

SECURED LENDER CONSENT

Date: _____ 2024

To: HARBOUR COURT NORTH LTD. & TP HOLDCO LIMITED
Victoria Place
31 Victoria Street
Hamilton HM10

Re: RESIDENCES, TUCKER’S POINT, BERMUDA – Unit [], [] Floor, [East/West] Harbour Drive, Hamilton Parish

- (A) We, [] (“the **Lender**”) as mortgagee of the property known as Harbour Court North (also known as Area E2) forming part of the Tuckers Point Club Hamilton and St George’s Parishes in the Islands of Bermuda (“the **Estate**”) pursuant to a mortgage debenture (real estate loan) dated [] (the “**Debenture**”), confirm that we consent to you entering into a Sale and Purchase Agreement (as Vendor and Guarantor, respectively) with [] (as Purchaser) in respect of that part of the Estate to be developed as Residence ____ The Rosewood Residences at Tucker’s Point, Bermuda (the “**Unit**”) in the form annexed hereto (“the **Agreement**”). Words and expressions defined in the Agreement shall have the same meaning in this Consent.
- (B) For the avoidance of doubt, the Lender’s consent to the granting of the Lease to the Purchaser is subject only to receiving the Completion Payment.
- (C) The Lender hereby covenants as follows:
- a. notwithstanding any enforcement by the Lender of its security over the Estate the Lender will not interfere with or disturb the Purchaser’s rights granted under the Agreement; and
 - b. should the Lender enforce its security by way of sale of the whole or any part of the Estate to a purchaser wherein the sale relates to land that includes the Unit, the sale will be made subject to the covenants and obligations on the part of the Vendor and the rights of the Purchaser under the Agreement.
- (D) This Consent is governed by the laws of Bermuda. Nothing in this consent constitutes a waiver of the provisions of the Debenture. This Consent is limited to the Agreement.

Yours faithfully

[name of secured lender]