises) without obligation to rebuild or reinstate the Building.

10. General Provisions

10.1 Adjoining Property

- 10.1.1 The Landlord may deal as it thinks fit with other property adjoining or nearby the Premises belonging to the Landlord, and may erect or permit to be erected on such property any buildings or other structures.
- 10.1.2 The Landlord may at all times, without obtaining any consent from the Tenant, alter, reconstruct or modify in any way whatsoever, or change the use of, the Common Areas so long as proper means of access to and egress from the Premises are afforded and essential services are maintained at all times.

10.2 Rental Policy

The Landlord may in its sole discretion determine the rental rates of different premises within the QSTP Free Zone. Such rental rates may vary from one premises to the other due to various factors such as the location, the size of the building, the type of the activity or mutual interests between the Landlord and the tenants.

10.3 Obligations in Schedules

The Landlord and the Tenant mutually covenant to observe and perform their respective obligations and the conditions set forth in <u>Schedule "B-1"</u> or <u>Schedule "B-2"</u>, as applicable. All schedules to this Lease Agreement are attached to, made a part of, and incorporated in this Lease Agreement for all purposes as if fully set forth herein.

10.4 Building Improvement

The Landlord shall have the right from time to time, for the purpose of the development and overall interest of the Building to improve, extend or in any manner whatsoever alter or deal with the Building and make any modification or changes provided that in exercising such right the

Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances.

10.5 Competition

Nothing within this Lease Agreement or in any of the negotiations leading up to this Lease Agreement is to be construed as an undertaking or promise by the Landlord to restrict in any way the letting of any other building or premises of the Landlord to direct or indirect competitors of the Tenant.

10.6 Arbitration of Disputes Between Tenants

If any dispute or disagreement at any time arises between the Tenant and the other tenants and occupiers of the Building or any adjoining or neighbouring property belonging to the Landlord relating to the Conducting Media serving, or easements or rights affecting, the Premises, the Building or any adjoining or neighbouring property, the dispute or disagreement is to be determined by the Landlord by which determination the Tenant shall be bound.

10.7 Landlord and Tenant Indemnification

- 10.7.1 Each Party indemnifies and shall keep the other Party indemnified against liability of the indemnified Party to third parties by reason of breach by the indemnifying Party of the indemnifying Party's obligations in this Lease Agreement, except to the extent caused by the gross negligence or wilful misconduct of the indemnified Party.
- 10.7.2 Where any personal injury, death or loss of or damage to property is the result of the joint negligence or wilful misconduct of the Landlord and the Tenant, the indemnifying Party's duty of indemnification shall be in proportion to its allocable share of such joint negligence or wilful misconduct. Neither Party shall, under any circumstances, be liable to the other Party for any loss of profit, or other incidental, consequential or indirect costs or damages, or special or punitive damages of any kind whatsoever.

10.8 Exemption From Liability in Respect of Services

The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience, which may be caused by reason of:

- 10.8.1 Reasonable, temporary interruption of services during periods of inspection, maintenance or repair; or
- 10.8.2 Breakdown of or defect in any plant and machinery, services or Conducting Media in the Premises, the Building or any neighbouring or adjoining property; or
- 10.8.3 Events beyond the reasonable control of the Landlord.

10.9 Compensation for Disturbance

The Tenant is not entitled to terminate this Lease Agreement, quit the Premises or to claim from the Landlord any compensation for disturbance unless and to the extent that any statutory right to compensation precludes the operation of this provision.

10.10 Removal of Tenant's Property

10.10.1 If, after the Tenant has vacated the Premises following the Expiry Date or earlier termination of this Lease Agreement, any property of the Tenant remains in the Premises and the Tenant fails to remove it within thirty (30) days after being requested in writing by the Landlord so to do, such property shall become the property of the Landlord without the necessity of payment to the Tenant therefor.

10.10.2 The Tenant indemnifies and shall keep indemnified the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord 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 <u>Clause 10.10.1</u>.

10.11 Parking

During the Lease Period, the Tenant shall have the non-exclusive use in common with the Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking spaces, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the Landlord. The Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for the Tenant and the Tenant's agents and employees.

10.12 Notices

Any notice, communication or demand to be given or made by or to the Landlord or the Tenant under this Lease Agreement shall be in writing and shall be delivered personally or sent by courier or by fax, to the Party due to receive such notice at its address set out in Lease Details (or such other address as either Party may advise the other in writing). Any such notice, communication or demand given or made in case of hand delivery shall be deemed to have been received upon written acknowledgement of delivery made by or on behalf of the Party to whom the notice was addressed or when left at the address set out in the Lease Details (or as either Party may notify the other in writing), or in the case of a courier upon written acknowledgement of delivery made by or on behalf of the Party to whom the notice was addressed, or in the case of a fax transmission upon receipt of a valid transmission report.

10.13 Waiver

No waiver of any default of the Landlord or the Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver

and that only for the time and to the extent therein stated. One or more waivers by the Landlord or the Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The Landlord's acceptance of any sums due hereunder shall not constitute a waiver of any default of the Tenant.

