DATED

LEASE

relating to

SHIPS WHARF, ST. DAVID'S ROAD, ST. GEORGE'S DD03

between

BERMUDA LAND MANAGEMENT CORPORATION

and

SOUTHSIDE HOLDING LTD.

DRAFT

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This lease is dated [DATE]

PARTIES

(1) BERMUDA LAND MANAGEMENT CORPORATION a statutory corporation pursuant to the Bermuda Land Management Corporation Act 1982 whose registered office is at Upper Level, Clocktower Mall, 5 Clocktower Parade, Sandys MA01, Bermuda **(Landlord)**

(2) SOUTHSIDE HOLDING LTD. a local incorporated and registered in Bermuda with company number 52571 whose registered office is at 1 Mills Creek, Pembroke HM05, Bermuda **(Tenant)**

BACKGROUND

(A) The Landlord is the freehold owner of the Property.

(B) Pursuant to the terms of the Agreement, the Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Access Roads: the Western Access Road and any other road that the Landlord may designate for use by the Tenant from time to time.

Agreement: the agreement dated the [___] day of [_____]2026 made between the Landlord and the Tenant, whereby the parties agreed (inter-alia) to execute and complete this lease;

Annual Rent means:

(a) the aggregate rent of $250,000.00 in respect of the period of two years commencing from (and including) the Rent Commencement Date to (and including) the day immediately preceding the second anniversary of the Rent Commencement Date;

(b) rent at the rate of $100,000.00 per annum during the period of one year commencing from (and including) the second anniversary of the Rent Commencement Date to (and including) the day immediately preceding the third anniversary of the Rent Commencement Date;

(c) rent at a rate of $150,000.00 per annum for the period of two years commencing from (and including) the third anniversary of the Rent Commencement Date to (and including) the day immediately preceding the fifth anniversary of the Rent Commencement Date;

(d) rent at a rate of $300,000.00 per annum for the period of five years commencing from (and including) the fifth anniversary of the Rent Commencement Date to (and including) the day immediately preceding the tenth anniversary of the Rent Commencement Date;

(e) rent at a rate of $400,000.00 per annum for the period of ten years commencing from (and including) the tenth anniversary of the Rent Commencement Date to (and including) the day immediately preceding the nineteenth anniversary of the Rent Commencement Date; and

(f) from (and including) the nineteenth anniversary of the Rent Commencement and for the balance of the Contractual Term, rent at the rates determined in accordance with the terms of clause 5.

Authorised Person: any:

(a) undertenant or person deriving title under the Tenant;

(b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

(c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition;

BLMC Act: the Bermuda Land Management Corporation Act 1982.

Buildings: means the buildings and structures erected on the Property by the Tenant prior to the Commencement Day in accordance with the terms of the Agreement (or any of them), together with any additions thereto and any other buildings and structures that may be erected on the Property from time to time during the Contractual Term (or any of them).

Commencement Day: the [___] day of [_____] 20[___].

Contractual Term: a term of 66 years from (and including) the Commencement Day

CPI: the Bermuda Consumer Prices Index as published on *www.gov.bm* or if no figures are published or the Bermuda Government ceases to maintain the Bermuda Consumer Prices Index such other method for accounting for inflation in Bermuda as the Landlord and the Tenant may agree.

Excluded Insurance Items: any

(a) glass forming part of the Buildings; and

(b) of the tenant's fixtures that are installed by or for the Tenant or any undertenant or occupier of the Property and come to form part of the Property.

Group Company: a company which is a subsidiary company, a holding company or an affiliate within the meanings given to these terms in section 86 of the Companies Act 1981.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity

wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, malicious damage, and any other risks against which the Tenant decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the Bermuda dollar base rate from time to time of The Bank of N.T. Butterfield & Son Limited or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Landlord's Neighbouring Property: any property, freehold title to which is held by the Landlord that abuts the Property.

Land Tax: all land tax, rates and other taxes and assessments due or payable in respect of the Property.

LTA 1975: the Landlord and Tenant Act 1975.

LTRA: the Land Title Registration Act 2011 and the Land Title Registration Rules 2018.

LTRO: the Land Title and Registration Office.

Minister: the Minister responsible for the Bermuda Land Management Corporation pursuant to the BLMC Act.

Permitted Use: use as a warehouse distribution and storage facility for the importation, warehousing, storage and distribution of wholesale goods, retail use (including but not limited to use as a supermarket) and any other use that the Landlord may approve in writing (such approval not to be unreasonably withheld, conditioned or delayed).

Plan: the plan annexed to this lease and marked "Plan".

Property: the property comprising an area of approximately 297,540 square feet (or 6.83 acres) and more particularly described in Schedule 1.

Property Damage: damage to or destruction of the Buildings (excluding the Excluded Insurance Items) that makes the Buildings wholly or partially unfit for occupation and use.

Reinstatement Cost: the full cost of reinstatement of the Buildings (excluding the Excluded Insurance Items) taking into account any inflation in respect of building costs and also including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law.

Rent Commencement Date: the [___] day of [_____] 20[___].

Rent Deposit: $22,179.25.

Rent Payment Dates: the first day of every month.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Rights: the rights granted in paragraph 1 of Schedule 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term and any continuation of this lease.

Termination Date: the date on which this lease determines (however it determines).

Transaction: means the transactions specified in clauses 13 to 16 (inclusive), which shall include:

(a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it (including by way of a charge);

(b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the Bermuda insurance market on reasonable terms acceptable to the Tenant at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property) including but not limited to the following (which costs are charged at the Landlord's standard rate from time and may be amended by the Landlord (acting reasonably) following a change in its standard rate or rate by notice in writing to the Tenant):

(a) A water meter charge of $24.50 per month plus $21 per 1,000 gallons of water used at the Property; and

(b) A sewage charge of $25 per month.

Western Access Road: the roadway known as Stocks Road shown coloured [blue] on the Plan.

$: Bermuda dollars, being the lawful currency of the Islands of Bermuda.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any further deed, that operates to vary, supplement or replace this lease.

1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to:

(a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and

(b) the **Tenant** includes a reference to its successors in title and assigns.

1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.10 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

1.11 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 42.1; and

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 42.2; and

(c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:

(i) the Minister;

(ii) any other relevant person or body

where such consent or approval is required under the terms of the BLMC Act.

1.12 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.

1.13 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14 A reference to **writing** or **written** excludes fax.

1.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Bermuda.

1.17 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.19 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

2.1 The Landlord HEREBY DEMISES the Property to the Tenant:

(a) for the Contractual Term;

(b) as beneficial owner;

(c) together with the Rights; and

(d) excepting and reserving the Reservations.

2.2 The grant in clause 2.1 is made with the Tenant paying to the Landlord the following sums in accordance with the relevant terms of this lease:

(a) the Annual Rent;

(b) all interest payable under this lease; and

(c) all other sums payable under this lease;.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants, agreements and stipulations on the part of the Tenant (as tenant) contained in this

lease during the Term until the Tenant is expressly released from such covenants, agreements and stipulations.

4. Payment of Annual Rent

4.1 The Tenant must pay the Annual Rent due and owing in respect of the first two years of the Term in advance by way of a single payment in the sum of $250,000.00, which shall be paid on or before the Rent Commencement Date. From and including the second anniversary of the Rent Commencement Date, the Tenant must pay the Annual Rent by way of twelve equal instalment payments with each such instalment payment being paid in advance on or before each Rent Payment Date (apportioned as necessary for any part of a month).

4.2 The Tenant must pay the Rent Deposit to the Landlord on or before the Rent Commencement Date. The Landlord shall keep the Rent Deposit in a separate interest-bearing deposit account at one of the local banks and shall return the Rent Deposit together with any accrued interest to the Tenant upon the Termination Date, less (only):

(a) any amount deducted from the Rent Deposit in respect of a payment properly due to the Landlord under this lease, which has not been paid withing 21 days following its due date; and

(b) any amount properly due to the Landlord under this lease on the Termination Date.

4.3 The Tenant must pay all Utility Costs on each Rent Payment Date provided that:

(a) the Tenant shall only be liable to pay a metered charge for water if it has actually used metered water at the Property;

(b) the Tenant shall only be obliged to pay a sewage charge if the Property is connected to an operational sewerage line or sewerage main; and

(c) if all or any part of a Utility Cost is dependent on usage and the amount of that Utility Cost has not been determined on or before a Rent Payment Date the Tenant shall pay the amount of that Utility Cost on the next Rent Payment Date after it has been determined and notified in writing to the Tenant by the Landlord.

