THIS LEASE dated the	day of	[ ] is made	
BETWEEN	The Government of Be	rmuda, represented b	y the Permanent
Secretary of the Ministr	y of Works and Engi	neering ("the Landl	ord") and [
] a Company incorporated	under the laws of the sa	id Islands ("the Tena	ant")

#### 1. **DEFINITIONS**

- (1) The expressions "the Landlord" and "the Tenant" shall include the person or the persons for the time being deriving title from or under the Landlord and the Tenant respectively
- (2) Where the Tenant comprises two or more individuals the term shall include the plural number and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such individuals jointly and severally
- (3) In any covenant or proviso the expression "the Demised Premises" are the premises referred to in Clause 2 hereof and includes all additions improvements fixtures and fittings (other than the Tenant's trade fixtures and fittings which the Tenant shall be entitled to remove at the end of the Term)
- (4) The expression "the Landlord's Agent" shall mean any person appointed by or acting for the Landlord including an employee of the Landlord appointed to perform the function of an Agent for any purpose of this Lease
- (5) The expression "decorate" means to paint or otherwise treat as the case may be all surfaces usually or requiring to be so treated having first prepared such surfaces as may be necessary and to wash down all washable surfaces and to restore paint and make good the brickwork and stonework where necessary. All decoration shall be carried out in a good and workmanlike manner and with good quality materials and where painting is involved two coats shall be applied
  - (6) The expression "the Building" shall mean the ......
  - (7) The expression "the Term" shall mean a term of three [ ] years from the .....day of .....

# 2. DEMISE AND PREMISES

In consideration of the rent hereinafter reserved and the covenants and conditions on the part of the Tenant hereinafter contained the Landlord demises to the Tenant ALL THAT accommodation known as Watford Bridge Wharf Building at the address of #1 Mangrove Bay Road, Sandy's Parish in the Islands of Bermuda aforesaid measuring approximately 562 square feet which premises are [ shown for identification purposes only OR more particularly delineated and edged red on the plan hereto annexed ] AND ALSO TOGETHER WITH the right of free passage and running water and soil in and through the sewers drains and channels upon through or under any adjoining premises of the Landlord and the free and uninterrupted use of all electric telephone and other rights to be as far as necessary for the enjoyment of the Demised Premises and in common with the Landlord and all others so authorized by the Landlord to the use in common with the Landlord and all others entitled thereto the public parking and public wharf areas surrounding the Building for the purposes only of ingress and egress to and from the Demised Premises and the servicing of the same TOGETHER WITH the right for the Tenant and persons authorized by the Tenant to use in common with the Landlord and all other persons entitled thereto the communal toilets and the water supplies thereto and the entrance leading to the communal toilets EXCEPT AND RESERVED unto the Landlord and to the licensees tenants and occupiers of the remainder of the Building the following matters

- (a) All air conditioning units and duct and pipe work connected therewith
- (b) The full and free passage and right of running of water and soil electric telephone and other pipes conduits wire and cables through or upon or under

the Demised Premises and the right to receive wireless communications to and within the Building

- (c) The right to enter upon the Demised Premises in order to make connections with inspect maintain remove or replace such air conditioning units and other services or conduits
- (d) The right to alter the Building and any adjacent land or premises in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the Demised Premises is in any case thereby diminished

TO HOLD the Demised Premises unto the Tenant during the Term

#### 3. RENT

The yearly rent referred to above is [ ] Bermudian Dollars and so in proportion for any period less than a year payable monthly in advance on the first day of each calendar month the first payment being in respect of the period from the 1<sup>st</sup> day of (note month) to the ( \_\_\_\_) day of (note month and year) to be paid on the execution hereof

#### 4. TENANTS COVENANTS

The Tenant hereby covenants with the Landlord as follows:

# (1) Fit Out

At the commencement of the tenancy hereby created to treat and decorate the walls and/or provide any partitioning supply and install light fittings and generally fit out the Demised Premises as previously approved by the Landlord's Agent

#### (2) Rent

To pay the said yearly rent and charges in addition thereto and hereby reserved and agreed throughout the Term at all times and in the manner hereinbefore appointed for payment thereof without any deduction whatsoever