10.14 Successors

The provisions of this Lease Agreement shall extend to and be binding upon the Landlord and the Tenant and their respective legal representatives, successors and permitted assigns.

10.15 Consent

Unless expressly provided for to the contrary, the consent of the Landlord may be granted or withheld in its sole discretion in any case in which Landlord's consent is required or desirable under this Lease Agreement.

10.16 Good Faith and Fair Dealing; Survival

The Landlord and the Tenant have the duty to perform their obligations and enforce their rights under this Lease Agreement in good faith, and shall deal fairly with each other in all respects hereunder. Any expiration or termination of this Lease Agreement shall be without prejudice to any rights, remedies, obligations, and liabilities which may have accrued to either the Landlord or the Tenant at that time pursuant to this Lease Agreement.

10.17 Governing Law

This Lease Agreement shall be governed by and construed in accordance with the laws and regulations in force from time to time in the QSTP Free Zone and in the State of Qatar.

10.18 Arbitration

10.18.1 Any dispute or difference between the Parties arising out of or in connection with this Lease Agreement shall be finally settled under the Commercial Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed by the Chairman of the Qatari Chamber of Commerce and Industry, or by a person designated by him, in accordance with such rules.

10.18.2 The arbitration shall take place in Doha, Qatar, and shall be conducted in the English language and in accordance with the commercial procedures prescribed by the International Chamber of Commerce. The costs of the arbitration shall form an issue between the Parties and be borne as provided in the arbitration award. The resulting arbitral award shall be final and binding without right of appeal, and judgment upon such award may be entered into any court having jurisdiction thereof.

10.19 Compliance with Law

The Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Tenant's use of the Premises. The Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

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10.20 Language

This Lease Agreement has been negotiated and drafted in the English language. In the event of any dispute resolution, litigation or other formal process, the English text shall prevail over any translation and be conclusive in any questions as to the meaning or interpretation thereof.

10.21 Construction and Interpretation

10.21.1 Words importing the singular are to include the plural and vice versa. Section and clause headings are for ease of reference only and do not affect the interpretation of this Lease Agreement. In the event that any portion of this Lease Agreement is held to be invalid or unenforceable, the remaining provisions of this Lease Agreement shall remain in full force and effect.

10.21.2 Any law or decree or any section of any law or decree will be deemed to include reference to any modification or re-enactment thereof for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made thereunder.

10.21.3 The terms "hereof" "herein" "hereby" "hereto" and similar words refer to this entire Lease Agreement and not to any particular Clause or Schedule or any other subdivision of this Lease Agreement.

10.21.4 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases of like import.

10.21.5 All dates herein shall be construed with reference to and in accordance with the Gregorian Calendar.

10.22 Force Majeure

If by reason of force majeure either the Landlord or the Tenant is unable to perform any of its obligations under this Lease Agreement, including the provision of any services, by circumstances beyond the reasonable control of the affected Party, those particular obligations of the affected Party shall thereupon be suspended until such circumstances have ceased; provided, however, that the affected Party shall take all reasonable measures to mitigate the effects of the force majeure circumstances as soon as reasonably practicable. For purposes of this Lease Agreement, "force majeure" circumstances include, but are not limited to, the failure or act of any governmental authority, strikes, lockouts, hostilities, riots, civil commotions, acts of war, fires, floods, explosions, and acts of God, provided that such force majeure circumstances are beyond the control of the affected Party. This Lease Agreement will not be extended by a period of time equalling the duration of the force majeure circumstances.

10.23 Final Agreement

This Lease Agreement contains the complete and entire understanding between the Parties

regarding the subject matter hereof and terminates and supersedes all discussions, negotiations, proposals, understandings or agreements, oral or written, on the subject matter hereof. This Lease Agreement may be modified only by a further writing that is duly executed by both Parties. Executed on the dates set forth below but to be effective as of the later of said dates. LANDLORD:

Ву:	Dr. Tidu Maini Executive Chairman Management Board Qatar Science & Technology Park		
Date:			
TENANT:			
Ву:			
Printed Name:			
Title:			
Date:			

QATAR FOUNDATION FOR EDUCATION, SCIENCE AND COMMUNITY DEVELOPMENT

Schedules

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- "A-1" Premises Diagram and Description
- "A-2" Building Site Diagram
- "A-3" Site Diagram
- "B-1" Service Charge (Single-User)
- "B-2" Service Charge (Multi-Occupancy)

Schedule "A-1" - Premises Diagram and Description

STANDARD FF&E IN PREMISES

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ADDITIONAL NON-STANDARD FURNITURE AND EQUIPMENT IN PREMISES, IF ANY

Schedule "A-2" - Building Site Diagram

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Schedule "A-3" – Site Diagram

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Schedule "B-1" - Service Charge (Single-User)

1. Definitions

The following terms shall have the meanings ascribed to them below:

<u>Due Proportion</u>: means in relation to the Total Site Service Charge the proportion which is attributable to the Building Site, such proportion to be calculated on the basis of the total square meters of the Building Site as compared to the total square meters of the developed portion of the Site; <u>provided</u>, however, that if such calculation is inappropriate having regard to the expenditure, or item of expenditure, incurred or the Building Site within the Site which benefits from it or otherwise, the Landlord may in its discretion adopt such other method of calculation of the proportion of the expenditure to be attributed to the Building Site as is fair and reasonable under the circumstances (which may result in the whole of the expenditure being attributed to the Building Site).

