

TERMS AND CONDITIONS

This **MANAGED RENTAL SCHEME AGREEMENT** (“**Agreement**”) is made on the date set out first hereinabove in the Particulars

BETWEEN

- (A) The **Manager** named in **Paragraph 1** of the Particulars; and
- (B) The **Owner** named in **Paragraph 2** of the Particulars

WHEREAS:

- (A) The Developer is the developer of the Building and has sold the Unit to the Owner pursuant to the Sale and Purchase Agreement for use as a serviced/hotel apartment;
- (B) The Manager is duly licensed by the Government of Dubai’s Department for Tourism and Commerce Marketing (“**DTCM**”) to carry out hotel management activities in the Emirate of Dubai;
- (C) The Owner wishes to engage the Manager to provide the Managed Rental Scheme Services whereby the Manager shall operate, manage and supervise the Managed Rental Scheme for the Unit on behalf of the Owner on the terms set out in this Agreement;
- (D) Participation in the Managed Rental Scheme is subject to the Manager’s entry criteria and the Unit meeting the Manager’s rental standards, which the Manager shall determine in its sole discretion; and
- (E) The Parties hereby enter into this Agreement to regulate the inclusion of the Unit in the Managed Rental Scheme.

NOW THEREFORE, it is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

A la Carte Services means the services provided by the Manager or their nominee and offered to Guests and the Owner in residence at the Unit at rates determined at the sole discretion of the Manager and as amended from time to time without any requirement for notice by the Manager;

Accounting Period means the accounting periods of the Manager pursuant to this Agreement, as set out in **clause 10.6**;

Agreement means this managed rental scheme agreement including the Particulars and the Schedules attached;

Annual Audit shall have the meaning attributed to it in **clause 8.2**;

Association Manager means the manager of the Owners' Association for

the Building appointed in accordance with the Jointly Owned Properties Law;

Audit means an inspection and audit of the Unit and the FF&E to be carried out by the Manager;

Authority(ies) means the Government of the UAE or the Emirate of Dubai, as the case may be, or any ministry, department, municipality, local authority and service providers approved by the Developer or the Master Developer having jurisdiction over the Unit, the Building or the Master Community, including, but not limited to, the Master Developer, the Land Department, the Dubai Electricity and Water Authority, and any other utility provider(s) or service providers approved by the Developer or the Master Developer as the case may be;

Building means the building stated at **Paragraph 4** of the Particulars, of which the Unit forms part;

Building Management Statement means the building management statement for the Building prepared in accordance with the Jointly Owned Properties Law;

Building Manager means the building manager of the Building appointed in accordance with the Jointly Owned Properties Law to operate, manage, maintain and repair the Common Elements of the Building on behalf of the owners in the Building;

Business Day means any day other than a Saturday or a Sunday and on which the banks are open for business in Dubai;

Commencement Date means the commencement date of the Managed Rental Scheme Period being as soon as practicable after the date of this Agreement;

Commercial Component means those areas of the Building excluding the Common Areas and the Units which the Developer reserves ownership, management and operations of (including but not limited to, the commercial parking bays, any and all signboards or other advertising boards inside or outside of the Building; the valet parking areas; management offices and management staff facilities; help desks; dry and wet spa areas; gym; cafes; lounges, kids' clubs; restaurants; bars; pool; snack bar and other recreational areas) and other residential, hotel or serviced units in the Building, including any common property of the Commercial Component only and any other areas needed to operate services for the serviced/hotel apartments.

Common Areas means those parts of the Residential Component and the facilities contained therein not forming part of any Units and being capable of and intended for the use in common by all owners in the Residential Component, or which are deemed to be "Common Areas" under the Jointly Owned Properties Law, including any building structures, machinery, plant and service rooms, walkways, corridors, lobbies, lifts, passages, entranceways, halls and utilities (of which some areas and facilities may also be Common Elements);

Common Elements means those parts of the Building including the services, facilities, equipment and amenities or any part of them that are

intended for the shared use by all owners and/or occupiers of the Building;

Constitutional Documents means the Residential Jointly Owned Property Declaration, the Building Management Statement, the Master Community Declaration and any other document, instrument or agreement registered or required to be registered in respect of the Unit, the Building, the Residential Component and/or the Master Community in accordance with the Jointly Owned Properties Law or any other law;

Contribution Amount has the meaning attributed to it in **clause 8.1**;

Developer means the developer of the Building named in **Paragraph 5** of the Particulars including its successors and assigns;

Entry Audit has the meaning attributed to it in **clause 2.1.2**;

Entry Date has the meaning attributed to it in **clause 2.3**;

Expenses has the meaning attributed to it in **clause 10.3**;

FF&E means fixtures, fittings and equipment including any interior design packages in respect of the Unit. Such FF&E shall at all times remain the property of the Owner subject to **clause 8.4**;

FF&E Insurance shall have the meaning attributed at **clause 9.1**;

Force Majeure Event includes, without limitation, acts of God, war (whether declared or not), revolution, invasion, insurrection, riots, terrorist acts, sabotage or other civil disorders, strikes or other labour disputes, fire, earthquake, storm, flood or other natural disaster, interruption or failure of utility service of any kind, failure of transportation of any machinery, equipment, material or personnel, breach of contract by any essential contractor or subcontractor, acts or omissions to act, laws, regulations or rules of any government or governmental agency, limitations imposed by exchange control regulations or foreign investment regulations or similar regulations or any other event beyond the control of the Manager;

Guest means any guest or occupant occupying the Unit;

Jointly Owned Properties Law means Law No. (27) of 2007 on Ownership of Jointly Owned Properties in the Emirate of Dubai and includes any regulations and decisions issued by the chairman of the Land Department from time to time pursuant to Article 32 of such law;

Land Department means the Land Department of the Government of Dubai or other applicable registry;

Managed Rental Scheme means the guest occupancy and management scheme for the Building provided by the Manager under the terms and conditions of this Agreement to the Owner;

Managed Rental Scheme Period means the term of the Managed Rental Scheme in the Building being a period determined by the Manager;

Managed Rental Scheme Services means the services that the Manager will provide or procure so as to manage the Unit on behalf of the Owner in accordance with the terms and conditions of this Agreement including those services set out in **clause 6**;

Manager means the manager named in **Paragraph 1** of the Particulars including its successors or assigns;

Market Return means a fair and reasonable estimation of the annual rent that the Owner may expect to receive for a one year rental of the Unit on the open market, as determined by the Manager at its sole discretion taking into account readily available data at that time.

Master Community means the entire master community where the Building is situated, as stated at **Paragraph 6** of the Particulars;

Master Developer means the master developer of the Master Community, as stated at **Paragraph 7** of the Particulars, or any other entity or authority as may assume responsibility for the development, management and control of the Master Community from time to time;

Net Revenue means the Total Pooled Revenue less the Rental Scheme Management Fee and less the Expenses and less any other costs or expenses as expressly agreed in this Agreement;

Owner means the owner of the Unit named in **Paragraph 2** of the Particulars including where relevant the Owner's permitted successors or assigns;

Owners' Association means the association of the owners of the Residential Component constituted in accordance with Article 17 of the Jointly Owned Properties Law in respect of the Residential Component;

Owner's Daily Fees has the meaning set out at **clause 7.5**;

Owner's Occupation Period has the meaning given to such term in **clause 7.1**;

Owner's Share means the revenue received by the Owner, calculated in accordance with **clause 10.2**;

Owner's Simulations means the worked examples of the Owner's Share annexed at **Schedule 5**;

Participating Units means all Units participating in the Managed Rental Scheme;

Participating Units Insurance shall have the meaning attributed at **clause 9.1**;

Particulars means the details listed at the commencement of this Agreement which form an integral part of this Agreement;

Parties means the Manager and the Owner and "**Party**" means any one of them as the context so permits;

Power of Attorney means the power of attorney format shown at **Schedule 3**;

Pre-Opening Expenses shall have the meaning attributed in **clause 6.3**;

Pre-Opening Services shall have the meaning attributed at **clause 6.3**;

Records has the meaning given in **clause 12.1**;

Rental Scheme Management Fee means the fee set out at **clause 10.1** payable to the Manager for providing and/or procuring the provision of the Managed Rental Scheme Services to the Owner in accordance with this Agreement;

Residential Component means the part of the Building that comprises the Units and the Common Areas as further defined in the Building Management Statement;

Residential Jointly Owned Property Declaration means the declaration of the Owners' Association prepared by the Developer in the form prescribed by and in accordance with the Jointly Owned Properties Law;

Sale and Purchase Agreement means the agreement for sale and purchase of the Unit entered into between the Owner and the Developer in respect of the Unit;

Schedules means the schedules annexed to this Agreement which form an integral part of this Agreement;

Service Charges has the meaning attributed to it at **clause 10.3 (l)**;

Statement means the financial statement to be provided to the Owner for each Accounting Period, substantially in the format of the template annexed at **Schedule 4**;