# (3) Outgoings

To pay and indemnify the Landlord against all existing and future rates taxes and outgoings whatsoever payable to the Government of Bermuda or any other statutory authority in respect of the Demised Premises including but without limitation Land Tax and all taxes levied by the Corporation of Hamilton on the occupier of the Demised Premises (commonly known as Corporation Tax)

#### (4) Not to alter the Demised Premises

Not to cut maim alter or injure or permit to be cut maimed altered or injured any of the walls timbers or any other part of the Demised Premises nor without the prior consent in writing of the Landlord ( such consent not to be unreasonably withheld delayed or conditioned) to make or suffer to be made any alteration addition or improvement of any kind in or to the Demised Premises or any part thereof provided that if the Landlord does consent in writing to any alterations additions or improvements the Tenant will make good to the satisfaction of the Landlord any damage occasioned thereby and will remove and make good at his own expense any alteration addition or improvement not authorized by the Landlord

### (5) Infested wooden furniture

Not any time during the Term to bring or permit to be brought in or upon the Demised Premises any furniture fittings or other articles made or constructed of wood or

containing wood in their structure (hereinafter called "such articles") knowing the same to be infested with termites and will with twenty-four hours of the arrival in or upon the Demised Premises of such articles notify the Landlord or Landlord's Agent of such arrival and permit such articles to be inspected by the Landlord or the Landlord's Agent for the purpose of ascertaining if such articles are infested upon such inspection or at any time forthwith to remove such articles from the Demised Premises

#### (6) Repairs

At all times during the Term to keep the Demised Premises and all additions and improvements thereto in good substantial and tenantable repair and condition except fair wear and tear and damage caused by fire storm or tempest and not due to any act or omission or negligence of the Landlord its agents or employees

#### (7) Decoration

To decorate the inside of the Demised Premises in the last year of the Term whenever and howsoever determined

#### (8) Reinstatement

At the expiration of the Term or any renewal thereof to remove all fittings Tenant's chattels and effects belonging to or placed by the Tenant on the Demised Premises and to make good and repair all damage caused by the installation or removal of such fittings chattels and effects AND ALSO in the last year of the Term to decorate the Demised Premises whenever and howsoever determined AND ALSO at the expiration or sooner determination of the Term repair and otherwise remedy any damage to partition walls and clean the floor and windows of the Demised Premises in a thorough and workmanlike manner

# (9) Service Charge

- (a) To pay to the Landlord without deduction from the commencement of the tenancy hereby granted the sum of [ ] Bermudian Dollars per calendar month towards the estimated annual cost to the Landlord of the matters mentioned or referred to in the First Schedule hereto for the period commencing on [ ] and terminating on the [ ] day of [ ] 2016
- (b) During the remainder of the Term to pay to the Landlord in each year or proportion thereof as a contribution towards the estimated annual cost to the Landlord of the said matters mentioned or referred to in the First Schedule hereto such contribution to be [ ] per cent of the said estimated cost
- (c) The contribution referred to in paragraph (b) of this sub-clause shall be calculated for each fiscal year by the Landlord's Agent whose certificate shall ( in the absence of bad faith or manifest error) be final and binding on all parties and for the removal of doubt it is hereby declared that such an adjustment shall be made ( if necessary) in respect of the calendar monthly payment of \$ [ ] Bermudian Dollars under the provisions of paragraph (a) of this sub-clause PROVIDED ALWAYS that at the absolute discretion of the Landlord's Agent the calendar monthly payments may be varied at any time to take account of any interim change in the service costs payable by the Landlord in any fiscal year
- (d) It is hereby agreed and declared that in order to eliminate so far as practicable the difference between actual and estimated costs the Landlord's Agent in arriving at the estimate for any year shall have regard to and make the appropriate adjustment for any difference made between the estimate for the preceding year and the actual costs for the matters aforesaid in that year
- (e) All such payments as are provided for by paragraph (a) (b) and (c) of this sub-clause shall be paid to the Landlord by the Tenant by equal monthly instalments in

advance such instalments to be paid on the days provided hereunder for the payment of rent