<u>Insurance</u>: means insurance in and for such amounts, on such terms and with such an insurer that is in all ways satisfactory to the Landlord for the following risks and such other risks as the Landlord may otherwise determine from time to time, but in each case that the Landlord elects to maintain from time to time in its sole discretion:

- (a) all risks insurance to cover the Building (excluding the property of the Tenant in the Building) at the full cost of rebuilding (taking into consideration the effects of inflation), including cover for (i) three (3) years' loss of rent, (ii) such professional fees as may be incurred in connection with rebuilding or reinstatement of the Building and (iii) the cost of demolition, shoring up and site clearance work;
- (b) third party and public liability insurance regarding the Building Site;
- (c) where the Landlord or the Landlord's agents or contractors carry out any construction work on the Building, contractor's all risk insurance and workers' compensation insurance in compliance with statutory and regulatory requirements;
- (d) insurance of the Landlord against employers' liability risks in respect of the Building;
- (e) engineering insurances for elevators, boilers, air conditioning, plant, lightning conductor equipment, and all other electrical or mechanical equipment and apparatus in the Building to the extent such items are owned by the Landlord;
- (f) such insurances other than in respect of property risks as the Landlord may reasonably effect in respect of or incidental to the Building, its operation and management; and
- (g) valuation of the Building for insurance purposes.

As required by the Landlord, such insurance shall be in the name of the Landlord, or the joint name of the Landlord and the Tenant, and shall expressly provide for payment of sums thereunder to the Landlord in case of damage or destruction to the Building or any portion thereof.

Service Charge: means the sum of:

(a) the Due Proportion of the Total Site Service Charge;

- (b) the cost of the utilities provided by the utility provider to the Landlord on behalf of the Tenant for which there is metering available; and
- (c) the cost to the Landlord of (i) maintaining the Insurance throughout the Lease Period and (ii) defraying the costs and expenses relating and incidental to the Insurance including, without limitation, fees related to certain outsourced or shared services.

<u>Site Services</u>: means those services with respect to the Site in its entirety that the Landlord elects to provide from time to time in its sole discretion (<u>provided</u>, however, that any of said services that the Landlord elects to provide shall at all times be for the benefit of the QSTP Free Zone), including, without limitation, utilities, services related to infrastructure, repair and maintenance of roads, signage, landscaping, security and access control, and third party, public liability and other insurance.

<u>Total Site Service Charge</u>: means the cost to the Landlord of (a) providing the Site Services to the Site and (b) defraying the costs and expenses relating and incidental to such services including, without limitation, fees related to certain outsourced or shared services such as finance, IT, human resources and catering/procurement.

2. The Landlord's Obligation to Provide Site Services

Subject to the payment of the Service Charge by the Tenant in the manner and at the times required under the Lease Agreement, including this Schedule "B-1", the Landlord will provide the Site Services. In the event that Landlord elects to provide a certain Site Service, the Landlord is not liable to the Tenant for failure to provide said Site Service to the extent that the Landlord is prevented from doing so by Insured Risks and other such perils, accidents, strikes, lockouts of workmen or other cause beyond the Landlord's reasonable control. The Landlord is not under any obligation to continue the provision of any Site Services and may in its absolute discretion vary, extend, alter or add to such Site Services if the Landlord considers that by doing so the amenities to the Site may be improved and/or the management of the Site will be more efficiently conducted or if the Landlord's expenditure upon such Site Services (including, in particular, utilities charges) increases from year to year. In the event the Landlord elects to discontinue any of such Site Services, the Landlord shall so notify the Tenant in writing at least sixty (60) days in advance of the effective date of the discontinuance in order to permit the Tenant to secure, at the Tenant's expense, an alternate source of the discontinued Site Service. The Landlord shall not unreasonably withhold, condition or delay its consent to any proposed non-structural alterations required by the Tenant, at the Tenant's expense, to enable the Tenant to receive the discontinued Site Services from other sources. In any event, the Landlord will not discontinue any Site Services that would render the Tenant's use of the Premises impossible or impracticable without first giving the Tenant the opportunity to secure alternate sources for such Site Services.

