

HOTEL MANAGEMENT AGREEMENT

relating to Qamar Bay, Al Marjan Island, Ras Al Khaimah

between

BAYT AL NAJM HOLDINGS LLC

as Owner

and

HALCYON HOTELS & RESORTS MANAGEMENT FZ-LLC

as Operator

DRAFT for owner review

Operator's draft dated 15 November 2026

This draft is issued by the Operator for discussion purposes only. It is subject to contract and does not constitute an offer capable of acceptance. Draft reference: HHR/QB/HMA/D1.

CONTENTS

Clause	Heading	Clause	Heading
1	Definitions and interpretation	14	Insurance
2	Appointment	15	Performance test
3	Term	16	Sale of the Hotel
4	Technical services	17	Termination
5	Pre-opening	18	Consequences of termination
6	Operation of the Hotel	19	Area protection
7	Personnel	20	Assignment and financing
8	Fees	21	Indemnities and liability
9	Bank accounts and working capital	22	Force majeure
10	Books, records and reports	23	Confidentiality and data protection
11	FF&E Reserve and capital expenditure	24	Notices
12	Annual Budget	25	Governing law and dispute resolution
13	Rights of the Owner	26	General

Schedule	Heading
1	Key Dates
2	Fees
3	Approval Matrix
4	Centralised Services
5	Scope of Technical Services
6	Pre-opening Services and Budget Principles
7	Handover Obligations

THIS AGREEMENT is made on [] 2026

BETWEEN

- (1) **Bayt Al Najm Holdings LLC**, a limited liability company incorporated in the Emirate of Ras Al Khaimah, United Arab Emirates, with commercial licence number [to be confirmed] (the **Owner**); and
- (2) **Halcyon Hotels & Resorts Management FZ-LLC**, a free zone limited liability company incorporated in Dubai, United Arab Emirates, and a member of the Halcyon Hotels & Resorts group (the **Operator**).

RECITALS

- (A) The Owner holds the freehold of a beachfront plot of approximately 32,000 square metres on Al Marjan Island, Ras Al Khaimah, on which it intends to develop an upscale beach resort of 150 keys, comprising 118 rooms and 32 suites, together with restaurants, a spa, a kids' club, a meeting room, pools, beach facilities and ancillary areas.
- (B) The Operator and its Affiliates manage hotels and resorts under the Halcyon Hotels & Resorts name and other brands of the Halcyon group in the Middle East, Europe and the Indian Ocean.
- (C) The Owner wishes to appoint the Operator to provide technical services during the development of the Hotel and to manage and operate the Hotel on its behalf following opening, and the Operator wishes to accept that appointment, on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

Adjusted Gross Operating Profit or **AGOP** means, for any period, Gross Operating Profit for that period less the Base Fee for that period.

Affiliate means, in relation to a person, any other person directly or indirectly controlling, controlled by or under common control with that person.

Annual Budget means the operating budget and the capital expenditure budget for a Fiscal Year approved or deemed approved under Clause 12.

Applicable Law means all laws, decrees, regulations, codes, licences and requirements of any authority having jurisdiction over the Hotel or the parties, including the Ras Al Khaimah Tourism Development Authority and the civil defence authority.

Brand Standards means the standards of design, construction, operation, service, quality and technology prescribed by the Operator and its Affiliates from time to time for resorts operated under the Halcyon Hotels & Resorts name, as amended by the Operator at its discretion.

Business Day means a day other than a Saturday, Sunday or public holiday in the United Arab Emirates.

Centralised Services means the services described in Schedule 4 provided to the Hotel by the Operator or its Affiliates on a group or regional basis.

Competitive Set means the resorts identified in Part C of Schedule 2, as varied by the Operator from time to time on notice to the Owner.

FF&E means furniture, fixtures and equipment, soft goods (including bed linen, towels and guestroom curtains), operating equipment of a capital nature, information technology hardware and vehicles.