5. Rent Review

5.1 The amount of Annual Rent shall be reviewed in the following manner:

(a) the Annual Rent payable with effect from (and including) the nineteenth anniversary of the Rent Commencement Date shall be the rate of $400,000.00 per annum, plus a sum equal to the percentage increase in the CPI during the preceding ten year period and such increase shall be calculated in accordance with the following formula:

$$\frac{A - B}{} \times 100$$

B

where:
A = the most recent monthly CPI figure that is available before the nineteenth anniversary of the Rent Commencement Date; and

B = the CPI figure for the month of [_____. 202];

and no decrease in the CPI or any other factor shall operate to reduce the Annual Rent payable with effect from the nineteenth anniversary of the Rent Commencement Date below the said rate of $400,000.00.

(b) the Annual Rent payable with effect from (and including) the twenty-fourth anniversary of the Rent Commencement Date and on each fourth anniversary of the Rent Commencement Date thereafter (each a "review date") shall increase by a sum equal to the percentage increase in the CPI during the preceding five year period and such increase shall be calculated in accordance with the following formula:

$$\frac{A - B}{B} \times 100$$

where:
A = the most recent monthly CPI figure that is available before the relevant review date; and

B = the CPI figure for the month immediately preceding the prior review date;

and no decrease in the CPI or any other factor shall operate to reduce the Annual Rent payable with effect from any review date below the Annual Rent that was paid during the preceding five-year period

5.2 The Landlord shall determine the amount of the Annual Rent as soon as reasonably practicable following each review date and shall notify the Tenant in writing by way of an **Annual Rent Notice** of the amount of the Annual Rent so determined.

5.3 Following receipt of an Annual Rent Notice, the Tenant shall pay the Annual Rent at the rate and in the monthly amount specified in the Annual Rent Notice. The Tenant shall make up any underpayment of Annual Rent in the manner set out in an Annual Rent Notice.

5.4 Time shall not be of the essence for the purposes of this clause.

6. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

(a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

(b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

7. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Interest

8.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within ten working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

8.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

9. Land Tax

9.1 The Tenant shall pay all Land Tax (if any) in respect of the Property.

10. Utilities

10.1 The Tenant must pay all Utility Costs.

10.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

11. Costs

The Tenant must pay on demand the costs and expenses of the Landlord including any attorneys' or other professionals' costs and expenses (whether incurred before or

after the Termination Date) reasonably and properly incurred in connection with, or in contemplation of, any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice or taking any proceedings in connection with this lease under the LTA 1975 or taking any proceedings under the LTA 1975 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court); or

(c) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

Except as expressly permitted by clause 13, clause 14, clause 15 and clause 16, the Tenant must not enter into any Transaction in respect of the whole or part of either this lease or the Property.

13. Assignments

13.1 The Tenant shall not assign part only of this lease or the Property.

13.2 The Tenant shall not assign the whole of this lease without the prior written consent of the Landlord (such consent not to be unreasonably withheld, conditioned or delayed in the case of a responsible assignee who covenants to use the Property for the Permitted Use). As conditions to consenting to any assignment the Landlord may require a direct covenant from the intended assignee to observe, perform and assume the covenants, agreements and obligations on the part of the Tenant (as tenant) contained in this lease and the Landlord may also require that the intended assignee provide a suitable guarantor in respect of such covenants, agreements and obligations.

13.3 For the purpose of this clause 13 the term "assign" shall extend to and include any share transfer, merger, amalgamation or other transaction that results in a change of "control" in respect of the Tenant (within the meaning of section 86 of the Companies Act 1981).

14. Underletting

14.1 Save as set out in clause 14.2, the Tenant may not underlet the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld, conditioned or delayed in the case of an undertenant who covenants to use the Property, or the relevant part of it, for the Permitted Use)

14.2 The Landlord hereby consents to the Tenant underletting an area (or areas) comprising not more than 60,000 square feet (in aggregate) that form part of the Buildings provided the relevant part (or parts) of the Building may be used or adapted

for use as a supermarket (or other retail use) and occupied by any person or company (including a Group Company) entitled to own or operate a supermarket (or other retail) business.

15. Sharing Occupation

15.1 The Tenant may share occupation of any part or parts Property with one or more Group Companies for as long as each company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement unless this relationship is permitted by clause14.2.

16. Charging

The Tenant may charge the whole of this lease without the consent of the Landlord.

17. Notification and registration of dealings

17.1 Within one month of any Transaction, the Tenant must:

(a) deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord; and

(b) pay the Landlord a registration fee of $750.

17.2 In respect of every Transaction that is registrable at the LTRO, the Tenant must:

(a) apply to register a Transaction promptly following completion of that Transaction;

(b) respond promptly and properly to any requisitions raised by the LTRO in connection with an application to register a Transaction; and

(c) send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of clause 17.2, any obligation on the Tenant to do something includes an obligation to use reasonable endeavours to procure that the thing is done.

17.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

18. Repair

18.1 The Tenant must:

(a) keep the Buildings in good and substantial repair and condition (fair wear and tear excepted) during the Contractual Term;

(b) ensure that any Service Media forming part of the Property is kept in good working order;

(c) keep the Property clean, tidy and clear of rubbish; and

(d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

19. Decoration

The Tenant must:

(a) decorate the exterior and interior of the Buildings as often as is reasonably necessary but not in the last three years of the Contractual Term; and

(b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Buildings and the Permitted Use.

20. Alterations

20.1 Except as permitted by this clause 20, the Tenant must not make any:

(a) alteration or addition to the Property; or

(b) opening in any boundary of the Property.

20.2 The Tenant may make non-structural alterations to the Buildings without the consent of the Landlord.

20.3 The Tenant may carry out alterations that relate to the structural elements of the Buildings provided that:

(a) those alterations are reasonably required in connection with any works permitted under this clause 20;

(b) those alterations do not adversely impact on the structural integrity of the Buildings; and

(c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

20.4 With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:

(a) make structural alterations to the Buildings;

(b) install any Service Media at the Property; or

(c) alter the route of any Service Media at the Property.

21. Signs

21.1 The Tenant must not:

(a) display any Signs inside the Buildings that are visible from the outside; or

(b) attach any Signs to the exterior of the Buildings;

except Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

21.2 The Tenant must allow the Landlord to fix to and keep at the Property during the six-month period before the Termination Date, any re-letting board as the Landlord reasonably requires.

22. Returning the Property to the Landlord

22.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and with the Buildings in a condition that is consistent with the covenants on the part Tenant herein contained (fair wear and tear excepted).

22.2 Subject to clause 22.1, the Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Buildings; and

(ii) any Signs erected by the Tenant at the Property; and

(b) make good any damage caused to the Property by the removal of those items.

22.3 If the Landlord gives notice to the Tenant no later than six months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 22.2(a)(i) and clause 22.2(a)(ii) shall not be removed pursuant to clause 22.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

22.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

22.5 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

23. Use

23.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

23.2 The Tenant must not:

(a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;

(b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

(c) overload any part of the Property nor overload or block any Service Media at or serving the Property;

(d) allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;

(e) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property other than items sold (retail or wholesale) in Bermuda;

(f) (except as permitted by clause 20.4) interfere with any Service Media at the Property;

(g) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

(h) allow any person to sleep at or reside on the Property.

24. Provision of information on change of use

24.1 The Tenant must answer in writing, as soon as reasonably practicable, any written questions that the Landlord reasonably raises in respect of the use or uses to which the Property, or any part of it, is put.

25. Exercise of the Rights

The Tenant must exercise the Rights:

(a) only in connection with the Tenant's use of the Property for the Permitted Use (or any other use authorized by the Landlord in writing); and

(b) in compliance with all laws relating to the Tenant's use of the Property and any other neighbouring or adjoining property pursuant to the Rights.

26. Allow entry

26.1 The Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

(a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

(b) at any reasonable time (which must be during usual business hours); and

(c) with their workers, contractors, agents and professional advisers.

27. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

(a) hold a full set of keys for the Property;

(b) hold all the access codes for the Tenant's security systems (if any) at the Property; and

(c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

28. Compliance with laws

28.1 The Tenant must comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

(c) any works carried out at the Property;

(d) all materials kept at or disposed of from the Property;

(e) the operation of controlled plant (as defined in the Clean Air Act 1991) at the Property;

(f) the presence on or use at the property of fuel storage tanks with a capacity of 200 US gallons or more;

(g) the limits and restrictions on the use of the Property due to the proximity of the Property to the L.F. Wade International Airport.

28.2 As soon as reasonably practicable after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:

(a) send a copy of the relevant document to the Landlord; and

(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

28.3 The Tenant must not:

(a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be withheld where the application relates to works or a change of use permitted under this lease); or

(b) unless in respect of any planning permission or the Property granted pursuant to a planning application permitted by clause 28.3(a), implement

any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

28.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

28.5 The Tenant must keep:

(a) the Buildings equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Buildings or reasonably required by the Landlord; and

(b) that machinery, equipment and alarms properly maintained and available for inspection.

29. Registration of this lease

29.1 The Tenant must:

(a) apply to register this lease at LTRO promptly and in any event within two months following the grant of this lease;

(b) ensure that any requisitions raised by the LTRO in connection with its application to register this lease at the LTRO are responded to promptly and properly; and

(c) send the Landlord official copies of its title within one month of completion of the registration.