3. Advance Payments

- (a) The Service Charge is to be discharged by means of advance payments to be made on the same days upon which Rent is payable under the Lease Agreement and by such additional payments as may be required under this Schedule "B-1".
- (b) The amount of each advance payment is be such amount as the Landlord may reasonably determine as likely to be equal to one-fourth of the Service Charge for the one-year period commencing on the Commencement Date and for each one-year period thereafter (such one-year periods being referred to as the "service charge periods"). Notwithstanding the foregoing, the Landlord may elect to have the service charge periods coincide with its financial year

(commencing July 1 and ending June 30), in which case the Landlord (in the event the Commencement Date does not coincide with the beginning of a calendar quarter) advise the Tenant of the pro rata amount of the Service Charge to pay for the portion of the calendar quarter commencing on the Commencement Date.

4. Service Charge Statements

- (a) The Landlord will as soon as may be practicable after the end of each service charge period submit to the Tenant a statement duly certified by the Landlord giving a proper summary of the actual Service Charge for the service charge period just ended.
- (b) If the Service Charge as certified is more or less than the total of the advance payments, then any sum due to or payable by the Landlord by way of adjustment in respect of the Service Charge is to be paid or allowed immediately, as the case may be.

5. Sinking Funds and Reserves

- (a) With a view to securing so far as may reasonably practicable that the Service Charge should be progressive and cumulative rather than irregular and that the tenants for the time being shall bear a proper part of accumulating liabilities which accrue in the future, the Landlord is entitled to include as an item of Service Charge for any service charge period an amount which the Landlord reasonably determines is appropriate to build up and maintain a sinking fund and a reserve fund in accordance with the principles of good estate management.
- (b) Any such sinking fund is to be established and maintained on normal commercial principles for the renewal and replacement of lifts, plant machinery and equipment at the Site.
- (c) Any such reserve fund is to be established and maintained to cover prospective and contingent costs of carrying out repairs, decoration, maintenance, and renewals and of complying with statutes, by-laws and regulations of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Site.

6. Landlord Protection Provisions

The Tenant is not entitled to object to the Service Charge (or any item comprised therein) or otherwise on any of the following grounds:

- (a) the inclusion in a subsequent service charge period of any item of expenditure or liability omitted from the Service Charge for any preceding service charge period;
- (b) any item of Service Charge included at a proper cost might have been provided at a lower cost:
- (c) disagreement with any estimate of future expenditure for which the Landlord required to make provision as long as the Landlord has acted reasonably and in good faith and in the absence of manifest error;
- (d) the manner in which the Landlord exercises its discretion in providing the Site Services so long as the Landlord acts in good faith and in accordance with the principles of good estate management; or
- (e) the employment of managing agents to carry out and provide the Site Services on the Landlord's behalf.

7. Exclusion of Tenant Liabilities

There is to be excluded from the items comprising the Service Charge any liability or expense for which the Tenant or other tenants of the Site may individually be responsible under the terms of their tenancies.

8. Tenant Obligations

As the Tenant is the sole tenant of the Building, the Tenant has agreed to undertake the contracting for and provision of certain services to the Building and the Building Site at its own cost and expense; provided, however, that such services shall be to the satisfaction of the Landlord, failing which the Landlord may directly contract for the provision of, or provide, said services and the Tenant shall be obligated to reimburse the Landlord for same. The Tenant shall provide the Landlord copies of such contracts for services (including, without limitation, insurance policies and any relevant certificates or riders) and evidence of payment thereof (including, without limitation, insurance premiums) upon request of the Landlord.

The Tenant shall provide the following services to the Building and the Building Site:

(a) HVAC:

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- (i) the provision during normal business hours of such heating, air conditioning and ventilation as may be appropriate in the prevailing climatic conditions;
- (ii) the provision of hot and cold water to the taps in the Building and washing and toilet accessories; and
- (iii) the repair, maintenance, renewal and replacement of all plant, equipment and supplies required for or in connection with heating, air conditioning and ventilation and hot and cold water.

(b) Other Utilities

All utilities not included within (a) above, but only to the extent that the Tenant is able to arrange with the utility providers for the Tenant to deal directly with the utility providers.

In the event that the Tenant is unable to arrange with the utility providers for the Tenant to deal directly with the utility providers and the Landlord agrees to deal directly with the utility providers on behalf of the Tenant, the Tenant shall pay an overhead charge to the Landlord in compensation for the Landlord directly arranging utilities under this subsection (b) with the utility providers, such charge to be in addition to either (i) the actual charge of the utility for the Building Site if metering is available or (ii) the Due Proportion of the actual charge of the utility in the event that metering is not available.

(c) Building Maintenance:

- (i) the cleaning, lighting and maintenance of the Building;
- (ii) the furnishing, carpeting and equipping and ornamentation of the Building;
- (iii) refuse disposal;
- (iv) the cleaning and emptying of drains serving the Building and other Conducting Media;

- (v) the cleaning of the outside of all windows in the Building; and
- (vi) the provision, repair, maintenance, renewal and replacement of directional signs and information notices in the Building.
- (d) Elevators, Escalators and other people-moving apparatus
 - (i) the operation of the elevators, escalators and other people-moving apparatus in the Building; and
 - (ii) the repair, maintenance, renewal and replacement of the elevators, escalators and other people-moving apparatus and of all plant and equipment for or in connection with the working and operation of the elevators, escalators and other people-moving apparatus.