FF&E Reserve means the reserve established under Clause 11.1.

Fiscal Year means each period of twelve (12) months from 1 October to the following 30 September, save that the first Fiscal Year commences on the Opening Date. A Fiscal Year is identified by the two calendar years it spans (for example, Fiscal Year 2029/30).

Gross Operating Profit or **GOP** means Total Revenue less Operating Expenses, determined in accordance with the Uniform System.

Hotel means the resort to be known as Qamar Bay, Al Marjan Island, comprising 150 keys and all associated land, buildings, facilities, FF&E and operating equipment.

Key Money has the meaning given in Clause 8.6.

Opening Date means the date on which the Hotel first opens to paying guests.

Operating Expenses means all costs of operating the Hotel determined in accordance with the Uniform System, including payroll and related costs and charges for Centralised Services, but excluding the Base Fee, the Incentive Fee, contributions to the FF&E Reserve, building insurance, property taxes, depreciation, debt service and the Owner's own costs.

Operating Year means each period of twelve (12) months from the Opening Date or an anniversary of it.

RevPAR Index means the RevPAR of the Hotel divided by the average RevPAR of the Competitive Set for the same period, expressed as a percentage, as reported by a benchmarking provider selected by the Operator.

Technical Services means the services described in Schedule 5.

Test Period means each full Fiscal Year commencing with the third (3rd) full Fiscal Year after the Opening Date.

Total Revenue means all revenue derived from the operation of the Hotel determined in accordance with the Uniform System, excluding taxes and levies collected from guests, service charges distributed to employees, gratuities, insurance proceeds (other than business interruption proceeds), proceeds of sale of FF&E and interest.

Uniform System means the Uniform System of Accounts for the Lodging Industry, 12th edition, as revised from time to time.

1.2 References to Clauses and Schedules are to clauses of and schedules to this Agreement. The Schedules form part of this Agreement. Headings do not affect interpretation. The words *include* and *including* are without limitation. Where a Clause and a Schedule conflict, the Clause prevails unless the Schedule expressly states otherwise.

1.3 All amounts are expressed in United Arab Emirates Dirhams (AED) and are exclusive of value added tax.

2. APPOINTMENT

2.1 The Owner appoints the Operator, on an exclusive basis, to provide the Technical Services before the Opening Date and to supervise, direct and control the management, operation and marketing of the Hotel as agent of the Owner and for the Owner's account during the Term. The Operator accepts the appointment.

2.2 The Hotel shall be operated under the name "Qamar Bay, a Halcyon Resort" or such other name within the Halcyon group as the Operator may designate. All names, marks, systems and intellectual property of the Halcyon group remain the property of the Operator or its Affiliates.

2.3 Nothing in this Agreement creates a partnership, joint venture or lease. Title to the Hotel and all revenues of the Hotel belong to the Owner.

3. TERM

3.1 This Agreement takes effect on the date of signature. The operating term commences on the Opening Date and continues for an initial term ending on the fifteenth (15th) anniversary of the Opening Date (the **Initial Term**), unless terminated earlier in accordance with this Agreement.

3.2 The Initial Term shall be automatically extended for two (2) successive periods of five (5) years each (each a **Renewal Term**) unless the Operator gives notice of

non-renewal not less than twelve (12) months before the expiry of the then current term.

3.3 The parties' target date for the Opening Date is 1 October 2029 (the **Target Opening Date**).

4. TECHNICAL SERVICES

4.1 From the date of this Agreement until the Opening Date, the Operator shall provide the Technical Services to assist the Owner and its consultants in the design, construction, fit-out and equipping of the Hotel in accordance with the Brand Standards.

4.2 The Owner shall procure that its design team and contractors take account of the Operator's comments. The Operator's review of any design, specification or works is for the purpose of compliance with the Brand Standards only and does not relieve the Owner or its consultants of any responsibility for design, structural integrity, life safety or compliance with Applicable Law.

