

THE DUBAI INTERNATIONAL FINANCIAL CENTER COURTS

IN THE COURT OF FIRST INSTANCE

CLAIM CFI-066-2024

BETWEEN:

1 - KLESTA ESHJA

(the "First Claimant")

2 - HAIR CREATORS SALON LLC

(the "Second Claimant")

Claimants

AND

1 - SALAH MASRI a.k.a SALAH MOHAMED ADEL AL MASRI

(the "First Defendant")

2 - HAIR CRAFTERS COMPANY LTD

(TRADING NAME THE GROVE SALONS) a.k.a HAIR BY SALAH

(the "Second Defendant")

3 - LULLIA VALLIULINA

(the "Third Defendant")

4 - HAIR CREATORS LTD - LADIES ONLY HAIR BY ROJIN

(the "Fourth Defendant")

Defendants

STANDARD PRODUCTION OF DOCUMENTS

The First Defendant

19 / September / 2025

Annexure D39 - Supporting Documents

Statement of the present document

Document Description	Electronic copy of Trade Licenses of other Company the First Defendant owned and managed from 17 Mar 2014. This supporting document includes genuine copies these can be validated by Authorities
Document Referencing	Annexure-D39
Date and or Duration	17 / Mar / 2014 onwards
Document Provenance and Record of Discovery	The Trade Licenses Maintained in the First Defendant personal email, Brought as is into this document
Certification of Accuracy	100 % accurate to original
Validity of the previously filed copy	Still Valid and reliable
Form of the original	Digital



رخصة مهنية Professional License

تفاصيل الرخصة / License Details

License No.	982077	رقم الرخصة
Trade Name	HAIR CREATORS COLOR LADIS SALON	الإسم التجاري
Legal Type	Sole Establishment	الشكل القانوني
Expiry Date	12/09/2022	تاريخ الإنتهاء
D&B D-U-N-S ®	0	الرقم العالمي
Register No.		رقم السجل التجاري
Issue Date	13/09/2021	تاريخ الإصدار
Main License No.	982077	رقم الرخصة الأم
DCCI No.		عضوية الغرفة

الاطراف / License Members

Share / الحصص	Role / الصفة	Nationality / الجنسية	Name / الإسم	No./رقم الشخص
	Est. Owner / مالك مؤسسة	Syria / سوريا	صلاح محمد عادل مصري	746322
	Agent / وكيل خدمات	United Arab Emirates / الامارات	خليفة حسن عيسى خليفة	7699

SALAH M ADEL MASRI

KHALIFA HASSAN ESSA KHALIFA

Beneficiary Owner consent of this license has been signed on 12/09/2021. For more information or to know the Beneficiary Owner please visit any DED service center or DED eServices website.

تم توقيع إفادة المستفيد الحقيقي لهذه الرخصة بتاريخ 12/09/2021. للمزيد من المعلومات أو لمعرفة المستفيد الحقيقي يرجى التكرم بزيارة مراكز الخدمة أو الخدمات الإلكترونية التابعة لدائرة التنمية الاقتصادية.

نشاط الرخصة التجارية / License Activities

Women Salon

صالون نسائي

العنوان / Address

Phone No	تليفون	P.O. Box	صندوق بريد
Fax No	فاكس	Parcel ID	رقم القطعة
Mobile No	هاتف متحرك		

- بر دبي - الخليج التجاري - محل رقم 7 ملك رويال كراون للعقارات ش.ذ.م.م

البريد الإلكتروني / Email

الملاحظات / Remarks

Print Date 13/09/2021 13:57 تاريخ الطباعة

Receipt No.

14052788

رقم الإيصال



الإمارات
THE EMIRATES

يمكنك الآن تجديد رخصتك التجارية من خلال الرسائل النصية القصيرة، أرسل رقم الرخصة إلى 6969 (دو/اتصالات) للحصول على إذن الدفع.

Now you can renew your trade license by sending a text message (SMS). Send your trade license number to 6969 (Du/ Etisalat) to receive payment voucher.

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Zoho.com/ded

وثيقة إلكترونية معتمدة وصادرة بدون توقيع من دائرة التنمية الاقتصادية. لمراجعة صحة البيانات الواردة في الرخصة برجاء زيارة الموقع www.dubaided.gov.ae
Approved electronic document issued without signature by the Department of Economic Development. To verify the license kindly visit www.dubaided.gov.ae

Dear Merchants,
Kindly take the following instruction into high consideration:

عزيزي التاجر،،،
يرجى اخذ التعليمات التالية بعين الاعتبار:

1. It is not allowed to change the location registered in the license to move to another address unless DED approval is obtained.
2. The trade name on the signboard must conform to the name mentioned in the license and typed in one size.
The trade name must be in both Arabic and English **as follows:**
- The trade name in Arabic must be placed on the right hand side of the signboard whereas the English text on the left hand side.
- The Arabic text must be in same size of the English equivalent
- The Arabic trade name must be placed above the English equivalent
3. A commercial permit must be issued for additional signboards and for placing trademarks on the signboard.
4. Text must not occupy more than 50% of the signboard.
5. Shops operating hours must not exceed 12:00 am unless a permit is issued.
6. Discounts, sales or special offers must not be announces unless a permit is issued.
7. It is not allowed to apply any amendments or change the license details unless approved by DED.
8. Prices must be placed on products and goods.
9. The Consumer Protection Card (Be Right and Know Your Consumer Rights) must be typed and placed visibly above the DED website www.consumerrights.ae
10. Consumers have the right to receive a purchase receipt.
11. Announce the sale policy to consumer through suitable applicable channels (to clarify procedures for goods replacement, repair and refund).
12. It is not allowed to promote products through agents, telephone calls, or other ways or yelling.
13. Permits must be issued for warehouses of licensed business or additional offices or kiosks.
14. Restaurants must place a menu in both Arabic and English languages.
15. Place an approved price list for services provided by ladies and gentlemen salons at a visible area.
16. The displayed price list should be inclusive of 5% VAT
17. Invoices must clearly reflect the total amount of the purchased goods, services and VAT.
18. Avoid promoting or selling or displaying any counterfeited goods.
19. To protect trade marks, it must be registered by the Ministry of Economy.
20. Dubai Economy has the right to suspend or cancel the license or impose fines in case of non-compliance with the terms and conditions as well as violation of the legislation in the UAE.

1. عدم القيام بتغيير موقع الترخيص والانتقال الى موقع اخر دون الحصول على موافقة الدائرة.
2. ضرورة ان يكون الاسم التجاري المدون على اللافتة مطابق للاسم المدون بالرخصة مع ضرورة كتابته بحجم واحد.
الحرص على ان تكون اللافتة باللغتين العربية والانجليزية **بالشكل التالي:**
- يكتب الاسم التجاري باللغة العربية في يمين اللافتة وباللغة الإنجليزية تجاه اليسار.
- يكتب الاسم التجاري باللغة العربية بنفس حجم الاسم المكتوب باللغة الانجليزية
- يكتب الاسم التجاري باللغة العربية أعلى الاسم المكتوب باللغة الانجليزية
3. الحرص على استخراج تصريح للافتات الاضافية والعلامات التجارية على اللافتة.
4. عدم تظليل الواجهة أكثر من 50%
5. عدم العمل لساعات اضافية بعد الساعة 12:00 بعد منتصف الليل الا بعد استخراج تصريح.
6. عدم اجراء التتريلات او التصفيات او العروض الخاصة بدون تصريح.
7. عدم اجراء اي تعديل او تغيير بيانات الترخيص الا بعد الرجوع للدائرة.
8. الالتزام بكتابة الاسعار على السلع والبضائع.
9. طباعة ووضع بطاقة حماية المستهلك (كن على حق واعرف حقوقك كمستهلك) في مكان بارز من موقع الدائرة www.consumerrights.ae
10. للمستهلك الحق في الحصول على فاتورة الشراء.
11. الاعلان عن سياسة البيع للمستهلك عبر وسيلة اعلان مناسبة شاملة (لعملية الاسترجاع او الاستبدال او الاصلاح للسلع)
12. عدم الترويج عن منتج عن طريق المندوبين، أو الاتصال أو غير ذلك وعدم البيع بطريقة المناداة
13. استخراج تصريح لمستودعات التخزين الخاصة بالمنشأة المرخصة أو تصريح للمكاتب الإضافية أو الاكشاك.
14. يجب على المطاعم وضع قائمه الطعام باللغتين العربية والانجليزية.
15. يجب وضع واعتماد قائمة الاسعار الخاصة بالصالونات الرجالية والنسائية ووضعها في مكان بارز.
16. يجب ان تكون الاسعار المعلنه مشمولة القيمة المضافة 5%
17. يجب عرض الفاتورة بشكل تفصيلي موضحا فيها القيمة الاجماليه للسلع والخدمات وقيمة الضريبة المضافة.
18. عدم القيام بالترويج او البيع او العرض لأية بضائع مقلدة أو مغشوشة.
19. الحرص على تسجيل العلامة التجارية بوزارة الاقتصاد بهدف حمايتها.
20. يحق لاقتصادية دبي إيقاف الترخيص أو إلغائه أو فرض الغرامات في حال عدم الالتزام بالشروط و الأحكام ومخالفة التشريعات في الدولة.

