

"**Consent**" means an approval permission authority licence or other relevant form of approval given by Landlord in writing in its capacity as Landlord only;

"**Construction**" means all construction undertaken on the Property by or on behalf of the Developer as part of the initial development of the Estate pursuant to the terms of the MDA;

"**Court**" means the Supreme Court of Bermuda;

"**Easements**" means easements granted hereunder or under any Separate Lease;

"**Enactment**" means any Act of the Legislature of Bermuda and references (whether specific or general) to any Enactment including any statutory modification or re-enactment thereof for the time being in force and any order instrument plan regulation permission or direction made or issued thereunder or under any Enactment thereby replaced or deriving validity therefrom;

"**Estate**" means all that the land more particularly described in Schedule 2 of this Lease;

"**Hotel**" means the hotel to be constructed by the Developer on the Estate pursuant to the MDA;

"**Independent Appraiser**" means a valuer having a designation from the Royal Institution of Chartered Surveyors (or equivalent) and who has at least 10 years' experience;

"**Insolvency Event**" means any of the following events:

- (a) the Tenant admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors, or a receiver, manager administrator, receiver and manager, liquidator, trustee, custodian or other similar official or any other like person is appointed by or on behalf of or at the instance of a creditor of the Tenant with respect to the Tenant or the Property or any creditor of the Tenant takes control or takes steps to take control, of the Tenant or any proceedings are instituted by or against the Tenant that result in the Tenant being declared or ordered bankrupt or insolvent or in administration or liquidation under the laws of the Islands of Bermuda or seeking the appointment of a receiver, liquidator, manager, administrator, receiver and manager, trustee, custodian or other similar official or like person for it or with respect to any of its assets, or any resolutions are passed or other actions are taken to authorise any of the actions set forth in this paragraph (a); or
- (b) the Tenant ceases to perform a substantial portion of its business, or a substantial portion of such business is suspended or is not being performed, whether voluntarily or involuntarily, that has a material adverse effect on the Tenant's ability to perform its obligations under this Lease; or
- (c) any execution, sequestration, extent or other process of any court which becomes enforceable against the Tenant or any distress or analogous process which is levied against any property of the Tenant that materially adversely affects the Tenant's ability to perform its obligations under this Lease;

"Insurance Policies" means the customary insurance policy or policies maintained by Tenant in respect of the Property covering damage by Insured Risks, Loss of Rent, public liability and other matters as may be defined herein;

"Insured Risks" means fire storms; tempest; lightning; explosion; riot; civil commotion; malicious damage; impact; flood; bursting or overflowing of water tanks; burst pipes; discharge from sprinklers; aircraft and other aerial devices or articles dropped from them (other than war risks); earthquakes; landslide; heave subsidence and such other risks as Tenant and Landlord may mutually agree to insure against as hereinafter provided;

"Insurers" means the underwriters or insurance companies (acceptable to the Landlord acting reasonably) from whom the Insurance Policies are obtained or in certain cases agreed with the Landlord (acting reasonably) self-insurance by the Tenant;

"Interest Rate" means two percent per annum above the base lending rate from time to time of the Bank of N.T. Butterfield & Son Limited or such other licensed bank in Bermuda as Landlord may from time to time designate or if that base lending rate cannot be ascertained then two percent per annum above such other rate as Landlord may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated as simple interest on a daily basis for the period from the due date until the payment date;

"Legal Obligation" means any obligation from time to time imposed on owners or occupiers of property pursuant to any Enactment or by Authority which relates to the Property or its use and includes without limitation obligations imposed as a condition of any Necessary Consents;

"Loss of Rent" means loss of Rents or other income from the Property by reason of any damage or destruction by any of the Insured Risks;

"MDA" means the Master Development Agreement detailed in Recital A to this Lease;

"Necessary Consents" means planning permission and all other required consents, licenses, permissions, and approvals, whether of a public or private nature, which shall be relevant in the context;

"Outgoings" means all taxes, charges, duties, assessments, impositions, and outgoings of any sort which are at any time during the Term payable whether by an owner or occupier of property and includes land tax and charges for electricity, gas, water, sewage, telecommunications, and other services rendered to or consumed by the relevant property;

"Permitted Use" means use as an eighteen hole golf course together with associated amenities including a clubhouse with a bar and restaurant, professional's shop and locker rooms;

"Plan" means the plan(s) annexed hereto;

"**Plant**" means the plant equipment and machinery in or on the Property or which serves the Property including without limitation lifts hoists generators and equipment for air-conditioning ventilation heating cooking fire alarm fire prevention or fire control communication and security;

"**Principal Rent**" means the rent reserved under clauses 2.2(a);

"**Property**" means the property more particularly described in Schedule 1 which forms part of the Estate.