30. Closure of registered title and removal of entries in relation to this lease and easements granted by this lease

30.1 The Tenant must make an application to the LTRO to close the registered title of this lease and remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.

30.2 The Tenant must:

(a) ensure that any requisitions raised by the LTRO in connection with its application to the LTRO pursuant to clause 30.1 are responded to promptly and properly; and

(b) keep the Landlord informed of the progress and completion of that application.

31. Encroachments and preservation of rights

31.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

31.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

31.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

32. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any attorneys' or other professionals' costs and expenses), claims, damages and losses reasonably and properly suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any tenant covenants in this lease;

(b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

(c) any act or omission of the Tenant or any Authorised Person.

33. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

34. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

35. Access Roads

35.1 The Landlord covenants with the Tenant that the Landlord shall during the Term at its own costs and expense repair and maintain the Access Roads and ensure that the Access Roads are kept free of obstructions and capable of being used by the Tenant and all persons authorised by the Tenant.

36. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.1 of Schedule 3, the Landlord must:

(a) except in case of emergency (when no notice shall be required), give reasonable notice of its intention to exercise that right to the Tenant;

(b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

(d) cause as little inconvenience as reasonably possible to the Tenant; and

(e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

37. Re-entry and forfeiture

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

(a) the whole or any part of the Annual Rent or any other sum payable by the Tenant in accordance with the terms of this lease remains unpaid for more than 21 days after becoming payable (whether it has been formally demanded or not); or

(b) a breach of any covenant, agreement, stipulation on the part of the Tenant contained in this lease which the Tenant fails to remedy within a reasonable period of receiving notice in writing from the Landlord of the breach.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

38. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

39. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

40. Breach of repair and maintenance obligation

40.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

40.2 Following the service of a notice pursuant to clause 40.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

40.3 The costs reasonably and properly incurred by the Landlord in carrying out any works pursuant to clause 40.2 (and any professional fees in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

40.4 Any action taken by the Landlord pursuant to this clause 40 shall be without prejudice to the Landlord's other rights (including those under clause 37).

41. Notices

41.1 Any notice given under or in connection with this lease shall be in writing and given:

(a) by hand:

(i) if the party is a company incorporated in Bermuda, at that party's registered office address;

(ii) if the party is a company not incorporated in Bermuda, at that party's principal place of business in Bermuda; or

(iii) in any other case, at that party's last known place of abode or business in Bermuda; or

(b) by pre-paid post:

(i) if the party is a company incorporated in Bermuda, at that party's registered office address;

(ii) if the party is a company not incorporated in Bermuda, at that party's principal place of business in Bermuda; or

(iii) in any other case, at that party's last known place of abode or business in Bermuda; or

(c) by electronic communication to the Landlord at: *BD@blmc.bm* and to the Tenant at *wbrown@bga.bm* with a copy to simon.benedek@kennedyslaw.com.

41.2 If a notice complies with the criteria in clause 41.1, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

(b) sent by pre-paid post, on the tenth working day after posting; or

(c) sent by electronic communication, immediately after transmission.

41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. Consents and approvals

42.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given in writing and signed by the Landlord or a person duly authorised on its behalf;

42.2 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord

42.3 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

43. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

44. Entire agreement

44.1 This lease and the documents annexed to it constitute the entire agreement between the parties and supersede and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to their subject matter.

44.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently.

44.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

45. Contracts (Rights of Third Parties) Act 2016

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 2016 to enforce any term of this lease.

46. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Bermuda.

47. Jurisdiction

Each party irrevocably agrees that the Supreme Court of Bermuda shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The land and buildings known as Ship's Wharf (also known as Marginal Wharf), St. David's Road, St. George's, Bermuda and shown edged red on the Plan.

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:

1.1 The right to support and protection for the Property from the Landlord's Neighbouring Property to the extent that the Landlord's Neighbouring Property provides support and protection to the Property at the date of this lease.

1.2 The right to enter the Landlord's Neighbouring Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.

1.3 The right for the Tenant and those persons authorised by the Tenant, in common with the Landlord and other persons having the same or similar right, to pass with or without vehicles over and along the Access Roads to and from the public highway known as St. David's Road at all times for all purposes in connection with the Tenant's use of the Property.

1.4 The right for the Tenant to connect into any Service Media at or under the Access Roads and/or St David's Road which are in existence at the date of this lease or are installed or constructed during the Term, provided that the Landlord may, at its discretion and at any time, re-route or replace any such Service Media and this right shall then apply in relation to the Service Media as rerouted or replaced.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:

1.1 Subject to the Landlord complying with clause 36, the right to enter the Property: for any other purpose mentioned in or connected with:

(a) this lease;

(b) the Reservations; or

(c) the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.2 The right to:

(a) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and

(b) re-route and replace any Service Media referred to in this paragraph provided the Tenant's use of the Property is not adversely affected.

1.3 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property as the Landlord may think fit.

2. The Reservations:

(a) are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

(b) may be exercised by:

(i) the Landlord;

(ii) anyone else who is or becomes entitled to exercise them.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

(a) physical damage to the Property.

(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Insurance

1. Tenant's obligation to insure

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Tenant must insure (and keep insured):

(a) the Buildings on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost; and

(b) loss of Annual Rent from the Property for the Landlord's benefit for three years.

1.2 The Tenant shall not be obliged to insure:

(a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items.

(b) any alterations to the Buildings that form part of the Property unless:

(i) those alterations are permitted or required under this lease;

(ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; or

(c) the Buildings when the insurance is vitiated by any act or omission of the Landlord.

1.3 The Tenant's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Tenant to provide insurance details

In relation to any insurance effected by the Tenant under this Schedule, the Tenant must:

(a) at the request of the Landlord (such request not to be made more frequently than once in any calendar year) supply the Landlord with:

(i) full details of the insurance policy; and

(ii) evidence of payment of the current year's premiums;

(b) procure that the Landlord is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant becoming aware of the change; and

(c) use reasonable endeavours to procure that the Tenant's insurer:

(i) waives its rights of subrogation against the Landlord and any lawful undertenants or occupiers of the Property;

(ii) includes in the insurance policy a non-invalidation provision in respect of any act or default of the Tenant; and

(iii) permits the interest of the Landlord to be noted on the policy of insurance either specifically or by way of a general noting of interests under the conditions of the insurance policy.

3. Tenant's obligations

3.1 The Tenant must:

(a) inform the Landlord as soon as reasonably practicable if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter has notified the Tenant in writing as being material in deciding whether or on what terms to insure or to continue to insure the Buildings;

(b) not do or omit to do anything as a result of which:

(i) any insurance policy for the Buildings may become void or voidable or otherwise prejudiced; or

(ii) the payment of any policy money may be withheld;

(c) comply at all times with the requirements and recommendations of the insurers relating to the Property where written details of those requirements or recommendations have first been given to the Tenant;

(d) give the Landlord as soon as reasonably practicable notice of the occurrence of:

(i) any damage or loss relating to the Buildings arising from an Insured Risk; or

(ii) any other event that might affect any insurance policy relating to the Buildings;

(e) insure (and keep insured) against public liability of the Tenant in relation to the Property in a sum of not less than $3,000,000.00 per event and, at the request of the Landlord, supply the Landlord with:

(i) full details of that insurance policy; and

(ii) evidence of payment of the current year's premiums.

4. Rent suspension

4.1 Subject to paragraph 4.2 of this Schedule, if any Property Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended and the proceeds of the loss of rent insurance procured in accordance with paragraph 1.1(b) of this Schedule shall be paid to the Landlord until the earlier of:

(a) the date on which the Property has been reinstated so that it is fit for occupation and use; and

(b) the date upon which the proceeds of the loss of rent insurance are depleted.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule and the proceeds of the loss of rent insurance shall not be applied toward the Annual Rent if the Property Damage is caused by:

(a) an Insured Risk and the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant; and

(b) an Uninsured Risk and the Property Damage was Tenant Damage.

5. Tenant's obligation to reinstate following damage or destruction by an Insured Risk

5.1 Following any damage to or destruction of the Buildings by an Insured Risk or Uninsured Risk that occurs not less than ten (10) years before the expiration of the Contractual Term, the Tenant must:

(a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Tenant to reinstate the Buildings; and

(b) reinstate the Buildings except that the Tenant shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained; or

(ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided.

5.2 If the Tenant is obliged to reinstate the Buildings pursuant to paragraph 5.1(b) of this Schedule, the Tenant must:

(a) use all insurance money received (other than for loss of rent) for the purposes of that reinstatement; and

(b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk

If Property Damage by an Insured Risk occurs during the last 10 years of the Contractual Term and the Tenant considers that it is impossible or impractical to reinstate the Buildings, the Tenant may terminate this lease by giving notice to the Landlord within six months from and including the date on which that Property Damage occurred and the terms of paragraph 9 shall apply.