Print Date 13/09/2021 13:57 تاريخ الطباعة

Receipt No.

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رقم الإيصال



الإمارات
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رخصة مهنية
Professional License

نفاصيل الرخصة / License Details

License No.	824940	رقم الرخصة
Trade Name	HAIR CREATORS STAR LADIES SALON	الإسم التجاري
Legal Type	Civil Company	الشكل القانوني
Expiry Date	28/01/2020	تاريخ الإنتهاء
D&B D-U-N-S® No	0	الرقم العالمي
Register No.		رقم السجل التجاري
Issue Date	29/01/2019	تاريخ الإصدار
Main License No.	824940	رقم الرخصة الأم
DCCI No.		عضوية الغرفة

الاطراف / License Members

Share / المصالح	Role / الوظيفة	Nationality / الجنسية	Name / الاسم	No. / رقم الشخص
60.00%	Partner / شريك	Syria / سوريا	صلاح محمد عادل مصري (60.00%) SALAH M ADEL MASRI	746322
40.00%	Partner / شريك	Tunisia / تونس	لطفى بن محمد الكيري (40.00%) LOTFI BEN MOHAMED KIRI	746321
	Manager / مدير	Syria / سوريا	صلاح محمد عادل مصري SALAH M ADEL MASRI	746322
	Agent / وكيل خدمات	United Arab Emirates / الإمارات	حمد يوسف محمد احمد الحمادي HAMAD YOUSUF MOHD AHMAD ALHAMMADI	332428

نشاط الرخصة التجارية / License Activities

Women Salon

صالون نسائي

العنوان / Address

Phone No	تليفون	P.O. Box	صندوق بريد
Fax No	فاكس	Parcel ID	رقم القطعة
Mobile No	هاتف متحرك		محل 07 - شركة داماك ستار العقارية - الخليج التجاري - دبي

الملاحظات / Remarks

Print Date 03/02/2019 14:00 تاريخ الطباعة Receipt No. 0 رقم الإيصال

يمكنك الآن تجديد رخصتك التجارية من خلال الرسائل النصية القصيرة، أرسل رقم الرخصة إلى 6969 (دو/اتصالات) للحصول على إذن الدفع.
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شهادة تسجيل بيانات عقد الإيجار

TENANCY CONTRACT INFORMATION REGISTRATION CERTIFICATE

Contract No: 0120190129002348 (v. 1)

Registration Date: 29-01-2019

المالك

Owner Name DAMAC STAR PROPERTIES (L L C)

(شركة داماك ستار العقارية (ذ.م.م)

Owner Number 171870

Trade License No 567549

المؤجر

Lessor Name DAMAC ASSET MANAGEMENT L.L.C

داماك است مانجمنت ذ.م.م

License Number 773170

رقم الرخصة

License Issuer

Jumeirah Lake Towers-Dubai

جهة إصدار الرخصة

Tel. No

رقم الهاتف

E-mail

البريد الإلكتروني

Tenancy Contract Details

Start Date	01-02-2019	تاريخ البدء	End Date	31-07-2020	تاريخ الإنتهاء
Grace Start Date	01-02-2019	تاريخ بداية فترة السماح	Grace End Date	31-07-2019	تاريخ نهاية فترة السماح
Contract Amount	315,000.00 AED	قيمة الإيجار	Security Deposit	30,000.00 AED	قيمة التأمين
Actual Contract Amount	315,000.00 AED	المبلغ الفعلي للعقد	Annual Contract Amount	315,000.00 AED	قيمة الإيجار السنوية
Shell and Core	YES	العقار غير مكتمل التشطيب			

Tenant

Tenant Name Hair Creators Star Ladis Salon

Hair Creators Star Ladis Salon

Tenant No 0420190129002221

رقم المستأجر

Initial App./Exp. 550996 / 10-07-2019

رقم الموافقة و تاريخ الإنتهاء

License Issuer

DED-Dubai

جهة إصدار الرخصة

Tel. No

رقم الهاتف

Fax No

رقم الفاكس

Leased Unit (Unit)

Building Name/No	DAMAC TOWERS BY PARAMOUNT (C)	إسم المبنى/رقم المبنى
Land Area	Business Bay	المنطقة
Plot Number	263-	رقم الأرض
Land DM No (Affection Plan)	346-128	رقم البلدية
UAE NG No	40R CN 27866 86630	رقم الأحاديث الوطنية
Property No.(s) / رقم العقار	Type / النوع	SubType / الفرعي
Usage / الاستخدام	Size / المساحة	DEWA Premise No. / رقم ديوا
P8-RETAIL-07	Shop	Shop
Commercial	186.17 (Sq.m)	346991048

Management Companies with Real Estate supervision activity are not entitled to receive or collect rental cheques in favour of their companies.

لا يحق للشركات ذات نشاط خدمات الإشراف العقاري لتتلقى أو تتسلم شيكات إيجار لصالح الشركات.

- This certificate has been issued based on information provided by EJARI user. Real Estate Regulatory Agency (RERA) doesn't take any responsibility to others.
- Users are solely responsible for any legal liability towards third parties due to providing any incorrect information to the system and this includes the tenants who were authorized to sublease their rented properties.
- This certificate will be invalid by registered contract expiry date, or in case the contract is cancelled or modified before contract expiry date.
- This certificate to be cancelled in case of any modification on it.
- Please visit Dubai Land Department website to verify the certificate information.

- تم إصدار هذه الشهادة بناء على البيانات المقدمة من قبل مستخدم النظام دون تحمل مؤسسة التنظيم العقاري أي مسؤولية تجاه الغير.
- يتحمل المستخدم كافة المسؤولية القانونية تجاه الغير في حالة وجود أي خطأ في البيانات المدخلة في النظام الإلكتروني و يشمل ذلك المستأجر المصرح له بالتأجير بالباطن.
- تعتبر هذه الشهادة صالحة حتى تاريخ نهاية العقد المسجل فيها أو تحيل العقد قبل إنتهاء الفترة التعاقدية.
- أي تحيل على هذه الشهادة تعتبر لاغية.
- الرجاء زيارة الموقع الإلكتروني لدائرة الأراضي والأماك للتحقق من بيانات الشهادة.