Total Pooled Revenue means the total pooled revenue generated each Accounting Period from the occupancy of Participating Units. Total Pooled Revenue will not include any revenue derived from any ancillary services, including:

- (a) food and beverage sales;
- (b) proceeds from any insurance policies and recoverables;
- (c) telecommunication, internet or cable services;
- (d) the building facilities available for use by owners on a commercial fee paying basis, including any spa or salon;
- (e) events, transportation or other items not customarily included in room rates for the Unit;
- (f) receipts from licensees, lessees, concessionaires or purchasers of any areas owned by the Developer that are not Common Elements; and
- (g) all revenues generated from or by the Commercial Component in the Building

Unit means the serviced/hotel apartment unit as identified in **Paragraph 3** of the Particulars together with (where permitted by law) the undivided share of the Common Areas attached to the Unit;

Unit Area means the area set out in **Paragraph 3** of the Particulars;

Units means any or all of the Units in the Building including the Unit as the context so requires;

1.2 Interpretation

- 1.2.1 Use of the singular shall include the plural and vice versa and any one gender includes the other genders and any reference to 'persons' includes natural persons, firms, partnerships, companies and corporations.
- 1.2.2 The clause and paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.3 All dates, years, quarters or months shall be determined by reference to the Gregorian calendar.
- 1.2.4 Where there is more than one party within the Owner named in this Agreement, all Owners obligations shall be joint and several.
- 1.2.5 Reference in this Agreement to "including" or "include" shall be deemed to be "including without limitation" or "includes without limitation", as the context permits.
- 1.2.6 Reference to a specific law includes any extension, modification, amendment or re-enactment of such law and any regulations or orders made under such law.

2 Conditions Precedent

- 2.1 This Agreement shall not come into effect and operation until satisfaction and/or completion of both of the following, which shall be conditions precedent to the effectiveness of this Agreement:
 - 2.1.1 The Manager shall obtain all approvals and no objection certificates from the Authorities to operate the Managed Rental Scheme; and
 - 2.1.2 The Manager shall carry out an initial Audit of the Unit and the FF&E to assess whether it is equipped to a level, and in a state and condition, which is sufficient to meet all requirements necessary to satisfy the serviced standards of the Building, and any branding requirements of the Building or the Manager, as the case may be, and/or the costs of bringing the Unit and the FF&E up to such standards, all at the sole discretion of the Manager ("**Entry Audit**"). The Manager may decline the Unit/Owner entry into the Managed Rental Scheme as a result of the Entry Audit or the Manager will allow entry into the Managed Rental Scheme and the Entry Audit shall provide the calculation for the Owner's initial contribution to the repair, improvement and/or replacement of the Unit and the FF&E. The Owner shall be required to pay such costs in full to the Manager within ten (10) Business Days of receipt of a written demand from the Manager.
- 2.2 Satisfaction and completion of the above conditions precedent shall be at the sole discretion of the Manager.
- 2.3 The Manager shall determine entry into the Managed Rental Scheme at its sole discretion and shall allocate entry to the Managed Rental Scheme on the first day of each quarter of each calendar year only. Any date that the Unit is entered into the Managed Rental Scheme is known as the "**Entry Date**".

3 Operative Provisions

Subject to satisfaction of the conditions precedent set out above, the Owner appoints the Manager on an exclusive basis to provide the Managed Rental

Scheme Services and the Manager hereby agrees to provide the Managed Rental Scheme Services on the terms and conditions set out in this Agreement.

4 **Term**

- 4.1 The Parties hereby agree that the duration of this Agreement and the Unit's participation in the Managed Rental Scheme, shall be for five (5) years from the Entry Date (the "**Term**"), subject to renewal pursuant to **clause 4.2**, or early termination in accordance with this Agreement.
- 4.2 Subject to **clause 20**, this Agreement shall automatically renew at the expiry of the Term for further five (5) year periods until terminated or until the Owner serves on the Manager written notice in accordance with **clause 5.1**.

5 **Owner's Right to Withdraw from the Managed Rental Scheme**

- 5.1 Effective from and after the date falling forty eight (48) months after the Entry Date, the Owner shall, from that date, be entitled to provide the Manager with twelve (12) months prior written notice of his intention to withdraw from the Managed Rental Scheme. Such notice shall be in compliance with the format set out at **Schedule 2** annexed hereto. After withdrawing from the Managed Rental Scheme, the Owner will not be entitled to receive the Managed Rental Scheme Services.
- 5.2 In the event that the Owner withdraws from the Managed Rental Scheme pursuant to this **clause 5**, the Owner is entitled to re-join the Managed Rental Scheme after three (3) years (calculated from the date the Owner's withdrawal from Managed Rental Scheme became effective) subject to the following:
- (a) the Owner providing the Manager with a notice in compliance with the format set out at **Schedule 2**;
 - (b) the Owner and the Unit meeting the Manager's enrolment criteria (determined in the Manager's sole and unfettered discretion);
 - (c) the satisfactory completion of a further Entry Audit; and
 - (d) entry by the Parties into a new agreement in similar terms to this Agreement.
- 5.3 The Owner acknowledges and understands that their withdrawal, termination, or breach of this Agreement may adversely impact the overall operation and management of the Building. As such, the Owner agrees to bear the consequences of their decision to withdraw, terminate, or breach the Agreement. In the event that this Agreement is terminated in accordance with clauses 5.1 or 20.2, the Manager shall be entitled to receive, in addition to any other rights and remedies available under this Agreement or applicable law, a termination fee as liquidated damages to compensate for the early termination. The termination fee shall be calculated at a rate of AED 20 per square foot of the Unit Area and must be paid by the Owner prior to the handover of the Unit. This termination fee reflects a reasonable pre-estimate of the Manager's loss resulting from the early termination of the Agreement and the potential disruption to the building's operation.

6 **Managed Rental Scheme Services**

6.1 In consideration for the Owner paying the Manager the Rental Scheme Management Fee, the Manager shall, from the Entry Date, provide the Owner with the Managed Rental Scheme Services which shall include but not be limited to:

- (a) performing such services as are in the Manager's reasonable opinion necessary for the efficient supervision, direction and control of the Managed Rental Scheme;
- (b) engaging operator(s) and/or contractor(s) which the Manager deems necessary in its absolute discretion to assist the Manager in providing the Managed Rental Scheme Services;
- (c) maintaining and repairing the interior of the Unit and the FF&E in accordance with **clause 8**;
- (d) establishing all prices, price schedules, rates, rate schedules and charges for the Participating Units;
- (e) supervising, directing and controlling the collection of all income of any nature derived from the provision of the Managed Rental Scheme Services;
- (f) planning, organising and carrying out such advertising, sales, marketing, promotional and public relations activities as it from time to time sees fit;
- (g) operating an efficient and regulatory compliant reservation system through which all reservations for the Participating Units in the Managed Rental Scheme, including those for the Owner's Occupation Period, will be processed. The reservation system shall be subject to all of the policies and procedures established from time to time by the Manager, who shall have the right to establish policies and procedures regarding access, control, check-in and check-out procedures; and

6.2 The Manager shall have absolute control and discretion with regard to operating and managing the Managed Rental Scheme Services and the right to determine all operating policies affecting (without limitation and without requiring the approval of the Owner as to policies and matters of operation):

- (i) the internal appearance of the Unit;
- (ii) standards of operation of the Managed Rental Scheme;
- (iii) quality of the Managed Rental Scheme Services; and
- (iv) any other matters.

6.3 The Owner acknowledges and accepts that in order to prepare the Building and the Unit for the Managed Rental Scheme the Manager shall also provide numerous services to the Building and/or the Unit on behalf of the Owner, all at the cost of the Manager, including without limitation: preparation of budgets; negotiating and executing licenses or leases pertaining to occupancy arrangements; negotiating and executing service contracts; pre-opening marketing and promotion including extensive

campaigns and launch events; market research; planning; systems planning and establishment; operating procedures establishment and implementation; all staffing and related matters; implementation of food and beverage strategies and systems and all other services and activities necessary in the pre-opening stage ("**Pre-Opening Services**"). The costs incurred by the Manager in providing, or in funding the provision of, the Pre-Opening Services shall be payable over a period of three (3) years from the Commencement Date by deducting such sums from the Total Pooled Revenue ("**Pre-Opening Expenses**"). The Owner unconditionally agrees and accepts that provision of the Pre-Opening Services and the funding thereof by the Manager is essential for the opening and operation of the Managed Rental Scheme and is for the benefit of the Unit and undertakes not to dispute this provision with the Manager at any time.

7 **Owner's Use of the Unit**

7.1 Subject to the provisions of this **clause 7** and **clause 10**, the Owner shall be entitled to use the Unit for a maximum of fourteen (14) nights in each consecutive twelve (12) month period from the Entry Date, unless otherwise agreed ("**Owner's Occupation Period**"). Any unused nights of the Owner's Occupation Period during any such twelve (12) month period shall not be carried over to the next twelve (12) months.