(e) Repairs and Statutory Requirements

- (i) the repair, decoration, maintenance, renewal, replacement, rebuilding, cleaning and upkeep of the structure, floors, walls, main drains, foundations, exterior and roof of the Building, the Conducting Media and other common service facilities and of plant equipment, tools and utensils serving or used in the Building;
- (ii) compliance with all statutes, bylaws, regulations and the requirements of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Building and which shall from time to time be in force; and
- (iii) the operation, maintenance, repair and replacement of computer and other monitoring apparatus for the efficient operation of all services to the Building and the Building Site.

(f) Fire, Security and Public Address

The operation, maintenance and replacement of fire alarms, sprinkler systems and ancillary apparatus, fire prevention and fire fighting equipment and apparatus, fire telephone systems, security alarms apparatus and public address system in accordance with the requirements of the Civil Defense Law. The Tenant shall indemnify the Landlord from and against any and all losses, costs, claims and damages arising from the Tenant's failure to comply with the requirements of the Civil Defense Law.

(g) Insurance and Related Costs

Maintenance throughout the Lease Period of insurance in and for such amounts, on such terms and with such an insurer that is in all ways satisfactory to the Landlord for the following risks and such other risks as the Landlord may otherwise determine from time to time:

- (i) all risks insurance to cover all of the Tenant's assets contained in the Premises;
- (ii) third party liability insurance in the joint names of the Landlord and the Tenant;
- (iii) where the Tenant or the Tenant's agents or contractors conducts any work on the Premises, contractor's all risks insurance and worker's compensation insurance in the joint names of the Landlord and the Tenant in compliance with statutory and regulatory requirements; and
- (iv) engineering insurances for all electrical or mechanical equipment and apparatus in

the Building to the extent such items are owned by the Tenant.

The Tenant shall supply copies of the required insurance policies (and any relevant certificates or riders) and evidence of payment of premiums to the Landlord upon request by the Landlord PROVIDED ALWAYS that if the Tenant shall fail to insure or keep insured the Premises as aforesaid, the Landlord shall be entitled so to do on behalf of the Tenant and recover the cost of the required insurance from the Tenant.

Without limiting the requirement that the insurance to be maintained by the Tenant be on such terms and with such an insurer that is in all ways satisfactory to the Landlord, the required insurance must:

- (A) be with a national insurance company (as opposed to a foreign insurance company) as required by Law No. (1) of the Year 1966 of the State of Qatar;
- (B) include a waiver of subrogation clause whereby the Tenant's insurance company waives all rights (whether by express or implied subrogation, or otherwise) to take action against the Landlord by virtue of loss covered by the required insurance; and
- (C) include a primary cover provision whereby the Tenant's insurance company expressly agrees that (1) the required insurance policy provides primary cover for the Tenant, and (2) in the event of loss, damage or liability covered by the required insurance policy which is also covered in whole or in part under any policy or policies of insurance purchased by the Landlord, the Tenant's insurance company will indemnify the Tenant under the required insurance policy as if the policy or policies purchased by the Landlord were not in force and waives rights of recourse, if any, against the insurers of the policy or policies of insurance purchased by the Landlord.

(h) Legal Proceedings

- (i) at the Landlord's reasonable request, making representations against, or otherwise contesting, the incidence of the provisions of any legislation, order, regulation, notice or statutory requirement relating to or affecting the whole or any part of the Building; and
- (ii) cooperating, at no out-of-pocket cost to the Tenant, in pursuing and enforcing any claim, and taking or defending any proceedings which the Landlord may in its discretion make, take or defend against contractors, consultants, architects, consulting engineers and surveyors employed or engaged in connection with the construction, refurbishment and/or repair of the Building and/or the Premises or any other third party for the remedy of a defect, repairs in or to the Building or otherwise for which they or any of them might be liable.

(i) Employees

- (i) employment of a housekeeper, porter, caretaker, cleaning staff, gardener or other staff for the maintenance and upkeep of and the provision of services in the Building including, without limitation, benefits which are customary for such employees;
- (ii) the provision of uniforms, overalls and protective clothing for such employees or other staff required in connection with their duties; and
- (iii) the provision of living accommodation for the housekeeper, porter, or caretaker in or nearby the Building.

(j) Security

- (i) the provision of security arrangements for entry to the car parking areas;
- (ii) provision of security arrangements for the safety of occupiers and users of the Building and their property kept in the Building; and
- (iii) the engagement of security officers and services.

(k) Landscaping

Landscaping, planting and replanting and the maintenance and upkeep of garden or grassed areas on the Building Site.

(I) Pest Control

The engagement of pest exterminators to treat the Building.