إيجاري
EJARI



0120190129002348

COMMERCIAL LICENCE

رخصة تجارية

Licence Details

Licence No	92097
Licensee	Hair Creators FZ-LLC
Operating Name	Hair Creators FZ-LLC
Legal status	Free Zone Limited Liability company
Business Unit	Dubai Knowledge Park
First Issue Date	17 March 2014
Current Issue Date	16 March 2020
Expiry Date	15 March 2021

تفاصيل الرخصة

رقم الرخصة	92097
صاحب الرخصة	هير كريترز منطقة حرة-ذ.م.م
الاسم التجاري	هير كريترز منطقة حرة-ذ.م.م
الشكل القانوني	شركة منطقة حرة ذات مسؤولية محدودة
قطاع العمل	مجمع دبي للمعرفة
تاريخ الإصدار الأول	17 مارس 2014
تاريخ الإصدار الحالي	16 مارس 2020
تاريخ الإنتهاء	15 مارس 2021

General Manager

Salah Masri

المدير العام

صلاح مصري

Address

Premises No. : G14
Floor : Ground
Building : Block No. 06
Dubai, United Arab Emirates

العنوان

المقر رقم : جي 14
الطابق : الأرضي
المبنى : بلوك رقم 06
دبي، الإمارات العربية المتحدة

Segments - Activities

- Technical & Occupational Skills
- Beauty Care Training
 - Hair Stylist Training

Hair Creators FZ-LLC

10/05/2020

91755520200130

To validate the licence please visit

<https://dda.gov.ae/en/existing/axs/>

وثيقة إلكترونية معتمدة وصادرة بدون توقيع من سلطة دبي للتطوير
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T +971 800-4-DDA (332)

dda.gov.ae

Additional Operating Locations

مواقع اضافية اخرى

Premises No.	Floor	Building Name/No.	Business Park	قطاع العمل	المبنى	الطابق	المقر
Shop G13	Ground	Block No. 06	Dubai Knowledge Park	مجمع دبي للمعرفة	بلوك رقم 06	الأرضي	محل جي 13

رخصة تجارية
COMMERCIAL LICENCE



Bussines License Details

تفاصيل الرخصة الاقتصادية

License Information

معلومات الرخصة

ERN Number	2140000000000092097	رقم السجل الاقتصادي
BL Local No	92097	رقم الرخصة المحلي
Business Name Arabic	هير كريتورز منطقة حرة-ذ.م.م	الاسم الاقتصادي عربي
Business Name English	Hair Creators FZ-LLC	الاسم الاقتصادي انجليزي
Legal Form	Free Zone Limited Liability Company	الشكل القانوني
Branch	No	لا
Est. Date	03/17/2014	تاريخ التأسيس
Modification Date	02/25/2025	تاريخ التعديل
Expiry Date	03/15/2021	تاريخ الانتهاء
Status	License Under Cancellation	حالة
Registration ED	Dubai Development Authority	تسجيل دائرة
Registration ED Branch	Dubai Development Authority	تسجيل فرع



Bussines License Details

تفاصيل الرخصة الاقتصادية

BA Desc. Arabic

اسم النشاط عربي

BA Desc. English

Hair Stylist Training
Beauty Care Training

اسم النشاط انجليزي

Emirate

Dubai

Dubai

الامارة

Managers Details

تفاصيل المدراء

Manager Names Arabic

أسم المدراء عربي

Manager Names English

أسم المدراء انجليزي

Contact Details

تفاصيل الاتصال

Mobile No

رقم الهاتف المحمول

Phone No

رقم الهاتف

EMail

البريد الالكتروني

Web Site URL

الموقع الالكتروني

Address Details

تفاصيل العنوان

Full Address

G14، ، ،

العنوان الكامل



رخصة مهنية Professional License

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SALAH M ADEL MASRI

KHALIFA HASSAN ESSA KHALIFA

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تم توقيع إفادة المستفيد الحقيقي لهذه الرخصة بتاريخ 12/09/2021. للمزيد من المعلومات أو لمعرفة المستفيد الحقيقي يرجى التكرم بزيارة مراكز الخدمة أو الخدمات الإلكترونية التابعة لدائرة التنمية الاقتصادية.

نشاط الرخصة التجارية / License Activities

Women Salon

صالون نسائي

العنوان / Address

Phone No	تليفون	P.O. Box	صندوق بريد
Fax No	فاكس	Parcel ID	رقم القطعة
Mobile No	هاتف متحرك		

- بر دبي - الخليج التجاري - محل رقم 7 ملك رويال كراون للعقارات ش.ذ.م.م

البريد الإلكتروني / Email

الملاحظات / Remarks

Print Date 13/09/2021 13:57 تاريخ الطباعة

Receipt No.

14052788

رقم الإيصال



الإمارات
THE EMIRATES

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الرصيد Receipt

Receipt Date	13/09/2021	تاريخ الإيصال	Receipt No	14052788	رقم الإيصال
Company Name	صالون هير كلر كريستورز للسيدات HAIR CREATORS COLOR LADIS SALON				اسم الشخص
Procedure	Issue License				نوع الاجراء
P.V.Nr.	19063687	رقم إذن الدفع	License Nr.	982077	رقم الرخصة
Payment Mode	eGovernment Online Payment				كيفية الدفع
Amount in Words	خمسة وعشرون الفا وستمئة وثلاثون درهما Twenty Five Thousand Six Hundred and Thirty Dirhams				القيمة بالحروف





Bussines License Details

تفاصيل الرخصة الاقتصادية

License Information

معلومات الرخصة

ERN Number	2010000000000982077	رقم السجل الاقتصادي
BL Local No	982077	رقم الرخصة المحلي
Business Name Arabic	مركز اوتانا للتجميل ش.ذ.م.م	الاسم الاقتصادي عربي
Business Name English	OTANA BEAUTY CENTER L.L.C	الاسم الاقتصادي انجليزي
Legal Form	Single Person Company	الشكل القانوني
Branch	No	لا
Est. Date	09/13/2021	تاريخ التأسيس
Modification Date	10/21/2024	تاريخ التعديل
Expiry Date	09/12/2025	تاريخ الانتهاء
Status	Current	حالة
Registration ED	Dubai Department of Economy & Tourism	تسجيل دائرة
Registration ED Branch	Dubai Department of Economy & Tourism	تسجيل فرع



Bussines License Details

تفاصيل الرخصة الاقتصادية

BA Desc. Arabic

صالون نسائي

اسم النشاط عربي

BA Desc. English

Women Salon

اسم النشاط انجليزي

Emirate

Dubai

Dubai

الامارة

Managers Details

تفاصيل المدراء

Manager Names Arabic

ناجي كامل ابو دهن

أسم المدراء عربي

Manager Names English

NAJI ABOU DEHEN

أسم المدراء انجليزي

Contact Details

تفاصيل الاتصال

Mobile No

رقم الهاتف المحمول

Phone No

رقم الهاتف

EMail

AC.SAMER@HOTMAIL.COM

البريد الالكتروني

Web Site URL

الموقع الالكتروني

Address Details

تفاصيل العنوان

Full Address

Bur Dubai Burj Khalifa

العنوان الكامل

DAMAC داماك

Dated 17-Jan-2019

Damac Star Properties (LLC)
as Landlord

Hair Creators Star Ladies Salon
as Tenant

**Lease of Retail Premises At
Damac Towers by Paramount**

صالون هير كريتورز ستار للنساء
HAIR CREATORS STAR LADIES SALON
P.O. Box 12076, Dubai - U.A.E

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Handwritten signature

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صالون هير كريتورز ستار للنساء
HAIR CREATORS STAR LADIES SALON
P.O. Box 12076, Dubai - U.A.E

[Handwritten Signature]



Lease Particulars

- 1 **Landlord** Damac Star Properties (LLC), a company incorporated in Dubai, UAE with its registered office at P.O. Box , Dubai, UAE
- 2 **Tenant** Hair Creators Star Ladies Salon, Corporate with registered address at , Dubai, UAE
- 3 **Premises** The Premises known as DTPC/L8/R7 within the Building, having a lease area of approximately 2,003.92 square feet and shown edged red on the plan at Appendix 1.
- 4a **Term** 3 years commencing on the Rent Start Date
- 4b **Handover Date** TBC
- 4c **Lease Start Date** 6-months after the hotel opening
- 5 **Renewal** The Tenant shall be permitted to renew this Lease in accordance with clause 3.8
- 6a **Rent** The Tenant shall pay the higher of either Base Rent or Turnover Rent as follows:
(a) **Base Rent (Including 5% VAT)**
- | Year | AED |
|------|----------------|
| 1 | AED 315,000.00 |
| 2 | AED 315,000.00 |
| 3 | AED 315,000.00 |
| 4 | NA |
| 5 | NA |
- Base Rent shall be payable quarterly in advance by equal instalments by post-dated cheque(s) which shall be handed over to the Landlord on or before the Lease Start Date.
- OR
- (a) **Turnover Rent based on Turnover Rent Percentage NA**
- 6b **Rent Start Date**
- 6c **Lease End Date**
- 7 **Car Parking Spaces** 5, on a non-exclusive basis as notified by the Landlord from time to time.
- 8 **Security Deposit** AED 30,000.00, payable in full on the Lease Start Date by current-dated cheque.
- 9 **Tenant's Works** means such fitting out or other works as the Tenant may carry out in the Premises in accordance with the terms set out in Schedule 1.
- 10 **Fit Out Co-ordination Fee** AED 6425.00 payable in full on the Lease Start Date by current-dated cheque.
- 11 **Fit Out Deposit** AED 25,000.00, payable in full on the Lease Start Date by undated cheque.
- 12 **Fit Out Period** 6 months commencing on the Lease Start Date.
- 13 **Service Charge** Included in the rent, payable quarterly from the Rent Start Date in advance by equal installments by post-dated cheque(s).
- 14 **Authorised Use** The Premises shall be used for Ladies Salon purposes only.