7.2 The Owner must provide the Manager with at least one hundred and twenty (120) clear days prior notice detailing the proposed dates of his intended occupancy. The Owner acknowledges that their ability to use the Unit is subject to availability. Any request by the Owner to modify a request/reservation to use the Unit is subject to the Manager's discretion.

7.3 If the Unit is not available for use at a time requested by the Owner, the Manager in its sole and unfettered discretion may, subject to availability, offer the Owner use of an alternative unit of the same, similar or superior internal standard, notwithstanding that the alternative unit may be on a higher or lower floor and may have a different view from the Unit. Use of an alternative unit will form part of the Owner's Occupation Period.

7.4 The A la Carte Services will be offered by the Manager during an Owner's Occupation Period and will be charged to the Owner at rates determined by the Manager at that time, as amended by time to time by the Manager and shall be deducted monthly from the Owner's Share.

7.5 The Manager shall provide for the cleaning of the Unit during each utilised portion of the Owner's Occupation Period and, in doing so, will provide linens, towels, hand soaps, shampoo and other sundries in the Unit consistent with the standard of the Managed Rental Scheme. The Owner shall receive such services and sundries on a daily basis during any Owner's Occupation Period and the cost of such daily services and sundries together with the daily costs of all utilities used during any Owner's Occupation Period shall be charged to the Owner at a rate communicated to the Owner by a notice in the Building at that time ("**Owner's Daily Fees**") and deducted from the Owner's Share accordingly. The Owner hereby agrees that the cleaning and provision of services and sundries during any Owner's Occupation Period is mandatory and further accepts all costs associated with such cleaning, services, sundries and utilities used in accordance with the Owner's Daily Fees.

- 7.6 The Owner shall not make any changes, modifications, alterations, improvements or additions to the Unit and shall not remove anything from the Unit during the Owner's Occupation Period. The Owner hereby indemnifies the Manager from any costs, charges or losses arising from the Owner's non-conformity with this clause.
- 7.7 The Owner understands that for each day of the Owner's Occupation Period that the Owner uses, the Owner's Share will be reduced in accordance with the calculations set out at **clause 10.2** and **Schedule 5**.
- 7.8 Where the Owner wishes to cancel a reservation but does not comply with the Manager's cancellation policy from time to time, the Owner shall be deemed to have occupied the Unit for the reserved period and the Owner's Occupation Period shall be reduced accordingly. Further, if the Owner fails to attend or use the Unit for a reserved period (or any part thereof) the Owner's Occupation Period shall be reduced by the entire reserved period.

8 Repairs and Maintenance

- 8.1 The Manager shall maintain the FF&E in the order, repair and condition to the luxury standard required by the Manager including making necessary replacements, improvements, additions and substitutions thereto.

At the end of each month, the Manager is entitled to deduct 5% from the Owner's Share ("**Contribution Amount**") to use for conducting the FF&E of the Unit.

- 8.2 The Owner shall be responsible to pay for any balance of repairs to and replacement of the FF&E via an annual Audit carried out by the Manager at the end of every year of the Unit's participation in the Managed Rental Scheme ("**Annual Audit**"). Following the Annual Audit, and in case the FF&E costs exceeded the Contribution Amount, the Manager shall inform the Owner of the results of the Annual Audit and the costs required to bring the FF&E back into line with the required standard. The Owner shall then pay to the Manager the amounts required within ten (10) Business Days of receipt of a written request for payment from the Manager, failing which, **clause 10.12** shall apply.
- 8.3 The Manager shall be entitled to carry out such works as it deems necessary or desirable from time to time in order to maintain, refurbish, replace, repair, repaint or redecorate the FF&E of the Participating Units, and may, in its absolute discretion, make any emergency repairs to the Unit (including but not limited to the FF&E) which the Manager considers necessary due to any dangerous condition, or safety concern which may arise at or in the Unit, or which is required in order to comply with any applicable legal requirements where failure to comply may effect the reputation of the Manager, the Building or the Developer, result in suspension of the operations of the Managed Rental Scheme Services or expose the Owner or the Manager to criminal liability. Any works performed or organised by the Manager pursuant to this **clause 8.3**, whether non-emergency or emergency shall be at the Owner's expense and shall be deducted monthly from the Owner's Share.
- 8.4 The Owner agrees that the original FF&E in the Unit at the Entry Date shall not be amended in any way by the Owner (such amendment including any addition, removal, alteration, temporary storage or temporary removal of FF&E) during the Managed Rental Scheme Period.

8.5 The Owner shall when requested by the Manager, provide copies of all guarantees and warranties relating to the Unit. If any repairs or alterations to the Unit are necessary, the Owner shall provide all reasonable assistance to the Manager to enforce the rights under any applicable guarantee or warranty.

9 Insurance

9.1 The Manager shall use all reasonable endeavours to procure and maintain property all risks insurance for the Participating Units ("**Participating Units Insurance**") and the FF&E (both to replacement value) ("**FF&E Insurance**"). The Owner agrees that in the event of a claim being made under any Participating Units Insurance or FF&E Insurance policy, all proceeds/sums recovered in respect of the claim shall be used to repair the Participating Units or repair or replace the FF&E whichever the case may be in order to maintain the Manager's required standard.

9.2 The Manager shall also use all reasonable endeavours to procure and maintain insurance in respect of the Unit for the following:

- (a) third party liability and public insurance for a reasonable amount per occurrence;
- (b) business interruption and loss of rent insurance;
- (c) plate glass insurance; and
- (d) contents insurance,

and the Owner agrees that in the event of a claim being made under any of the above insurance policies, all proceeds/sums recovered in respect of the claim shall be used to finance the loss or replace or repair the relevant damage whichever the case may be in order to maintain the Manager's required standard in the Building.

9.3 The Owner acknowledges and accepts that the Manager is not and does not hold itself out to be an insurance agent or broker and the Owner will have no right of recourse against the Manager for any loss or damage in relation to, in connection with, or in respect of any failure or refusal of an insurer to pay a claim.

9.4 If requested to do so by the Manager, the Owner must provide all reasonable assistance to the insurers in respect of the policies referred to in this **clause 9**.

10 Payment of Fee and Revenue

10.1 The Manager shall be entitled to deduct the Rental Scheme Management Fee, the Expenses and any other costs as expressly agreed in this Agreement from the Total Pooled Revenue to calculate the Net Revenue. The Rental Scheme Management Fee shall be 5% of the Total Pooled Revenue for every year of the Managed Rental Scheme Period.

The Owner hereby agrees and acknowledges that the Rental Scheme Management Fee for any year of the Managed Rental Scheme Period could be amended and determined by the Manager at its sole discretion.

10.2 The Owner's Share shall be calculated in accordance with the following:

- (i) Owner's Share = E x I, where the expressions "E" and "I" have the meanings ascribed to them in **Schedule 5A** or **Schedule 5B**, as applicable in accordance with **Clause 10.2(ii)** below;
- (ii) Manager shall at its sole discretion determine whether the Owner shall receive the Owner's Share for an Accounting Period based on the calculations set out at **Schedule 5A** or in accordance with the calculations set out at **Schedule 5B**. It is understood between the Parties that the respective calculations set out in **Schedules 5A** and **5B** are differentiated as follows:
 - (a) **Schedule 5A** shows the calculations used to quantify the Owner's Share based on the Unit Area; and
 - (b) **Schedule 5B** shows the calculations used to quantify the Owner's Share based on the Unit's Market Return.

The Owner agrees that the Owner's Simulations annexed at **Schedule 5** show worked examples of the above formula for demonstration purposes only. The figures shown in the Owner's Simulations are only indicative of the working of the above formula. The Owner acknowledges and agrees that the Market Return is not an accurate representation but serves as an illustrative guide for potential rental income, and actual rental returns may vary from the provided estimate.