Schedule "B-2" - Service Charge (Multi-Occupancy)

1. Definitions

The following terms shall have the meanings ascribed to them below:

<u>Building Services</u>: means those services, such as the following, that the Landlord elects to provide from time to time in its sole discretion (including the discretion to provide services to one or more buildings but not to all buildings), <u>provided</u>, however, that any of said services that the Landlord elects to provide shall at all times be for the benefit of the QSTP Free Zone:

(a) HVAC:

- (i) the provision during normal business hours of such heating, air conditioning and ventilation as may be appropriate in the prevailing climatic conditions;
- (ii) the provision of hot and cold water to the taps in the Building and washing and toilet accessories; and
- (iii) the repair, maintenance, renewal and replacement of all plant, equipment and supplies required for or in connection with heating, air conditioning and ventilation and hot and cold water.

(b) Other Utilities

- (i) all utilities not included within (a) above, but only to the extent that the Landlord is able to arrange with the utility providers for the Landlord to deal directly with the utility providers on behalf of the Tenant; and
- (ii) an overhead charge by the Landlord in compensation for the Landlord directly arranging utilities under this subsection (b) with the utility providers, such charge to be in addition to either (A) the actual charge of the utility for the Premises if metering is available or (B) the Due Proportion (in relation to the Total Building Service Charge) of the actual charge for the utility in the event that metering is not available.

(c) Common Areas:

- (i) the cleaning, lighting and maintenance of the Common Areas;
- (ii) the furnishing, carpeting and equipping and ornamentation of the Common Areas;
- (iii) refuse disposal;
- (iv) the cleaning and emptying of drains serving the Building and other Conducting Media:
- (v) the cleaning of the outside of all windows in the Building (including the outside of the windows of the Premises); and
- (vi) the provision, repair, maintenance, renewal and replacement of directional signs and information notices in the Common Areas.
- (d) Elevators, Escalators and other people-moving apparatus
 - (i) the operation of the elevators, escalators and other people-moving apparatus in the

Building; and

(ii) the repair, maintenance, renewal and replacement of the elevators, escalators and other people-moving apparatus and of all plant and equipment for or in connection with the working and operation of the elevators, escalators and other people-moving apparatus.

(e) Repairs and Statutory Requirements

- (i) the repair, decoration, maintenance, renewal, replacement, rebuilding, cleaning and upkeep of the structure, floors, walls, main drains, foundations, exterior and roof of the Building, the Common Areas, the Conducting Media and other common service facilities and of plant equipment, tools and utensils serving or used in the Building;
- (ii) compliance with all statutes, bylaws, regulations and the requirements of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Building and which shall from time to time be in force; and
- (iii) the operation, maintenance, repair and replacement of computer and other monitoring apparatus for the efficient operation of all Building Services.

(f) Fire, Security and Public Address

The operation, maintenance and replacement of fire alarms, sprinkler systems and ancillary apparatus, fire prevention and fire fighting equipment and apparatus, fire telephone systems, security alarms apparatus and public address system.

(g) Insurance and Related Costs

- (i) all risks insurance to cover the Building (excluding the property of the Tenant in the Premises) and the Common Areas at the full cost of rebuilding (taking into consideration the effects of inflation), including cover for (A) three (3) years' loss of rent, (B) such professional fees as may be incurred in connection with rebuilding or reinstatement of the Building and (C) the cost of demolition, shoring up and site clearance work;
- (ii) third party and public liability insurance regarding the Common Areas only;
- (iii) where the Landlord or the Landlord's agents or contractors carry out any construction work on the Building, contractor's all risk insurance and workers' compensation insurance in compliance with statutory and regulatory requirements;
- (iv) insurance of the Landlord against employers' liability risks in respect of the Building;
- (v) engineering insurances for elevators, boilers, air conditioning, plant, lightning conductor equipment, and all other electrical or mechanical equipment and apparatus in the Building;
- (vi) such insurances other than in respect of property risks as the Landlord may reasonably effect in respect of or incidental to the Building, its operation and management; and
- (vii) valuation of the Building for insurance purposes.

(h) Legal Proceedings

- (i) making representations which the Landlord in its discretion reasonably and properly considers should be made against, or otherwise contesting, the incidence of the provisions of any legislation, order, regulation, notice or statutory requirement relating to or affecting the whole or any part of the Building; and
- (ii) the proper costs of pursuing and enforcing any claim, and taking or defending any proceedings which the Landlord may in its discretion make, take or defend against contractors, consultants, architects, consulting engineers and surveyors employed or engaged in connection with the construction, refurbishment and/or repair of the Building and/or the Premises or any other third party for the remedy of a defect, repairs in or to the Building or otherwise for which they or any of them might be liable.

(i) Employees

- (i) employment of a housekeeper, porter, caretaker, cleaning staff, gardener or other staff for the maintenance and upkeep of and the provision of services in the Building including, without limitation, benefits which are customary for such employees;
- (ii) the provision of uniforms, overalls and protective clothing for such employees or other staff required in connection with their duties; and
- (iii) the provision of living accommodation for the housekeeper, porter, or caretaker in or nearby the Building.