#### (10) User

- (a) Not to use or permit to be used the Demised Premises for any purpose other than as [ ] and in particular not to use or permit the user of the Demised Premises or any part thereof for residential purposes at any time
- (b) Not to do or permit to be done on the Demised Premises any thing which may be a nuisance to the Landlord or its Tenants or any neighbouring owner or occupier and this shall be deemed to include the remainder of the Building
- (c) Not to use or permit to be used the Demised Premises or any part thereof for any noxious offensive noisy dangerous trade or business or use the same for any vexatious illegal or immoral purpose nor permit any illegal drug or drugs to be taken into the Demised Premises or any part thereof nor use the Demised Premises as a betting shop club place of public entertainment or amusement arcade nor for any purpose at any time prohibited by Government Municipal or other competent authority nor permit or suffer to be held upon the Demised Premises or any part thereof any sale by auction
- (d) Not to exhibit or permit to exhibited goods or chattels for sale or display or any other purpose or goods packages or rubbish on the corridors staircases and landings of the Building or on any of the pavements adjoining or adjacent to the Building nor allow the same to be obstructed in any way whatsoever or used for packing or unpacking goods and not to write or permit writing thereon
- (e) Not to keep or permit to be kept on the Demised Premises any gasoline or petroleum products or materials of a dangerous or explosive nature or the keeping of which may contravene any Statute or Local Regulation or Bye-law or Ordinance or constitute a nuisance to the occupiers or neighbouring property or which will prevent the Landlord from effecting insurance on the Demised Premises or cause it to pay insurance premiums at a higher rate than the ordinary or common rate for such risk and not without the authority of the Landlord's Agent to use or permit to be used on the Demised Premises any machine (other than normal office machines)
- (f) Not to place any excessive weight or strain on the floors of the Demised Premises and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant or of any other damage caused by the Tenant or the employees or agents of the Tenant to any adjoining or neighbouring premises (which shall be deemed to include the remainder of the Building)

#### (11) Advertisements

Not to affix or set upon the exterior of the Demised Premises or any internal part thereof or allow to be set or affixed thereon any bills advertisements signs signboards fascia advertisements placards or sky-signs of any description PROVIDED ALWAYS that the Tenant shall have the right to exhibit the trading name and the type of business of the Tenant in a form approved by the Landlord on the Demised Premises on the directional and informational notice boards in the Building now or to be arranged by the Landlord

# (12) Assignments underletting etc.

(a) In the event of the Tenant wishing to assign or underlet or part with possession then the Tenant shall first offer to the Landlord to make an absolute surrender of the unexpired balance of the Term PROVIDED THAT should the Landlord not accept the surrender then the following sub-clause 12(b) shall apply

- (b) Not to assign or underlet or part with the possession of the Demised Premises or any part thereof without the consent in writing of the Landlord which consent shall not be unreasonably withheld in the case of a responsible assignee of the whole of the Demised Premises whose trade or business shall not conflict with or in the opinion of the Landlord but unduly competitive to its tenants in the Building
- (c) Within one calendar month after the execution of any assignment mortgage charge underlease or assignment of an underlease or devolution of the Demised Premises to produce to the Landlord of such assignment or the counterpart of such underlease or the Probate or Letters of Administration under which such devolution arises or the mortgage or charge and leave with them for a period of seven days for registration together with notice in duplicate thereof and to pay to them such registration fee as may be required for the registration of each deed or document

#### (13) Entry in connection with development

To permit the Landlord after prior written notice to enter the Demised Premises in connection with the development of any adjoining or neighbouring premises subject to the Landlord exercising such right in a reasonable manner and making good any damage caused to the Demised Premises thereby and in particular the Tenant shall in no way object (whether on planning or other grounds) to the Landlord carrying out any development or other works on neighbouring or adjoining premises

# (14) Inspection

To permit the Landlord to inspect the Demised Premises for any purpose at reasonable times and upon reasonable notice and within two months (or forthwith in an emergency) to remedy any breach of the covenants contained herein for which the Tenant is liable to the reasonable satisfaction of the Landlord's Agent and that in the case of default the Landlord may enter the Demised Premises and remedy the breach and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action

# (15) Entry to repair etc.

To permit the Landlord after prior written notice at reasonable times (or at any time in an emergency) to enter upon the Demised Premises in connection with the maintenance repair examination or alteration of any neighbouring premises or anything serving the same and running through the Demised Premises or to comply with any requirements of any competent authority the Landlord acting in a reasonable manner and making good any damage caused to the Demised Premises