7. Property Damage by an Uninsured Risk

7.1 If paragraph 4.1 applies and Property Damage has been caused by an Uninsured Risk, then, within 6 months from and including the date on which that Property Damage occurred, the Tenant must either:

(a) terminate this leave by giving notice to the Landlord without reinstating the Property in which event the terms of paragraph 9 of this Schedule shall apply; or

(b) reinstate the Property at its own cost and the terms of paragraph 5.1 shall apply (mutatis mutandis).

7.2 If the Tenant notifies the Landlord under paragraph 7.1(b) that it intends to reinstate the Property, then the Tenant must use:

(a) reasonable endeavours to obtain all necessary planning and other consents to enable the Tenant to reinstate the Property; and

(b) its own monies to reinstate the Property but the Tenant shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained; or

(ii) provide accommodate of facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided.

8. Termination if reinstatement not complete by expiry of rent suspension

If Property Damage by an Insured Risk or an Uninsured Risk (where the Tenant has elected to reinstate under paragraph 7.1(b) of this Schedule) occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, then either the Landlord or the Tenant may at any time thereafter terminate this lease by giving notice to the other.

9. Consequences of termination

If this lease is terminated in accordance with this Schedule:

(a) it shall terminate with immediate effect from the date of the notice;

(b) neither party shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease;

(c) any proceeds of the insurance for the Buildings shall be paid to the Landlord; and

(d) any proceeds of insurance relating to the Tenant's fixtures and fittings, contents, equipment and inventory shall be paid to the Tenant.

Executed as deed by BERMUDA LAND MANAGEMENT CORPORATION acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

.....

Director

.....

Director OR Secretary

Executed as deed by SOUTHSIDE HOLDING LTD. acting two directors or a director and its secretary

.....

Director

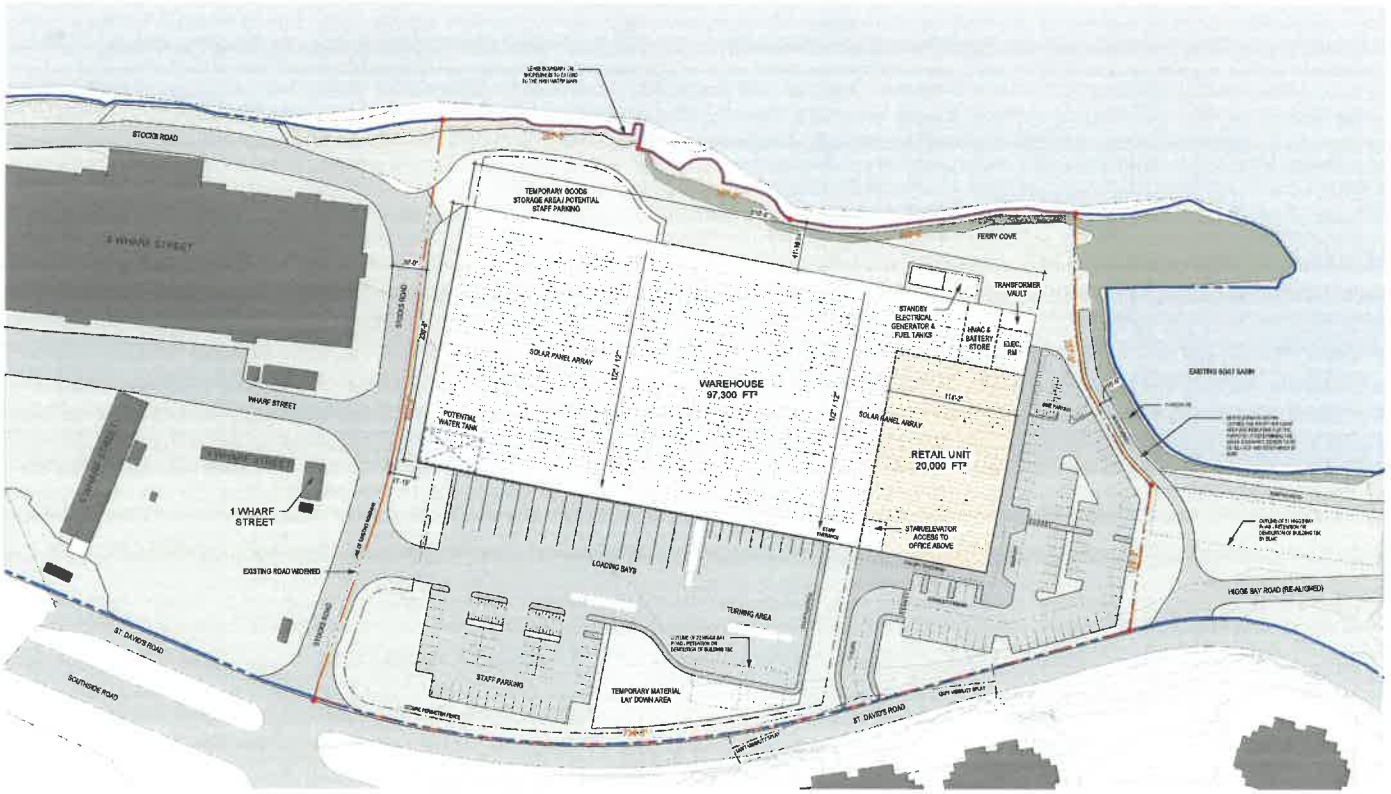
.....

Director OR Secretary

This lease is exempt from stamp duty pursuant to section 4 of the Stamp Duties Act 1976 since Bermuda Land Management Corporation is an agent of the Crown pursuant to section 3(5) of the Bermuda Land Management Corporation Act 1982

DRAFT

the "Plan"



SITE PLAN KEY

- PARCEL BOUNDARY (MARGINAL WHARF)
- SITE BOUNDARY (LEASE AREA)
- SETBACK LINE
- RETAIL UNIT
- ROAD SURFACE
- GRAVEL AREA (PERMEABLE)
- SOFT LANDSCAPING
- VEGETATION

NOTES

Site levels, building locations and heights are approximate based on ordinance survey information. Drawings have been prepared for the purposes of an in-principle planning application in order to enable a lease agreement. Topographical surveys will be carried out as required for further detailed design proposals.

Proposals are for the purpose of outlining the proposed site use and building massing/massing. Detailed proposals for the building design will be provided for DAP1 application purposes.

Areas shown outside the lease area including new roadways are indicative for the purpose of determining the lease boundary and are subject to further design by BLMC.

N

0 25' 50' 100'

SCALE: 1" = 50'-0"

1 00 SITE PLAN - PROPOSED
SCALE: 1" = 50'-0"

OBMI
Woodbourne Hall,
1 Gorham Road
Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

OWNER:

CONSULTANTS

SUBMITTAL & ISSUE.
BE25021.100

Rev	Description	Date

GENERAL NOTES
1.THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE THE ARCHITECT. OBMI LIMITED AND THE REPRODUCTION IN WHOLE OR IN PART IS PROHIBITED WITHOUT PRIOR WRITTEN CONSENT OF OBMI LIMITED.

2.THE CONTRACTOR IS TO CHECK AND VERIFY ALL LEVELS DATUM AND DIMENSIONS AND REPORT ANY DISCREPANCY OR OMISSIONS TO THE ARCHITECT, PRIOR TO CONSTRUCTION.

3.DRAWINGS ARE NOT TO BE SCALED

4.THE ARCHITECT IS NOT RESPONSIBLE FOR DIMENSIONS OF THE SITE PLAN UNLESS THEY ARE TAKEN DIRECTLY FROM A REGISTERED BOUNDARY SURVEY CARRIED OUT BY A LICENSED LAND SURVEYOR.

5.THIS DRAWING IS TO BE READ IN CONJUNCTION WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND / OR OTHER CONSULTANT'S DOCUMENTATION THAT IS APPLICABLE TO THE PROJECT.

