

Date:

Government of Bermuda

TO

LEASE

All that building (more fully described
hereinafter) known as
TRADITIONS RESTAURANT
2 Middle Road
In the parish of Southampton
In the Islands of Bermuda



**Estate Management, Ministry
of Public Works,
Hamilton**

LEASE OF '2 Middle Road, Traditions Restaurant' Southampton

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1. Particulars

1.1 the Landlord

THE GOVERNMENT OF BERMUDA represented by the Minister responsible for Public Land and Buildings

1.2 the Tenant

1.3 the Premises

ALL THAT building known as Traditions, Southampton as shown for the purpose of identification only edged RED on the Plan attached hereto.

1.4 the Contractual Term - TBC

1.5 the Rent

[\$] per calendar month, payable monthly in advance

1.6 the Permitted Use

Use as a Commercial Property.

2. Definitions

- 2.1 For all purposes of this lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 'Adjoining Property' means any neighbouring or adjoining land in which the Landlord has a freehold or leasehold interest or in which during the Term the Landlord shall have acquired a freehold or leasehold interest
- 2.3 'Building' means the building or buildings now or at any time during the Term erected on the Premises
- 2.4 'Insured Risks' means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Landlord from time to time in its absolute discretion may think fit
- 2.5 'the Park Land' means all parts of the Premises which are not for the time being built upon
- 2.6 'Pipes' means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and any other ancillary apparatus which are in on or under or which serve the Premises
- 2.7 'the Plan' means the plan annexed to this lease
- 2.8 'the Planning Act' means the Development & Planning Act 1974

2.9 'Surveyor' means any Chartered Surveyor or firm of Chartered Surveyors appointed by the Landlord to perform any of the functions of the Surveyor under this lease

3. Interpretation

3.1 The expressions 'the Landlord' and 'the Tenant' wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time

3.2 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

3.4 The expression 'the Premises' includes:

3.4.1 the Building and Land indicated on the attached Plan.

3.4.2 all additions and improvements to the Premises

3.4.3 all the Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises

3.4.4 all Pipes in on under or over the Premises that exclusively serve the Premises and the entire thickness of all walls and fences forming the boundaries of the Premises but such expression includes no air space above the height of the top of the Building and references to 'the Premises' in the absence of any provision to the contrary include any part of the Premises

3.5 The expression 'the Term' includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law

3.6 References to 'the last year of the Term' include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to 'the expiration of the Term' include such other determination of the Term

3.7 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorised by the Landlord or any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)

3.8 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person

3.9 Any provision in this lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval

- 3.10 References to ‘consent of the Landlord’ or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to ‘approved’ and ‘authorised’ or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 3.11 ‘Development’ has the meaning given by Section 14 of the Planning Act
- 3.12 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to ‘statute’ or ‘statutes’ includes any regulations or orders made under such statute or statutes
- 3.13 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 3.14 The clause paragraph and schedule headings [and the table of contents] do not form part of this lease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises to the Tenant the Premises TOGETHER with the rights specified in the First Schedule but EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises including any matters contained or referred to in the Third Schedule YIELDING AND PAYING to the Landlord the Rent payable without any deductions in advance to be paid on the date of this lease and on the anniversary thereof throughout the Contractual Term

5. The Tenant’s covenants

The Tenant covenants with the Landlord:

5.1 Rent

to pay the rent monthly in advance

5.2 Outgoings

to pay and indemnify the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them including any payable by the Landlord including but not limited to Government Land Tax.

5.3 Electricity gas and other services consumed

to pay to the suppliers and to indemnify the Landlord against all charges for electricity gas and water and any other services consumed or used at or in relation to the Premises (including meter rents)

5.4 Preservation and restoration, etc -

the Landlord and the Tenant have agreed that the Tenant shall restore the fabric of the Building and upgrade and improve the facilities of the Premises and hereby covenants with the Landlord:-