"**Relevant Date**" has the meaning ascribed to it in Clause 6.1;

"**Relevant Event**" has the meaning ascribed to it in Clause 6.1;

"**Rent Payment Date**" means 15th January in each year of the Term;

"**Rents**" means the Principal Rent and all sums reserved as rent by this Lease;

"**Separate Lease**" means a lease of the any part of the Estate (other than the Property) granted by Landlord to the Tenant or to a subsidiary (within the meaning of section 86(1) of the Companies Act 1981) of the Developer;

"**Sign**" includes any sign, boarding, showcase, signboard, bill, plate, poster, or advertisement;

"**Term**" means the term granted by this Lease and includes any extension arising automatically or out of the exercise of an option to renew or otherwise holding over or continuation of it whether by enactment agreement or otherwise; and

"**Termination**" means the end of the Term, however that occurs.

1.2 Principles of Interpretation

This Lease shall be interpreted according to the following provisions, except to the extent the context or the express provisions of this Lease otherwise requires:

- (a) words importing persons include firms companies and corporations and vice versa;\
- (b) references to numbered Clauses, Attachments and Schedules are references to the relevant Clause in, or Attachment or Schedule to, this Lease;
- (c) references in any Schedule to numbered Clauses are references to the numbered Clauses of that Schedule;
- (d) where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;

- (e) any obligation of any party not to do, or not to omit to do, anything shall include an obligation not to allow that thing to be done, or to allow that thing to be omitted to be done by any sublessee of that party or by any employee, servant, agent, invitee, or licensee of that party or its sublessee;
- (f) where Landlord or Tenant covenants to do something it shall be deemed to fulfill that obligation if it procures that it is done, it being expressly understood that such procurement shall not relieve the procuring party of its responsibilities regarding such obligation;
- (g) the headings to the Clauses, Attachments or Schedules shall not affect the interpretation;

2. Demise and Rent

- 2.1 In consideration of the Rents hereinafter reserved and the covenants and conditions on the part of the Tenant herein contained the Landlord hereby demises the Property to Tenant together with the rights easements and privileges set out in Schedule One (if any) and Schedule Seven (but subject to the exceptions and reservations set out in Schedule Eight) to hold the Property to Tenant for the term of Two hundred and sixty-two (262) years commencing on the date hereof on the terms and conditions set out herein.
- 2.2 The annual rent for the Term shall be ten dollars per annum payable in advance on each Rent Payment Date of the Term.
- 2.3 In addition to the Principal Rent the Tenant shall pay to the Landlord by way of further rent all other sums which may become due from Tenant to Landlord under the provisions of this Lease.
- 2.4 Payments under Clause 2.2 shall be made to the Accountant General in such manner as the Landlord may from time to time direct Tenant by notice in writing.

3. Tenant's Covenants

- 3.1 The Tenant covenants with Landlord to observe and perform its covenants set out in this Lease throughout the Term.

4. Landlord's Covenants

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5. Insurance

- 5.1 The provisions of Schedule Three shall apply and Landlord and Tenant covenant with each other to observe and perform their respective obligations therein contained.