4.3 In consideration of the Technical Services, the Owner shall pay to the Operator a technical services fee of AED 2,400,000 (the **Technical Services Fee**). The Technical Services Fee is fixed and is payable in full regardless of any change in the scope, size, programme or duration of the project, and regardless of whether the Owner proceeds with the development. It is payable as to fifty per cent (50%) on signature of this Agreement and fifty per cent (50%) on completion of the concept design.

4.4 The Technical Services Fee is exclusive of travel, accommodation and per diem costs of the Operator's technical team, and of the cost of any specialist consultants engaged by the Operator, all of which shall be reimbursed by the Owner at cost plus an administrative charge of ten per cent (10%).

5. PRE-OPENING

5.1 Not later than eighteen (18) months before the Target Opening Date, the Operator shall submit a pre-opening plan and pre-opening budget covering recruitment, training, sales and marketing, systems, opening inventories and launch activity. The Owner shall fund the pre-opening budget in accordance with its cash flow schedule.

5.2 The Owner shall procure that the Hotel is complete, fully equipped and licensed, and that the Operator has access to the Hotel for pre-opening activities, not later than four (4) months before the Target Opening Date.

5.3 The Operator shall procure the operating supplies and equipment for opening, and the information technology systems required by the Brand Standards, through its

central procurement organisation, at the Owner's cost.

- 5.4 The Operator shall not be obliged to open the Hotel until it is satisfied, acting reasonably, that the Hotel complies with the Brand Standards and Applicable Law and that all licences and certificates required for operation have been issued.

6. OPERATION OF THE HOTEL

- 6.1 The Operator shall operate the Hotel as an upscale beach resort in accordance with the Brand Standards, the Annual Budget and Applicable Law, with the skill and care of an experienced international hotel operator.
- 6.2 The Operator shall have sole and exclusive control over the day-to-day operation of the Hotel, including pricing, credit policy, sales and marketing, purchasing, the selection of concessionaires and the entry into service and supply contracts in the name of the Owner, subject only to the matters reserved to the Owner in Schedule 3.
- 6.3 The Operator shall keep the Hotel in good repair, maintain all licences and permits in force, and pay all Operating Expenses out of the Operating Account.
- 6.4 The Hotel shall participate in and receive the Centralised Services described in Schedule 4. The Owner shall pay the charges for the Centralised Services as determined by the Operator from time to time on the basis applied by the Operator to hotels of the Halcyon group. The charges for the Centralised Services are Operating Expenses, are not subject to any cap or limit, and may be revised by the Operator on notice to the Owner.
- 6.5 The Operator may enter into contracts with its Affiliates for the supply of goods and services to the Hotel, provided that the terms are no less favourable to the Hotel than those generally available to other hotels of the Halcyon group in the region.

7. PERSONNEL

- 7.1 All employees of the Hotel shall be employees of the Owner, or of the Operator or its Affiliates where the Operator so elects, and shall be recruited, trained, supervised and dismissed by the Operator. All payroll, benefits, accommodation, transport, visa and end of service costs are Operating Expenses.
- 7.2 The General Manager and the executive committee of the Hotel shall be selected, appointed, transferred and replaced by the Operator in its sole discretion. The Operator shall notify the Owner of each appointment after it has been made.
- 7.3 Employees seconded by the Operator or its Affiliates may hold visas sponsored by the Operator's group. On the expiry or termination of this Agreement the Operator shall cooperate in the transfer of such sponsorship, at the Owner's cost.

7.4 The Owner shall not, during the Term and for twelve (12) months after it, solicit for employment any executive committee member of the Hotel without the Operator's consent.

8. FEES

8.1 **Base Fee.** The Owner shall pay to the Operator a base fee equal to three per cent (3.0%) of Total Revenue for each Fiscal Year (the **Base Fee**).