(j) Security

- (i) the provision of security arrangements for entry to the car parking areas;
- (ii) provision of security arrangements for the safety of occupiers and users of the Building and their property kept in the Building; and
- (iii) the engagement of security officers and services.

(k) Landscaping

Landscaping, planting and replanting and the maintenance and upkeep of the Common Areas and of garden or grassed areas.

(I) Pest Control

The engagement of pest exterminators to treat the Building.

(m) Moving

Moving costs related to initial move-in, interim shifting and move-out.

Due Proportion: means:

(a) in relation to the Total Building Service Charge the proportion which is attributable to the Premises, such proportion to be calculated on the basis of the total square meters of the Premises as compared to the total square meters of the Building excluding Common Areas; provided, however, that if such calculation is inappropriate having regard to the expenditure, or item of expenditure, incurred or the premises in the Building which benefit from it or otherwise, the Landlord may in its discretion adopt such other method of calculation of the proportion of the expenditure to be attributed to the Premises as is fair and reasonable under the circumstances

(which may result in the whole of the expenditure being attributed to the Premises); and

- (b) in relation to the Total Site Service Charge the proportion which is equal to:
 - (i) the Due Proportion in relation to the Total Building Service Charge as calculated in accordance with subsection (a) above,

multiplied by

(ii) the proportion which is attributable to the Building Site, such proportion to be calculated on the basis of the total square meters of the Building Site as compared to the total square meters of the developed portion of the Site; provided, however, that if such calculation is inappropriate having regard to the expenditure, or item of expenditure, incurred or the Building Site within the Site which benefits from it or otherwise, the Landlord may in its discretion adopt such other method of calculation of the proportion of the expenditure to be attributed to the Building Site as is fair and reasonable under the circumstances (which may result in the whole of the expenditure being attributed to the Building Site).

By way of example, assuming (x) the Premises constitute 10% of the Building excluding Common Areas and (y) the Building Site constitutes 25% of the developed portion of the Site, then the Due Proportion in relation to the Total Site Service Charge is 2.5%.

Service Charge: means the sum of:

- (a) the Due Proportion of the Total Building Service Charge;
- (b) the Due Proportion of the Total Site Service Charge: and
- (c) the cost of the utilities provided by the utility provider to the Landlord on behalf of the Tenant for which there is metering available.

<u>Site Services</u>: means those services with respect to the Site in its entirety that the Landlord elects to provide from time to time in its sole discretion (provided, however, that any of said services that the Landlord elects to provide shall at all times be for the benefit of the QSTP Free Zone), including, without limitation, utilities, services related to infrastructure, repair and maintenance of roads, signage, landscaping, security and access control, and third party, public liability and other insurance.

Total Building Service Charge: means the cost to the Landlord of

- (a) providing the Building Services to the Building; and
- (b) defraying the costs and expenses relating and incidental to such services, including, without limitation:
 - (i) wages, salaries and benefits of Landlord staff (including, without limitation, management, marketing, on-site and technical staff);
 - (ii) any cost for professional services (including, without limitation, lawyers, accountants and auditors, and any related corporate membership and association fees);
 - (iii) fees related to certain outsourced services (including, without limitation, finance, IT, human resources and catering/procurement); and

(iv) depreciation of Building, furniture and fixtures, electronic and other equipment, computers and printers, and software licenses.

<u>Total Site Service Charge</u>: means the cost to the Landlord of (a) providing the Site Services to the Site and (b) defraying the costs and expenses relating and incidental to such services including, without limitation, fees related to certain outsourced or shared services such as finance, IT, human resources and catering/procurement.

2. The Landlord's Obligation to Provide Building Services and Site Services

Subject to the payment of the Service Charge by the Tenant in the manner and at the times required under the Lease Agreement, including this Schedule "B-2", the Landlord will provide the Building Services and Site Services. In the event that Landlord elects to provide a certain Building Service or Site Service, the Landlord is not liable to the Tenant for failure to provide said Building Service or Site Service to the extent that the Landlord is prevented from doing so by Insured Risks and other such perils, accidents, strikes, lockouts of workmen or other cause beyond the Landlord's reasonable control. The Landlord is not under any obligation to continue the provision of any Building Services or Site Services and may in its absolute discretion vary, extend, alter or add to such Building Services or Site Services if the Landlord considers that by doing so the amenities in the Building may be improved and/or the management of the Building will be more efficiently conducted or if the Landlord's expenditure upon such Building Services or Site Services (including, in particular, utilities charges) increases from year to year. In the event the Landlord elects to discontinue any of such Site Services, the Landlord shall so notify the Tenant in writing at least sixty (60) days in advance of the effective date of the discontinuance in order to permit the Tenant to secure, at the Tenant's expense, an alternate source of the discontinued Site Service. The Landlord shall not unreasonably withhold, condition or delay its consent to any proposed non-structural alterations required by the Tenant, at the Tenant's expense, to enable the Tenant to receive the discontinued Site Services from other sources. In any event, the Landlord will not discontinue any Site Services that would render the Tenant's use of the Premises impossible or impracticable without first giving the Tenant the opportunity to secure alternate sources for such Site Services.