6. Forfeiture

6.1 Without prejudice to any other rights of Landlord, if:

- (a) Tenant commits a material breach of its covenants in this Lease which is not cured within ninety (90) days after written notice thereof from Landlord; or
- (b) the MDA is terminated pursuant to any provision therein that directly affects the Tenant and/or the Property; or
- (c) an Insolvency Event occurs and is subsisting

then and in any of such cases Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) apply to the Court for an Order terminating this Lease and authorizing Landlord to re-enter the Property whereupon this Lease shall absolutely determine but without prejudice to any right of action either party may have against the other in respect of any previous breach by such other party to this Lease, provided that if:

- (i) at any time an event occurs which gives rise to a right to apply to the Court for such an Order of re-entry in accordance with the above provisions ("**Relevant Event**");
- (ii) at the date of the occurrence of the Relevant Event ("**Relevant Date**") there is subsisting any Charge which was created with the consent of Landlord; and
- (iii) on or before the Relevant Date Landlord or its attorneys have received written notification of the name of the Chargee and the address for service of the Chargee ("**Address for Service**");

then Landlord shall not be entitled to commence any such proceedings in the Court or exercise any right of re-entry in respect of the Relevant Event unless and until Landlord has first given to the Chargee at its Address for Service notice in writing of the Relevant Event and allowed the Chargee the same opportunity to take remedial action in respect of the same as the Tenant has under the terms hereof provided however that this Clause 6.1 shall not affect or restrict in any way:

- (a) Landlord's rights on or at any time after the expiry of such notice to make such application to the Court to re-enter in respect of the Relevant Event without further notice to the Chargee; or;
- (b) any right of the Chargee in respect of the Relevant Event.

6.2 Upon exercising any right of re-entry and taking possession of the Property or any part thereof with the intention of so doing permanently whether or not pursuant to an order of the Court Landlord and Tenant shall jointly appoint an Independent Appraiser (who

in default of agreement between the parties shall be appointed by the Court on application by either Party and whose costs shall be shared equally by Landlord and Tenant) to assess the fair market value of the improvements made on the Property by Tenant.

6.3 Within sixty (60) days of taking possession of the Property or any part thereof the Landlord shall market the Property through a realtor on similar terms to those provided in this Lease, the MDA and the documents referred to therein (insofar as the obligations in the MDA and any such documents remain outstanding) and will use all reasonable endeavours to procure that any new tenant will pay a sum to the Landlord by way of consideration or premium for the grant of a new lease which is the best that can reasonably be obtained and reflects the value of the improvements made to the Property by the Tenant or any affiliated company (as assessed pursuant to clause 6.3 above) and any such consideration or premium received by the Landlord shall be applied FIRSTLY in payment of all lawful claims and demands of the Landlord in respect of all costs and expenses incurred by it in the exercise of the powers in this clause 6 SECONDLY in payment of any Charges (if any) and THIRDLY the balance shall be paid to the Tenant.

6.4 Notwithstanding any other provision of this Lease, Landlord shall not during the Term or any extension or renewal thereof re-enter or seek to re-enter or obtain possession of the Property or apply to the Court for an order for possession of the Property except pursuant to Clause 6.1 hereof.

7. **Miscellaneous**

7.1 Except to the extent that compensation may be payable by law and save as specifically provided in this Lease or in the MDA, neither Tenant nor any sublessee nor any occupier of the Property at any time shall be entitled to any compensation upon Termination or upon leaving the Property.

7.2 Except to the extent that Landlord may be liable under the covenants in Schedule Five or by law, notwithstanding any agreement to the contrary, Landlord shall not be liable in any way to Tenant or any sublessee or any servant agent licensee or invitee of Tenant or any sublessee by reason of:

- (a) any act, neglect, default, or omission of any of the tenants or owners or occupiers of any adjoining or neighbouring premises; or
- (b) the defective working stoppage or breakage of or leakage or overflow from any Plant.

7.3 Tenant shall not be liable to Landlord for breach of any covenant in this Lease to the extent that its performance or observance becomes impossible or illegal but subject to the other provisions of this Lease the Term and Tenant's liability to pay the Rent shall not

cease or be suspended for that reason but shall be adjusted to the extent that such adjustment is appropriate in the circumstances.

