

FURNISHINGS AGREEMENT

B E T W E E N :-

VENDOR: HARBOUR COURT NORTH LTD.

- *AND* -

PURCHASER: []

**RE: Furnishings of Rosewood Residence ____
The Rosewood Residences at Tucker's Point, Bermuda
Harbour Drive
Hamilton Parish
in the Islands of Bermuda**

FURNISHINGS AGREEMENT: 4-BEDROOM PENTHOUSE

1. THE PARTICULARS

The Agreement Date: _____

The Vendor: Name: HARBOUR COURT NORTH LTD.

Address: Victoria Place, 31 Victoria Street, Hamilton HM11

Nationality: Bermudian company

The Purchaser: Name:

Address:

Nationality:

The Property: Rosewood Residence [REDACTED], The Rosewood Residences at Tucker's Point, Bermuda situate at Harbour Drive, Hamilton Parish in the Islands of Bermuda

The Sale and Purchase

Agreement (the “SPA”): A Sale and Purchase Agreement of [date] made between the Vendor of the one part and the Purchaser of the other part pertaining to the acquisition of the Property

The Furnishings: The standard furnishings package and branding materials for the ROSEWOOD RESIDENCES which shall be materially in the form of the Furnishings List, as amended from time to time

The Furnishings

Price: The price payable by the Purchaser to the Vendor for the Furnishings for the Property is payable in accordance with Clause 3.6. Based on retail and shipping costs current at the date of this Agreement, it is anticipated that the cost of each furnishings package (plus or minus 15% and subject to clause 3.1) shall be \$500,000.

The Furnishings List: means the document headed 'ROSEWOOD RESIDENCES TUCKER'S POINT, BERMUDA 4 BR FF&E | OS&E INVENTORY' a copy of which is annexed hereto, being the indicative furnishing packages for the Property;

The Vendor's Attorneys: Michelle Stone of Wakefield Quin Limited

The Purchaser's Attorneys:

Capitalised terms used but not defined in these Particulars shall have the meaning assigned to them in the SPA, including without limitation the expression “**Brand Standards**”.

2. AGREEMENT FOR SALE

2.1 This Agreement is intended to be read and construed as an ancillary or collateral contract to the SPA.

2.2 In the event of an ambiguity between the terms of this Agreement and the terms of the SPA, the terms of the SPA shall apply.

2.3 Completion of this Agreement shall be simultaneous with but contingent upon completion of the SPA.

- 2.4 In the event that the SPA is terminated for any reason, this Agreement shall automatically terminate and be of no further effect, save and except that the provisions of Clause 4 (Remedies) hereof shall apply;
- 2.5 Subject as aforesaid the Vendor agrees to sell and the Purchaser agrees to buy the Furnishings at the Furnishings Price in accordance with the terms of this Agreement on the Final Payment Date.

3. THE SALE CONDITIONS

- 3.1 The parties acknowledge that:
- 3.1.1 The Furnishings List annexed hereto reflects the provisional estimate of the contents/costs involved in equipping the Property to Brand Standard but remains subject to market forces;
- 3.1.2 Notwithstanding the amount stated in the particulars, the Furnishings Price shall be the final cost price of the Furnishings at the time that the Furnishings List is finalized and the order(s) are placed. The Vendor shall use reasonable endeavours to minimize any fluctuations in the Furnishings Price from those estimated herein.
- 3.1.3 The Vendor has supplied representative images or renderings as part of the *'Purchaser Information Package'* a copy of which is annexed hereto. The Purchaser accepts that final product selection will be made in order to comply with Brand standards and other variables, such as product availability, shipping and supply line considerations and Bermuda building code compliance at time of ordering.
- 3.1.4 In particular, the Vendor shall be entitled to make substitutions to the Furnishings (with items of equivalent quality and amenity) if items are no longer available or no longer available within a reasonable/guaranteed timeline or at a reasonable cost as determined by Vendor.
- 3.2 The Purchaser shall pay the Furnishings Price, or any part thereof, upon written demand from the Vendor which may be made at any time after the Commencement Date (or sooner in relation to any special orders or upgrades necessitating advance payment) provided that such payment shall be held in the Vendor's Attorneys client trust account for the Property until disbursed to the furniture supplier and not co-mingled with any other Vendor funds. Note: the intent is to allow the Vendor to place all orders at the optimum time(s) to minimize importation, shipping and storage costs.
- 3.3 The Furnishings are sold free from liens and encumbrances.
- 3.4 Title to the Furnishings shall pass by delivery to the Purchaser on the Occupation Date subject to the Purchaser delivering the Furnishings Price in full. The Furnishings Price may be paid by any means designated in the SPA for payment of the Purchase Price.