- 5.4.1. not to deposit any waste rubbish or refuse on the Park Land

- 5.4.2 not to bring keep store stack or lay out upon the Premises any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or may become untidy unclean unsightly or in any way detrimental to the Premises or the area generally
- 5.4.3 not to keep or store on the Premises any vehicle caravan or movable dwelling.
- 5.4.2 as to the Building and subject to the specific matters referred to in the Third Schedule:
 - 5.4.2.1 to put the Building into a good state of repair and keep it in a good state of repair throughout the Contractual Term
 - 5.4.2.2 to replace from time to time the Landlord's fixtures and fittings in the Building which may be or become beyond repair at any time during or at the expiration of the Term
 - 5.4.2.3 to clean the Building and keep it in a clean condition
 - 5.4.2.4 as often as may in the opinion of the Surveyor be necessary in order to maintain a high standard of decorative finish and attractiveness and to preserve the Building and in the last year of the Term to redecorate the exterior and the interior of the Building in a good and workmanlike manner and with appropriate materials of good quality to the satisfaction of the Surveyor any change in the tints colour and patterns of such decoration to be approved by the Landlord
- 5.4.3 as to the Premises:
 - 5.4.3.1 not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials
 - 5.4.3.2 where the use of Pipes boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes or other things

5.5 **Waste and alterations**

- 5.5.1. not to:
 - 5.5.1.1 commit any waste
 - 5.5.1.2 make any addition to the Building
 - 5.5.1.3 make any alteration to the Building save as permitted by the following provisions of this clause
- 5.5.2 not to make any structural alterations to the Building
- 5.5.3 subject to the provisions of clause 5.5 and the Third Schedule not to make any internal non-structural alterations, additions or improvements to the Building without the prior written consent of the Landlord and without:

5.5.3.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents

5.5.3.2 making an application to the Landlord supported by drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion)

5.5.3.3 entering into such covenants as the Landlord may require as to the execution and reinstatement of the alterations.

5.5.4 not to cut down or injure any trees plants bushes or hedges or remove from the Premises any soil clay sand or other materials or make any excavations

5.5.5 not to construct any additional buildings or structures on the Premises without the prior written consent of the Landlord

5.5.6 to remove any additions alterations or improvements made to the Premises at the expiration of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal

5.5.7 not to make connection with the Pipes that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker

5.5.8. not to nor permit any others (other than the Landlord) to carry out any excavation of any kind including archaeological digs upon any part of the Premises

5.6 Aerials signs and advertisements

5.6.1 not to erect upon the Premises any pole mast or wire whether in connection with telegraphic telephonic radio or television communication or otherwise

5.6.2 not to affix to or exhibit on the outside of the Building or to or through any window of the Building nor display anywhere on the Premises any placard sign notice fascia board or advertisement except any sign permitted by virtue of any consent given by the Landlord such consent not to be unreasonably withheld

5.7 **Statutory obligations**

5.7.1 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any Government Department Local Authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.7.2 not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the user for the time being carried on the Premises

5.8 Access of Landlord and notice to repair

- 5.8.1 to permit the Landlord upon reasonable notice during normal business hours except in the case of emergency:
 - 5.8.1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed
 - 5.8.1.2 to view (and to open up floors and other parts of the Building where such opening-up is required in order to view) the state of repair and condition of the Premises and
 - 5.8.1.3 to serve on the Tenant a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same including the making good of any opening-up under the provisions of clause 5.8.1.2 PROVIDED that any such opening-up shall be made good by and at the cost of the Landlord where such opening-up reveals no breaches of the terms of this lease
- 5.8.2 immediately to comply with the requirements of any notice served under clause 5.8.1.3
- 5.8.3 if within one month of the service of a notice under clause 5.8.1.3 the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 2 months or if in the Landlord's Surveyor's opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand]

5.9 Alienation

- 5.9.1 not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this lease) part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises
- 5.9.2 not to assign underlet or charge the Premises or any part thereof without the prior written consent of the Landlord.

5.10 Nuisance etc. and residential restrictions

- 5.10.1 not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Landlord or the Landlord's tenants or the owners or occupiers of adjacent or neighbouring premises
- 5.10.2 not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

5.11 User

- 5.11.1 to use the Premises for the Permitted Use only

- 5.11.2 not to discharge into any Pipes any oil grease or other deleterious matter or any substance which may be or become a source of danger or injury to the drainage system
- 5.11.3 not to permit any vehicles belonging to the Tenant or any employees or their guests or visitors to stand on the access road to the Building so as to cause an obstruction and to use its best endeavours to ensure that such persons shall not permit any vehicle so to stand on such road
- 5.11.4 not to leave the Premises unoccupied for a period exceeding twenty eight (28) days without the specific written approval of the Landlord.