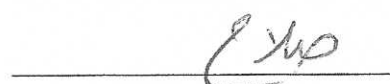
DAMAC داماك

- 15 **Building** The building known as and forming, Damac Towers by Paramount , Business Bay, Dubai, UAE
- 16 **Tenant's Trade Licence (if available)**
- 17 **Penalty Fee** The Landlord shall be entitled to impose a Penalty Fee equivalent to AED1,000 per day as reasonable pre-estimated liquidated damages of the Landlord's losses due to the Tenant's breach of its obligations under this Lease.
- 18 **Handback Requirements** The Tenant will hand back the Premises repaired, maintained, cleaned, decorated and kept in accordance with the the Tenant's obligations under this Lease (fair wear and tear excepted) and, if requested by the Landlord, will reinstate the Premises to the condition at the commencement of this Lease by removing any alterations made by the Tenant to the Premises, and make good all damage to the Premises to the Landlord's full satisfaction. The Tenant shall return to the Landlord all keys, access cards and similar devices for the Premises.
- 19 **Additional Documents** Means collectively the following, which the Tenant acknowledges that it has received, read and understood separately from this Lease (as provided by the Landlord in electronic form on a CD or otherwise in any other form as provided by the Landlord from time to time):
 (a) the Tenant's Fit Out Manual
 (b) the Rules and Regulations

IN WITNESS WHEREOF the Parties have caused this Lease to be executed on the dates set out below:

Signed for and on behalf of the Landlord

Signed for and on behalf of the Tenant

Full name:

Position:

Date:

Stamp:

Full name:

Position:

Date:

Stamp:

salah mashi
manager



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JAMAC

THIS lease is entered into on the dates described above
Between

- (1) The **Landlord** named in Item 1 of the Particulars and its successors in title ("**Landlord**"); and
- (2) The **Tenant** named in Item 2 of the Particulars ("**Tenant**").

each a "**Party**" and together the "**Parties**".
it is agreed as follows:

1 DEFINITIONS

1.1 In this Lease the following expressions will have the following corresponding meanings:

"**Additional Documents**" is defined in Item 19 of the Particulars;

"**AED**" means the United Arab Emirates Dirham, or any other lawful currency of the UAE from time to time;

"**Applicable Law**" means the laws enacted or to be enacted or any instruments, rules, orders, regulations, notices, directions or bylaws issued either in the Emirate of Dubai or by the Federal Government of the UAE or by any Competent Authority and as applied in Dubai;

"**Authorised Use**" means use of the Premises for the purpose set out in Item 14 of the Particulars;

"**Base Rent**" means the base rent payable under this Lease as set out in Item 6a of the Particulars;

"**Building**" means the building referred to in Item 15 of the Particulars which refers to each and every part of the Building with all appurtenances thereto belonging.

"**Civil Code**" means Federal Law No. 5 of 1985 concerning the Civil Transactions Law of the UAE, as amended from time to time;

"**Common Areas**" means those parts, areas, premises and facilities of and in the Building which are not leased by the Landlord to the Tenant or to any other tenants in the Building and which are now or hereafter from time to time provided by the Landlord for the common use by the Tenant and other tenants in the Building and their respective employees, customers, invitees, licensees, contractors, and suppliers in common with the Lessor and all other persons having the like right to use the same;

"**Competent Authority**" includes the Federal Government of the UAE, the Government of the Emirate of Dubai, any courts or judicial body, any ministry or department of such Government, a local or municipal authority, the Landlord as a regulatory authority (if applicable) or any other third party which has jurisdiction over any matter concerning the Premises or any matter in connection with this Lease, by virtue of the Applicable Law or any other means;

"**Conduits**" means all conducting media and ancillary apparatus used for the passage or transmission of Utilities;

"**Event of Default**" means:

- (a) the Tenant becomes insolvent or ceases trading; or
- (b) the Tenant's Trade Licence is either cancelled, revoked or not renewed within 30 calendar days of it expiring; or
- (c) the Tenant commits a material breach of this Lease which cannot be remedied; or
- (d) the Tenant commits a material breach of this Lease which is capable of being remedied and does not begin diligently to remedy that breach within 10 Working Days of a written notice from the Landlord, or immediately in case of emergency;

"**Fit Out Period**" is defined in Item 12 of the Particulars;

"**Intellectual Property**" means the intellectual rights owned by the Seller or its affiliates or partners whether or not copyrightable or patentable, including without limitation: all designs, names, trademarks, logos, models, images, characters or symbols whatsoever;

"**Lease Start Date**" means the start date of the Term of this Lease, as defined in Item 4b of the Particulars;

"**Outgoings**" means any rates, taxes, charges and outgoings from time to time assessed or charged on the Premises or any part of the Premises or which are payable by the owner or occupier of the Premises;

"**Penalty Fee**" is defined in Item 17 of the Particulars;

"**Penalty Rate**" means the rate of 1% capitalised each month;



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"Premises" is defined in Item 3 of the Particulars;

"Rent" means the Base Rent and Turnover Rent payable by the Tenant in accordance with this Lease;

"Rent Start Date" means the date that Rent becomes payable by the Tenant hereunder, as specified in Item 6b of the Particulars;

"Rules and Regulations" means the rules and regulations provided to the Tenant, and as may be supplemented or amended by the Landlord from time to time and which govern the Tenant's use of the Premises;

"Security Deposit" means the amount set out in Item 8 of the Particulars, which shall be payable pursuant to clause 4.4;

"Service Charge" means the Tenant's proportional contribution to the general operational costs and expenses from time to time incurred or payable by the Landlord with respect to the Premises and the Common Areas during the term of this Lease and shall include, but shall not be limited to, the cost of connection to water, power and sewerage supply, air-conditioning chillers, refuse removal, landscaping, public toilets, supplies, security and maintenance and cleaning of the Building and the Common Areas including lifts, escalators, and air-conditioning plant serving the Building and other plant or equipment, third party liability insurance effected by the Landlord in addition to any costs incurred in complying with the requirements of any Competent Authority in relation to the Building;

"Tenant's Works" is defined in Item 9 of the Particulars (if applicable in this Lease);

"Term" means the term indicated in Item 4a of the Particulars commencing on the Lease Start Date and subject to renewal in accordance with clause 3.8;

"Turnover Rent", if applicable to this Lease, has the meaning specified in Schedule 2 subject to the percentage set out in Item 6 of the Particulars;

"Trade Licence" means the relevant trade licence detailed in Item 15 of the Particulars or, if not available, to be provided by the Tenant before the Rent Start Date, issued by the Competent Authority authorising the Tenant to conduct its business from the Premises for the Term;

"UAE" means the Federation of the United Arab Emirates;

"Utilities" means the drainage of surface water and sewerage and the supply or transmission of electricity, gas (if any), telecommunications, water, air conditioning or any other service or supplies made to the Premises;

"Valid Tax Invoice" means a VAT invoice that meets all of the requirements of the Executive Regulations on the Federal Decree-Law No. (8) of 2017;

"VAT" means the Value Added Tax as imposed by the Federal Decree-Law No. (8) of 2017; and

"Working Day" means any day excluding Friday; public holidays declared in the Emirate of Dubai; and any day on which government offices or banks in Dubai remain closed.

2 INTERPRETATION

The Schedules and the Particulars form part of this Lease and terms defined in the Schedules are treated as defined terms in this Lease;

In this Lease:

- (a) references to a clause or paragraph (whichever is applicable) in any Schedule are references to the relevant clause or paragraph in that Schedule unless otherwise stated;
- (b) references to the singular include the plural and vice versa;
- (c) if any provision in this Lease is held to be illegal, void, invalid or unenforceable for any reason, the legality, validity and enforceability of the remainder of this Lease shall not be affected; and
- (d) all periods of time referred to in this Lease shall be based on the Gregorian calendar.