10.3 The Expenses are any outgoings incurred by the Manager in providing the Managed Rental Scheme Services which may include expenses incurred with respect to:

- (a) all costs of wages, salaries, training, payroll taxes, social security taxes and other necessary costs, including severance or other termination benefits, fringe benefits and other usual and customary incidental employee benefits (including staff accommodation) paid to or for employees of the Manager in providing support services to the Managed Rental Scheme including all recruitment costs, relocation costs and all costs of temporary or contract staff. Such support services shall be provided and charged on a fair and equitable shared allocation basis with other managed rental schemes operated by the Manager in Dubai from time to time. The Manager undertakes always to ensure that such costs are only incurred to the benefit of the Managed Rental Scheme as a whole;
- (b) expenditure on advertising, marketing affiliation programs, sales promotions and public relations including expenditure;
- (c) the cost of all utilities and services including telephone, cable and/or pay interactive television services, internet or related services, energy, gas and electricity, and the costs of all service contracts including refuse removal and janitorial services, cold and hot water, steam, heating, air conditioning and ventilation (including district cooling), nursery and gardening services, vermin extermination and elevator maintenance;
- (d) the cost of laundry, linen and uniform services;
- (e) bad debts and allowances for uncollectible accounts receivable in accordance with the Manager's policy on bad debts as amended from time to time;

- (f) commissions, fees and expenses paid to sales agents and credit card companies;
- (g) bank charges;
- (h) audit fees and all other professional fees including legal fees and consultant's fees;
- (i) ongoing repairs to and replacement of the FF&E which are not carried out and paid for pursuant to the Entry Audit or the Annual Audit;
- (j) the cost of the premiums for the Participating Units Insurance and the FF&E Insurance;
- (k) any fees payable in connection with the Manager's application, maintenance and renewal of any licences, permits and registrations required by any Authority in order to provide the Managed Rental Scheme Services;
- (l) all service charges and master community service charges payable by the Owner in accordance with the Sale and Purchase Agreement and the Constitutional Documents ("**Service Charges**") and any reserve fund contributions or other contributions payable to the Owners' Association or the Master Developer by the Owner pursuant to the Constitutional Documents, if elected to be deducted as an Expense by the Manager;
- (m) any property taxes and any and all other taxes or fees levied against the Unit or the Owner by any Authority if elected to be deducted as an Expense by the Manager;
- (n) any other services which may be provided and charged on a fair and equitable shared allocation basis between the Managed Rental Scheme and the Residential Component in the Building. The Manager undertakes always to ensure that such costs are only incurred to the benefit of the Managed Rental Scheme as a whole; and
- (o) such other expense incurred in the operation of the Managed Rental Scheme.

collectively items (a) to (o) inclusive are referred to as the "**Expenses**".

10.4 If there is any money or payment due to the Manager by the Owner for any reason including without limitation any amounts due pursuant to **clauses 6.3, 7.4, 7.5, 8.2 or 8.3**, the Manager shall be entitled to deduct the outstanding amount together with any penalty and/or interest charges provided for in this Agreement from the Owner's Share prior to making a payment to the Owner.

10.5 Notwithstanding that the Manager shall be entitled to deduct the Service Charges, and/or any property or other taxes as an Expense from the Total Pooled Revenue in accordance with **clause 10.3**, the Owner acknowledges that the Manager may in its sole and unfettered discretion direct the Owner to pay the following Expenses directly to the relevant party and that the Owner will at all times remain solely liable for paying:

- (a) the Service Charges and any other contributions raised by the Owners' Association which are payable pursuant to the Constitutional

Documents; and

- (b) any taxes/fees levied against the Unit or the Owner by any Authority.
- 10.6 Subject to **clauses 10.4, 10.8, 10.9, 10.13 and 10.14**, the Owner's Share shall be payable to the Owner quarterly in arrears ("**Accounting Period**") and no later than thirty (30) Business Days after the end of the relevant month. The Manager shall send the Owner a Statement for each Accounting Period and shall pay the Owner's Share net of any applicable bank charges into the Owner's nominated bank account.
- 10.7 It is hereby agreed that the Owner's Share shall be payable to the Owner from the Entry Date.
- 10.8 The payment of the Owner's Share is subject to and shall be calculated according to the actual income accrued during the relevant Accounting Period from the Managed Rental Scheme by the Manager. That is, the income will be accounted for by the Manager in the Accounting Period for the purpose of determining the Owner's Share for the Accounting Period.
- 10.9 In the event of the Entry Date occurring on a day other than the first day of an Accounting Period or expiring other than on the last day of a Accounting Period, the Manager will pro-rata the Owner's Share for the relevant Accounting Period which shall be paid to the Owner no later than thirty (30) Business Days after the relevant Accounting Period.
- 10.10 In the event that the Owner's Share is a negative amount (ie Expenses are more than Net Revenue) (a "**Negative Event**") then the Manager shall finance the Owner's pro rata share of the shortfall (the "**Negative Balance**"), subject to **clause 10.11**.
- 10.11 Following the occurrence of a Negative Event the Owner acknowledges and agrees:
- (a) that the Manager may recover its financing of the Owner's pro rata share of the Negative Balance with interest at the rate of the prevalent EIBOR+3% per Accounting Period from the Owner's Share in future Accounting Periods; and
- (b) the Owner may not withdraw from the Managed Rental Scheme or terminate this Agreement while a Negative Balance subsists.
- 10.12 If the Owner fails to pay the Manager in accordance with **clause 8.2**:
- (a) the Manager shall be entitled to charge a penalty for late payment of the amount due from the Owner at the rate of two per cent (2%) per Accounting Period until paid in full; and
- (b) the Manager shall be entitled to withhold its consent to any proposed assignment of this Agreement by the Owner whilst any monies may be due and payable; and
- (c) the Manager may decide that the amount owed by the Owner will be carried forward and deducted from the Owner's Share for the following Accounting Period; and/or
- (d) the Manager will be entitled to terminate this Agreement pursuant to the provisions of **clause 20** without the requirement for court, or any other order.

- 10.13 The Owner irrevocably agrees and acknowledges that:
- (a) the Managed Rental Scheme shall require a certain level of working capital to operate for a fiscal year. Payment of the Owner's Share is subject always to there being sufficient working capital in the Managed Rental Scheme for a fiscal year as required by the Manager; and
 - (b) nothing in this Agreement or the Sale and Purchase Agreement guarantees or consists of any form of representation from the Manager that the Managed Rental Scheme shall make sufficient Net Revenue to permit for the Owner's Share to be paid to the Owner. The Owner confirms that he is aware that the Net Revenue is subject to market fluctuations at all times and the Owner may not receive any Owner's Share, or may bear losses, as a result of such fluctuations. The Owner shall have no right of recourse against the Manager for such fluctuations or losses. Should the Managed Rental Scheme make losses at any time, the Manager shall be entitled to fund such losses and then recover the same from the future Total Pooled Revenue together with interest on such amounts.

10.14 The Manager reserves the right to amend the Owner's Share where required in order to comply with any laws or rules and regulations of the Authorities.

10.15 The Owner shall bear all risk and loss in respect of any currency exchange rates or fees and any withholding taxes or other taxes on the Owner's Share. The Manager will not be liable for any income taxes, corporate taxes, and/or or any other taxes, levies and/ or exchange controls attributable to income earned by, or paid to, the Owner.

10.16 The Manager reserves the right, but is not obligated, at any time and without prior notice to the Owner, to set off any liability of the Owner to the Manager against any liability of the Manager to the Owner, or any amounts due to be forwarded by the Manager to the Owner (in either case, regardless of whether such liability is present or future, liquidated or unliquidated, and irrespective of the currency denomination). For this purpose, the Manager may convert or exchange any currency as needed. The exercise of the Manager's rights under this clause shall not prejudice any other rights or remedies available to the Manager under this Agreement or otherwise. Furthermore, all amounts payable by the Owner under this Agreement shall be remitted in full without any deduction or withholding, except as required by law. The Owner shall not assert any credit, set-off, or counterclaim against the Manager to justify withholding payment of any such amount, in whole or in part.

11 **Owner's Obligations**

11.1 The Owner must do all things necessary to comply with the terms of this Agreement and to enable the Manager to comply with its obligations under this Agreement, including, without limitation:

- (a) payment of all fees, charges or costs in accordance with this Agreement (including, but not limited to the Rental Scheme

Management Fee, the Expenses and the Service Charges, if not deducted from the Total Pooled Revenue by the Manager);

- (b) if required by the Manager, execute a declaration of adherence to this Agreement;
 - (c) signing other documents, and/or approving any documents of whatsoever nature, as may be required by the Manager from time to time in relation to this Agreement or in the course of business in order to fulfil any and all obligations and duties under this Agreement and any other agreement entered into by the Manager on behalf of the Owner (if any); and
 - (d) allow the Manager unfettered and exclusive rights (subject to the terms of this Agreement) to have access to the Unit to enable it to carry out the Managed Rental Scheme Services in accordance with the terms and conditions of this Agreement.
- 11.2 The Owner agrees to fully co-operate with the Manager, the operator(s) (if any), the contractor(s) (if any) and other owners in promoting the Unit, the Building and the Managed Rental Scheme, and shall comply with the terms of this Agreement at all times.
- 11.3 The Owner agrees to execute, register and maintain the Power of Attorney in accordance with **clause 22** hereunder.
- 11.4 The Owner agrees that the Manager may allow the Unit to be used by Guests upon commercial terms which are to the benefit of the Building and/or the Unit which may include competition prizes/free stays or other incentives. The Owner shall not dispute the determining of such commercial terms for any reason whatsoever.
- 11.5 The Owner acknowledges and agrees that the Owner, any successors or assigns shall automatically be bound by the terms of this Agreement for the duration of the Managed Rental Scheme Period.
- 11.6 The Owner irrevocably authorises the Manager to deduct the Rental Scheme Management Fee, the Expenses, the Service Charges and any other amounts payable by the Owner under this Agreement from the Total Pooled Revenue in accordance with this Agreement.
- 11.7 The Owner shall comply with all rules, regulations or policies in force from time to time in respect of the Unit, the Residential Component, the Building and the Master Community, as directed by the Manager (in any of its capacities) and the Master Developer from time to time.
- 11.8 If requested by the Manager, the Owner must do all things and sign all documents as may be required by the Manager to enable it to take any action (litigation or otherwise) to recover any moneys owing by any Guest.
- 11.9 The Owner acknowledges that nothing in this Agreement obliges or compels the Manager to take any action (litigation or otherwise) to seek to recover any monies owed by the Guest should the Manager consider, in its absolute discretion, that pursuing such recovery is not commercially worthwhile.
- 11.10 Nothing contained in this Agreement absolves the Owner from its responsibility to pay all Expenses, Service Charges or other contributions to

the Owners' Association and the Manager may, at any time, direct the Owner to pay all or any of the Expenses, the Service Charges or other contributions directly to the operator(s), contractor(s), utility provider or service providers that have provided such service or the Service Charges or other contributions directly to the Owners' Association, the Master Developer or other relevant body as the case may be.