- 7.4 Landlord shall incur no liability to Tenant or any sublessee or any predecessor in title of either of them by reason of any approval given to, or inspection made of, any drawing, plans, specifications or works prepared or carried out by or on behalf of any such party, nor shall any such approval or inspection in anyway relieve Tenant from its obligations under this Lease except that such approvals from Landlord shall be construed as confirmation that the improvements made pursuant to such approvals comply with the terms of this Lease.
- 7.5 Save as specifically herein provided or otherwise agreed between the parties in writing or between the Tenant and a tenant under any Separate Lease the Tenant shall not be or become entitled to any easement, right, quasi-easement or quasi-right.
- 7.6 Any notice under this Lease shall be in writing and any notice to Tenant shall be sufficiently served if sent to Tenant at its registered office by regular post, facsimile, electronic mail and international courier and any notice to Landlord shall be sufficiently served if delivered at or sent by regular post, facsimile, and international courier to the Attorney General's Chambers and any notice sent by post shall be deemed to be given five (5) business days after the date on which it was posted to the address to which it was sent or on the business day it was sent (or the next business day if not sent on a business day or sent after 4:45 p.m. on a business day) if sent by, facsimile and confirmation of the transmission has been received.
- 7.7 If any provision of this Lease is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Lease and rendered ineffective as far as possible without modifying the remaining provisions of this Lease and shall not in any way affect any other circumstances of or the validity or enforcement of this Lease.
- 7.8 Save as expressly permitted by any other provision in this Lease, this Lease is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions
- 8. Arbitration**
- 8.1 Any dispute under this Lease shall be determined by arbitration under the Bermuda Arbitration Act 1986.
- 8.2 A submission of a dispute reference for arbitration shall be made by notice of arbitration in accordance with the notice provisions set out in this Lease which:
- (i) identifies the nature of the dispute reference;
 - (ii) requests the appointment of a single arbitrator or a panel of three arbitrators; and

(iii) provides the name of the single arbitrator that the party wishes to be nominated for appointment or the name of the arbitrator the party wishes to nominate for appointment to a panel of three arbitrators.

8.3 The arbitration shall be treated as being commenced when the notice of arbitration is served in accordance with this Lease or pursuant to the methods set out in Section 35 Limitation Act 1984.

8.4 In default of agreement between the parties as to the identity of the single arbitrator the arbitrator shall be appointed by the Court following application under Section 15 Arbitration Act 1986.

8.5 For the purposes of the Arbitration, the Parties may agree to follow the UNCITRAL arbitration rules and in default of agreement the procedural law of Bermuda shall apply to the conduct of the arbitration in accordance with Section 19 Arbitration Act 1986 as the same may be varied by this Lease.

9. Governing Law

This Lease and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of Bermuda.

10. Estoppel Certificates.

The Landlord and the Tenant agree that at any time and from time to time upon not less than twenty (20) days' prior written notice by the other party, or upon request from any Chargee or other interested party, the Landlord or the Tenant will execute, acknowledge and deliver to the other party or to such Chargee a statement in writing certifying :

- (a) that this Lease is unmodified and in full force and effect;
- (b) the date through which the Rents have been paid; and
- (c) that, to the knowledge of the certifier (if such be the case), there is no default, set-off, defence or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease .

It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of the Landlord, Tenant or any Chargee, as the case may be, in this Lease.

11. Registration of Leasehold Mortgages

The Tenant shall provide written notice to Landlord of the grant of any Charge and any such notice shall include the name and address for service of the Chargee.

IN WITNESS of which each party has duly executed this Lease as a deed the date first above written.

Schedule One

The Property

All that parcel of land in the Parish of St. George's comprising approximately thirty seven decimal point two two six hectares (37.226 ha) as shown and outlined in red and designated Lot 1 on Bermuda Caribbean Engineering Consultants Plan No []

Schedule Two

The Estate

All those parcels of land lying to the south side of St. Catherine's Point in the Parish of St. George's comprising approximately 125 acres and delineated by red edging on Bermuda-Caribbean Engineering Consultants Limited's drawing number SV/15284/1/25 dated 10th July 2015 a copy of which is annexed hereto.

