

Addendum to OES Agreement for Canteen Services **(Halban Campus)**

This addendum Number 1, dated 20 October 2019, is made in Muscat, Sultanate of Oman between:

1. **Oman Educational Services LLC (OES)**, PO Box 1815, Athaibah, PC 130, Sultanate of Oman, a Company registered in the Sultanate of Oman, having CR No: 1004269, **hereinafter referred "OES/ or the Company", and**
2. **Ben Bella Trading LLC**, PO Box 160, PC 118, Sultanate of Oman, a Company registered in the Sultanate of Oman, having CR No: 1105973, **hereinafter referred to "The Canteen Operator"**.

This Addendum modifies the OES Agreement dated 01/10/2018 between "the Company" and the "The Canteen Operator". "The Company" and "The Canteen Operator" acknowledge and agree that this Addendum is incorporated into and made a part of the OES Agreement, the terms and provisions of which, except as expressly modified in this Addendum, are hereby affirmed and ratified by the Company and the Canteen Operator and remain in full force and effect.

It is agreed between the parties to the OES Agreement and this Addendum that, notwithstanding anything to the contrary contained in the Agreement or in any other documents pertaining to the Agreement, Company and Canteen Operator comply with:

1. Tenure and Eligibility

- a. The operating lease period shall be renewed for one year from 01/10/2019 until 30/09/2020.

2. Maintenance and Repairing

- a. Oil separator tank shall be cleaned with proper chemicals, as required and at the termination of the contract, at the Canteen Operator own expense.
- b. The annual maintenance and upkeep of the gas tank shall be the responsibility of the Canteen Operator. The maintenance report should be provided on an annual basis to the Company representative to initiate the annual licensing renewal by R.O.P.

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- c. The Canteen Operator shall be responsible for disposing of oil and grease properly and as often as needed. The Company shall not be held responsible for any delays in the canteen operation due to the lateness in disposing of oil and grease from the trap.
- d. Any maintenance cost required as a result of misuse of equipment shall be covered by the Canteen Operator.

3. Kitchen Equipment and Consumables

- a. Maintenance jobs and its associated costs such as replacement of light bulbs, tube lights, hose, sink blockage in the kitchen area are at the sole responsibility of the Canteen Operator. The Company shall issue a billing statement for maintenance jobs undertaken by its staff when the replacement of defaulted items shall be covered by the Canteen Operator.
- b. All genuine spare parts as needed for the functioning of the handed over equipment shall be replaced at the expense of the Canteen Operator, with a prior approval of OES. (PLEASE NOTE THAT SINCE WE TOOK OVER THE CANTEEN LAST YEAR WE HAVE REPORTED EQUIPMENT THAT ARE NOT WORKING. FEW ARE RECTIFIED BUT COME NOT YET TILL DATE. WITH THIS, WE WILL NOT BE HELD RESPONSIBLE FOR THOSE UNRECTIFIED EQUIPMENT.)
- c. All kitchen hood filters shall be cleaned on a weekly basis at the Canteen Operator expense.

4. Hygiene, Cleanliness, and Fire Hazards

- a. Cleaning of the dining hall area and kitchen area premises fall under the responsibility of the Canteen Operator.
- b. Primary fire system shall be maintained by the Company (FM 200)
- c. Pest control within the contracted area (kitchen area) falls within the scope of the Canteen Operator.
- d. The Canteen Operator shall ensure the usage of suitable and appropriate dishwasher chemicals in the drainage treatment system.
- e. The condition of the hygiene and appearance of employees is the Canteen Operator's sole responsibility notwithstanding the fact the Company and its Canteen Committee have the right to comment on and where necessary, cause Canteen Operator to ensure that all employees meet minimum hygiene and appearance standards.

- f. Failure to comply with the minimum hygiene as witnessed by the Canteen Committee, and/or reported by users of the Canteen, and/or confirmed with medical reports shall attract necessary actions and penalties as deemed necessary by the Canteen Committee up to bearing relating expenses involving external authorities and/or terminating the contract and OES Agreement.

Oman Educational Services LLC
 Name: Dr. Hussain Al Salmi
 Position: Chief Executive Office



Witness

Name: Fatima El Madkouri

27-10-2019

Date:

Date:

Ben Bella Catering LLC
 Name: BEN BELLA AL NAAMANI
 Position:



Witness

Name: ANTONY JOE FERNANDES

Date:

Date: 25-10-2019