5.12 **The Planning Act**

- 5.12.1 not to commit any breach of planning control (such term to be construed as it is used in the Planning Act) and to comply with the provisions and requirements of the Planning Act that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during and following the expiration of the Term) and keep the Landlord indemnified against all liability whatever including costs and expenses in respect of any contravention
- 5.12.2 at the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises which may constitute Development provided that no application for planning permission shall be made without the previous consent of the Landlord
- 5.12.3 subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Act in respect of the carrying out or maintenance of any such operations or the commencement or continuance of any such user
- 5.12.4 notwithstanding any consent which may be granted by the Landlord under this lease not to carry out or make any alteration or addition to the Premises or any change of use until:
 - 5.12.4.1 all necessary notices under the Planning Act have been served and copies produced to the Landlord
 - 5.12.4.2 all necessary permissions under the Planning Act have been obtained and produced to the Landlord and
 - 5.12.4.3 the Landlord has acknowledged that every necessary planning permission is acceptable to the Landlord the Landlord being entitled to refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in the planning permission or anything omitted from it or the period referred to in it would in the reasonable opinion of the Surveyor be (or be likely to be) prejudicial to the Landlord's interest in the Premises or any adjoining premises whether during or following the expiration of the Term
- 5.12.5 unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term:
 - 5.12.5.1 any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted for any Development begun before the expiration of the Term and

5.12.5.2 any Development begun upon the Premises in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Act

5.12.6 in any case where a planning permission is granted subject to conditions and if the Landlord so requires to provide security for the compliance with such conditions and not to implement the planning permission until security has been provided

5.12.7 if required by the Landlord but at the cost of the Tenant to appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Premises following an application by the Tenant

5.13 **Plans documents and information**

If called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may require in order to satisfy itself that the provisions of this lease have been complied with

5.14 **Indemnities**

to be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.14.1 any act omission or negligence of the Tenant or any person for whose acts the Tenant is responsible or

5.14.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

5.15 **Encroachments**

5.15.1 not to stop up darken or obstruct any windows or light belonging to the Building

5.15.2 to take all steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall be required to prevent such encroachment or the acquisition of any such easement

5.16 **Yield up**

at the expiration of the Term:

5.16.1 to yield up the Premises in good repair and in accordance with the terms of this lease

5.16.2 to give up all keys of the Premises to the Landlord and

5.17 **Statutory notices etc.**

to give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the

Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.18 Landlord's rights

to permit the Landlord at all time during the Term to exercise without interruption or interference any of the rights granted to the Landlord by virtue of the provisions of this lease

6 The Landlord's covenants

The Landlord covenants with the Tenant:

6.1 Quiet enjoyment

to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

7 Insurance

7.1 Landlord is to insure Property.

7.2 Details of the insurance

Insurance shall be effected:

7.2.1 in such substantial and reputable insurance office or with such underwriters and through such agency as the Landlord may from time to time decide

7.2.2 for such sum as the Landlord shall from time to time determine as being the full cost of rebuilding and reinstatement including architects' surveyors' and other professional fees payable upon any application for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal demolition site clearance any works that may be required by statute and incidental expenses

7.2.3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be arranged for property such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require

7.3 Suspension of Rent

7.3.1 If and whenever during the Term:

7.3.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks so that the Premises or any part of them are unfit for occupation or use and

7.3.1.2 payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone for whose acts the Tenant is responsible the provisions of clause 7.3.2 shall have effect

7.3.2 When the circumstances contemplated in clause 7.3.1 arise the Rent or a fair portion of the Rent according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part are made fit for occupation or use

7.4 Reinstatement and termination if prevented

7.4.1 If and whenever during the Term:

7.4.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks and

7.4.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone for whose acts the Tenant is responsible

the Tenant shall use the Tenant's best endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Act or other statutes (if any) to enable the Tenant to rebuild and reinstate ('the Permissions')

7.4.2 Subject to the provisions of clauses 7.4.3 and 7.4.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged making up any difference between the cost of rebuilding and reinstating and the money received out of the Tenant's own money PROVIDED that in the event of substantial damage to or destruction of the Premises by an Insured Risk the above provisions shall have effect as if they obliged the Tenant subject as provided above to rebuild and reinstate the Premises either in the form in which they were immediately before the occurrence of the destruction or damage or in that form with such modifications as:

7.4.2.1 may be required by any competent authority as a condition of the grant of any of the Permissions

7.4.2.2 the Tenant may make to reflect then current good building practice or

7.4.2.3 the Landlord may require but so that the Tenant shall in any event provide in the Premises as rebuilt and reinstated accommodation no less convenient than that which existed immediately before the occurrence of the destruction or damage

7.4.3 For the purposes of clause 7.4 the expression 'Supervening Events' means:

7.4.3.1 the Tenant has failed despite using its best endeavours to obtain the Permissions

7.4.3.2 any of the Permissions has been granted subject to a lawful condition with which [it would be impossible for or in all the circumstances it would be unreasonable to expect] the Tenant to comply

7.4.3.3 some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would render the rebuilding or reinstatement impossible or mean that the rebuilding or reinstatement could only be undertaken at a cost that would be unreasonable in all the circumstances

7.4.3.4 the rebuilding or reinstating is prevented by war act of God Government action strike lock-out or

7.4.3.5 any other circumstances beyond the control of the Tenant

- 7.4.4 The Tenant shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 7.4.5 If upon the expiry of a period of 6 months commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served at any time within 6 months of the expiry of such period invoke the provisions of clause 7.4.6
- 7.4.6 Upon service of a notice in accordance with clause 7.4.5 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other all money received in respect of the insurance effected by the Tenant pursuant to this clause shall belong to the Landlord

7.5 Tenant's insurance covenants

The Tenant covenants with the Landlord:

- 7.5.1 to comply with all the requirements and recommendations of the insurers
- 7.5.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part
- 7.5.3 to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require or as the Landlord may require and to maintain such equipment to their satisfaction and in efficient working order and at least once in every 6 months to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person
- 7.5.4 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the requirements of the Landlord as to fire precautions relating to the Premises
- 7.5.5 not to obstruct the access to any fire equipment or the means of escape from the Building nor to lock any fire door while the Building is occupied
- 7.5.6 if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Tenant pursuant to the Tenant's obligations contained in this lease is by reason of any act or default of the Tenant or anyone for whose acts the Tenant is responsible wholly or partially irrecoverable immediately in every such case (at the option of the Landlord) either:
- 7.5.6.1 to rebuild and reinstate at the Tenant's own expense the Premises or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance policy or
- 7.5.6.2 to pay to the Landlord on demand the amount of such insurance money so irrecoverable in which event the provisions of clauses 7.3 and 7.4 shall apply

8 Provisos

8.1 Condition

It is agreed between the parties that the Tenant having inspected the Premises accepts them in the condition they were in at the date hereof will have no claims against the Landlord in respect of any latent defects to the Premises subsequently found and acknowledges that the Landlord can make no warranty that the Premises and the Building are fit for use for the purpose required by the Tenant

8.2 Re-entry

If and whenever during the Term:

8.2.1 the rents (or any of them or any part of them) under this lease are outstanding for 30 days after becoming due whether formally demanded or not or

8.2.2 there is a breach by the Tenant of any covenant or other term of this lease or any document supplemental to this lease the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time and even if any previous right of re-entry has been waived and then the Term will absolutely cease and determine but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

8.3 Exclusion of use warranty

Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Act for the purpose authorised in this lease (or any purpose subsequently authorised)

8.4 Permitted Works

It is agreed between the Landlord and Tenant that at the date of this lease the Landlord shall grant its consent subject to the provisions of this Lease to the repair and refurbishment works and the Tenant covenants to undertake and complete these works at the Tenants expense within the first six (6) months of the Term subject to the provisions of this Lease.