PROJECT.
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
PROPOSED SITE PLAN

12/03/2026 10:44:27

DRAWN BY:	OBMI PROJECT #:
RB	BE25021.100
CHECKED BY:	SCALE:
CDC	As Indicated

PAGE NUMBER: A-005 REV:

the "Tenant's In Principle Building Documents"

MARGINAL WHARF WAREHOUSE & RETAIL UNIT

OBMI

General Notes

1. DO NOT SCALE DRAWINGS
2. DIMENSIONS ARE GIVEN IN IMPERIAL MEASURE.
3. "FIELD VERIFY" DENOTES JOB SITE MEASURE REQUIRED.
4. "CLR" DENOTES CRITICAL CLEAR DIMENSION.
5. CONTRACTOR IS RESPONSIBLE FOR ALL FIELD MEASUREMENTS AND DIMENSIONS, AND MUST REPORT ALL DISCREPANCIES TO OBMI LTD. PRIOR TO COMMENCING WORK.
6. ALL WORK IS TO BE CARRIED OUT ACCORDING TO ALL RELEVANT CODES AND STANDARDS, AND AS PER ANY SPECIFICATIONS AND DETAILS ISSUED BY OBMI LTD., IN THESE DRAWINGS.
7. ALL MATERIALS TO BE NEW, UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO OBTAIN ALL NECESSARY INSPECTIONS UNLESS NOTED OTHERWISE.
9. WHEREVER THE WORDS "PROVIDE" OR "SUPPLY AND INSTALL" ARE USED, IT SHALL BE UNDERSTOOD TO MEAN "PROVIDE AND INSTALL INCLUSIVE OF ALL LABOUR, MATERIALS, INSTALLATION, TESTING AND CONNECTIONS FOR THE ITEM/ITEMS WHICH IT REFERENCES.
10. CONTRACTOR TO PROVIDE PROTECTION FOR ALL EXISTING SYSTEMS AND FINISHES AND WORK DONE TO DATE AND MAKE GOOD ANY DAMAGES OCCURRING DURING CONSTRUCTION.
11. TRADES TO REMOVE ALL DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION. COORDINATE REMOVAL WITH OWNER ON A DAILY BASIS FOR THE DURATION OF THE WORK.
12. UPON COMPLETION OF THE WORK, ALL TOOLS, SURPLUS MATERIALS AND WASTE MATERIALS SHALL BE REMOVED. PROVIDE CLEAN UP AND LEAVE THE PREMISES IN CLEAN CONDITIONS.
13. TRADES TO EXAMINE EXISTING CONDITION ON SITE AFFECTING THE WORK OF THIS PROJECT. NO CLAIM FROM PAYMENT SHALL BE MADE FOR EXTRA WORK MADE NECESSARY BY CIRCUMSTANCES ENCOUNTERED DUE TO CONDITIONS WHICH WERE VISIBLE UPON OR REASONABLY INFERABLE FROM AN EXAMINATION OF SITE PRIOR TO SUBMISSION OF THE QUOTE. THIS INCLUDES BUT NOT LIMITED TO SERVICES ABOVE THE CEILING.
14. ALL TRADES SHALL COOPERATE TO FACILITATE SPEEDY EXECUTION OF WORK. WHILE SUBCONTRACTOR'S ARE COMPLETING WORK, THEY SHALL PROTECT ALL WORK AND MATERIALS OF OTHER TRADES.
15. CONTRACTOR SHALL REMOVE EXISTING EQUIPMENT AND FINISHES NOT REQUIRED FOR THIS PROJECT.
16. CONTRACTOR TO RETAIN ALL LEFTOVER FINISHES AND TURN THEM OVER TO OWNER AT COMPLETION OF WORK.
17. ALL MATERIALS TO BE DELIVERED AND STORED IN ORIGINAL PACKING IN A DRY PROTECTED AREA AND AS PER MANUFACTURER'S INSTRUCTIONS. DELIVERY AND STORAGE DETAILS TO BE CONFIRMED WITH OWNER.
18. CONTROL SAMPLES, AS REQUESTED, TO BE PROVIDED TO DESIGNER FOR APPROVAL PRIOR TO INSTALLATION AND/OR FABRICATION.
19. REPRODUCIBLE SHOP DRAWINGS, AS REQUESTED, TO BE PROVIDED BY DESIGNER'S REVIEW PRIOR TO START OF FABRICATION. DESIGNER WILL REVIEW AND TURN AROUND AS SOON AS POSSIBLE.
20. MATCH EXISTING TYPE OF CONSTRUCTION, FINISHING, AS REQUIRED TO PATCH OR EXTEND EXISTING WORK, UNLESS OTHERWISE NOTED. CONTRACTOR TO DETERMINE EXISTING SPECIFICATIONS BY INSPECTION.
21. ALL NEW BLOCKWORK TO BE TOOTHED INTO EXISTING.
22. ALL SHORING AND/OR UNDER-PINNING REQUIRED DURING DEMOLITION AND CONSTRUCTION WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY.
23. CONTRACTOR TO REPAIR ANY DEFECTS (STRUCTURAL OR OTHERWISE) IN ALL SLABS, STAIRWAYS AND WALLS BEFORE INSTALLING FINISHES.
24. REFER TO STRUCTURAL ENGINEER INFORMATION FOR ALL NEW LINTELS FOR DOORS AND WINDOWS
25. UNLESS OTHERWISE NOTED ALL INTERIOR AND EXTERIOR WALLS TO BE CHIPPED AND RENDERED AFTER ALL WINDOWS, PLUMBING PIPES, CONDUIT, ETC. HAVE BEEN INSTALLED.

Contractor Responsibilities

1. CONTRACTOR SHALL REVIEW THESE PLANS THOROUGHLY, MAKE A DETAILED SITE VISIT, AND SHALL IMMEDIATELY BRING ANY INCONSISTENCY, SITE LAYOUT PROBLEM, OR ANY OTHER REQUEST FOR CLARIFICATION TO THE AGENT FOR RESOLUTION PRIOR TO THE DELIVERY OF ANY BID. FAILURE TO DO SO SHALL CAUSE THE CONTRACTOR TO BE INELIGIBLE FOR EXTRAS RELATING TO SUCH MATTERS.
2. CONTRACTOR SHALL SUBMIT REPRODUCIBLE SHOP DRAWINGS TO AGENT FOR OWNER'S, ARCHITECT'S, AND ENGINEER'S APPROVAL.
3. CONTRACTOR SHALL CO-ORDINATE WITH ALL TRADES TO PROVIDE COMPLETE WORKING SYSTEMS.
4. DRAWINGS OF EXISTING FACILITIES ARE, IN GENERAL, DIAGRAMMATIC. EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR FROM FIELD MEASUREMENTS TAKEN BY CONTRACTOR'S PERSONNEL. ACTUAL ARRANGEMENT OF THE WORK SHALL FOLLOW LOCATIONS SHOWN ON THE DRAWINGS WITHIN THE CONSTRAINTS OF EXISTING EQUIPMENT AND CONSTRUCTION. DIMENSIONS SHALL GOVERN THESE DRAWINGS AND THEY ARE NOT TO BE SCALED. DRAWING AND NOTES TO DRAWINGS ARE CORRELATIVE AND HAVE EQUAL AUTHORITY AND PRIORITY. SHOULD THERE BE DISCREPANCIES IN THEMSELVES OR BETWEEN THEM, CONTRACTOR SHALL BASE BID PRICING ON THE MOST EXPENSIVE COMBINATION OF QUALITY AND/OR QUANTITY OF THE WORK INDICATED. IN THE EVENT OF DISCREPANCIES, THE APPROPRIATE METHOD OF PERFORMING THE WORK AND/OR ITEMS TO BE INCORPORATED INTO THE SCOPE OF THE WORK SHALL BE DETERMINED BY THE ARCHITECT OR ENGINEER.
5. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY, ACTIONS AND CONDUCT OF HIS EMPLOYEES AND HIS SUBCONTRACTORS' EMPLOYEES WHILE IN THE PROJECT AREA, ADJACENT AREAS AND IN THE BUILDING AND ITS VICINITY.

BE25021.100
Sept 07, 2026

Project Data

ADDRESS: MARGINAL WHARF (SHIPS WHARF), ST. DAVID'S ROAD, ST. GEORGE'S, GD03

PARCEL ID: 23336

ZONING: MIXED USE

TOTAL APPLICATION AREA (INCLUDES ADDITIONAL AREA OUTSIDE LEASE BOUNDARY): 5.19 ACRES / 303,986 FT²

TOTAL SITE AREA (WITHIN PROPOSED LEASE BOUNDARY): 4.8 ACRES / 297,540 FT²

PROPOSED SITE COVERAGE: 134,349 FT²

SITE COVERAGE PERCENTAGE: 41.7%

PROPOSED SITE HARD SURFACING: 238,858 FT²

IMPERVIOUS SURFACE PERCENTAGE: 80.2%

ROOF AREA: 134,349 FT²

Location Plan



9/29/2025

1:5,000

0 0.04 0.07 0.14 mi
0 0.05 0.1 0.2 km

Esri Community Maps Contributors, Maxar, Earthstar Geographics, and the GIS User Community

Project Team - Consultants

OWNER	ARCHITECTURE / INTERIORS
Name Address Address	**OBMI Ltd.** Richard Bowman Woodbourne Hall, T 441.278.3550 1 Corham Road, E rbowman@obmibermuda.com Hamilton HM 08, Bermuda Colin Campbell www.obmibermuda.com E ccampbell@obmibermuda.com T 441.278.3550
STRUCTURAL ENGINEER	**GENERAL CONTRACTOR**
Company Address Address website Telephone Email	**Company** Address Address website Telephone Email
MECHANICAL AND PLUMBING ENGINEER	**ELECTRICAL ENGINEER**
Company Address Address website Telephone Email	**Company** Address Address website Telephone Email