Schedule Three

Insurance

1. Tenant's Insurance Obligations

1.1 The Tenant shall effect and maintain or procure the following insurances in respect of the Property throughout the Term;

(a) From the date hereof until completion of initial construction on the Property (as evidenced by the grant of a final certificate of use and occupancy from the Department of Planning) such insurance as required under the MDA;

(b) With effect from completion of initial construction (evidenced as aforesaid) and throughout the remainder of the Term insurance against damage or destruction by the Insured Risks in a sum equal to the amount required by any Chargee or Hotel Management Company (whichever is greater) or if such amount is not satisfactory to Landlord (acting reasonably) a sum which an independent expert (appointed by the Landlord at its cost) estimates to be the full reinstatement cost of the Property including:

i. the cost of demolition, shoring up and site clearance and;

ii. all architects', surveyors' and other professional fees and incidental expenses in connection with reinstatement

(c) third party and public liability insurance.

1.2 The Landlord shall be endorsed on the policies as an added insured and all insurance policies shall have an endorsement that such policies may not be cancelled except on 30 days' notice to the Landlord.

1.3 The Tenant will at any time from time to time upon the request of Landlord produce a copy of full details of the Insurance Policies and evidence that they are in force and the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid;

2. Reinstatement

2.1 If the Property or any part thereof is destroyed or damaged by an Insured Risk then Landlord and Tenant will fully cooperate to use all reasonable efforts to obtain all Necessary Consents required to reinstate the Property or part thereof as the case may be and Tenant shall apply the insurance proceeds received under the Insurance Policies maintained under paragraph 1.1 (a) of this Schedule in accordance with the relevant provisions of any Charge on the Property or if there is no such Charge then (subject to

obtaining all Necessary Consents and to the provisions of paragraph 2.3) Tenant will apply such insurance proceeds in reinstating the Property with all diligence to the same state of appearance or layout as before such damage or destruction save as otherwise agreed between the Landlord and the Tenant.

2.2 If within a reasonable time from the date of damage the Tenant is unable to obtain all Necessary Consents required to reinstate the Property or if Tenant determines that reinstatement would not be economically feasible or if the damage or destruction occurs during the last five (5) years of the Term and such damage or destruction was not caused by the misconduct of the Tenant and the cost to restore the Property, as reasonably estimated, would equal or exceed 50% of the Full Replacement Cost of the improvements, the Tenant may, at its option, terminate this Lease by notice given to the Landlord no later than thirty (30) days after such fire or other causal event and this Lease shall terminate upon service of such notice and the Tenant shall apply the insurance proceeds received under the Insurance Policies maintained under paragraph 1.1(a) of this Schedule in accordance with the relevant provisions of any Charge on the Property and any balance or if there is no such Charge the insurance proceeds shall be split between the parties hereto according to their respective interests in the Property (such split to be determined, in the absence of agreement between the parties, by arbitration in accordance with clause 8 of this Lease).

2.3 The Tenant shall:

- (a) not do or fail to do anything which shall or may cause any of the Insurance Policies to be void or voidable;
- (b) notify Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the Insurers;
- (c) comply with all the conditions of the Insurance Policies and all requirements of the Insurers; and
- (d) notify the Insurers in writing of the value of any alterations additions or improvements which Tenant or any sublessee proposes to make before those works are commenced.

2.4 In the event of any reinstatement the Landlord shall procure that Tenant or its assignee or any Hotel Management Company shall benefit from all of the concessions in place immediately prior to the occurrence of such damage or destruction of the Property, including but not limited to those set forth in the St George's Resort Act 2015 and the MDA.

3. Rents Cesser

If the Property is damaged or destroyed by any of the Insured Risks such that the Property is unfit for occupation and use or incapable of reasonable access then the Rents or a fair proportion

thereof according to the nature and extent of the damage in question shall be suspended until the earlier of:

- (a) the fourth anniversary of the date such damage or destruction occurred, and
- (b) the date on which the Property is again fit for occupation and use or capable of reasonable access.

Schedule Four

Tenant's Covenants

1. To pay Rents

- 1.1 Tenant covenants to pay the Rents at the times and in the manner required by this Lease in such a manner as Landlord (acting reasonably) may from time to time require and without deduction or set off whether legal or equitable.
- 1.2 If the Rents (or any estimated amount due on account thereof) or any part of them are not paid in cleared funds on the date on which they are due (whether or not demanded except where a demand is required by this Lease) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by Tenant on demand.