- 11.11 The Owner shall be responsible for all interest, penalties or charges raised by any operator(s), contractor(s), utility provider, service providers, the Owners' Association, the Master Developer or other relevant body against the Unit as a result of the Owner's failure to pay any Expenses or Service Charges including any shortfall in the Expenses or Service Charges referred to in **clause 11.10**.
- 11.12 The Owner warrants that for the Managed Rental Scheme Period, the Unit will remain free from any encumbrances or other restrictions including, but not limited to, any leases, which could in any way adversely affect the Manager's rights or ability to manage and operate the Unit on behalf of the Owner as part of the Managed Rental Scheme.
- 11.13 Any mortgage or other agreements entered into by the Owner with respect to the Unit must provide, that this Agreement will continue in force, subject to the Manager's discretion, in case of any change of possession or ownership of the Unit for any reason, including a default or foreclosure.
- 11.14 The Owner agrees that it will enter into any addendum of the Sale and Purchase Agreement or any other agreement as may be required by the Manager in order to give effect to the rights and obligations contained in this Agreement.
- 11.15 The Owner will at all times comply with the Constitutional Documents and all rules and regulations of the Owners' Association, the Master Developer and the Authorities as may be applicable from time to time.
- 11.16 The Owner acknowledges and agrees that Unit Area stated in **Paragraph 3** of the Particulars is intended to be the area of the Unit according to the title deed for the Unit issued by the Land Department. If a title deed has not yet been issued by the Land Department for the Unit then the Unit Area shall be the area stated in the Unit Sale and Purchase Agreement, which shall be substituted by the final Unit Area as stated in the Unit title deed when issued. The Owner hereby irrevocably agrees that any difference between the Unit Area stated herein and the Unit Area as stated in the title deed for the Unit may require a re-calculation of Owner's Share from time to time. The Owner hereby agrees and consents to such re-calculation and acknowledges that the area stated in the title deed for the Unit will be the definitive Unit Area for the purposes of calculation of the Owner's Share in this Agreement.
- 11.17 Upon execution of this Agreement, the Owner shall furnish the Manager with all necessary items and documentation required for the effective use, security, and operation of the Unit in accordance with the terms of this Agreement. Such items and documentation shall include, but not be limited to, the following:
- (a) keys, access cards, and security tags for entry into the Unit and associated facilities;

- (b) manuals and user guides for appliances, fixtures, and equipment within the Unit, such as heating, ventilation, and air conditioning (HVAC) systems, intercom systems, entertainment systems, and security systems;
 - (c) information related to warranties, service agreements, and maintenance records for the Unit and its contents, as applicable;
 - (d) a comprehensive inventory list of the Unit's contents, including furniture, appliances, and other items provided by the Owner for the Manager's use in managing the Unit; and
 - (e) any relevant passwords, codes, or access information for electronic devices, utility accounts, or online portals associated with the Unit; and
 - (f) any other items, documents, or information necessary for the Manager to effectively manage, maintain, and secure the Unit pursuant to the terms and conditions of this Agreement.
- 11.18 The Owner shall be responsible for subscribing to and maintaining all essential utilities for the Unit, including, but not limited to, electricity, water, chilled water, and gas supply (where applicable). The Owner shall ensure that such utilities are active and available for the Manager's use during the Term of this Agreement. The Owner shall provide the Manager with all necessary account information and access to facilitate the efficient management of utility services for the Unit.
- 11.19 During the Term of this Agreement, the Owner hereby waives their usage rights to the leisure and other facilities within the Building or associated premises, including, but not limited to, swimming pools, gyms, recreational areas, and lounges. The Owner acknowledges and agrees that they are prohibited from utilizing these facilities while this Agreement is in effect, and shall respect the exclusive rights of the Manager and/or the Unit's Guests to access and utilize such facilities in accordance with the Building's rules and regulations.
- 11.20 The Owner hereby undertakes that, upon termination of this Agreement for any reason, they shall either enrol in a rental program managed by the Manager or personally occupy the Unit. The Owner further undertakes not to engage any agent, leasing agent, or property manager other than the Manager to secure a tenant for the Unit, and not to independently source a tenant without compensating the Manager with the prevailing Rental Scheme Management Fee at that time. This undertaking shall remain enforceable and binding upon the Owner even after the termination of this Agreement.
- 11.21 Should any stamp duty, registration fees, or other duties, charges, or taxes be imposed on this Agreement or the Unit at any point during the Term, the Owner shall be solely responsible for the timely payment of all associated costs and expenses in relation to such impositions. The Owner's obligation to cover these costs shall be in addition to any other financial responsibilities stipulated under the terms of this Agreement.
- 11.22 The effect of this **clause 11** shall survive any termination of this Agreement.

12 **Records and Reporting**

- 12.1 The Manager shall keep or cause to be kept full and accurate books of account and other such financial records as are necessary to reflect the results of the provision of the Managed Rental Services (together "**Records**"). All Records shall at all times be the property of the Manager. Except as otherwise provided in this Agreement, the Records shall be kept in accordance with the Uniform System of Accounts 10th Edition.
- 12.2 The Manager shall, if requested by thirty (30) days prior written notice from the Owner, make the Records available to the Owner for their inspection at the end of each calendar year.

13 **Delegation of Manager's Duties**

- 13.1 The Manager shall have the right to delegate in whole or in part its rights, duties and/or obligations under this Agreement to any, third party or affiliate without the Owner's consent, but the Manager shall inform the Owner of such an event.
- 13.2 Further, the Manager shall have the right to change any "flag" or brand for the Building.

14 **Limitations on Manager's Authority**

Notwithstanding any other provisions in this Agreement to the contrary, the Manager shall not, and shall use all reasonable endeavours to procure that any operator and contractor(s) do not, do any of the following without the prior written approval of the Owner:

- (a) conduct, or permit to be conducted, within the Unit, any business or activity which is not in, or reasonably incidental to, the ordinary course of the provision of the Managed Rental Scheme Services; or
- (b) pledge the Owner's credit or borrow or lend any money in the name of the Owner, or give any guarantees, or issue, sell or purchase any negotiable instrument, other than in the ordinary course of providing the Managed Rental Scheme Services.

15 **Relationship between the Owner and the Manager**

- 15.1 The Manager shall at its option act either on its own account or as agent for the Owner.
- 15.2 All expenses to third parties in respect of the Unit required or permitted to be incurred other than those directly associated with the sales and marketing, the reservation system and human resources necessary to provide the Managed Rental Scheme Services, shall be the sole responsibility/liability of the Owner and the Manager shall not be responsible or liable for any such obligations by reason of its role under or performance of this Agreement.

16 **Jointly Owned Properties Law**

- 16.1 Subject to any restriction in the Jointly Owned Properties Law, the Owner irrevocably and unconditionally agrees to the Developer's nominee(s) being appointed as the Building Manager and the Association Manager of the Residential Component of the Building to perform the relevant and required

duties for the Building which shall include determining all budgets, contributions and service charges to be raised and levied against the Residential Component of the Building (including the Unit) by the Owners' Association and any other body formed pursuant to the Jointly Owned Properties Law from time to time.