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SUBMITTAL & ISSUE
BE25021.100

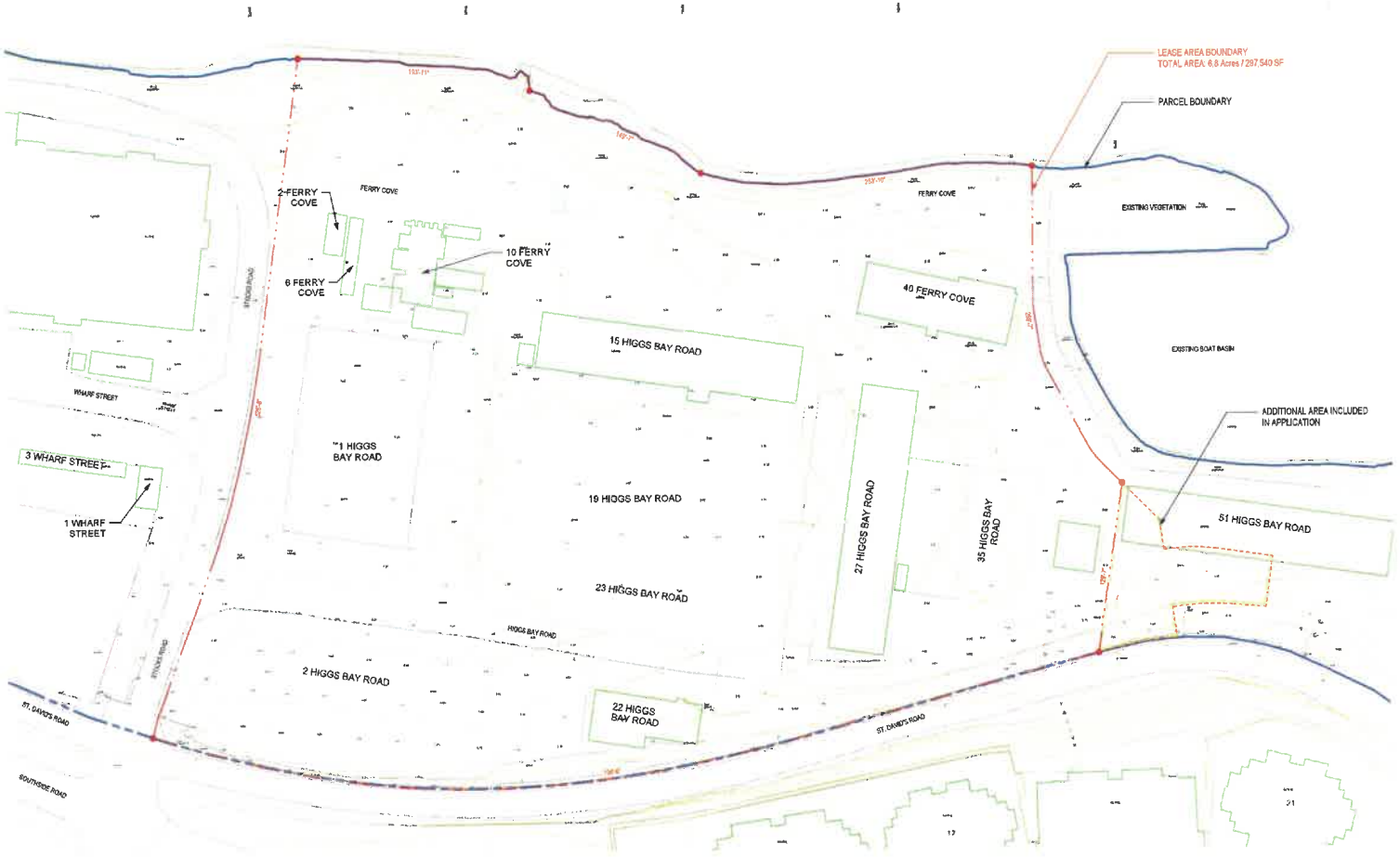
No.	Description	Date
	Planning application	08.09.2026

PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
COVER SHEET

DRAWN BY:	OBMI PROJECT #
RB	BE25021.100
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CC	12" = 1'-0"

PAGE NUMBER
A-000



SURVEY KEY

PARCEL BOUNDARY (MARGINAL WHARF)

SITE BOUNDARY (LEASE AREA)

ADDITIONAL AREA INCLUDED IN APPLICATION (EXCLUDED FROM LEASE AREA)

NOTES

Site levels, building locations and heights are based on survey information provided by the Department of Public Lands and Buildings.

Drawings have been prepared for the purposes of an in-principle planning application. Further surveys will be carried out as required for detailed design proposals.

N

0 20' 40' 80'

SCALE: 1" = 40'-0"

1 SITE SURVEY PLAN

SCALE: 1" = 40'-0"

Survey provided on 20.04.2026 by Sean Patterson, Senior Land Surveyor, Department of Public Lands and Buildings, Government of Bermuda

OBMI
Woodbourne Hall,
1 Gorham Road
Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

OWNER:

CONSULTANTS:

SUBMITTAL & ISSUE
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Rev.	Description	Date
-	In-principle planning application	09.06.2026

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PROJECT:
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

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SURVEY PLAN

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CDC	As indicated

PAGE NUMBER: A-003 REV: -



1 SITE PLAN - EXISTING & DEMOLITION
SCALE: 1" = 40'-0"

SITE PLAN KEY

- PARCEL BOUNDARY (MARGINAL WHARF)
- SITE BOUNDARY (LEASE AREA)
- ADDITIONAL AREA INCLUDED IN APPLICATION (EXCLUDED FROM LEASE AREA)
- DEMOLISHED STRUCTURE

NOTES

This drawing is for information only and is not included for the purposes of approving demolition works. A separate demolition permit application will be submitted to cover the proposed demolition of the site.

Existing roadways and hard surfacing are proposed to be demolished or re-surfaced to suit proposed site layout. Refer to proposed site plan for further details.

Site levels, building locations and heights are based on survey information provided by the Department of Public Lands and Buildings.

Drawings have been prepared for the purposes of an in-principle planning application. Further surveys will be carried out as required for detailed design proposals.

N

0 20 40 80
SCALE: 1" = 40'-0"

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Woodbourne Hall,
1 Gorham Road
Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

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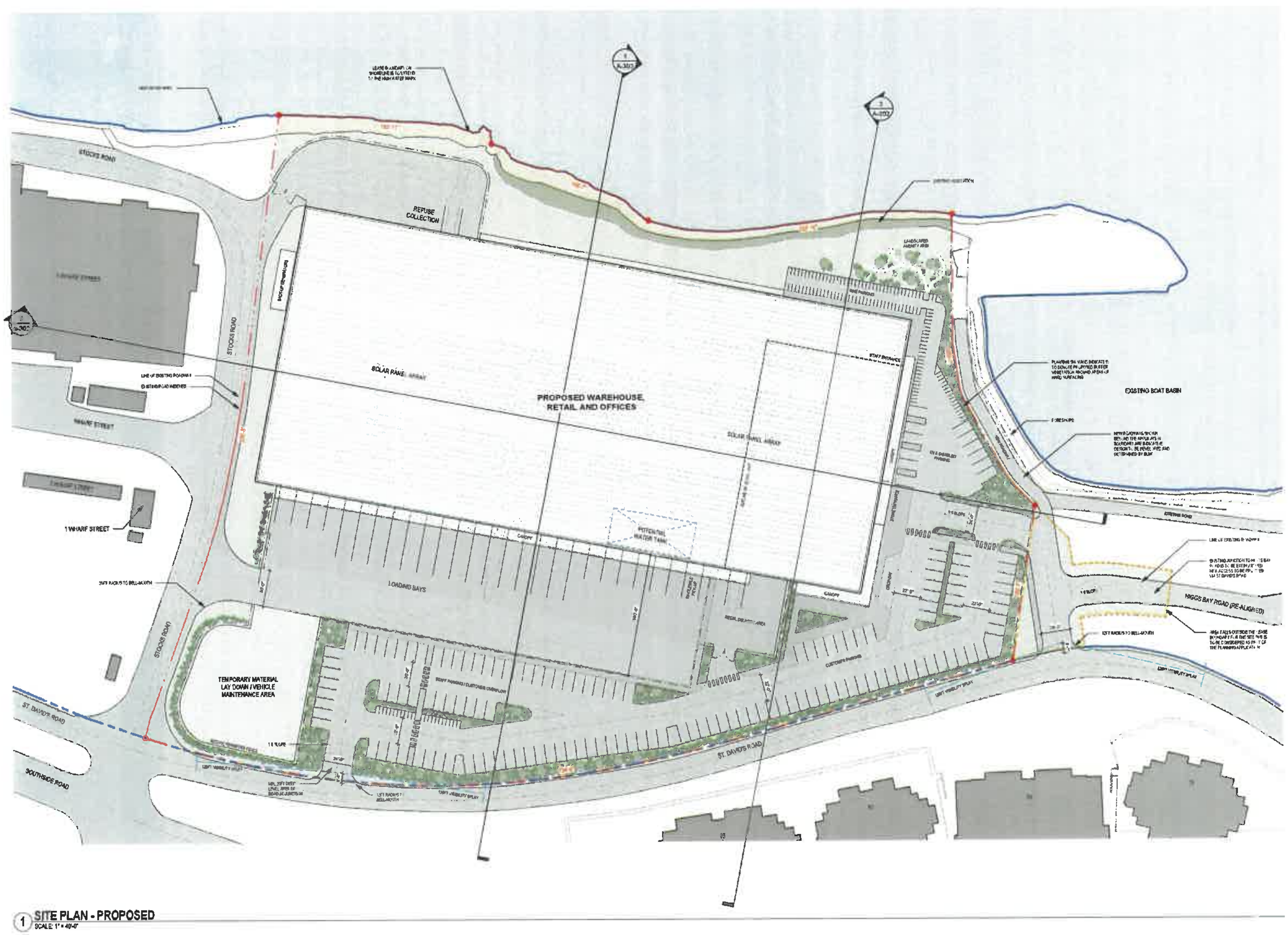
PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
SITE PLAN - EXISTING AND DEMOLITION