8.2 **Incentive Fee.** The Owner shall pay to the Operator an incentive fee equal to ten per cent (10%) of Adjusted Gross Operating Profit for each Fiscal Year (the **Incentive Fee**). The Incentive Fee is payable on all Adjusted Gross Operating Profit, without deduction of any owner's priority, return on capital or debt service.

8.3 **Marketing and loyalty.** In addition to the fees, the Hotel shall bear the marketing assessment and loyalty programme charges described in Schedule 4 as Centralised Services.

8.4 **Payment.** The Base Fee and the Incentive Fee shall be paid monthly in arrears on the basis of the monthly accounts, and reconciled on delivery of the audited annual accounts. The Operator may pay the fees to itself from the Operating Account.

8.5 **Late payment.** Any amount not paid when due shall bear interest at three per cent (3%) per annum above the three-month Emirates Interbank Offered Rate.

8.6 **Key Money.** No key money, contribution, loan, guarantee or other financial support shall be provided by the Operator in connection with this Agreement or the Hotel.

9. BANK ACCOUNTS AND WORKING CAPITAL

9.1 The Operator shall open and operate, in the name of the Owner, an operating account into which all revenues of the Hotel are paid and from which all Operating Expenses, fees, reimbursements and FF&E Reserve contributions are paid. The signatories shall be nominated by the Operator.

9.2 The Owner shall provide working capital in the amount specified by the Operator in the Annual Budget and shall replenish working capital within ten (10) Business Days of the Operator's request.

9.3 Cash in excess of working capital requirements shall be remitted to the Owner quarterly after payment of all amounts due to the Operator.

10. BOOKS, RECORDS AND REPORTS

10.1 The Operator shall keep books of account of the Hotel in accordance with the Uniform System and International Financial Reporting Standards.

10.2 The Operator shall deliver to the Owner, within twenty-five (25) days after the end of each month, a monthly report including a profit and loss statement compared with budget and the prior year, key statistics and a short commentary.

10.3 The accounts of the Hotel for each Fiscal Year shall be audited by the Operator's group auditors and delivered to the Owner within one hundred and twenty (120) days after the end of the Fiscal Year.

11. FF&E; RESERVE AND CAPITAL EXPENDITURE

11.1 The Operator shall establish an FF&E Reserve in the name of the Owner and shall transfer to it monthly an amount equal to four per cent (4%) of Total Revenue in each of the first three (3) Operating Years and five per cent (5%) of Total Revenue in each Operating Year thereafter.

11.2 The Operator may apply the FF&E Reserve to the replacement, renewal and addition of FF&E and to routine capital repairs in accordance with the capital expenditure budget. Unused amounts shall be carried forward.

11.3 Capital expenditure on structural elements and building systems, and any expansion or reconfiguration of the Hotel, shall be funded by the Owner in addition to the FF&E Reserve.

11.4 If at any time the Operator determines that additional expenditure on FF&E, capital replacements or improvements is required to meet the Brand Standards, to maintain the competitive position of the Hotel or to comply with Applicable Law, and the FF&E Reserve is insufficient, the Operator may by notice require the Owner to provide the additional funds, and the Owner shall provide them within thirty (30) days of the notice. There is no limit on the amount or frequency of such notices.

11.5 If the Owner fails to provide funds under Clause 11.3 or Clause 11.4, the Operator may, in addition to its other rights, terminate this Agreement under Clause 17.3 and recover the termination amount set out in Clause 18.3.

12. ANNUAL BUDGET

12.1 The Operator shall submit to the Owner the proposed Annual Budget for each Fiscal Year not later than forty-five (45) days before the start of that Fiscal Year.

12.2 The Owner may comment on the proposed Annual Budget. The Operator shall consider the Owner's comments in good faith, but the Operator's determination on matters of operation, pricing, staffing and marketing shall prevail.

12.3 If the Owner does not notify the Operator in writing of its approval or of its specific objections within fifteen (15) days after receipt of the proposed Annual Budget, the proposed Annual Budget shall be deemed approved by the Owner in the form submitted.