## (16) Reletting on expiry

The Tenant will permit the Landlord or the Landlord's Agent during the period of six calendar months immediately preceding the expiration or sooner determination of the Term to affix notice boards of reasonable dimensions to conspicuous parts of the Demised Premises announcing that the Demised Premises are to be let or sold and at all reasonable times by appointment t show all intending Tenants or purchasers over the Demised Premises

## (17) Compliance with statutes

(a) To comply at all times and in all respects during the Term with all Acts Regulations Bye-Laws Ordinances and Orders whether made by Government Municipal or other competent body or authority and comply with conditions imposed thereby insofar as the same relate to or affect the Demised Premises and to do all such works ass may be directed to be done in respect of the Demised Premises whether by the owner or the occupier thereof (unless the same shall relate to the Landlord's duties hereunder) and at all times to indemnify and keep indemnified the Landlord against any breach non-

performance or non-observance of any Act Regulation Bye-Law Ordinance and Order and repay to the Landlord any costs charges or expenses incurred by the Landlord in respect of such Acts Regulations Bye-Laws Ordinances and Orders

(b) As often as it is necessary to obtain at the Tenant's expense (subject to the Landlord's written consent first being obtained; all licences permissions and consents in respect of the use of the Demised Premises and to notify the Landlord of any refusals in respect thereof and pay satisfy and keep the Landlord fully indemnified against all actins proceedings damages penalties costs charges claims and demands whatsoever which may become payable in respect of the carrying out of maintenance by the Tenant or any operations on or use of Demised Premises

#### (18) Easements and Encroachments

Not to obstruct any window or light belonging to the Demised Premises and to give immediate notice to the Landlord if any easement affecting the Demised Premises shall be made or attempted and at the Landlord's request and cost to adopt such means as my be reasonably required to prevent the same

# (19) Indemnification of Landlord

To be responsible for and indemnify the Landlord against the cost of all damage occasioned to the Demised Premises or any other part of the Building or any adjacent or neighbouring premises and against all actions costs claims demands and liability whatsoever in respect of injury or damage to person or property due to or arising from the act neglect or default of the Tenant or any employees agents licensees or invitees of the Tenant

# (20) Yielding up to the Landlord

At the expiration or sooner determination of the Term to quietly yield up unto the Landlord the Demised Premises in good substantial and tenantable repair and condition and decorated as aforesaid

# (21) Disposal of refuse

To deposit all refuse from the Demised Premises in the refuse area as directed by the Landlord's Agent and not to deposit or dispose of such refuse in any other manner

# (22) Not cause Landlord's insurance to become void

Not to do or permit or suffer upon or bring or suffer to be brought on the Demised Premises any act deed matter or thing or any articles or things which shall or may cause the policy or policies for the insurance of the Building to become void or voidable or the premiums or premiums payable in respect of a policy of insurance to be increased above the ordinary or common rate and in particular not to burn rubbish shavings or other waste material on the Demised Premises

### (23) To conform with management regulations

To conform to the reasonable regulations from time to time laid down by the Landlord for the management of the Building for the comfort or the occupiers generally and also to conform to the regulations from time to time laid down by the Landlord as to the method of bringing or fixing telephone or electric light or power or otherwise and other pipes wires or conduits into the Demised Premises and to carry out the work in connection therewith to the satisfaction of the Landlord or the Landlord's Agent and to make good to the reasonable satisfaction of the Landlord or the Landlord's Agent any damage which may be caused by such work to the fabric of the Building

# (24) Legal costs

To pay to the Landlord all expenses including lawyers fees and stamp duties payable in connection with the grant of this lease or any permitted assignment or subletting

## (25) Not to cause malfunction to the air conditioning system

Not to cause malfunction or imbalance of the air conditioning system by the introduction of heating devices or by leaving doors or other apertures open

#### 5. PROVISOS

The Landlord and the Tenant agree and declare as follows:

#### (1) Proviso for re-entry

If and whenever the said rent and charges hereby reserved or any part thereof respectively shall be in arrears and unpaid for fourteen (14) days next after the same shall have become due whether any formal or legal demand therefore shall have been made or not or if and whenever there shall be any breach or non-observance or non-performance by the Tenant of any of the covenants on its part herein contained or if the Tenant or any assignee of the Tenant not being a company shall become bankrupt or have a receiving order in bankruptcy made against him or enter into any composition with his creditor or if the Tenant or any assignee of the Tenant being any incorporated company shall enter into liquidation whether voluntary or compulsory (except by way of reconstruction or amalgamation) or shall suffer any distress or execution to be levied on its goods in satisfaction of a judgment or judgments amounting in aggregate to the sum of Five hundred dollars (\$500.00) then and in any such case it shall be lawful for the Landlord to re-enter forthwith into and upon all or any part of the Demised Premises in the name of the whole and thereupon this present demise shall absolutely determine and become void but without prejudice nevertheless to any right or action or remedy of the Landlord in respect of any antecedent breach by the Tenant of any of the covenants on its part herein contained

# (2) Interest on unpaid money

Without prejudice to any other right remedy or power herein contained if any rent or sums payable by the Tenant to the Landlord under this demise shall be due but unpaid for fourteen days to pay to the Landlord ( if the Landlord should so require) interest on such outstanding amounts at a rate of 2% per annum above the Bermuda Dollar Base Rate as determined by the Bermuda Banks and published from time to time in the Royal Gazette calculated from the due date to the actual date of payment such interest to be paid by the Tenant to the Landlord by way of additional charges

## (3) Paragraph headings

Paragraph headings do not form part of the Lease and shall not be taken into account in the construction or interpretation thereof

# (4) Damage from services

The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any damage which may be caused by any defect of any plant or machinery or services in the Demised Premises or any neighbouring premises

# (5) Costs of breach of covenant

That if the Tenant shall commit any breach of covenant contained in this Lease by reason whereof the Landlord shall incur any outlay or expenditure either before of after the termination thereof the same shall be recoverable by the Landlord from the Tenant in an action for money paid by the Landlord to the use of the Tenant at its request

#### (6) Option to renew

- (a) The Landlord shall upon the written request of the Tenant made at least six calendar months before the expiration of the Term and if there shall not at the time of the said request be any existing breach or non-observance of any of the covenants on the part of the Tenant hereinbefore contained at the expense of the Tenant grant to the Tenant a lease of the Demised Premises for a further term of 3 years from the expiration of the Term at a rent to be determined in accordance with the provisions contained in sub-clause (6) (b) hereof but otherwise containing the like covenants and provisos as are herein contained except this clause for renewal the Landlord upon the execution of such renewed lease to execute a counterpart thereof
- (b) The rent for the further term referred to in sub-clause 6 (a) hereof shall be determined as follows:-
  - (i) it shall be such sum as shall be specified in a notice in writing by the Landlord to the Tenant at any time before the expiration of the period of one month after the receipt by the Landlord of the Tenant's written request under subclause (a) hereof, or
  - (ii) as shall within one month after receipt by the Tenant of the Landlord's written notice be agreed between the parties in writing in substitution for the said sum or failing agreement, or
  - (iii) by reference to arbitration in accordance with the provisions contained in sub-clause [ ] hereof
- (c) That if the Tenant does not exercise its option to renew in accordance with the provisions of sub-clause (a) hereof then the Landlord shall be at liberty during the period of six calendar months before the expiry of the Term demised to advertise the Demised Premises for rent and upon giving prior notice to the Tenant the Landlord may show prospective tenants over and upon the Demised Premises
- (d) That if the Tenant first having obtained the written consent of the Landlord in accordance with Clause 4 (12) hereof shall underlet the Demised Premises the underlessee shall be subject to the covenants and agreements herein contained and the Tenant shall be held liable for all or any acts neglects or defaults of such underlessee

OR

### (6) Overholding

(a) If the Tenant shall remain in occupation of the Premises after the expiration of the Contractual Term without a written agreement to the contrary, the Tenant shall be deemed to be a tenant from year to year at a rental equivalent to the yearly installment of the rents herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such yearly tenancy.