- 16.2 The Parties must use all reasonable commercial endeavours to ensure that the rights and obligations contained in this Agreement are preserved to the fullest extent possible under the Jointly Owned Properties Law and that the Developer's nominee is appointed as the Building Manager by the Building Management Group and the Association Manager appointed by the Owners' Association.
- 16.3 To give effect to the provisions contained in this **clause 16**, subject to any restrictions under the Jointly Owned Properties Law, the Owner must execute and deliver to the Manager concurrent with signing this Agreement, written confirmation of their request for the Manager to have a proxy and to represent and vote on their behalf in respect of the appointment of the Developer's nominee as the Building Manager and/or the Association Manager, in the form set out at **Schedule 1** annexed hereto. In the event that the Owner sells, transfers, assigns or otherwise disposes of its interest in the Unit, the Owner must, prior to such sale, transfer, assignment or disposition, ensure that the transferee of the Unit from the Owner enters into an agreement with the Manager upon the terms contained in this Agreement including the provisions contained in this **clause 16** in such form as the Manager reasonably requires.
- 16.4 The effect of this **clause 16** shall survive any termination of this Agreement.

17 **Assignment by the Manager**

The Manager shall have the right to assign, transfer or novate this Agreement in whole or in part or any interest herein without the consent of the Owner.

In the event of an assignment, transfer or novation by the Manager, the Owner shall recognise the Manager's assignee in place of the Manager as if such assignee had originally entered into this Agreement with the Owner and the Manager shall have no further obligations or liability under this Agreement.

18 **Assignment by the Owner**

- 18.1 The Owner must not directly or indirectly, sell, transfer, assign or otherwise dispose of the Unit or its interest in this Agreement without the Manager's prior written consent whose consent shall not be unreasonably withheld, provided the transferee of the Unit from the Owner assumes the obligations and liabilities of the Owner under this Agreement.
- 18.2 Any purported sale, transfer, assignment or disposal by the Owner without the Manager's prior written consent shall be void and of no effect whatsoever.
- 18.3 This Agreement is made on the express condition that during the course of the operation of the Managed Rental Scheme the Unit shall not be sublet without first obtaining the Manager's consent in writing.
- 18.4 The Owner hereby agrees and acknowledges that if permitted by the

Authorities, the Manager may register a restriction against the title to the Unit with the Land Department to prevent the sale, transfer, assignment or sub-letting of the Unit during the Managed Rental Scheme Period unless the express prior written consent of the Manager has been obtained in accordance with **clause 18.1**.

19 **Legal Proceedings**

The Manager may in its own name or in the name of the Owner (as the Owner's agent) institute or defend any legal actions or proceedings, including arbitration:

- (a) to obtain or renew any government permit;
- (b) to collect and/or recover charges, payments from Guests or other income due to pursuant to the Managed Rental Scheme Services;
- (c) to dispossess occupiers; and
- (d) in respect of any other matters relating to the Managed Rental Scheme Services.

The Owner acknowledges and agrees that any costs or fees incurred by the Manager in any legal action (be it instating or defending) shall be an Expense and shall be dealt with under **clause 10**.

20 **Termination by Manager**

20.1 If the whole or a substantial portion of the Unit or the Building is at any time damaged or destroyed, then the Manager may, within fourteen (14) days after the occurrence of such event, give notice to the Owner terminating this Agreement with immediate effect, without the need for court or any other order.

20.2 Should the Owner fail to pay any Expenses, Service Charges, amounts due following an Annual Audit, or any other payments in accordance with the terms of this Agreement, the Manager may terminate this Agreement with a thirty (30) day written notice to the Owner, without the need for court or any other order.

20.3 If at any time, the Developer's nominee is not appointed as the Building Manager or Association Manager, or the Manager is unable to perform its functions contained in this Agreement, the Manager may elect to terminate this Agreement with a thirty (30) day written notice to the Owner, without the need for court or any other order.

20.4 The Manager shall be entitled to terminate this Agreement (without the need for court or any other order) where it determines (in its sole and unfettered discretion) that it is no longer economically viable to continue to provide the Managed Rental Scheme Services and/or continue to operate the Managed Rental Scheme, or a Force Majeure Event occurs which prevents the Manager from operating the Managed Rental Scheme or performing its duties under this Agreement.

20.5 The Manager shall be entitled to terminate this Agreement (without the need for court or any other order) in its sole and unfettered discretion.

21 **Liabilities and Indemnity**

21.1 The Owner shall indemnify, defend and hold the Manager harmless against all claims, losses and damages and/or liabilities, including all costs and expenses incidental thereto, brought against or suffered or incurred by the Manager, arising from or out of:

- (a) the Manager's performance of this Agreement;
- (b) any breach of this Agreement or negligence by the Manager;
- (c) any injury or death by or to any person if it: occurs in the Unit; arises from the A la Carte Services, Managed Rental Scheme Services, or use of any other services in the Unit; arises from the overflow or leakage of water from the Unit; or relates to any security measures within or about the Unit;
- (d) actions of the Guests;

save to the extent that those claims, damages, losses or liabilities arise out of the Manager's gross negligence or wilful misconduct.

21.2 Notwithstanding any other provision of this Agreement the Manager shall not be liable to the Owner for:

- (a) any act or omission by the Owner, its agents or invitees, or the Guests;
- (b) any breach of any law or regulation by any Guest, Owner, occupier, visitor, invitee or licensee or any independent contractor in or about the Unit;
- (c) any failure to perform any of the Manager's obligations under this Agreement to the extent that such failure is due to the acts or omissions of the Owner, its agents or invitees or because of a Force Majeure Event;
- (d) any alleged errors of judgment made in good faith in connection with the operation of the Managed Rental Scheme or the provision of the Managed Rental Scheme Services or the performance by the Manager of its obligations under this Agreement; nor
- (e) any loss of profit whatsoever (whether in contract, negligence or otherwise).

21.3 The Owner shall not raise any objection, claim, or demand concerning the performance (or non-performance) of the Unit in the Managed Rental Scheme or any returns due to the Owner as a result of this Agreement. The Owner agrees to hold the Manager harmless from any losses (financial, proprietary, or otherwise) that the Owner may suffer or incur, arising from or relating in any way to this Agreement. The Owner acknowledges that the Manager will not be liable for any loss or damage the Owner may experience if:

- (a) the Manager grants an extension of time for payments due from Guests or provides any other indulgence to a Guest;
- (b) a Guest or any third party causes damage to the Unit; or
- (c) a Guest fails to pay any of their outstanding dues.

21.4 This clause shall survive the expiration and/or termination of this Agreement.

22 **Power of Attorney**

22.1 The Owner irrevocably nominates and appoints the Manager (or its nominee appointed in writing from time to time) from the date hereof as its attorney to:

- (a) operate, manage and perform all and anything the Owner is entitled to do as owner of the Unit in order to comply with the terms of this Agreement; and
- (b) vote at any meeting of the Owners Association and/or at the Owner's Association generally assembly meeting.

22.2 The Owner must execute the Power of Attorney as shown substantially in the format at **Schedule 3**, arrange for notarisation and filing before the Notary Public in Dubai and provide the original to the Manager upon the request of the Manager and, in any case, within three (3) months of the Entry Date. The Owner is further obligated to register and keep current the Power of Attorney and will, if requested by the Manager, execute such other documents necessary to effect the appointment under **clause 22.1**.

22.3 The Owner ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things done or performed by the Manager as the Owner's attorney.

22.4 If the Unit is transferred or assigned by the Owner during the period of the Power of Attorney, the Owner must obtain from any such transferee or assignee a covenant in the same terms (mutatis mutandis) as this **clause 22** and a Power of Attorney signed by the transferee or assignee.

22.5 The Owner acknowledges and agrees that the Manager may withhold payment of the Owner's Share if the Owner does not comply with its obligations under this **clause 22**. The Owner may not terminate this

Agreement or take any action against the Manager if the Manager exercises its rights under this **clause 22.5**.

22.6 Notwithstanding any other term of this Agreement, the Owner's Share will not be payable to the Owner under this Agreement during such periods as the Owner has not executed, registered or kept current the Power of Attorney in accordance with this **clause 22**.

23 **General Provisions**

23.1 In entering into this Agreement, the Owner has made its own financial feasibility and has not relied on any representations given by the Manager, any projection of earnings, statements as to the possibility of future success, or other similar matter which may have been prepared by the Developer or the Manager or any of their affiliates or agents. No guarantee, warranty or representation is or has been made, implied or given by the Developer or the Manager or any of their affiliates, agents or employees as to the future financial success of the Owner from participating in the Managed Rental Scheme or engaging the Manager to provide the Managed Rental Scheme Services. The Owner confirms that it enters into this Agreement of its own accord after making such studies as it has deemed necessary.

23.2 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision. If any provision of this Agreement is declared or adjudged to be unenforceable or unlawful by any Authority having jurisdiction over the Building or the Managed Rental Scheme, then such unenforceable or unlawful provision shall be of no effect to the extent that it is unenforceable or unlawful, and the remainder of this Agreement, shall continue and remain in full force and effect provided that the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

23.3 This Agreement and the documents referred to in it constitute the entire agreement between the Parties with respect to its subject matter. All prior negotiations, representations and agreements that are not incorporated in the Agreement are of no effect. Each Party acknowledges that, in entering into this Agreement, it does not do so in reliance on any written or oral representation, warranty or other provision, except as expressly provided in this Agreement; but nothing in this clause shall limit or exclude any liability for fraud, any right which it might otherwise have had to seek to rescind or terminate this Agreement or to claim damages against the other party for, or arising out of, any representation or breach of any warranty not contained in this Agreement.