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DRAWN BY	OBMI PROJECT #
RB	BE25021.100
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CDC	As indicated

PAGE NUMBER: A-004
REV: -



1 SITE PLAN - PROPOSED
SCALE: 1" = 40'-0"

SITE PLAN KEY

- PARCEL BOUNDARY (MARGINAL WHARF)
- SITE BOUNDARY (LEASE AREA)
- ADDITIONAL AREA INCLUDED IN APPLICATION (EXCLUDED FROM LEASE AREA)
- SETBACK LINE
- SECURE FENCING
- ROAD SURFACE
- GRAVEL AREA (PERMEABLE)
- SOFT LANDSCAPING
- VEGETATION

NOTES:

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Drawings have been prepared for the purposes of an in-principle planning application. Further surveys will be carried out as required for detailed design proposals.

Proposals are for the purpose of outlining the proposed site use, building arrangement, scale, site access and parking provision. Detailed proposals for the building design and landscaping will be provided for DAP1 application purposes.

Areas shown outside the application area including new roadways are indicative and are subject to further design by BLMC.

PARKING PROVISION

Proposed Parking Numbers:

Car Parking Spaces	Cycle Parking Spaces	Parking Spaces for the Disabled
149*	142	6

* Includes 6 spaces for disabled persons.

0 20' 40' 80'
SCALE: 1" = 40'-0"

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Woodbourne Hall,
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Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

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-	in-principle planning application	08.28.2026

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PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
PROPOSED SITE PLAN

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A-005	-



1 SITE PLAN - PROPOSED LEVELS
SCALE: 1" = 40'-0"

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Woodbourne Hall,
1 Gorham Road
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T 441.278.3550
F 441.292.1687

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Rev.	Description	Date
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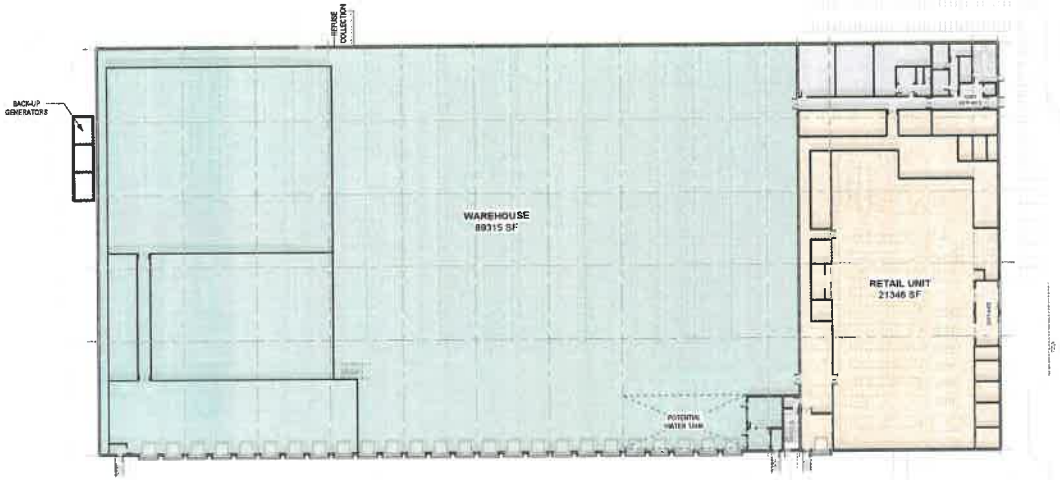
PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
PROPOSED SITE LEVELS

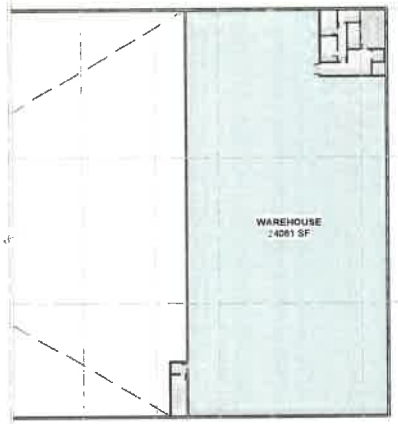
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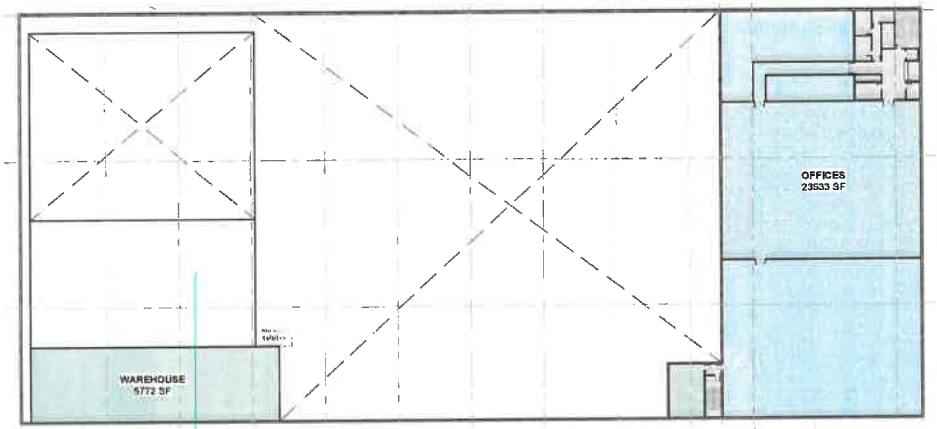
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1 GROUND FLOOR LEVEL
SCALE: 1/32" = 1'-0"



3 THIRD FLOOR LEVEL
SCALE: 1/32" = 1'-0"



2 SECOND FLOOR LEVEL
SCALE: 1/32" = 1'-0"

KEY

- WAREHOUSE
- OFFICE
- RETAIL
- ANCILLIARY SPACES

NOTES:

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Internal layouts shown are indicative and subject to further design development.

N

0 16'-0" 32'-0" 64'-0"
SCALE: 1/32" = 1'-0"

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Woodbourne Hall,
1 Gotham Road
Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

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Rev	Description	Date
-	Preliminary planning submission	06.09.2026

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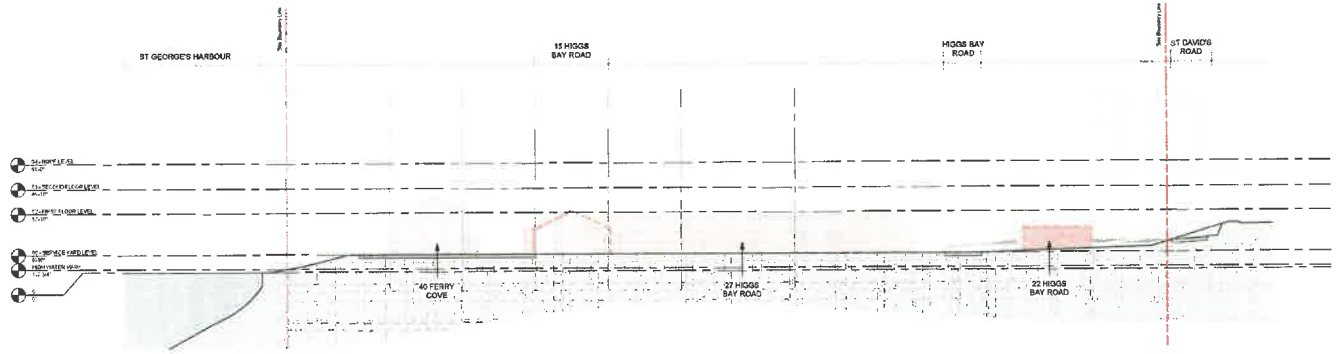
PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
PROPOSED FLOOR PLANS