12.4 The Operator may depart from the Annual Budget where, in its reasonable judgement, it is necessary to do so to meet the Brand Standards, to respond to market conditions or in an emergency.

13. RIGHTS OF THE OWNER

13.1 The Owner and its representatives may inspect the Hotel on not less than five (5) Business Days' notice, accompanied by a representative of the Operator, and without disturbance to guests or operations.

13.2 The Owner may, not more than once in every two (2) Fiscal Years and on not less than ninety (90) days' written notice, cause the books and records of the Hotel for the preceding Fiscal Year to be examined by an independent firm of accountants of international standing, at the Owner's cost. The examination shall not extend to the records of the Operator's group or to the basis on which Centralised Services are charged.

13.3 The Owner may appoint an asset manager. The asset manager shall have the same information rights as the Owner, and the Owner shall bear its costs.

14. INSURANCE

14.1 The Operator shall arrange, as an Operating Expense, the insurances customary for resorts of the Halcyon group, which may be placed under the Operator's group insurance programme, including property damage at full reinstatement value, business interruption for eighteen (18) months, public liability of not less than AED 100,000,000 per occurrence, employer's liability and motor insurance.

14.2 The Operator and its Affiliates shall be named as additional insured under all policies. Premiums allocated under the group programme shall be charged to the Hotel on the basis determined by the Operator.

15. PERFORMANCE TEST

15.1 The Owner may terminate this Agreement under Clause 15.4 if, in each of three (3) consecutive Test Periods, the RevPAR Index of the Hotel is less than eighty per cent (80%) (a **Performance Failure**).

15.2 Any Test Period affected by force majeure, renovation, a change in the Competitive Set, a change in the market or a default of the Owner shall be disregarded.

15.3 Following a Performance Failure, the Operator may, within ninety (90) days after the Owner's notice, cure the Performance Failure by paying to the Owner an amount equal to ten per cent (10%) of the shortfall in rooms revenue that would have avoided the Performance Failure in the last Test Period. The Operator may exercise this cure right on any number of occasions during the Term.

15.4 If a Performance Failure occurs and is not cured, the Owner may terminate this Agreement on one hundred and eighty (180) days' notice served within sixty (60) days after the expiry of the cure period.

16. SALE OF THE HOTEL

16.1 The Owner shall not sell or transfer the Hotel, or any controlling interest in the Owner, to a person who is a competitor of the Operator, who does not have the financial standing to perform this Agreement, or who does not assume this Agreement in writing.

16.2 This Agreement shall not terminate on a sale or transfer of the Hotel, and the Owner shall have no right to terminate this Agreement in connection with any sale or transfer. If, notwithstanding this Clause 16.2, this Agreement is terminated or the purchaser does not assume it, the Owner shall pay to the Operator, on completion of the sale, an amount equal to the Base Fee and the Incentive Fee paid or payable in respect of the three (3) Fiscal Years immediately preceding completion.

16.3 The Operator shall have a right of first offer on any proposed sale of the Hotel, exercisable within thirty (30) days of the Owner's notice of its intention to sell.

17. TERMINATION

17.1 Either party may terminate this Agreement by notice if the other party commits a material breach and fails to remedy it within sixty (60) days after notice, or, where the breach cannot reasonably be remedied within that period, fails to commence the remedy within that period and complete it diligently; or if the other party becomes insolvent or suffers any analogous event.

17.2 The Owner may terminate this Agreement under Clause 15.4, or if the Hotel is destroyed and the Owner elects not to reinstate it, or on the compulsory acquisition of the Hotel.

17.3 The Operator may terminate this Agreement if the Owner fails to pay any amount due, or to provide funds under Clause 9.2, 11.3 or 11.4, within thirty (30) days after notice, or if the Owner sells the Hotel in breach of Clause 16.

17.4 The Owner shall have no other right to terminate this Agreement, whether for convenience or under Applicable Law, and waives any such right to the extent permitted by Applicable Law.