8.5 Entire understanding

This lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this lease

8.6 Representations

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease

8.7 Licences etc. under hand

All licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of the Minister of Works and Engineering or other duly authorised officer of the Landlord or the Surveyor on behalf of the Landlord

8.8 Tenant's property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 7 days after being requested in writing by the Landlord to do so or if after using its best endeavours

the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Landlord:

- 8.8.1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by the Landlord to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant
- 8.8.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within [6] months of the date upon which the Tenant vacated the Premises and
- 8.8.3 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

8.9 Compensation on vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

8.10 Arbitration

If any dispute or question whatsoever (except matters related to forfeiture or possession which shall be referred to a court of law) shall arise between the parties hereto in respect of the construction or effect of this Lease or any clause contained herein, or the rights, duties and liabilities of either party under this lease or otherwise in connection with this lease then in every such case the dispute or difference shall be heard in Bermuda and determined by a single arbitrator to be appointed in accordance with the Bermuda Arbitration Act 1996, or any statutory modification or re-enactment thereof for the time being and the decision of the arbitrator shall be final and binding on the parties hereto

8.11 Service of notices

Any notice under this lease shall be in writing and may be served on the Landlord by sending it by registered post to The Chief Surveyor, Ministry of Public Works, P.O. Box HM 537, Hamilton HM CX or by leaving it at the Ministry Offices, 3rd Floor, Government Administration Building, 30 Parliament Street, Hamilton and in the case of a notice to be served on the Tenant it may be served by registered post addressed to

8.12 Rights easements etc.

The only rights granted to the Tenant are those expressly set out in this lease and such further ancillary rights that arise under the general law or by necessary implication and the Tenant shall not by virtue of this lease be deemed to have acquired or be entitled to and the Tenant shall not during the Term acquire or become entitled by any means whatever to any easement from or over or affecting any Adjoining Property

8.13 The tenant agrees with the Landlord that at all times throughout the Term it will retain and use the name "Traditions Restaurant" in respect of the Premises.

IN WITNESS whereof the said Patricia Gordon_Pamplin, Minister responsible for Public Land and Buildings, for and on behalf of the Government of Bermuda and the said [] have set their hands on the day and year first above written.

Signed as a Deed by the said
Patricia Gordon-Pamplin,

.....
,
Minister responsible for Public Land and Buildings
for and on behalf of the Government of Bermuda
in the presence of

Witness

.....

Signed and delivered by the said
[]

.....

.....

.....
in the presence of

Witness.

.....

First Schedule

Rights granted

1 Pipes

The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of gas electricity telephone and other services or supplies to and from the Premises in and through the Pipes in on under or over the Adjoining Property that now serve the Premises (in common with the Landlord and all other persons having a like right)

Second Schedule

Rights reserved

1 Use of Pipes

The right to the free and uninterrupted passage and running of water sewage gas electricity telephone and other services or supplies from and to the Adjoining Property in and through the Pipes which now are or may be during the Term in on under or over the Premises

2 Right to construct Pipes

The right to construct and to maintain in on under or over the Premises at any time during the Term any Pipes for the provision of services or supplies to the Adjoining Property

3 Rights of way

The right of way for the Landlord its servants agents tenants licensees and invitees (to the intent that the Landlord may issue an invitation to all members of the public) with or without vehicles of all descriptions over and along the access road situate on the Premises for the purposes of gaining access to and egress from the Adjoining Property of the Landlord .

4 Access

The right at any time during the Term at reasonable times and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Premises

4.1. to inspect the condition and state of repair of the Premises

4.2 to inspect cleanse connect repair remove replace with others alter or execute any works whatever to or in connection with the Pipes easements services or supplies referred to in paragraphs 1 and 2 of this schedule

4.3 to carry out work of any kind to the Adjoining Property [which cannot [conveniently] be carried out without access over the Premises]

4.4 to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term and

4.5 to exercise any of the rights granted to the Landlord elsewhere in this lease

Third Schedule

Particulars of matters to which the Premises are subject

- 1.1 Without the prior written consent of the Landlord no construction alteration or any other activity shall be undertaken which will alter or adversely affect the appearance materials workmanship or structural stability of the Building as it exists at the date of this Lease.
- 1.2 The tenant will put and keep all elements of the structure of the Building , including but not limited to the fabric, fittings, fixtures and finishes of the Building including the garden walls and fences and all services connected thereto in good repair and condition, and furthermore should the works not be substantially be completed within 6 months from the date hereof, the lease will be forfeited immediately thereafter.
- 1.3 Where the consent of the Landlord is given to alterations to the Building or where works are required to be carried out to the Building by the Tenant pursuant to the Tenant's covenants contained in this Lease such works shall in all instances be carried out in such a way as to preserve and maintain the existing structure, fabric and finishes of the Building and any replacement of building elements and finishes shall be carried out with like for like materials in the same design and style as that which is being replaced unless the Landlord specifically agrees otherwise.