4. REMEDIES

4.1 Rescission

If either the Vendor or the Purchaser rescinds the SPA this Agreement shall automatically terminate and:

- (a) unless the rescission of the SPA is as a result of the Purchaser's breach of contract, the Furnishings Price (or such part thereof as shall have been paid by the Purchaser on account thereof) shall be repaid to the Purchaser forthwith;
- (b) the non-defaulting party may claim damages.

4.2 Purchaser's Failure to Comply with Notice to Complete

If the Purchaser fails to complete in accordance with a Notice to Complete served under the SPA and the Vendor serves notice on the Purchaser rescinding the SPA, the Vendor may in addition:

- (a) forfeit and keep so much of the Furnishings Price as shall have been expended or is the subject of a non-refundable deposit or a commitment to pay the resultant balance; and/or
- (c) claim damages to the extent that the Purchaser’s breach shall result in a loss that exceeds the sum retained under 4.3(a)) above; and
- (d) The Vendor expressly retains such other rights and remedies to which the Vendor may be entitled to at law.

4.3 Vendor’s Failure To Comply With Notice To Complete

If the Vendor fails to complete in accordance with a Notice to Complete served by the Purchaser under the SPA and the Purchaser serves a notice rescinding the same, the Purchaser may in addition:

- (a) obtain a refund of all monies paid to the Vendor or the Vendor’s Attorneys pursuant to the terms hereof; or
- (b) claim damages; and
- (c) the Purchaser expressly retains such other rights and remedies to which the Purchaser may be entitled at law.

5. RETENTION FOR MISSING OR DEFECTIVE FURNISHINGS

- 5.1 To the extent any Furnishings are missing or defective as at the Occupation Date, the value thereof (the “Furniture Retention”) shall be agreed as between the Parties and held by the Vendor’s Attorneys as stakeholder as if the same were part of the Retention.
- 5.2 The Vendor (acting reasonably) shall be entitled to require that the Furniture Retention is released in instalments as and when Furnishings are replaced/repared and/or delivered to the Property (as the case may require) in accordance with the terms of this Agreement.
- 53 For the avoidance of doubt the Vendor shall be entitled to supply temporary replacements of any Furnishings required in order to permit peaceable occupation of any Property and the Purchaser shall not be able to delay completion under the SPA

6. FACSIMILE SIGNATURES

This Agreement may be signed in facsimile form and facsimile copies of this Agreement bearing the duly attested signatures of the parties hereto will be binding.

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the Vendor in)
the presence of:) _____
)
Signature of Witness:)
Name of Witness:)
Address of Witness:)
Occupation of Witness:)

SIGNED by the Purchaser in
the presence of:)
)
)
Signature of Witness:)
Name of Witness:)
Address of Witness:)
.....)
Occupation of Witness:)

SIGNED by the Purchaser in
the presence of:)
)
)
Signature of Witness:)
Name of Witness:)
Address of Witness:)
.....)
Occupation of Witness:)

SIGNED by the Purchaser in
the presence of:)
)
)
Signature of Witness:)
Name of Witness:)
Address of Witness:)
.....)
Occupation of Witness:)

SIGNED by the Purchaser in
the presence of:)
)
)
Signature of Witness:)
Name of Witness:)
Address of Witness:)
.....)
Occupation of Witness:)

Memorandum
Stamps to the value of \$27 and \$2 were affixed to the original and duplicate of this Agreement.

Annexures.

1 - ROSEWOOD RESIDENCES TUCKER’S POINT, BERMUDA 4 BR FF&E | OS&E INVENTORY’

2 - Purchaser Information Package.

ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

4BR FFE | OS&E INVENTORY

Primary Suite

- Floor rug
- Bed base, headboard, and mattress
- Bedside tables and lamps
- Bed bench
- Armchair
- Artwork
- Window treatment
- Wall covering
- Decorative lighting
- Vanity mirror

Suite / Media Room

- Floor rug
- Bed base, headboard, and mattress
- Bedside tables and lamps
- Bed bench
- Console
- Artwork
- Window treatment
- Decorative lighting

Upper Floor Bedroom

- Floor rugs
- Console
- Bed base, headboard, and mattress
- Bedside tables and lamps
- Bed bench
- Dining table
- Armchairs
- Sofa
- Side tables
- Artwork
- Window treatment
- Wall panelling
- Decorative lighting
- Closet ottoman
- Vanity mirror
- Vanity chair
- Outdoor chaises

Great Room

- Arrival console
- Kitchen island table and bar stools
- Floor rug
- Sofa
- Armchairs
- Fireplace insert
- Coffee table
- Side tables
- Artworks
- Decorative lighting
- Ceiling fan
- Window treatment
- Dining table and chairs
- Wall panelling
- Console

Lock Off Suite

- Floor rug
- Bed base, headboard, and mattress
- Bedside tables and lamps
- Table
- Chairs
- Artwork
- Window treatment
- Wall panelling
- Outdoor sofa
- Outdoor chair

Terrace

- Outdoor chaises
- Outdoor side tables
- Outdoor dining table and chairs
- Outdoor armchairs
- Outdoor coffee table
- Wall sconces

OS&E

- Glasses, cutlery and linen
- Full bathroom package including: towels, bathrobes and accessories
- Full linens package including: pillows and duvets for all beds
- Full AV / IT Package including: TV's
- Full decorative accessories package

ROSEWOOD
RESIDENCES
TUCKER'S POINT, BERMUDA

Purchaser Information Package

ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

RESIDENCES OVERVIEW

The Residences

	INTERIOR SF	EXTERIOR SF
3 Bed 3.5 Bath 2 Terraces + Pool	2,812 sq ft	1,009 sq ft
4 Bed 4.5 Bath 2 Terraces + Pool + Spa	3,788 sq ft	1,472 sq ft

Residence Amenities

- Dedicated Director of Residences
- 24-hour Security
- 24-hour Reception/Concierge Services
- Bellman/Porter Services
- Private Path and Access to Ocean
- Owner Private Storage
- Access to Rosewood Bermuda Amenities and Services
- Rosewood Reserve Program
- Private Car Garage
- Dedicated Golf Cart Parking
- Property Generator

A La Carte Services

- In-Residence Dining, Culinary Experiences and Catering
- Daily Housekeeping
- Laundry and Dry Cleaning
- Fitness Classes
- Spa and Spa Services
- Maintenance Services
- Airport Transfers
- Private Chef
- Pet Care and Dog Walking
- Transportation Services
- Business Services



ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

FIXTURES & FINISHES

Building Details

- Full sprinkler system
- Elevator to private landings
- Dedicated owner storage
- Private enclosed garages
- Dedicated golf cart parking
- Hurricane impact windows and sliding doors

Interior Design

- Premium oak wood flooring throughout
- Tray ceilings
- Custom doors and casework
- Ceiling fans
- Energy-efficient multi-zone heating and air conditioning
- Feature fireplace

Bathrooms

- Custom millwork vanities
- Stone slab countertops
- Bathrooms finished in stone
- Freestanding bathtubs
- Kallista and Kohler fixtures, fittings, and accessories

Terraces

- Floors finished in stone
- Infinity glass railings
- Private pool on main terrace
- Outdoor bar kitchen with solid surface countertop, Kohler fixtures and gas grill
- Spa jacuzzi in penthouse residences

Kitchens

- Custom millwork cabinetry
- Stone slab countertops and backsplashes
- Wolf induction cooktops, wall hoods, and microwaves
- Sub-Zero refrigerators
- Cove dishwashers
- Butler pantries with Miele washers and matching dryers

Additional

All Rosewood approved furniture, fixtures and equipment (FF&E) and operating supplies and equipment* (OS&E) are not included in the purchase price.

*e.g. kitchenware, small appliances, electronics, linens and toweling, mattresses, per Rosewood brand standard.



ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

PRICE LIST | FEBRUARY 2, 2024

EAST HOUSE

Residence	Floor	Beds	Purchase Price
1001	First	3	\$6,050,000
1002	Second	3	\$6,195,000
1003	Third	3	\$6,350,000
1004	Penthouse	4	\$8,550,000

WEST HOUSE

Residence	Floor	Beds	Purchase Price
1101	First	3	\$5,950,000
1102	Second	3	\$6,095,000
1103	Third	3	\$6,250,000
1104	Penthouse	4	\$8,300,000

Note that purchase prices reflect duty concessions provided by the Bermuda Government and exclude FF&E and OS&E.



ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

HOA | MAINTENANCE FEES

Rosewood's personal and heartfelt approach to Sense of Place infuses Tucker's Point with a graciousness that is unequalled. Homeowners will find a fully serviced lifestyle that is reflective of Bermuda's hospitality and completely tailored to meet their needs and preferences.

Rosewood Residences fees will be based on internal square footage, starting from approximately \$27.00 per square foot, annually.

HOA fees cover the following:

DEDICATED RESIDENCE MANAGER

GUEST RECEPTION

CONCIERGE

HOUSEMAN

RESORT INTERNET, PHONE, TV SERVICE

SECURITY

LANDSCAPING & PEST CONTROL SERVICES

COMMON AREA: CLEANING & MAINTENANCE

PRIVATE POOL: CLEANING & MAINTENANCE

COMMON AREA ELECTRICITY

ELEVATOR MAINTENANCE

PROPERTY INSURANCE

PUBLIC LIABILITY INSURANCE

D&O INSURANCE

ACCOUNTING & ADMINISTRATION

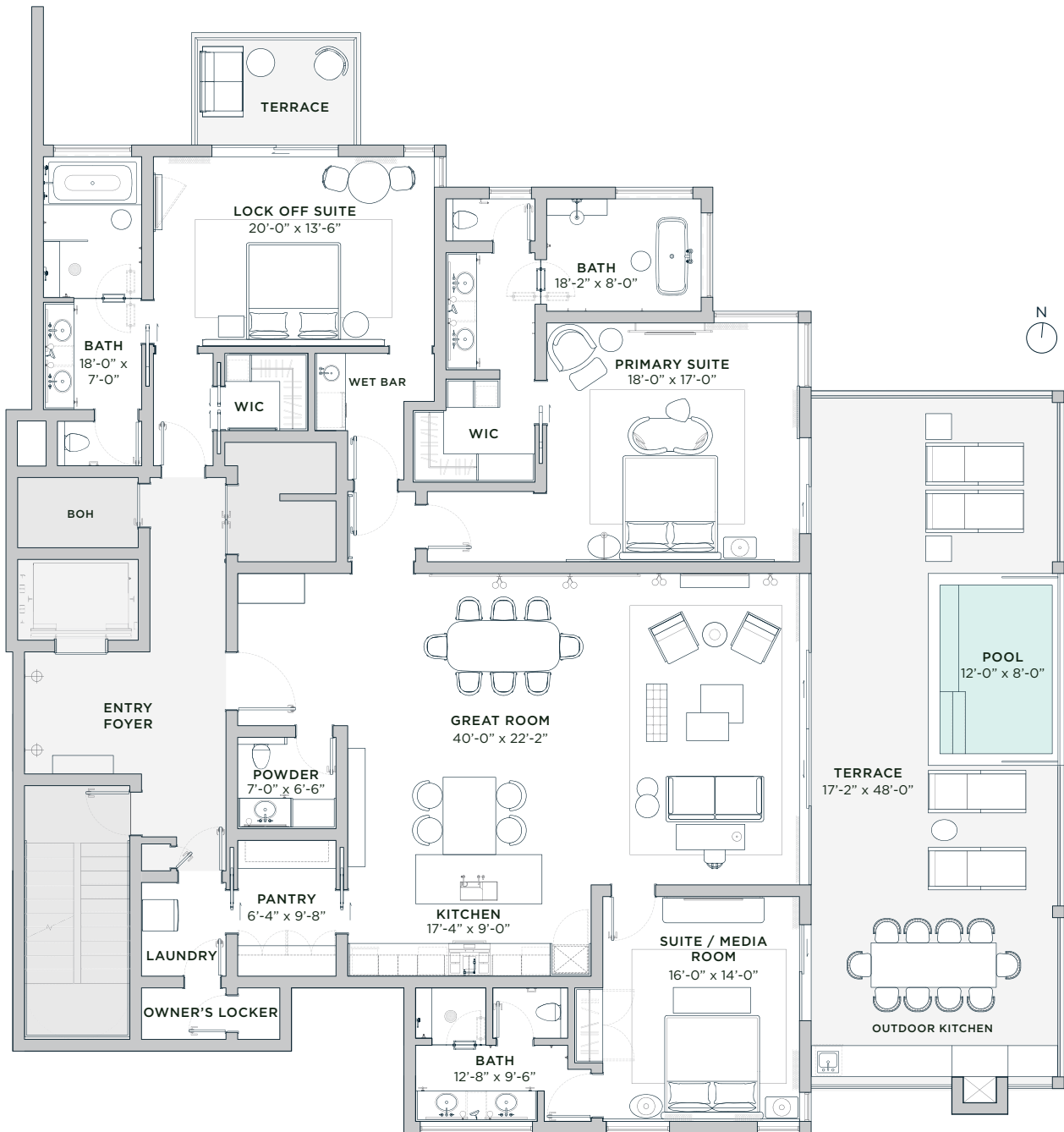
GENERAL RESERVE FUND

BUILDING REPAIR

TRASH COLLECTION

ROSEWOOD RESIDENCES

TUCKER'S POINT, BERMUDA



3 BED | 3.5 BATH
2 TERRACES + POOL

*Interior: 2,812 sq. ft.
Exterior: 1,009 sq. ft.
Total Living Area: 3,821 sq. ft.*

3 BEDROOM RESIDENCE



EAST HOUSE

WEST HOUSE

TUCKERSPOINTCOLLECTION.COM

Rosewood Residences Tucker's Point is owned and being developed, offered and sold by Tucker's Point LP ("Developer"). The project is not owned, developed or sold by Rosewood Hotels and Resorts, L.L.C. or any of its affiliates ("Rosewood"). Developer uses Rosewood marks pursuant to a license agreement with Rosewood, terminable according to its terms. Rosewood assumes no responsibility or liability in connection with the project, and makes no representation or warranty in respect thereof. Except for approving some design concepts for conformity with Rosewood design and brand standards, Rosewood was not involved in developing the design concepts or selecting any furnishings, fixtures and finishes for the project.

ROSEWOOD RESIDENCES

TUCKER'S POINT, BERMUDA



4 BED | 4.5 BATH
3 TERRACES + POOL + SPA

*Interior: 3,788 sq. ft.
Exterior: 1,472 sq. ft.
Total Living Area: 5,260 sq. ft.*