2. To pay Outgoings

- 2.1 Tenant covenants to pay and discharge the Outgoings relating to the Property at the times when they become due unless such amounts are being contested in good faith by Tenant.
- 2.2 If at any time the Property is not separately assessed for any Outgoings Tenant shall pay to Landlord on demand a fair proportion of any assessment which includes the Property.

3. Repair and Decoration

- 3.1 with effect from completion of Construction (as evidenced by the grant of a final certificate of use and occupancy from the Department of Planning) Tenant covenants to maintain the Property and to keep it in good and substantial repair and condition at all times.
- 3.2 to keep the buildings on the Property painted or otherwise decorated as dictated by the standards of the Hotel Management Company for a luxury hotel golf course and condominium complex.
- 3.3 Paragraphs 3.1 and 3.2 of this Schedule shall not apply to the extent that any lack of repair or decoration is caused by damage by an Insured Risk.
- 3.4 If Tenant is in breach of paragraphs 3.1 or 3.2 then in addition to any other rights which Landlord may have:

- (a) Landlord may serve on Tenant written notice specifying the breach in question;
- (b) Tenant shall as soon as practicable after receipt of such notice and in any event within one hundred and eighty (180) days (or sooner in an emergency) commence and proceed diligently to remedy the breach; and
- (c) if Tenant fails to comply with subparagraph (b) above and contends that it was unable to do so due to circumstances beyond Tenant's reasonable control, then before Landlord exercises any rights or remedies available to it, (A) Tenant shall be permitted a reasonable extension of time to remedy such breach, and (B) if Landlord (acting reasonably) disagrees with Tenant's contention that it requires additional time to remedy such breach, then such disagreement shall be submitted to resolution by an expert with relevant expertise selected jointly by Landlord and Tenant, or, failing to so agree upon an expert, then by three experts, one chosen by Landlord, one chosen by Tenant and the third chosen by such two experts.

3.5 Tenant shall give written notice to Landlord immediately on becoming aware of:

- (a) any damage to or destruction of the Property; or
- (b) any defect or want of repair in the Property which Landlord is liable to repair under this Lease or which Landlord is or may be liable to repair under common law or by virtue of any Enactment.

4. Yielding up on Termination

4.1 On Termination, Tenant shall yield up the Property to Landlord with vacant possession in the state of repair condition and decoration which is consistent with the proper performance of Tenant's covenants in this Lease.

5. Use

5.1 Tenant shall not use the Property for any purpose except the Permitted Use.

5.2 Tenant shall not use the Property for any purpose or activity which is illegal, immoral, noisy, noxious, dangerous, or offensive or which may be or become a nuisance or cause damage or annoyance to Landlord or any other person or which might be harmful to the Property.

6. Alterations

6.1 Tenant may not undertake any structural alterations to the Property without the prior Consent of the Landlord (such Consent not to be unreasonably withheld or delayed) other than structural alterations, additions or improvements to the

Property which constitute capital renovations necessary to maintain the standard of the Property as part of a luxury hotel development and complex.

6.2 Where Consent is required pursuant to paragraph 6.1 the Tenant shall as part of the application for Consent:

(a) submit to Landlord detailed plans and specifications showing the proposed works;

(b) give to Landlord such covenants relating to the carrying out of the works as Landlord may reasonably require;

(c) if reasonably so required by Landlord provide the Landlord with suitable security that will allow Landlord to carry out and complete the works if Tenant fails to do so;

(d) obtain all Necessary Consents for the works.

7. Signs

Tenant shall not affix or display any sign outside the Property without first obtaining any Necessary Consents.

8. Dealings with the Property

8.1 Save as expressly permitted under paragraphs 8.2 or 8.3, Tenant shall not assign, mortgage, charge, part with or share possession or occupation of all or any part of the Property, nor hold the Property on trust for any other person.

8.2 (a) The Tenant may assign the Property by way of Charge without Consent.

(b) The Tenant shall not assign the Property as a whole (otherwise than by way of Charge as aforesaid) without prior Consent which shall not unreasonably withheld or delayed where the prospective assignee covenants with Landlord that from the date of the assignment of the Property to it and for the remainder of the Term it will pay the Rents and observe and perform all Tenant's covenants and obligations in this Lease.