18. CONSEQUENCES OF TERMINATION

- 18.1 On expiry or termination, the Operator shall hand over the Hotel, its books and records, contracts and licences held for the Hotel, and shall cooperate in the transfer of employees. Software, systems, guest data and contracts entered into through the Operator's central procurement remain the property of the Operator's group and shall not be transferred unless the Operator agrees.
- 18.2 The Owner shall pay all fees and reimbursable costs accrued to the date of termination and the costs of de-identification of the Hotel.
- 18.3 On a termination by the Operator under Clause 17.1 or 17.3, the Owner shall pay to the Operator, as liquidated damages, an amount equal to the Base Fee and the Incentive Fee paid or payable in respect of the last full Fiscal Year multiplied by the number of years (and part years) remaining in the Initial Term, subject to a minimum of five (5) years.

19. AREA PROTECTION

- 19.1 During the first ten (10) years after the Opening Date, the Operator shall not manage or franchise a resort operated under the Halcyon Hotels & Resorts brand within a radius of five (5) kilometres of the Hotel. This restriction does not apply to any other brand owned, managed or franchised by the Operator or its Affiliates, nor to any hotel or resort acquired by the Operator's group as part of a portfolio or corporate transaction.

20. ASSIGNMENT AND FINANCING

- 20.1 The Operator may assign this Agreement to any Affiliate or to any successor to the Halcyon Hotels & Resorts brand without the Owner's consent. The Owner may not assign this Agreement without the Operator's prior written consent, save to a purchaser permitted under Clause 16.
- 20.2 The Owner may charge the Hotel to a lender, provided that the lender enters into a non-disturbance agreement in the Operator's standard form.

21. INDEMNITIES AND LIABILITY

- 21.1 The Owner shall indemnify and hold harmless the Operator, its Affiliates and their officers and employees from and against all claims by third parties, and all losses, liabilities, damages, costs and expenses arising from them, in connection with the Hotel, its development, construction or operation, or this Agreement, howsoever arising.
- 21.2 The Operator shall have no liability to the Owner for any act or omission in the performance of this Agreement save for fraud. In no event shall the Operator's aggregate liability exceed the Base Fee received in the twelve (12) months

preceding the claim.

21.3 Neither party shall be liable for indirect or consequential loss or loss of profit.

22. FORCE MAJEURE

22.1 Neither party is liable for failure to perform its obligations (other than payment obligations of the Owner) caused by events beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil disturbance, governmental action, labour disputes and failure of utilities.

23. CONFIDENTIALITY AND DATA PROTECTION

23.1 Each party shall keep confidential the terms of this Agreement and information received from the other, save as required by law or for disclosure to advisers, lenders and prospective investors under confidentiality undertakings.

23.2 All guest data collected at the Hotel is collected by and belongs to the Operator's group and shall be processed under the Operator's privacy policies.

24. NOTICES

24.1 Notices shall be in writing in English and delivered by hand, courier or email to the addresses in Schedule 1. A notice by email is received at 09:00 on the next Business Day after sending.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement is governed by the laws of the Emirate of Ras Al Khaimah and the federal laws of the United Arab Emirates applicable in it.

25.2 Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre by a sole arbitrator. The seat of arbitration shall be Dubai, United Arab Emirates (onshore). The language of the arbitration shall be English.

25.3 Disputes on budgets, accounting matters and the performance test may be referred by either party to an independent expert nominated by the Operator from a panel of three firms approved by the Owner.

26. GENERAL

26.1 This Agreement is the entire agreement between the parties on its subject matter. Amendments must be in writing and signed by both parties. No waiver is effective unless in writing. Invalid provisions shall be severed without affecting the remainder.

26.2 The English text prevails over any translation. This Agreement may be executed in counterparts.

SIGNED by the parties on the date first written above.

