



Atavus Construction Team

Ashley Glinton

Construction Manager and General Contractor







Company Profile

Company Name:	wosiee Construction Company , Ltd	_ NIB#	97708
Address:	12 Alexander St., Palmdale, Nassau, Ba	hamas	
Primary Contact:	Mr. Ashley Glinton		·
Directors:	rectors: Mr. Ashley Glinton Mr		
	Mr. Harry Glinton		
Ownership:	Woslee Group, Ltd Mr. Ashley Glinto	on - Beneficial Owr	ner
	100% Bahamian		
Website:	www.wosleeconstruction.com	_	
Telephone:	242-325-3226 or 242-328-5794	Fax:	242-328-5798
Email:	aglinton@wosleeconstruction.com	_ =	
Type of Business:	Corporation	Partne	ership
	X Limited Liability Company	Other	(Please Specify)
Date Founded:	August, 2001	Locati	on of Incorporation:
			cellors Chambers
		Sama	na Hill, Nassau, Bahamas
Works Experience:			
List the tune of work	valuare qualified to perform	General Con	hua aha u
	you are qualified to perform: e of work you wish to perform:	> \$1 million	iractor
State the dollar range	e of work you wish to perform.		
Has the Company do	ne work for Hutchison Lucaya before:	Y X N	
Provide copies of any	trade and professional licenses/certifications	required to perfo	rm
your services.	See Attached		
Has any license ever	been denied or revoked?	Y X N	
Do you currently hold	d or have previously held		
a Bahamian business	license? (see attached)	XYN	
	,		
Does your company l	(attached on CD)		
Management			
Please provide a sche	edule of your corporate officers, principals and	d senior managers	and
their resumes .	,	J	
See	Attached (additional resumes available up	on request)	
Cafata & Farinana			
Safety & Environme	entai		
Does your company l	have a written Health, Safety & Environmenta	Il programme?	Yes - (attached on CD
Will your company p	roduce Safe Work Practices or Job Procedures	that	
address the hazards i	involved in your scope of works?		Yes
Does your company l	Yes		
ls your company com	Yes		

Operations

Please list that you have completed within the past 6 years: See Attached (See company website for additional projects: www.wosleeconstruction.com)

Has your company filed any lawsuits, or requested arbitration or mediation with regard to construction contracts within the last three (3) years?

No

Has your company within the last three (3) years been in bankruptcy or a voluntary or involuntary reorganization?

No

Has your surety ever finished one of your construction projects?

No

Has your company ever been prevented from pursuing public work?

No

Has your company ever had a claim made against it for improper, delayed, defective or non-conforming work, or failing to meet warranty obligations?

No

References

Project Owner References:

<u>Name</u>	<u>Address</u>	<u>Tel</u>	<u>Fax</u>
Atlantis Resort - Steve Richards	P.O. Box N-4777, Nassau, Bahamas	242-363-3000	363-6300
Warwick Hotels - Joseph Tung	P.O. Box SS-6378, Nassau, Bahamas	242-363-2561	363-1220
Albany Developer- Jamie Johnston	P.O. Box SP-63158, Nassau, Bahamas	242-362-3024	676-6039
NIB - Osbourne Moxey	P.O. Box N-7508, Nassau, Bahamas	242-502-1500	322-3048
NAD - Verne Janzen	P.O. Box AP -59229, Nassau, Bahamas	242-702-1010	377-0294
Catholic Arch Diocese - Senator Joseph Co	urry - West Street	242-424-2608	

Supplier / Vendor References:

<u>Name</u>	<u>Address</u>	<u>Tel</u>	<u>Fax</u>
Mikro Corporation	1009 NW 52nd St.		
	Ft. Lauderdale, FL	954-202-0470	954-202-0970
The Paint Place	P.O. Box N-8177,		
	Nassau, Bahamas	242-394-2216	242-393-4541

Financial References

Name of Bank: RBC Commercial Center
Address of Bank: East Hill St., Nassau, Bahamas

Contact Name: Lois Hollis Title: Account Manager
Tel: 242-356-8574 Fax: Email: lois.Hollis@RBC.com

Name of Bonding Company: Bahamas First & General - Tavares & Higgs (Broker)

Address of Bonding Company: P.O. Box SP-64003

Contact Name: Stuart Tavares Title: Broker/Chartered Insurer
Tel: 242-327-8606 Fax: 242-327-8607 Email: stavares@tavareshiggs.com

Bonding Capacity: \$100 mil.