23.4 This Agreement may only be amended in writing, signed by the authorised representatives of each of the Parties.

23.5 Each Party shall at its own cost do, execute and perform such further acts, things, deeds and documents as may from time to time and/or may be required to give effect to this Agreement (including the issue by the Owner of a duly notarised power of attorney in favour of the Manager). Each Party shall use all reasonable endeavours at its own cost to ensure that any necessary third parties shall do, execute and perform such further acts, things, deeds and documents as may from time to time and wherever be required to give full legal and practical effect to the Agreement.

- 23.6 Any notice sent in respect hereof shall be sent in writing by email, registered mail or shall be delivered by hand against a dated receipt, at such respective addresses of the Parties hereto as are indicated herein.
- 23.7 In cases where multiple Owners exist for a Unit, all representations, warranties, undertakings, covenants, agreements, and obligations made, given, or entered into by the Owners in this Agreement shall be deemed as made, given, or entered into jointly and severally by each of the persons named as Owners. The Manager reserves the right to take action against any one or more of the Owners and may release, compromise, in whole or in part, the liability of any one or more of the Owners under this Agreement or grant any extension or other indulgence, without affecting the liability of the remaining Owners.
- 23.8 The Parties acknowledge and agree that the information contained in this Agreement is confidential and sensitive. Except when disclosure is necessary for third-party buyers of the Unit, legally mandated, or required by a governmental or regulatory authority, court, tribunal, or to fulfil legal obligations, each Party shall exercise due diligence to prevent unauthorized disclosure to any third party without the prior consent of the other Party. The confidentiality obligations stipulated herein shall persist beyond the termination or expiration of this Agreement
- 23.9 The Manager do not guarantee the security or safety of the Owner, the Guests, any person or any property within or about the Unit.
- 23.8 The Owner agrees and understands that the intellectual and industrial property rights owned by the Manager or its affiliates in any way whatsoever, whether or not copyrightable or patentable, or any other system, data, information and all designs, names, trademarks, logos, models, images, characters, symbols in connection with the Managed Rental Scheme, the Managed Rental Scheme Services, the A La Carte Services or this Agreement including, but not limited to, all such rights relating to the name, brand, trademark, logos and all other identifiable items of 'Damac Maison' (all together the "**Intellectual Property**") are the sole exclusive property of the Manager or their affiliates. The Owner hereby irrevocably and unconditionally agrees that this Agreement does not vest any right, title or interest in the Intellectual Property to the Owner and that any imitation or use of any of these whatsoever is expressly prohibited. The Owner is expressly prohibited from using or associating themselves with any of the Intellectual Property for any purpose whatsoever, including without limitation, using any of the Intellectual Property in any publicly accessible manner. Further, the Owner shall not engage in any activity at the Unit or the Building that could adversely affect, jeopardise or diminish the validity and goodwill of the Intellectual Property or of the Manager's image and reputation. The Owner shall indemnify and hold the Manager and their affiliates harmless against all claims, costs, damages, expenses and losses in respect of any breach of this clause by the Owner.

24 **Governing Law and Jurisdiction**

This Agreement is written in the English language and the rights of the Parties hereunder shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the United Arab Emirates and the laws of Dubai and the Parties agree that any legal action or proceedings with respect to this Agreement shall be subject to the exclusive jurisdiction

of the Courts of Dubai, United Arab Emirates. For the avoidance of doubt the Parties agree that the Courts of the Dubai International Financial Centre shall have no jurisdiction over any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever.

Representative Authorization Form

To: Damac Development LLC (“the Seller”)
P.O. Box 2195, Dubai

I/We the undersigned buyer(s) of the **Unit No.** _____ in **Damac Aykon City, Tower B** located at **Aykon City** (Master Community), in Dubai, UAE, (the “Property”) hereby constitute and appoint **DAMAC HOTELS & RESORTS MANAGEMENT L.L.C and its employees** as our Authorized Representative; in my/our name and on my/our behalf, to collect the key(s) of my/our Property from the Seller and represent me/us before the Seller or any of its nominees or representatives or subsidiaries. The above representative is authorized to give a valid receipt when collecting the key from the Seller or its nominee.

I/We indemnify and hold harmless the Seller, the building Management and any of its nominees or representatives or subsidiaries, its officers, agents and employees from and against any and all claims, damages, losses that may arise as a result of this arrangement.

I/We hereby ratify and confirm and agree to ratify and confirm whatsoever our said authorized Representative shall do or purport to do by virtue of this Authorization Form.

Signature: _____

Buyer Joint Buyer (if any)

Name : _____

Buyer Joint Buyer (if any)

Date : _____

Note:

Unit Type	3BD-TYPE-1
TA-LF-102;Round Dining Table	
TA-LF-103;Rect.Dining Table	
TA-LF-104;Round Dining Table	1
TA-LF-105;TV Unit	1
TA-LF-108; Rectangular Side Table	1
TA-LF-109; Coffee Table (Set of 2)	1
TA-LF-110; Side Table	3
TA-LF-201; Dining Chair	6
TA-LF-202; Modular Sofa	
TA-LF-203; Modular Sofa	1
TA-LF-204; Lounge Chair	2
TA-LF-205; Lounge Chair	1
TA-LF-208; Beside Table	
TA-LF-209; Beside Table	2
TA-LF-210; Dressing Table	1
TA-LF-211; Dressing Chair	1
TA-LF-212; Lounge Chair	1
TA-LF-213; Lounge Chair	1
TA-LF-218;Bedside Table	3
TA-LF-219; Dressing Table	2
TA-LF-219A; Dressing Table	
TA-LF-220; Dressing Chair	2
TA-LF-301;Outdoor Chair	2
TA-LF-302;Outdoor Table	1
TA-LF-207; Bedbase+matress	1
TA-LF-216; Bedbase+matress (single)	2
TA-LF-217; Bedbase+matress (single)	1
TA-CA-201; Rug	
TA-CA-202; Rug	1
TA-CA-203; Rug	
TA-CA-204; Rug	1
TA-CA-205; Rug	1
TA-CA-205A; Rug	
TA-CA-206; Rug	1
TA-EQ-101; TV (55")	1
TA-EQ-102; TV (43")	3
TA-LT-201 - Floor Lamp - 1BR / 2BR / 3BR - Living Area	1
TA-LT-202 - Table Lamp 1BR / 2BR / 3BR - Living Area	1
TA-LT-203 - Floor Lamp	1
TA-LT-204 - Bedside Table lamp - STD-3BR	2
TA-LT-205 - Bedside Table lamp - 1BR-3BR	3
TA-LT-207 - Floor Lamp 1BR / 2BR / 3BR - BR 1 & BR 2	2

TA-AC-101 - Stand Mirror 1BR / 2BR / 3BR - Living Area	1
TA-AC-102 - Framed Mirror	3
TA-AC-201 - Artwork (Set of 2) 1BR / 2BR / 3BR - Living Area	1
TA-AC-202 - Artwork 1BR / 2BR / 3BR - Living Area	1
TA-AC-203 - Artwork	2
TA-AC-204 - Artwork 2BR / 3BR - BR 1	1
TA-AC-205 - Artwork 2BR / 3BR - BR 1	1
TA-AC-206 - Artwork 3BR - BR 2	1
TA-SFD-201 - Bedrunner (600mm x 2400mm)	1
TA-SFD-202 - Cushion 1 (500mm x 250mm)	1
TA-SFD-203 - Cushion 2 (500mm x 500mm)	2
TA-SFD-204 - Cushion 3 (500mm x 500mm)	2
TA-SFD-205 - Bedrunner (600mm x 1500mm)	2
TA-SFD-206 - Cushion 1 (500mm x 250mm)	2
TA-SFD-207 - Cushion 2 (500mm x 500mm)	2
TA-SFD-208 - Cushion 3 (500mm x 500mm)	2
TA-SFD-209 - Bedrunner (600mm x 2400mm)	1
TA-SFD-210 - Cushion 1 (500mm x 250mm)	1
TA-SFD-211 - Cushion 2 (500mm x 500mm)	2
TA-SFD-212 - Cushion 3 (500mm x 500mm)	2
CURTAINS (SET)	5