3 Grant of Lease

Grant of Lease

In consideration of the Rent reserved by and the obligations under this Lease, the Landlord hereby lets to the Tenant, and the Tenant accepts, the Premises for the Term subject to the terms of this Lease.

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HAIR CREATORS STAR LADIES SALON
P.O. Box 12076, Dubai - U.A.E

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3.2 Rights Granted

The Landlord grants to the Tenant, for the benefit of the Premises, the following rights:

- (a) The use (subject to temporary interruption for repair, alteration or replacement) for the purpose of supplies to and from the Premises of the relevant services through the conduits located on the adjoining property and which serve the Premises.
- (b) If this Lease includes the use of car parking spaces as indicated in Item 7 of the Particulars, the Tenant shall be granted the right to use such car parking spaces on the basis of the terms set out in Item 7 of the Particulars.

3.3 Rights reserved

The Landlord reserves to itself out of and over the Premises for the benefit of the Landlord, the Building and each and every part thereof, and for other owners, occupiers and visitors of the Building, the following rights, exceptions and reservations:

- (a) the free passage of services from and to any part of any adjoining property through the conducting media used for those purposes which are now or may in the future during the Term be in on or under the Premises;
- (b) the right to enter the Premises to install, replace, remove, repair, maintain, alter, improve, test, upgrade or otherwise deal with any conducting media in, on or under the Premises and a right to build or erect scaffolding upon the Building for the purpose of maintenance and repair;
- (c) the right to enter the Premises at all reasonable times and on reasonable notice, save for in an emergency when the Landlord may enter the Premises at any time without notice to maintain repair replace and renew metering equipment, or install additional metering equipment, on the water gas and electricity services which are connected to the Premises.
- (d) the right to the passage of Utilities through any Conduits which may at any time be in, under or over the Premises for any purpose
- (e) the right to construct, build or otherwise undertake works under the Premises for the purposes of benefiting the remainder of the Building, or as otherwise may be required by any Applicable Law.

3.4 Undertaking to comply with the Additional Documents

The Tenant acknowledges that its use and occupation of the Premises shall be subject to the terms of this Lease and it shall adhere to and comply with the Additional Documents in their entirety and wherever applicable to the Tenant's use and occupation of the Premises throughout the Term.

3.5 Handover

The Premises are handed over with vacant possession in the state and condition as of the date of this Lease. The Tenant accepts the Premises on an "as is where is" basis. The Tenant acknowledges that it has inspected and surveyed the Premises and takes the Lease with full knowledge of such matters and further acknowledges that it shall not be entitled to rely on such matters as grounds for the termination of this Lease or the non-performance of its obligations under this Lease.

3.6 Registration of Lease

Immediately following the date of this Lease or when directed by the Landlord in writing or as required by the Applicable Law (whichever occurs earlier), the Tenant shall apply to the Competent Authority to register the Lease

3.7 Expiry of Lease

Upon the expiry of the Term or early termination of this Lease, the Tenant shall hand back the Premises with vacant possession and the provisions of Item 18 of the Particulars shall apply.

3.8 Renewal

If the Tenant is entitled to a right of renewal as indicated in Item 5 of the Particulars and subject to the Landlord's consent (which shall not be unreasonably withheld), then, at least six (6) months prior to the expiry of the Term, the Parties shall commence good faith discussions for the renewal of this Lease on such terms and conditions as the Parties may agree. Any renewal of this Lease shall only be confirmed by the entering into of a written agreement between the Parties.

4 Tenant's Obligations

4.1 Rent

The Rent shall be due and payable as of the Lease Start Date. The Tenant shall pay the Rent to the Landlord in the manner set out in the Particulars and this Lease without any deduction, set off or counterclaim.

4.2 Service Charge

- (a) The Tenant shall pay the Service Charge to the Landlord in advance in the amount and in the manner specified in Item 13 of the Particulars.

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4.3 Penalty for late payments

The Tenant shall pay to the Landlord a penalty on any sums due to the Landlord that are not paid on the due date for all payments due under this Lease including the Rent. The penalty shall be calculated at the Penalty Rate from the due date for payment to the date on which payment is made and such penalty shall accrue on a daily basis.

4.4 Security Deposit

(a) The Tenant shall pay the Security Deposit to the Landlord in the manner set out in Item 8 of the Particulars.

(b) The Security Deposit shall be held by the Landlord as security for the due performance of the Tenant's obligations under this Lease.

(c) In the event the Tenant is in breach of any of its obligations hereunder, and without limitation to the other remedies available to the Landlord pursuant to this Lease or the Applicable Law, the Landlord may in its discretion at any time, apply the Security Deposit in whole or part towards any sums due and outstanding under this Lease for a period of ten (10) Working Days or more, or to compensate for any loss or damage sustained or suffered due to a breach of the Lease by the Tenant. Any application of the Security Deposit will not waive the Tenant's breach and will not prejudice any other right of the Landlord arising from such breach.

(d) If the Landlord applies the Security Deposit or any part of it then within five (5) Working Days after the date of any demand by the Landlord, the Tenant will reinstate the Security Deposit to its full amount by paying any shortfall to the Landlord.

(e) On the expiry or early termination of this Lease, if the Tenant has observed and performed the Tenant's obligations under this Lease, including payment of all monies due to the Landlord, then the Landlord will refund the Security Deposit or the balance remaining as soon as possible after the expiry or early termination of this Lease.

4.5 Insurance

(a) The Tenant shall, at its own cost, obtain and maintain throughout the Term of Lease insurance in and for such amounts, on such terms and with such an insurer and 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 the Premises (including plate glass insurance) and all of the Tenant's assets contained therein at replacement values and the Total Rent from the date of loss of use of the Premises until re-establishment of the Tenant's occupancy; and

(ii) Third Party Liability Insurance in the joint names of the Landlord and the Tenant for at least a reasonable amount per occurrence as determined by the Landlord; and

(iii) where the Tenant distributes or markets food, consumable or durable products from the Premises, Product Liability Insurance to cover third party loss or damage of a personal or financial nature arising from or attributable to the Premises or any business carried on therein or any accident occurring in or upon the Premises; and

(iv) where the Tenant or the Tenant's agents or contractors conduct any work on the Premises (including the Tenant's fitting out of the Premises under clause 4), Contractor's All Risk Insurance and Workers' Compensation Insurance in compliance with statutory requirements applicable from time to time.

(b) The Tenant shall supply copies of such insurance policies and evidence of payment of premiums to the Landlord upon request by the Landlord, and if the Tenant shall fail to insure or keep insured the Premises as aforesaid, the Landlord shall be entitled (but not obliged) to do so on behalf of the Tenant and recover the cost of such insurance from the Tenant.

(c) The Tenant will ensure that nothing is done or omitted to be done which would prejudice or invalidate any insurance cover obtained by the Tenant and/or Landlord in particular the compliance with all safety and fire precautions and refrain from storing any dangerous, explosive or combustible substances on the Premises.

4.6 Alterations

(a) The Tenant will not make any alterations or additions to or affecting the structure of the Premises or the appearance of the Premises as seen from the exterior.

(b) The Tenant will not make any other alterations or additions to the Premises without the Landlord's consent, which will be given entirely at the Landlord's own discretion, and which must comply fully with the Additional Documents and the provisions set out in Schedule 1.

(c) If the Tenant fails to comply with its obligations in clause 4.6 then the Landlord may (but is not obliged) carry out such works itself at the Tenant's full cost, and the Tenant agrees to indemnify the Landlord for any costs incurred by the Landlord in this regard.

4.7 Landlord's right of inspection

The Tenant shall permit the Landlord and its employees or agents at all reasonable and proper times to enter into, inspect and view the Premises and examine its condition and also to take a schedule of fixtures in the Premises.