For the Owner	For the Operator
Bayt Al Najm Holdings LLC	Halcyon Hotels & Resorts Management FZ-LLC
Authorised signatory	Authorised signatory

SCHEDULE 1: KEY DATES

Item	Detail
Hotel	Qamar Bay, Al Marjan Island, Ras Al Khaimah: 150 keys (118 rooms, 32 suites)
Date of this Agreement	[] 2026 (draft dated 15 November 2026)
Target Opening Date	1 October 2029 (Clause 3.3)
Initial Term	Fifteen (15) years from the Opening Date (Clause 3.1)
Renewal	Two automatic renewals of five (5) years each, unless the Operator gives notice (Clause 3.2)
Fiscal Year	1 October to 30 September
Proposed Annual Budget	45 days before the start of the Fiscal Year (Clause 12.1)
Owner response to Annual Budget	15 days, deemed approved if silent (Clause 12.3)
Monthly report	Within 25 days after month end (Clause 10.2)
Audited accounts	Within 120 days after Fiscal Year end (Clause 10.3)
Owner audit right	Once every two Fiscal Years on 90 days' notice (Clause 13.2)
Owner notices	The Chief Investment Officer, Bayt Al Najm Holdings LLC, Ras Al Khaimah
Operator notices	Senior Vice President Development, Middle East, Halcyon Hotels & Resorts, Dubai

SCHEDULE 2: FEES

Part A: Fees and charges

Item	Basis	Clause
Base Fee	3.0% of Total Revenue	8.1
Incentive Fee	10% of AGOP, no owner's priority	8.2
Technical Services Fee	AED 2,400,000 fixed, regardless of scope	4.3
Technical reimbursables	At cost plus 10%	4.4
Centralised Services	As determined by the Operator, uncapped (Schedule 4)	6.4
FF&E Reserve	4% of Total Revenue in Operating Years 1 to 3; 5% thereafter	11.1
Key Money	Nil	8.6

Part B: Illustrative fee schedule (Operator projection, stabilised Fiscal Year 2032/33, AED)

Line	AED
Total Revenue (projection)	AED 98,500,000
Gross Operating Profit (projection, 38.0%)	AED 37,430,000
Base Fee at 3.0%	AED 2,955,000
AGOP	AED 34,475,000
Incentive Fee at 10% of AGOP	AED 3,447,500
Total management fees	AED 6,402,500

The projection is illustrative only and is not a forecast or warranty by the Operator.

Part C: Competitive Set

Four upscale and upper upscale beach resorts on Al Marjan Island and Al Hamra, to be named by the Operator twelve (12) months before the Opening Date.

SCHEDULE 3: APPROVAL MATRIX

Matters reserved to the Owner. All other matters are within the Operator's sole discretion under Clause 6.2.

Matter	Owner role	Clause
Annual Budget	Comment; deemed approved after 15 days	12.2, 12.3
Appointment of the General Manager	Notified after appointment	7.2
Capital expenditure from the FF&E Reserve	Information	11.2
Additional capital required by the Operator	Must fund within 30 days	11.4
Structural or expansion works	Approval and funding	11.3
Sale of the Hotel	Subject to Clause 16 and the right of first offer	16
Change of hotel name within the Halcyon group	Information	2.2
Leases of retail space over five (5) years	Approval	6.2
Litigation above AED 1,000,000	Consultation	6.2

SCHEDULE 4: CENTRALISED SERVICES

The Hotel shall participate in the following Centralised Services. Charges are allocated by the Operator under its group methodology, which may change from year to year (Clause 6.4).