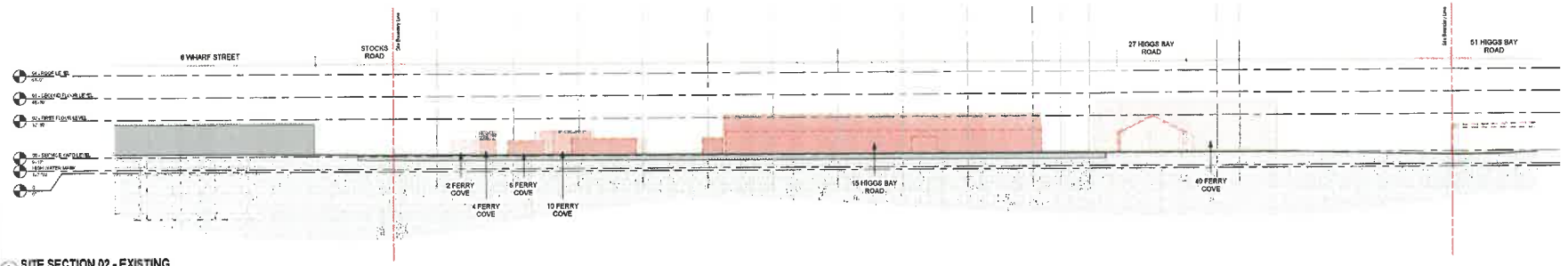
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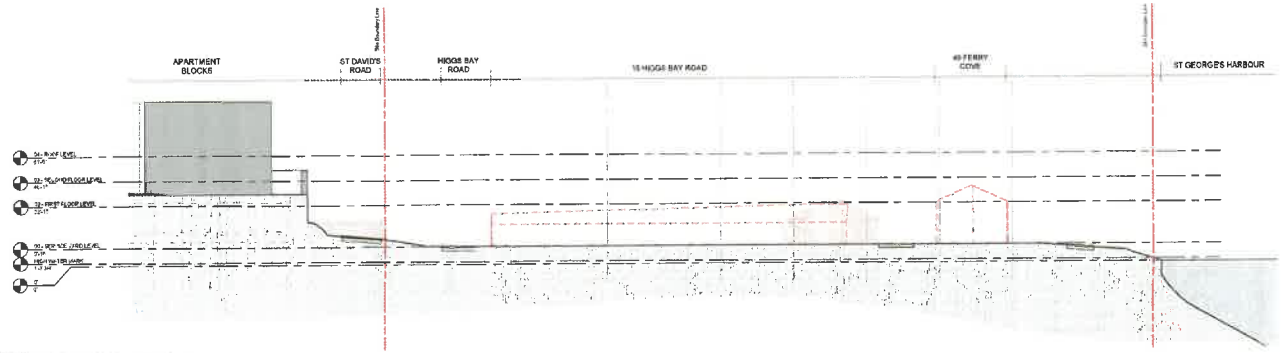
PAGE NUMBER A-101 | REV -



1 SITE SECTION 01 - EXISTING
SCALE: 1/32" = 1'-0"



2 SITE SECTION 02 - EXISTING
SCALE: 1/32" = 1'-0"



3 SITE SECTION 03 - EXISTING
SCALE: 1/32" = 1'-0"

NOTES

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Existing roadways and hard surfacing are proposed to be demolished or re-surfaced to suit proposed site layout. Refer to proposed site plan for further details.

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0 16'-0" 32'-0" 64'-0"
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Woodbourne Hall,
1 Gorham Road
Hamilton HM 08, Bermuda
www.obmi.com
T 441.278.3550
F 441.292.1687

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Rev.	Description	Date
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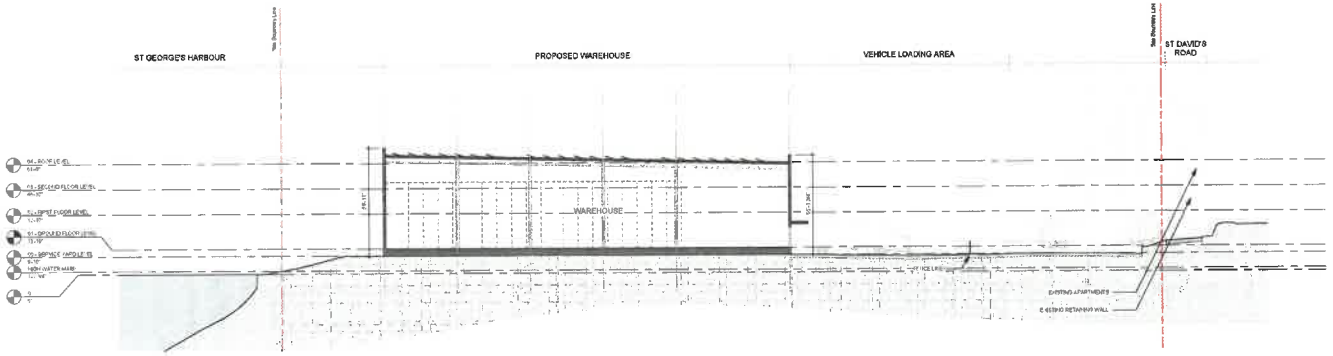
PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
SITE SECTIONS - EXISTING AND DEMOLITION

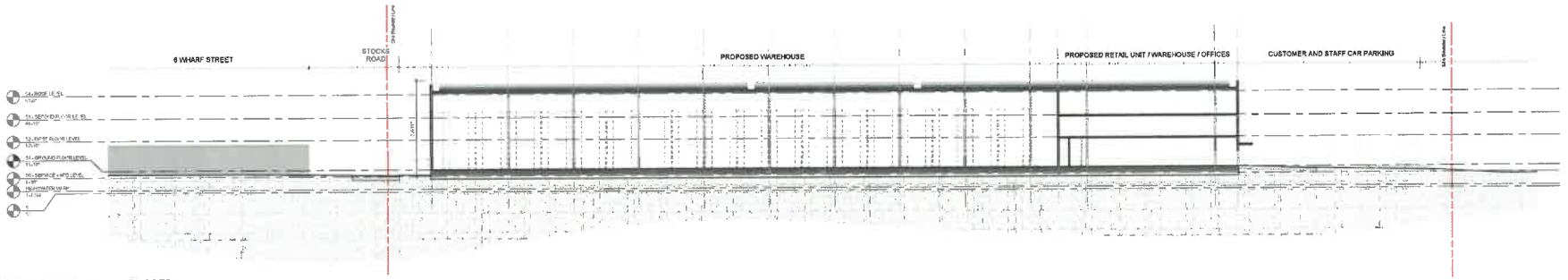
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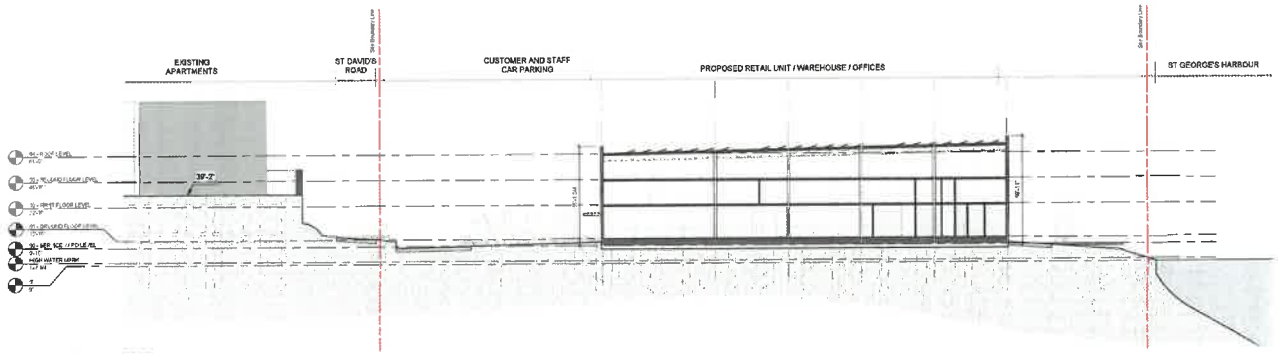
PAGE NUMBER A-301 REV -



1 SITE SECTION 01 - PROPOSED
SCALE: 1/32" = 1'-0"



2 SITE SECTION 02 - PROPOSED
SCALE: 1/32" = 1'-0"



3 SITE SECTION 03 - PROPOSED
SCALE: 1/32" = 1'-0"

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Woodbourne Hall,
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PROJECT
MARGINAL WHARF WAREHOUSE & RETAIL UNIT

DRAWING
SITE SECTIONS - PROPOSED

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