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4.8 Indemnification

- The Tenant agrees to indemnify, defend and hold harmless the Landlord and its employees, agents and representatives from and against any and all losses, liabilities, damages, claims, costs and expenses (including reasonable attorneys' fees) in each case actually incurred or suffered by the Landlord (including in consequence of or resulting from claims by third parties) in relation to:
- (a) injuries to or death of any person or damage to or theft or misappropriation or loss of any property resulting from any acts or omissions of the Tenant or any of its respective employees, agents, representatives, contractors, consultants and/or suppliers, or that arises out of or is in any manner connected with the performance of this Lease or the construction, operation, occupation or use of the Premises or any improvements, except to the extent that such loss, damage, theft, misappropriation, injury or death was caused by the negligence or breach of this Lease by the Tenant;
 - (i) (without prejudice to the foregoing) injuries to or death of any person or damage to or theft or misappropriation or loss of any property resulting from the presence or use on the Premises of any articles and things connected to the Authorised Use or otherwise by virtue of the Tenant's use and occupation of the Premises; and
 - (ii) any fines, penalties or other sanctions imposed upon the Landlord in consequence of the Authorised Use, or any other use of the Premises by the Tenant causing a breach of Applicable Law.
- The furnishing of insurance required hereunder shall not be deemed to limit the Tenant's obligations under the provisions of this clause. Nothing in this clause 4.8 shall derogate the Landlord's duty to mitigate, where such mitigation is appropriate, acting reasonably.
- (b) Clause 4.8 will not apply to losses, liabilities, damages, costs and expenses to the extent contributed to or caused by the wilful act, negligence or default of (including any breach of this Lease by) the Landlord or its respective agents and employees.

4.9 Other Obligations

The Tenant shall:

- (a) fully discharge the obligations on the part of the Tenant as set out in the Additional Documents as if they were repeated and set out in full in this Lease;
- (b) pay to the Landlord (or such other person the Landlord may nominate) the Service Charge and all other charges due under this Lease;
- (c) pay and indemnify the Landlord against all Outgoings or other liabilities in relation to the use or occupation of the Premises by the Tenant or any other person;
- (d) pay for all Utilities and any related meter rents, installation charges and connection charges as they relate to the Premises and ensure that the supply of such Utilities is separately metered at all times;
- (e) pay to the Landlord a fair proportion, to be determined by the Landlord, of all expenses incurred by or on behalf of the Landlord in respect of any Conduits or any other facility, right or thing used in common by the Premises;
- (f) indemnify the Landlord for any loss, cost or expense (including the Landlord's own administrative and management expenses) suffered by the Landlord due to any breach of the Tenant's obligations under this Lease or any act, omission or default of the Tenant under this Lease;
- (g) keep the Premises in good and substantial repair and condition subject to reasonable wear and tear and the Tenant, at its own cost and expense, will carry out all repairs in or to the Premises required to correct any damage or deficiency, and where required will renew or replace any fixtures or fittings which form part of the Premises;
- (h) keep the Premises properly cleaned with all windows and glass, both inside and out, being cleaned at least once a month;
- (i) clean and treat in accordance with best modern practice any external surfaces of the Premises as often as the Landlord reasonably requires;
- (j) regularly redecorate the Premises, both internally and externally, with appropriate materials in a good, substantial and workmanlike manner and in accordance with the requirements of the Additional Documents and best modern practice;
- (k) carry out any works required to remedy any breach of the Tenant's obligations under this Lease relating to the repair and condition of the Premises within three months after the service of any notice specifying the works required or immediately in case of emergency. If the Tenant defaults in such obligation, the Landlord with its contractors may enter and remain upon the Premises to carry out those works itself and all costs incurred by the Landlord shall be a debt payable on demand to the Landlord by the Tenant on a full indemnity basis;
- (l) not without the consent of the Landlord to use the Premises other than for the Authorised Use. Nothing in this Lease implies or is to be treated as a warranty by the Landlord to the effect that the use of the Premises for those purposes is in compliance with the Applicable Law;
- (m) not do anything whereby any policy of insurance relating to the Premises may become void or voidable;
- (n) not use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose; and comply with every Applicable Law which affects the Premises or their use and occupation, including maintaining such Consents, licenses, permits and other authorisations as may be required for the development, use and occupation of the Premises for the purpose of the Authorised Use.
- (o) not do anything whereby any policy of insurance relating to the Premises may become void or voidable;
- (p) not use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose; and
- (q)

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- (r) comply with every Applicable Law which affects the Premises or their use and occupation, including maintaining such Consents, licenses, permits and other authorisations as may be required for the development, use and occupation of the Premises for the purpose of the Authorised Use.

5 Dealings

5.1 By the Tenant

- The Tenant may dispose, assign or otherwise transfer its rights created by this Lease to another person (a "Transferee") subject to the prior written consent of the Landlord, which shall not be unreasonably withheld, provided that on or before the date of the transfer:

- (a) the Tenant has fully paid all sums then due and payable under the terms of this Lease;
- (i) the Transferee agrees with the Landlord (in such legally binding manner as may reasonably be required by the Landlord) to assume the Tenant's obligations under this Lease from the date of the transfer as if it were named as the Tenant under this Lease;
- (ii) the Tenant has provided the Landlord with:
- (A) evidence satisfactory to the Landlord of all original agreements executed between the Tenant and the Transferee in respect of the assignment or transfer of this Lease; and
- (B) the Tenant pays to the Landlord an administrative fee equal to 1% of the total consideration payable by the proposed Transferee or, if greater, the market value of the interest being disposed of as reasonably determined by the Landlord.
- (iv) Notwithstanding the provisions of this clause 5.1, in no circumstances will the Tenant be entitled to sublet the Premises in whole or part, or dispose, assign or otherwise transfer part only of its rights created by this Lease or grant rights related solely to the Premises.

5.2 Deemed assignment

For the purpose of this clause 5, if the Tenant is a body corporate, it shall be treated as having assigned its interest in this Lease if there is a change in the shareholding or control of the Tenant or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 30% of the shares of the Tenant giving a right to vote at general meetings.

6 Landlord's Rights and Obligations

6.1 Insure on default of Tenant

The Landlord reserves the right to insure the Premises on the terms in clause 4.5 if the Tenant should fail to do so (but is not under any obligation to the Tenant to do so) and to recover the cost of insurance from the Tenant.

6.2 Notices "to let"

The Tenant will allow the Landlord to enter the Premises at any time within the six months before the termination of this Lease to fix on the Premises a notice board for re-letting them. The Tenant will not remove or obscure any such notice board and will permit all persons authorised by the Landlord to view the Premises at reasonable hours.

6.3 Services

- The Landlord shall provide or procure the services in respect of the Service Charges.

- (a) The Landlord will not be liable to the Tenant in relation to:

- (b) temporary interruption of such services during periods of inspection maintenance, repair and renewal; or
- (i) breakdown of or defect of any hot or cold water in any plant and machinery services or Conduits serving the Premises; or
- (ii) events beyond the reasonable control of the Landlord; provided that the Landlord will use its reasonable endeavours to minimise any disruption which may be caused to the Tenant's business.
- (iii)

6.4 Dealing with the Premises

- The Landlord may without obtaining any consent from the Tenant alter or modify in any way or change the use of the Premises so long as proper means of entrance to and exit from the Premises are provided and essential services are maintained.

- (a) The Landlord may subdivide its interest in the Premises or grant rights of way or other rights over it or the Premises, in any way it sees fit, and may require the Tenant to do everything necessary (and to procure that any person claiming through the Tenant does everything necessary) including signing and producing documents and giving consents, to enable the Landlord to exercise the rights under this clause.
- (b)

6.5 Landlord's Rights

The Landlord reserves the right, provided the Landlord takes reasonable steps in the circumstances (except in emergencies) to minimise interference with the Tenant's use and occupation of the Premises during the process, to:

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- (a) carry out any works or services in the Building or any areas within or around the Premises (including alterations and redevelopment), or limit access to or close the Common Areas;
- (b) restrict or modify access to delivery and pick-up areas;
- (c) exclude or remove any person from the Building;
- (d) change the name, logo or signage of the Building, including by selling, naming or signage rights to other persons;
- (e) erect advertising structures and signage in and around the Building and where applicable, the Premises; and
- (f) otherwise carry out all of its obligations authorised under the Applicable Law and the Additional Documents to ensure the safe, reliable and proper performance of the Building.

6.6 Quiet enjoyment

Subject to the Tenant paying the Rent and all other fees, sums and charges described in this Lease when due and performing the Tenant's obligations under this Lease, the Tenant may lawfully occupy and use the Premises as envisaged by this Lease throughout the Term without interruption by the Landlord.