(c) Where a prospective assignee covenants with the Landlord in accordance with the requirements of subclause (b) the Landlord will not unreasonably refuse any application made by the assignor to be released from all future obligations and liability hereunder provided that where the assignor is a Chargee that has taken possession pursuant to the terms of a Charge and the Lease is to be assigned as a result of it exercising its power of sale such Chargee shall on completion of the assignment be released from all past and future obligations and liability hereunder

but without prejudice to the rights and obligations of any predecessor in title to such Chargee in respect of its obligations hereunder.

- 8.3 The Tenant shall not sublet the Property in whole or part without the Landlord's prior Consent which shall not be unreasonably withheld or delayed where the following conditions are satisfied as appropriate:
- (a) the prospective sublessee covenants with Landlord to observe and perform throughout the subsistence of the sublease its covenants and obligations in the sublease, and
 - (b) the form of the sublease has been approved in writing by Landlord (such approval not to be unreasonably withheld or delayed).
- 8.4 Landlord shall not unreasonably withhold Consent to sharing or occupation of the Property with a company in the same group of companies as Tenant or the Hotel Management Company.
- 8.5 Tenant shall:
- (a) enforce against any sublessee the provisions of any sublease and shall not waive them;
 - (b) operate the rent review provisions (if any) contained in any sublease so as to ensure that the rent is reviewed at the correct times and in accordance with those provisions.
- 8.6 Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) vary the terms of any sublease.
- 8.7 Landlord shall respond to any request of the Tenant for Consent under this paragraph 8 within thirty (30) days of receipt thereof and in the event of any failure to respond within such time period such Consent shall be deemed to have been given.

9. Legal Obligations and Necessary Consents.

- 9.1 Tenant shall comply with all Legal Obligations relating to the Property.
- 9.2 Where Tenant receives from any Authority formal notice relating to the Property (whether or not the notice is of a Legal Obligation) it shall send a copy to Landlord as soon as reasonably practicable thereafter and if requested by Landlord (acting reasonably) make or join in making such objections representations or appeals in respect thereof as Landlord may reasonably require

(except those which are to the detriment of the business of Tenant or any permitted occupier of the Property).

- 9.3 Where any Legal Obligation requires the carrying out of works to the Property Tenant shall (if and to the extent required by this Lease) apply for Consent and any Necessary Consents to carry out the works and after obtaining them Tenant shall carry out the works to the reasonable satisfaction of Landlord.
- 9.4 If and when called upon to do so, Tenant shall produce to Landlord all plans documents and other evidence which Landlord may reasonably require in order to satisfy itself that this paragraph 9 has been complied with.

10. Rights and easements

- 10.1 Save with the prior Consent of the Landlord (which shall not be unreasonably withheld or delayed and except as permitted under paragraph 8 of this Schedule) Tenant shall not grant to any third party any rights of any nature over the Property provided that Tenant shall be entitled to grant easements or rights of way over or under any part of the Property previously used for public access or infrastructure facilities or to a tenant under the terms of a Separate Lease for the benefit of the premises demised by such Separate Lease.
- 10.2 Tenant shall preserve all easements and rights currently in place with respect to the Property.
- 10.3 Tenant shall not do or omit to do anything whereby any right of prescription may arise against Landlord.
- 10.4 Tenant shall at the request of Landlord grant an easement over any part of the Property to any utility company where it is reasonable to do so and provided that such grant would not in Tenant's reasonable opinion be likely to impede or interfere with the present or future beneficial use of the Property by Tenant.
- 10.5 The Tenant shall enter into any reciprocal easements or similar agreements with Government that may be required in respect of the rights of access and easements in favour of members of the public and as may be identified in the Special Act to and over portions of the Property and, generally, any issue arising in respect of the boundary of the Property which abuts any public lands not being part of the Property. The precise location and the metes and bounds descriptions of such areas may be refined by mutual agreement between the Parties during the process of survey and design contemplated hereby. Government shall grant such necessary easements over land remaining in its possession and will work with the Tenant, through the Special Act, to obtain necessary easements over land not in the Government's possession in order to facilitate the Tenant obtaining the requisite easements for implementation of the Project

11. Use of the Golf Course

The Tenant shall allow the general public to use the Property as a golf course subject to any golf course rules, with priority tee times reserved for guests of the Hotel and associated residential properties on the Estate.