4 BEDROOM PENTHOUSE

MAIN FLOOR



EAST HOUSE

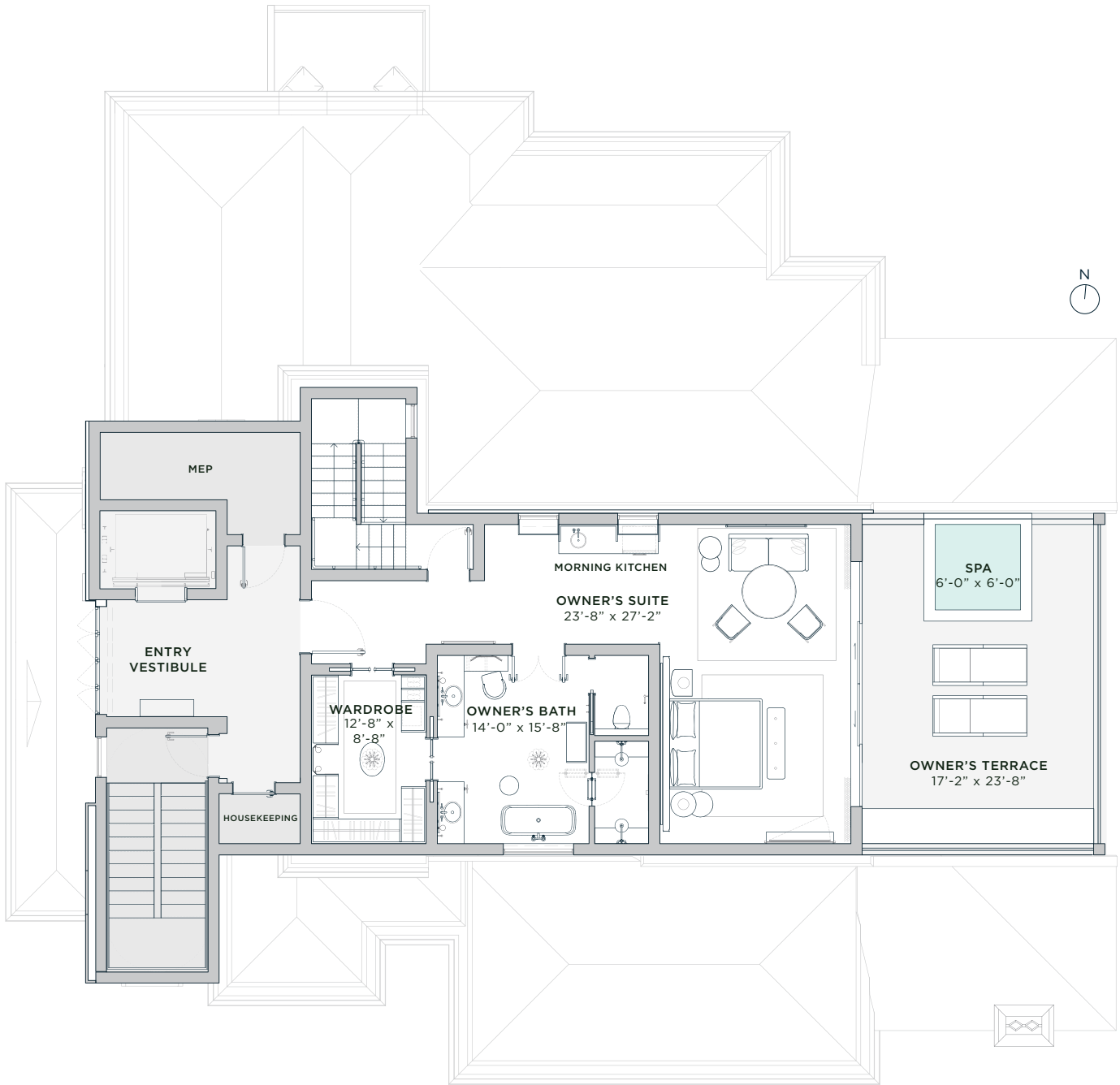
WEST HOUSE

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ROSEWOOD RESIDENCES

TUCKER'S POINT, BERMUDA



4 BED | 4.5 BATH
3 TERRACES + POOL + SPA

*Interior: 3,788 sq. ft.
Exterior: 1,472 sq. ft.
Total Living Area: 5,260 sq. ft.*

4 BEDROOM PENTHOUSE

UPPER FLOOR



EAST HOUSE

WEST HOUSE

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ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

ROSEWOOD BERMUDA & TUCKER'S POINT CLUB AMENITIES

- Seven unique bar & dining experiences
- SENSE, A Rosewood Spa®
- Fitness Center
- Tennis Courts
- Driving Range
- Sailing and Watersports Center
- Four Freshwater Heated Pools
- Event Space and Meeting Rooms
- 18-Hole Tucker's Point Golf Course
- Beach Club
- Golf Club
- Resort Shuttle Service



ROSEWOOD RESIDENCES

TUCKER'S POINT, BERMUDA

ROSEWOOD RESERVE PROGRAM

An Exclusive Invitation

Upon admittance to Rosewood Reserve, an invite- only program, Rosewood Residences owners receive privileged perks and benefits at all Rosewood Hotels & Resorts Properties worldwide. This highly exclusive community enjoys VIP access, services, and advantages including:

- Exclusive room rates at Rosewood Hotels & Resorts® worldwide
- Exclusive rates on dining and spa services at Rosewood Hotels & Resorts® worldwide
- Complimentary upgrade to the next room category at check-in