7 Termination

7.1 Right to terminate this Lease for Tenant's Breach

Upon the occurrence of an Event of Default the Landlord may by written notice to the Tenant terminate this Lease without consent or the need to obtain an order of the court in accordance with Article 271 of the Civil Code and the Landlord shall be entitled to re-enter and repossess the Premises as if this Lease had not been made. The Parties expressly acknowledge and agree that they consent to each Party's entitlement to terminate this Lease pursuant to any provisions thereof or otherwise, in accordance with the meaning of consent and mutual consent contemplated under Articles 218, 267 and 892 of the Civil Code.

- (a) If this Lease is terminated under clause 7.1, then without prejudice to any other rights and remedies available under the Applicable Law, the provisions of clause 3.7 shall apply and the Landlord shall be entitled to retain all monies paid by the Tenant as of the date of termination. The Tenant shall be liable to pay compensation to the Landlord on an indemnity basis for the losses incurred by the Landlord as a result of the termination of this Lease or the Tenant's breach, including, but not limited to, the costs of cleaning, clearing and re-letting the Premises, and architects', surveyors' and other requisite professional advisers' fees.
- (b) Notwithstanding the provisions of clause 7.1(a), if the Landlord has specified a Penalty Fee in Item 16 of the Particulars, the Landlord shall be entitled to impose such Penalty Fee (agreed by the Tenant as pre-estimated liquidated damages) in the manner set out in Item 17 of the Particulars in addition to any other rights and remedies that may be available to the Landlord under this Lease and the Applicable Law.

7.2 Tenant's Right to terminate this Lease

Commencing after the first anniversary of the Lease Start Date and subject to the payment to the Landlord of an early termination fee in an amount equivalent to six (6) months' Base Rent, the Tenant may by written notice of not less than three (3) months to the Landlord terminate this Lease without consent or the need to obtain an order of the court in accordance with Article 271 of the Civil Code.

7.3 Saving Provisions

Termination of this Lease does not prejudice any rights or remedies which the Landlord may have in respect of any outstanding breaches of this Lease by the Tenant or any liability of the Tenant under clause 7.1.

7.4 Cancellation of registrations

Within 5 Working Days of the termination of this Lease under clause 7.1, the Tenant shall apply for the cancellation of all entries and registrations made by or on behalf of the Tenant pursuant to clause 3.6 or otherwise, including, without limitation, those made at the Competent Authority in respect of the Lease. The Tenant shall ensure that it provides the Landlord with certified copies of all such applications for cancellation.

7.5 Continuing effect

Clause 7 continues to apply after termination of this Lease.

8 Confidentiality

This Lease and its terms are confidential to the Parties and no Party may make or permit any announcement or publication to be made concerning this Lease or its terms, either in whole or in part except:

- (a) with the prior written consent of the other Party about the form and content of any such announcement or publication; or
- (b) as far as may be necessary for the proper performance of its obligations under this Lease; or

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- (c) in connection with any dealing or proposed dealing with its interest under this Lease; or
 (d) as required by the Applicable Law or a Competent Authority.

9 Notices

Any notice, communication or demand to be given or made by or to the Landlord or the Tenant under this Lease shall be in writing. Any notice, communication or demand to the Tenant shall be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by registered post or left at the Tenant's address set out in the Particulars. Any notice, communication or demand to the Landlord shall be sufficiently served if sent by registered post to the Landlord's address set out in the Particulars. Any notice, communication or demand sent by registered post shall be deemed to be given at the time when in due course it would be delivered at the address to which it is sent, or in the case of a fax transmission upon receipt of a valid transmission report, or in the case of email upon confirmation (electronic or otherwise) that the same has been received.

10 INTELLECTUAL PROPERTY

10.1 No ownership

The Landlord is the sole and exclusive owner of the Intellectual Property. Any goodwill, or other intangible right or benefit flowing directly or indirectly from the Intellectual Property is and remains at all times the sole property of the Landlord.

10.2 Restrictions

Without prejudice to the Landlord's general legal rights, the Tenant shall not adopt, use in any manner or seek to register anywhere in the world any Intellectual Property or any intellectual property which could be confused with or mistaken for the Intellectual Property.

11 General

11.1 Entire Lease

The Lease together with the Particulars and the Schedules forms the entire agreement between the Parties relating to its subject matter.

11.2 Limitation as to warranties

The Tenant acknowledges that it has not entered into this Lease in reliance on any representation, warranty or statement (whether oral, written or implied) made by or on behalf of the Landlord (including, without limitation, any marketing materials produced or circulated by the Landlord) other than any provided by the Landlord at the request of the Tenant and which the Landlord has expressly stated in writing is reliable and accurate and which information was not capable of independent verification by the Tenant by inspection, survey, research, due diligence or other enquiry whether or not actually made.

11.3 Variations to this Lease

No modification, variation or waiver of any of the terms of this Lease is effective unless made in writing and signed by the Parties.

11.4 Performance of this Lease

Any failure by the Landlord to require the performance by the Tenant of its obligations under this Lease does not affect the rights of the Landlord to require performance of those obligations at a later time.

11.5 Contractual rights of third parties

Save where expressly provided to the contrary in this Lease, no person who is not a party to this Lease has any right under Article 254 of the Civil Code to enforce any term of this Lease.

11.6 Subordination

This Lease and all rights of the Tenant under this Lease are subject and subordinate to all transferees, purchasers and mortgagees of the interest of the Landlord in the Premises and the Building without any further consent or agreement of the Tenant, and the Tenant, if so requested, will execute any agreements reasonably required by the Landlord to formally recognise such transferees, purchasers or mortgagees as the landlord under this Lease.

11.7 Competition

Nothing in this Lease amounts to a promise by the Landlord to restrict in any way the letting of other property to direct or indirect competitors of the Tenant or the use to which other areas of the Building may be put under leases of such areas.

11.8 No Implied rights

Save as expressly provided in this Lease, the Tenant is not entitled to the benefit of or to claim or enforce against the Landlord or against any other person, any undertaking, obligation, right, agreement, privilege or easement in favour or for the benefit of the Premises.



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12 VAT

12.1 The Landlord and Tenant agree that any amount referred to in this Lease is a reference to that amount expressed on a VAT exclusive basis, unless indicated otherwise.

12.2 To the extent that VAT is payable by the Landlord in respect of any supply made by the Landlord to the Tenant under or in connection with this Lease, the consideration to be provided under this Lease for that supply is increased by an amount equal to the VAT exclusive consideration (or its VAT exclusive market value if applicable) multiplied by the rate of VAT applicable to that supply.

12.3 The Landlord will promptly issue a Valid Tax Invoice to the Tenant in respect of the supply, following clearance of the post-dated cheque and VAT due (or following receipt of any other form of payment) from the Tenant.

13 Dispute Resolution

13.1 Resolution meeting

The Parties shall use their reasonable endeavours to resolve any dispute arising out of or in connection with this Lease ("Dispute") at a meeting to be held between the senior managers of each Party as soon as reasonably possible after the date on which the Dispute arose.

13.2 Agreed Disputes

Any joint decision which resolves the Dispute and which is made pursuant to clause 13.1 shall be recorded in writing and signed on behalf of each Party by their respective representatives and shall be final and binding on the Parties. The Parties shall each keep a record of all such resolutions.

13.3 Referral of Disputes

If the Dispute has not been resolved within 20 Working Days of it arising then it shall be referred for settlement to the Competent Authority, being the Dubai Rental Dispute Settlement Centre, failing which the matter shall be referred to the Courts of Dubai.

13.3 Survival of dispute resolution provisions

The provisions of this clause 13 shall survive the termination of this Lease.

14 Governing Law

This Lease shall be governed by and construed in accordance with the Applicable Law.

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Schedule 1
Tenant's Works

The provisions set out below shall only apply if indicated as applicable in respect of the Tenant's Works in Item 9 of the Particulars.

The Tenant shall pay the Fit Out Deposit and Fit Out Co-ordination Fee to the Landlord on or before the signing of this Lease and shall be responsible for the following additional costs and expenses associated with the Tenant's Works

1.1

- (a) all materials, labour, services and insurance;
- (b) all approvals required from the Component Authorities; and
- (c) any expenses of the Landlord associated with having designs and the Tenant's Works checked and approved by the Landlord's consultants.