# 6. LANDLORD'S COVENANTS

- (1) That the Tenant duly and punctually paying the rents hereinbefore reserved and performing and observing the covenants on its part and conditions hereinbefore contained may subject as aforesaid peaceably and quietly possess and enjoy the Demised Premises during the Term without any lawful interruption by the Landlord or any person lawfully claiming under it
- (2) To keep the Building insured against loss or damage by fire explosion lightning earthquake impact hurricane riots strikes malicious damage storm and tempest bursting and overflowing water tanks apparatus and pipes and such other risks as the Landlord

may from time to time consider necessary in the full value thereof as determined by the Landlord's Agent for the time being together with the architects and quantity surveyors rebuilding fees at the current scale for the time being and in respect of not less than two (2) years loss of rent of the Building

(3) To perform the maintenance obligations and provide services set out in full in the First Schedule hereto

#### 7. DAMAGE BY INSURED RISKS

In the event of the Demised Premises or any part thereof at any time during the Term being damaged or destroyed by the insured risks or any of them so as to be unfit for occupation and use and if the Landlords policy or policies of insurance shall not have been rendered void or voidable or payment of the policy moneys refused in whole or in part by reason of any act or default of the Tenant then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for occupation and use and any dispute concerning this clause shall be determined by arbitration in accordance with the Arbitration Act 1986 and any statutory modification or re-enactment thereof

#### 8. ARBITRATION

- (1) If in any dispute or difference arising between the parties hereto ( whether as to a question of law or fact or otherwise touching or concerning any clause or matter or thing whatsoever herein contained or the operation or construction thereof save and except only a dispute or difference relating to any matter or thing arising out of the provision of clause 2 as read with clause 5 sub-clauses (1) and (2) hereof then and in every such case the dispute or difference shall be referred for determination by two arbitrators one to be appointed by each party
- (2) In default of appointment by one party of its arbitrator then the arbitrator for the party in default shall at the request of the party not in default be appointed by the President for the time being of the Bermuda Bar Association
- (3) Such reference shall be deemed a submission to arbitration in accordance with the provisions of the Arbitration Act 1986 or any statutory modification or re-enactment thereof for the time being in force
- (4) The decision of such arbitrators or of any umpire appointed by them shall be final binding and conclusive upon the parties hereto

#### THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

The management maintenance and repair of the Building and all the facilities thereof and the provision of all services in connection therewith including (but without prejudice to the generality of the foregoing)

(i) The repairing renewing painting glazing maintaining repointing and when necessary the rebuilding of the following parts of the Building namely the main structure (including the foundations and footings) the external walls and external wood and iron work the joists the roofs the canopies the interior part of the Building (excluding the interior of all premises demised) the air conditioning plant and equipment the elevators the communal toilets used in common by the Tenant and others the drains the hot and cold water cisterns and pipes the waste pipes the main electricity cables and the fire prevention apparatus serving the Demised Premises in common with the other parts of the Building

- (ii) The cleansing and lighting of the forecourts arcades passages staircases landings communal toilets and other parts of the Building used in common by the Tenant with the Landlord
- (iii) The insuring of the Building against the risks set out in sub-clause (2) of Clause 6 hereof (including loss of rent and architects and surveyors fees)
- (iv) All payments made by the Landlord in discharging all land tax and corporation tax and any other outgoing charged now or at any time during the Term or any extension thereof on the Demised Premises and the common parts of the Building or any part thereof
- (v) The cost of supplying water in respect of the Building
- (vi) The provision of towel service the water heaters and toilet requisites in the communal toilets
- (vii) Any expenses deemed necessary by the Landlord or the Landlord's Agent incurred in connection with the removal of refuse
- (viii) The cost of the supply of electricity for all the machinery equipment and apparatus employed in servicing the Building
- (ix) The cost of employing staff for the performances of the duties and services before mentioned and for the security of the property and all other incidental expenditures in relation to such employment including (but not by way of limitation) the payment of the statutory and such other insurance health pension welfare and other payments contributions and premiums that the Landlord may in his absolute discretion deem desirable or necessary the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for proper performance of their duties and all costs and expenses incurred in providing suitable accommodation within the property together with a payment to the Landlord's Agent not exceeding ten per cent per annum of the annual cost of providing the services specified in this first schedule

**IN WITNESS WHEREOF** the Landlord and the Tenant have caused their Common Seals or hand and seal as appropriate to be affixed to these presents and to the counterpart hereof the day and year first above written

SIGNED AS A DEED by the said Permanent Secretary of the Minister of Works and Engineering for and on behalf of the Government of Bermuda in the presence of:	
Witness:	
Withess.	
THE COMMON SEAL of	
was hereunto affixed in the presence	
of:	
Witness:	