12. Entry by Landlord

Upon reasonable prior written notice (except in emergency when no notice need be given) Tenant shall permit Landlord and those authorized by it at all reasonable times to enter and remain unobstructed on the Property for the purpose of inspecting the Property for any purpose or making surveys or drawings of the Property.

Schedule Five

Landlord's Covenants

1. **Quiet Enjoyment**

If Tenant observes and performs Tenant's covenants and obligations in this Lease, Tenant shall peaceably hold and enjoy the Property during the Term without any lawful interruption or disturbance from or by Landlord or any person claiming through under or in trust for Landlord.

2. **Concessions**

In the event any change in legislation after the date hereof results in benefits or concessions being or becoming available to the Tenant that are more advantageous than those contained in the St George's Resort Act 2015, Tenant shall not be precluded from applying for any such benefits or concessions and Landlord will consider any such application expeditiously and in the normal course of business.

3. **Street Lighting**

The Government be responsible for the installation and maintenance and cost of street lighting and the maintenance and upkeep of the public roads identified and initialled by the Parties on the Plan

Schedule Six

The Easements Rights and Privileges

The Tenant for itself its successors in title assigns tenants and occupiers for the time being of the Property or any part thereof their tenants servants and agents and all other lawfully authorized persons shall have the following easements rights and privileges:

1. The right at all convenient times and upon not less than two weeks' written notice (save in emergency when no notice shall be required) to enter upon such parts of the Landlord's roadways (whether or not public roads) and other lands for the purpose of laying thereunder connecting into or maintaining and repairing drains pipes watercourses cables conduits and wires subject to exercising such right in a reasonable manner and in such locations as shall be designated by the Landlord acting reasonably and making good forthwith any damage so caused to the reasonable satisfaction of the Landlord.
2. The right of free passage of drainage water gas electricity telephone and cable television and telecommunications through such drains pipes watercourses cables conduits and wires which may now or at any time hereafter be laid or constructed by or on behalf of the Tenant under any adjoining or neighbouring lands of the Landlord.
3. The right of way to go pass and repass at all times and for all purposes with or without animals and vehicles of all descriptions over and along all roadways footpaths and walkways within the Estate and over lands of the Landlord and other land reserved for roadways footpaths and walkways for the purposes of access to and egress from any and all public roads which are convenient for the Tenant.
4. To use any parts of the Estate provided for the common use of the tenants and occupiers of the Estate for any lawful purpose subject to such conditions as the Landlord or any tenant of such parts may from time to time impose.
5. The right at all convenient times and upon 48 hours' previous written notice (except that in case of emergency where no notice shall be required) to enter that part of such lands of the Landlord to view the state and condition of such drains pipes watercourses cables conduits and wires and to execute works of cleaning maintenance repair renewal protection alteration to or removal of roadway pipes and cables.
6. The benefit of the restrictions contained in the leases of other parts of the Estate granted or to be granted.
7. The right to subjacent and lateral support and to shelter and protections from any adjoining property and from other parts of the Estate.

Schedule Seven

Exceptions and Reservations

There shall be excepted and reserved unto the Landlord the following rights and privileges:

1. The right (acting reasonably) to designate the location under roadways on the Property of the drains pipes watercourses cables conduits and wires to be laid or constructed by the Tenant.
2. The right for the Landlord and its assigns in common with the Tenant its successors in title and assigns and owners tenants and occupiers for the time being and their respective tenants servants and agents and all other lawfully authorized persons going thereto or therefrom to go pass and repass at all times and for all purposes with or without animals and vehicles of all descriptions over and along all roadways over lands of the Landlord and other land reserved for roadways for the purposes of access to and from any and all public roads which are convenient.
3. The right to exercise any of the rights reserved by or granted to the Landlord elsewhere in this Lease.

SIGNED as a DEED by the)
HONOURABLE L. CRAIG)
CANNONIER, JP, MP, Minister)
of Public Works on behalf of the)
GOVERNMENT of BERMUDA,)
in the presence of)

The Common Seal of)
[TENANT] was affixed)
hereto in the presence of:)

Director