AYKON - OS&E Set Up - Owner's Apt

SR.NO	ITEM	ST
1	Pillow Soft	2
2	Pillow - Firm	2
3	Pillow Case	4
4	Bed Sheet King (Mattress Size: 180 x 200cm)	1
5	Bed Sheet Twin (Mattress Size: 120 x 200cm)	0
6	Duvet - King(Mattress Size: 180 x 200cm)	1
7	Duvet - Twin (Mattress Size: 120 x 200cm)	0
8	Duvet Cover King(Mattress Size: 180 x 200cm)	1
9	Duvet Cover Twin(Mattress Size: 120 x 200cm)	0
10	Rock Glass	2
11	High Ball	2
12	Dinner Knife	2
13	Dinner Fork	2
14	Table Spoon	2
15	Tea Spoon	2
16	Serving/salad spoon + Serving/salad fork	1
17	Dinner Plate	2
18	Coffee Mug	2
19	Cereal Bowl	2
20	Pasta Bowl	2
21	Serving Bowl	1
22	Oven Dish	1
23	Frying pan	1
24	Sauce pan with lid-small 16cm	1
25	Sauce pan w/lid-Large 24cm	1
26	Grater	1
27	Slotted spoon	1
28	Solid spoon	1
29	Ladle	1
30	Spatula	1
31	Masher	1
32	Chopping board	1
33	Can opener	1
34	Cutlery Container for Knives & Forks - extensions	1
35	Stainless steel container for Spatulla and Masher	1
36	Waiters friend - opener	1
37	Vegetable peeler	1
38	Knife block set	1
40	Ice Trays	1
41	Pedal Bin -,12 Ltrs BIN - stainless steel	1
42	Ashtray - ceramic	1
43	Tissue Box HolderLiving Room	1
44	Ice Bucket and Tongs	1
45	Waste Bin (Living Room) - Leather	1

AYKON - OS&E Set Up - Owner's Apt

SR.NO	ITEM	1 BED
1	Pillow Soft	2
2	Pillow - Firm	2
3	Pillow Case	4
4	Bed Sheet King (Mattress Size: 180 x 200cm)	1
5	Bed Sheet Twin (Mattress Size: 120 x 200cm)	0
6	Duvet - King(Mattress Size: 180 x 200cm)	1
7	Duvet - Twin (Mattress Size: 120 x 200cm)	0
8	Duvet Cover King(Mattress Size: 180 x 200cm)	1
9	Duvet Cover Twin(Mattress Size: 120 x 200cm)	0
10	Rock Glass	2
11	High Ball	2
12	Dinner Knife	2
13	Dinner Fork	2
14	Table Spoon	2
15	Tea Spoon	2
16	Serving/salad spoon + Serving/salad fork	1
17	Dinner Plate	2
18	Coffee Mug	2
19	Cereal Bowl	2
20	Pasta Bowl	2
21	Serving Bowl	1
22	Oven Dish	1
23	Frying pan	1
24	Sauce pan with lid-small 16cm	1
25	Sauce pan w/lid-Large 24cm	1
26	Grater	1
27	Slotted spoon	1
28	Solid spoon	1
29	Ladle	1
30	Spatula	1
31	Masher	1
32	Chopping board	1
33	Can opener	1
34	Cutlery Container for Knives & Forks - extensions	1
35	Stainless steel container for Spatulla and Masher	1
36	Waiters friend - opener	1
37	Vegetable peeler	1
38	Knife block set	1
40	Ice Trays	1
41	Pedal Bin -,12 Ltrs BIN - stainless steel	1
42	Ashtray - ceramic	1
43	Tissue Box HolderLiving Room	1
44	Ice Bucket and Tongs	1
45	Waste Bin (Living Room) - Leather	1

AYKON - OS&E Set Up - Owner's Apt		
SR.NO	ITEM	2 BHK_K-Q
1	Pillow Soft	4
2	Pillow - Firm	4
3	Pillow Case	8
4	Bed Sheet King (Mattress Size: 180 x 200cm)	2
5	Bed Sheet Twin (Mattress Size: 120 x 200cm)	
6	Duvet - King(Mattress Size: 180 x 200cm)	2
7	Duvet - Twin (Mattress Size: 120 x 200cm)	
8	Duvet Cover King(Mattress Size: 180 x 200cm)	2
9	Duvet Cover Twin(Mattress Size: 120 x 200cm)	
10	Rock Glass	4
11	High Ball	4
12	Dinner Knife	4
13	Dinner Fork	4
14	Table Spoon	4
15	Tea Spoon	4
16	Serving/salad spoon + Serving/salad fork	1
17	Dinner Plate	4
18	Coffee Mug	4
19	Cereal Bowl	4
20	Pasta Bowl	4
21	Serving Bowl	1
22	Oven Dish	1
23	Frying pan	1
24	Sauce pan with lid-small 16cm	1
25	Sauce pan w/lid-Large 24cm	1
26	Grater	1
27	Slotted spoon	1
28	Solid spoon	1
29	Ladle	1
30	Spatula	1
31	Masher	1
32	Chopping board	1
33	Can opener	1
34	Cutlery Container for Knives & Forks - extensions	1
35	Stainless steel container for Spatulla and Masher	1
36	Waiters friend - opener	1
37	Vegetable peeler	1
38	Knife block set	1
40	Ice Trays	1
41	Pedal Bin -,12 Ltrs BIN - stainless steel	1
42	Ashtray - ceramic	1
43	Tissue Box HolderLiving Room	1
44	Ice Bucket and Tongs	1
45	Waste Bin (Living Room) - Leather	1

AYKON - OS&E Set Up - Owner's Apt		
SR.NO	ITEM	2 BHK_K-T
1	Pillow Soft	4
2	Pillow - Firm	4
3	Pillow Case	8
4	Bed Sheet King (Mattress Size: 180 x 200cm)	1
5	Bed Sheet Twin (Mattress Size: 120 x 200cm)	2
6	Duvet - King(Mattress Size: 180 x 200cm)	1
7	Duvet - Twin (Mattress Size: 120 x 200cm)	2
8	Duvet Cover King(Mattress Size: 180 x 200cm)	1
9	Duvet Cover Twin(Mattress Size: 120 x 200cm)	2
10	Rock Glass	4
11	High Ball	4
12	Dinner Knife	4
13	Dinner Fork	4
14	Table Spoon	4
15	Tea Spoon	4
16	Serving/salad spoon + Serving/salad fork	1
17	Dinner Plate	4
18	Coffee Mug	4
19	Cereal Bowl	4
20	Pasta Bowl	4
21	Serving Bowl	1
22	Oven Dish	1
23	Frying pan	1
24	Sauce pan with lid-small 16cm	1
25	Sauce pan w/lid-Large 24cm	1
26	Grater	1
27	Slotted spoon	1
28	Solid spoon	1
29	Ladle	1
30	Spatula	1
31	Masher	1
32	Chopping board	1
33	Can opener	1
34	Cutlery Container for Knives & Forks - extensions	1
35	Stainless steel container for Spatulla and Masher	1
36	Waiters friend - opener	1
37	Vegetable peeler	1
38	Knife block set	1
40	Ice Trays	1
41	Pedal Bin -,12 Ltrs BIN - stainless steel	1
42	Ashtray - ceramic	1
43	Tissue Box HolderLiving Room	1
44	Ice Bucket and Tongs	1
45	Waste Bin (Living Room) - Leather	1

AYKON - OS&E Set Up - Owner's Apt		
SR.NO	ITEM	3 BHK_K-K-T
1	Pillow Soft	6
2	Pillow - Firm	6
3	Pillow Case	12
4	Bed Sheet King (Mattress Size: 180 x 200cm)	2
5	Bed Sheet Twin (Mattress Size: 120 x 200cm)	2
6	Duvet - King(Mattress Size: 180 x 200cm)	2
7	Duvet - Twin (Mattress Size: 120 x 200cm)	2
8	Duvet Cover King(Mattress Size: 180 x 200cm)	2
9	Duvet Cover Twin(Mattress Size: 120 x 200cm)	2
10	Rock Glass	6
11	High Ball	6
12	Dinner Knife	6
13	Dinner Fork	6
14	Table Spoon	6
15	Tea Spoon	6
16	Serving/salad spoon + Serving/salad fork	1
17	Dinner Plate	6
18	Coffee Mug	6
19	Cereal Bowl	6
20	Pasta Bowl	6
21	Serving Bowl	1
22	Oven Dish	1
23	Frying pan	1
24	Sauce pan with lid-small 16cm	1
25	Sauce pan w/lid-Large 24cm	1
26	Grater	1
27	Slotted spoon	1
28	Solid spoon	1
29	Ladle	1
30	Spatula	1
31	Masher	1
32	Chopping board	1
33	Can opener	1
34	Cutlery Container for Knives & Forks - extensions	1
35	Stainless steel container for Spatulla and Masher	1
36	Waiters friend - opener	1
37	Vegetable peeler	1
38	Knife block set	1
40	Ice Trays	1
41	Pedal Bin -,12 Ltrs BIN - stainless steel	1
42	Ashtray - ceramic	1
43	Tissue Box HolderLiving Room	1
44	Ice Bucket and Tongs	1
45	Waste Bin (Living Room) - Leather	1