1.2 All of the Tenant's Works shall be completed:

- (a) pursuant to and strictly in accordance with all requisite approvals from all Relevant Authorities required to give approvals pursuant to the Applicable Law; and
- (b) strictly subject to the prior written consent of the Landlord and in compliance with the Additional Documents;
- (c) in a good and workman like manner; and
- (d) prior to expiry of the Fit Out Period.

1.3 While undertaking the Tenant's Works, the Tenant and its contractors shall keep the Common Areas free of all construction and related debris and shall not disrupt the provision of any common facilities to the Landlord or other tenants and occupiers.

1.4 The Landlord shall retain the Fit Out Deposit and refund the same to the Tenant upon:

- (a) the actual completion of the Tenant's Works by the Tenant in strict accordance with this Schedule 1; and
- (b) final inspection conducted by the Parties and the Landlord is reasonably satisfied with the Tenant's Works undertaken and completed by the Tenant.

1.5 Where the Tenant is in breach of its obligations in relation to the Tenant's Works in accordance with this Schedule 1, the Landlord shall be entitled to give written notice to the Tenant of the breach and where the breach remains unrectified after fourteen (14) days of the Landlord's notice, the Landlord may, without in any way limiting its other rights in law or pursuant to Clause 7, elect to remedy the breach and complete such works or remedy such breach using the Fit Out Deposit as may be necessary to remedy such breach.

1.6 The fact that the Landlord may utilise the Fit Out Deposit for the purpose of rectifying the breach of this Schedule 1 by the Tenant shall not relieve the Tenant from any obligations arising in relation to such Tenant's Works and the Tenant's obligations under this Lease.

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SCHEDULE 2 TURNOVER RENT

In this Schedule, the following expressions will have the following corresponding meanings:

"Gross Sales" means the sum (without duplication) of the receipts and receivables from all business conducted on or from the Premises including orders received at or despatched from the Premises in any manner whatsoever by the Tenant, without reserve or deduction for uncollected or uncollectible accounts (the full selling price or charge being considered to be received when a sale is made or services rendered, irrespective of when payment is made), and whether the orders, no matter how communicated, are received on the Premises and executed on or from the Premises or elsewhere or received elsewhere and executed on or from the Premises;

"Gross Sales Turnover" means the amount calculated by multiplying the relevant Gross Sales by the Turnover Rent Percentage.

"Lease Year" means a period of twelve (12) consecutive months commencing on the Lease Start Date and each successive twelve (12) month period thereafter;

"Statement of the Tenant's External Auditor" means a statement of Gross Sales prepared, certified and signed by the Tenant's External Auditor;

"Tenant's External Auditor" means an independent auditor engaged by the Tenant and approved by the Landlord;

"Turnover Rent" means, if any, the annual amount of rent payable by the Tenant to the Landlord calculated by subtracting the relevant Base Rent from the corresponding Gross Sales Turnover.

"Turnover Rent Percentage" means the rate specified in Item 6 of the Particulars.

Payment of Turnover Rent

(a) The Tenant will pay within ninety (90) calendar days after the end of each Lease Year, the Turnover Rent, if any.

(b) Such payment of the Turnover Rent will be forwarded by the Tenant to the Landlord together with a Statement of the Tenant's External Auditor certifying the Gross Sales of the preceding Lease Year ended on or prior to that date for the purpose of calculating the Turnover Rent payable, if any.

(c) The Tenant undertakes to maintain at all times during the Term, full and accurate books of accounts and records (including records which show inventories and receipts of merchandise at the Premises and receipts from all transactions) from which the Gross Sales for each Lease Year can be ascertained and the correct Turnover Rent calculated.

(d) If the Landlord disputes the Statement of the Tenant's External Auditor for any Lease Year the Landlord will have the right to have the Tenant's relevant records and books audited by the Landlord's own external auditor for the purpose of ascertaining the Gross Sales and calculating the Turnover Rent payable, if any, for the relevant Lease Year.

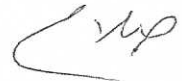
The Tenant undertakes to make available such books of accounts and records inclusive of the Statement of the Tenant's External Auditor for each Lease Year, to the Landlord's own external auditor for inspection and audit thereof during reasonable business hours and upon reasonable notice being given by the Landlord. A certified statement prepared by the Landlord's own external auditor showing such calculation shall be provided to the Tenant, which statement will be final and binding on the Parties. The Landlord will have the right to impose a penalty on the Tenant for providing wrong and misleading information in the Statement of the Tenant's External Auditor and if the audit reveals an understatement of 3% or more in reporting the Gross Sales, then the Tenant will pay to the Lessor the cost of such audit conducted by the Landlord's external Auditor.

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Appendix 2
Special Conditions

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**ARTICLES OF ASSOCIATION
OF
Hair Creators FZ-LLC**

**A Free Zone Company
Incorporated in the Dubai Creative Clusters**

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

"AED" means UAE Dirhams, the lawful currency of the UAE;

"Authority" means the Dubai Creative Clusters Authority;

"Articles" means these Articles of Association;

"Board" means the board of directors of the Company from time to time;

"Company" means Hair Creators FZ-LLC;

"DCC Private Companies Regulations" means the Dubai Creative Clusters Private Companies Regulations of 2016, as may be amended from time to time;

"DIFC" means the Dubai International Financial Centre;

"DIFC Courts" means the DIFC Court of First Instance and the DIFC Court of Appeal, as established under Article 3 of Dubai Law No. 12 of 2004 and pursuant to Dubai Law No. 9 of 2004;

"Director" means a member of the Board;

"General Manager" means the natural person appointed from time to time by the Board in accordance with the DCC Private Companies Regulations;

"Licensing Regulations" means the regulations promulgated by the Authority in respect of any trade or business to be engaged in or carried on in the Zone including the Licensing Categories Decisions issued under it and as the same as may be amended from time to time;

"Member" means the person whose name is entered in the register of members of the Company as the holder of the Shares;

"Ordinary Resolution" means a resolution of a duly constituted general meeting of the members in respect of which notice of intention to propose the resolution has been given, and that has been passed by a simple majority of the votes cast on behalf of the shares entitled to vote on the resolution through or on behalf of the members present in person or by proxy and voting at the meeting;

"Shares" means shares in the issued share capital of the Company;

"Special Resolution" means a resolution of a duly constituted general meeting of the members in respect of which notice of intention to propose the resolution has been given, and that has been passed by the vote of members holding at least 75% of the Shares entitled to vote on the resolution present in person or by proxy and voting at the meeting;

"UAE" means the United Arab Emirates; and

"Zone" means the Dubai Creative Clusters, the free zone established in accordance with Law No. 15 of 2014 concerning the Creative Clusters in the Emirate of Dubai.

1.2 Unless the context otherwise requires:

1.2.1 words in the singular shall include the plural and vice-versa;

1.2.2 words in the masculine shall include the feminine; and

1.2.3 words relating to persons shall include any natural person or body corporate, including a company, partnership, government entity or state.

1.3 The word "may" shall be construed as permissive and the word "shall" as imperative.

1.4 The headings herein are for convenience only and shall not affect the construction of these Articles.

2. NAME OF THE COMPANY

The name of the Company is Hair Creators FZ-LLC

3. REGISTERED OFFICE

The Company shall at all times maintain an office in the Zone, which shall be its registered office.

- 29.1 Subject to these Articles, the provisions of the DCC Private Companies Regulations that are not expressly set out in these Articles shall apply. To the extent that there is an express inconsistency between the provisions of the DCC Private Companies Regulations and these Articles the provisions of these Articles shall prevail provided that such provisions comply with any minimum requirements set out in the DCC Private Companies Regulations.
- 29.2 These Articles constitute the entire agreement, and supersedes any previous agreements, memorandum of association or articles of association entered into between the members relating to the Company. Nothing in this Article 29.2 shall have the effect of limiting any liability arising from fraud, wilful misconduct or wilful concealment.

Signed
Salah Masri



By:

Title:

Date:

DUBAI CREATIVE CLUSTERS AUTHORITY	
We hereby verify the Signature of Mr./Mrs. <u>Salah</u>	
<u>Masri</u>	
Verified	
by: Mr./Mrs. <u>Asma Sarang</u>	
Date: <u>19 July 2018</u>	




For Registrar

22 JUL 2018