Service	Indicative charge basis (Fiscal Year 2026/27 rates, subject to change)
Global marketing assessment	1.5% of rooms revenue
Halcyon Circle loyalty programme	4.0% of qualifying loyalty member revenue
Central reservations and voice centre	AED 32 per reservation plus 1.0% of rooms revenue booked
Halcyon.com and the booking engine	Per booking transaction fee
Revenue management systems and support	Annual licence and service charge
Group information technology (PMS, booking engine, network security)	Per key per month, licensed to the Operator's group
Central procurement	Purchasing fee of up to 5% of value, included in supplier pricing
Regional finance, human resources and training	Allocated cost per key
Group insurance programme administration	Allocated premium plus administration

SCHEDULE 5: SCOPE OF TECHNICAL SERVICES

1. Review of the site master plan and concept design against the Brand Standards, with two rounds of written comments.
2. Review of schematic and detailed design packages for guestrooms, suites, public areas, food and beverage outlets, spa and kids' club, and back-of-house areas.
3. Review of the mechanical, electrical, plumbing, life-safety and information technology design against the Brand Standards.
4. Provision of the Brand Standards FF&E and operating supplies and equipment specifications.
5. Attendance by the Operator's technical team at up to twelve (12) design meetings and six (6) site visits.
6. Review and comment on the mock-up guestroom.
7. Pre-opening inspection and preparation of the opening snag list.

Services outside this scope, including additional meetings, site visits and redesign reviews caused by changes, are chargeable at the Operator's standard hourly rates.

SCHEDULE 6: PRE-OPENING SERVICES AND BUDGET PRINCIPLES

1. The Operator shall prepare the pre-opening plan under Clause 5.1, setting out the critical path from eighteen (18) months before the Target Opening Date to the Opening Date.
2. The pre-opening budget shall cover pre-opening payroll, recruitment and relocation, training, sales and marketing, opening inventories of operating supplies, information technology installation, travel and launch activity. Indicatively, the Operator expects the pre-opening budget for a resort of this size to be in the range of AED 9,000,000 to AED 11,000,000, excluding operating supplies and equipment.
3. The Operator shall charge a pre-opening management fee of AED 25,000 per month from the date eighteen (18) months before the Target Opening Date until the Opening Date, as part of the pre-opening budget.
4. The Owner shall fund the pre-opening budget into a pre-opening account in the Owner's name, in quarterly advances, not later than ten (10) Business Days before the start of each quarter.
5. Pre-opening expenses incurred by the Operator in excess of the approved pre-opening budget by not more than ten per cent (10%) in aggregate shall be deemed approved.
6. The Operator shall recruit the pre-opening executive team in the following sequence: General Manager (eighteen months before opening), Director of Sales and Marketing and Director of Finance (fifteen months), Director of Engineering and Director of Human Resources (twelve months), remaining heads of department (nine months).
7. The Operator shall provide the Owner with a monthly pre-opening progress report covering recruitment, sales, systems and readiness against the critical path.
8. Opening events, familiarisation trips and launch marketing shall be planned by the Operator in consultation with the Owner.

Pre-opening milestone	Indicative timing before the Target Opening Date
Pre-opening plan and budget submitted	18 months
General Manager appointed	18 months
Sales office opened	12 months
Information technology systems design frozen	12 months
Hotel handed over by the Owner for pre-opening (Clause 5.2)	4 months
Soft opening	2 weeks

SCHEDULE 7: HANDOVER OBLIGATIONS

On the expiry or termination of this Agreement, and subject always to Clause 18.1, the Operator shall deliver to the Owner:

1. The trade licence, tourism classification certificate, civil defence certificates and other permits held for the Hotel, to the extent transferable.
2. As-built drawings and operating and maintenance manuals in the Operator's possession.
3. A list of the contracts entered into for the Hotel, excluding contracts entered into through the Operator's central procurement organisation, which remain with the Operator's group.
4. A list of employees of the Hotel showing department, grade and visa sponsor.
5. The books and records of the Hotel for the current and preceding Fiscal Year.
6. Inventories of food and beverages, operating supplies and FF&E.
7. A list of open maintenance items known to the Operator.

The Operator shall not be obliged to transfer or license any software, system, website, booking engine, guest data, loyalty data or other intellectual property of the Operator's group. The Owner shall arrange its own replacement systems before the date of expiry or termination.