3. Advance Payments

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- (a) The Service Charge is to be discharged by means of advance payments to be made on the same days upon which Rent is payable under the Lease Agreement and by such additional payments as may be required under this Schedule "B-2".
- (b) The amount of each advance payment is be such amount as the Landlord may reasonably determine as likely to be equal to one-fourth of the Service Charge for the one-year period commencing on the Commencement Date and for each one-year period thereafter (such one-year periods being referred to as the "service charge periods"). Notwithstanding the foregoing, the Landlord may elect to have the service charge periods coincide with its financial year (commencing July 1 and ending June 30), in which case the Landlord (in the event the Commencement Date does not coincide with the beginning of a calendar quarter) advise the Tenant of the pro rata amount of the Service Charge to pay for the portion of the calendar quarter commencing on the Commencement Date.

4. Service Charge Statements

(a) The Landlord will as soon as may be practicable after the end of each service charge period

submit to the Tenant a statement duly certified by the Landlord giving a proper summary of the actual Service Charge for the service charge period just ended.

(b) If the Service Charge as certified is more or less than the total of the advance payments, then any sum due to or payable by the Landlord by way of adjustment in respect of the Service Charge is to be paid or allowed immediately, as the case may be.

5. Sinking Funds and Reserves

- (a) With a view to securing so far as may reasonably practicable that the Service Charge should be progressive and cumulative rather than irregular and that the tenants for the time being shall bear a proper part of accumulating liabilities which accrue in the future, the Landlord is entitled to include as an item of Service Charge for any service charge period an amount which the Landlord reasonably determines is appropriate to build up and maintain a sinking fund and a reserve fund in accordance with the principles of good estate management.
- (b) Any such sinking fund is to be established and maintained on normal commercial principles for the renewal and replacement of lifts, plant machinery and equipment in the Building.
- (c) Any such reserve fund is to be established and maintained to cover prospective and contingent costs of carrying out repairs, decoration, maintenance, and renewals and of complying with statutes, by-laws and regulations of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Building.

6. Landlord Protection Provisions

The Tenant is not entitled to object to the Service Charge (or any item comprised therein) or otherwise on any of the following grounds:

- (a) the inclusion in a subsequent service charge period of any item of expenditure or liability omitted from the Service Charge for any preceding service charge period;
- (b) any item of Service Charge included at a proper cost might have been provided at a lower cost:
- (c) disagreement with any estimate of future expenditure for which the Landlord required to make provision as long as the Landlord has acted reasonably and in good faith and in the absence of manifest error;
- (d) the manner in which the Landlord exercises its discretion in providing the Building Services or Site Services so long as the Landlord acts in good faith and in accordance with the principles of good estate management; or
- (e) the employment of managing agents to carry out and provide the Building Services or Site Services on the Landlord's behalf.

7. Exclusion of Tenant Liabilities

There is to be excluded from the items comprising the Service Charge any liability or expense for which the Tenant or other tenants of the Building may individually be responsible under the terms of their tenancies.

8. Tenant Obligations Regarding Insurance

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

- (a) all risks insurance to cover all of the Tenant's assets contained in the Premises;
 - (b) third party liability insurance in the joint names of the Landlord and the Tenant; and
 - (c) where the Tenant or the Tenant's agents or contractors conducts any work on the Premises, contractor's all risks insurance and worker's compensation insurance in the joint names of the Landlord and the Tenant in compliance with statutory and regulatory requirements.

The Tenant shall supply copies of the required insurance policies (and any relevant certificates or riders) and evidence of payment of premiums to the Landlord upon request by the Landlord PROVIDED ALWAYS that if the Tenant shall fail to insure or keep insured the Premises as aforesaid, the Landlord shall be entitled so to do on behalf of the Tenant and recover the cost of the required insurance from the Tenant.

Without limiting the requirement that the insurance to be maintained by the Tenant be on such terms and with such an insurer that is in all ways satisfactory to the Landlord, the required insurance must:

- (i) be with a national insurance company (as opposed to a foreign insurance company) as required by Law No. (1) of the Year 1966 of the State of Qatar;
- (ii) include a waiver of subrogation clause whereby the Tenant's insurance company waives all rights (whether by express or implied subrogation, or otherwise) to take action against the Landlord by virtue of loss covered by the required insurance; and
- (iii) include a primary cover provision whereby the Tenant's insurance company expressly agrees that (A) the required insurance policy provides primary cover for the Tenant, and (B) in the event of loss, damage or liability covered by the required insurance policy which is also covered in whole or in part under any policy or policies of insurance purchased by the Landlord, the Tenant's insurance company will indemnify the Tenant under the required policy as if the policy or policies purchased by the Landlord were not in force and waives rights of recourse, if any, against the insurers of the policy or policies of insurance purchased by the Landlord.