- VIP Courtesies throughout stay
- Preferential reservation assistance
- 24-hour check-in and check-out time



ROSEWOOD

RESIDENCES

TUCKER'S POINT, BERMUDA

PURCHASE PROCESS

1. Submit a Priority Reservation Agreement to secure your place on the Priority List.
2. Complete the designated compliance steps within five business days to maintain your place on the Priority List.
3. Review the Sales Package including the Sales and Purchase Agreement prior to Selection Day.
4. Select your preferred Residence at your private appointment on Selection Day.
5. Pay the first deposit equal to 1/6 of the purchase price.
6. Execute and return the Sales and Purchase Agreement within 30 days.
7. Pay the next deposit equal to 1/6 of the purchase price once construction commences.



ROSEWOOD RESIDENCES

TUCKER'S POINT, BERMUDA

ADDITIONAL INFORMATION

Seller's Attorney

WAKEFIELD QUIN Michelle Stone | mstone@wq.bm | +1 441 494-4080

The Developer

TP HoldCo Limited

The Architect

OBMI Bermuda

The Designer

Lillian Wu Studio

Building Warranty

One Year

Anticipated Completion

Winter 2025

Tenure

999 Year Leasehold

Further Information

Betsy Robbins-Mutch | Director of Residential Sales
Telephone +1 441 261-7000 Mobile +1 441 599-2525
betsy@tuckerspointcollection.com

Marlene Bicchieri | Sales Operations Manager
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