Name of Insurance Agent: Bahamas First & General - Tavares & Higgs (Broker)

Address of Insurance Agent: P.O. Box SP-64003

Contact Name: Stuart Tavares Title: Broker/Chartered Insurer

Tel: 242-327-8606 Fax: 242-327-8607 Email: stavares@tavareshiggs.com

Please provide Financial Statements including previous 3 year's certified accounts:

Due to confidentiality, Financial Statements are available at the company's auditors - BDO Chartered Accountants & Advisors by formal request. See contact below:

BDO Chartered Accountants & Advisors Gresham House, P.O. Box N-10144 Nassau, Bahamas

Ph. 242-325-6591 Fax. 242-325-6592 email: info@bdobahamas.com

Attn: Mr. Brent Roberts

Please provide annual total value of construction work for each of the last 3 years and projected for the next 2 years:

2012	\$32.68 mil.	2013	\$50 mil.
2011	\$29.98 mil.	2014	\$25 mil.

2010 \$33.75 mil.

I, hereby certify that the above information submitted is accurate, correct and true and understand that Hutchison Lucaya will rely on this information as part of it's prequalification process.

Completed by: Mr. Ashley H. Glinton Title: President

Signature: Date: April 17th, 2013

Note:

The information contained in this proposal is proprietary to Woslee Construction Company, Ltd., and is intended solely for the lawful use of the company named above; it must not be used for any other purpose other than its evaluation; and it must not be divulged to any other third party in whole or in part, without the prior written permission of Woslee Construction Company, Ltd.

Alvan K. Rolle

Architect of Record (Bahamian Architect) and Co-Project Manager

ALVAN K. ROLLE & ASSOCIATES CO. LTD

ARCHITECTS · PLANNERS · CONSTRUCTION MANAGERS

ARCHITECTS - PLANNERS - CONSTRUCTION MANAGERS



Specializing In

♣ Commercial Developments & Healthcare Facilities

Architectural & Residential Development Including

- ♣ Commercial Plans
- ♣ House Plans
- ♣ Duplexes & Tri-plex Plans
- **4** Townhouses & Condominium Plans
- ♣ Apartment Complexes

Appraisals

- **4** Commercial Appraisals
- Residential Appraisals
 Vacant Lots (Commercial/Residential)
- ♣ Townhouses/Condominium
- ♣ Duplexes/Tri-plex/Apartment Complex

Inspections

- ♣ Construction Stage Inspections
- ♣ Assessment of Construction Cost & Payment Schedule
- ♣ Client Consultations

Projects Undertaken in The Last Five (5) Years

- The National Insurance Board, Community Healthcare Clinic Exuma Pending
- + The National Insurance Board, Community Healthcare Clinic Abaco Pending
- → Teachers Credit Union Office Complex (2010)
- * Teachers Credit Union (Bank) Abaco (2014)
- ♣ Sandals Hotel Resort (Present)



professional Architects Board

Commonwealth of The Bahamas Established by Act of Parliament 1994

Certificate of Licence

Architect

In accordance with the Professional Architects Act 1994. I certify that:

到Lban 炭.

Has met the Standards required and is a Registered Architect, and is bound by the Provision of the Professional Architects Registration Act 1994

Licence Number: 006 Expiry Date: 31st December 2015





Professional Architects Board ~ P. O. Box CB- 13040 ~ Nassau, Bahamas







GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS MINISTRY OF FINANCE VALUE ADDED TAX DEPARTMENT

CERTIFICATE OF REGISTRATION

Tax Identifica	ation Number (TIN):	100294068		est a	ALC:	
		7-7			W	
This certifies		OLLE & ASSOCI S ALVAN K. RO				D,
located at	MADERIA STREET NASSAU NEW PROVIDENCE	HAW		A self-		
in The Comm	nonwealth of The Baha	420	stered un	der the pro	visions of the	
	Tax Act 2014, effective	CALLA LINE SHIP COLLEGE	article and the second	dor the pro	DWG COU	
Moh a-		ve i validary 20	10.		and the same of the same of	de on
		Dated thi	s 7th	day of _	December	, 2014
	ne Comptroller	Added Tax Department,	Ministry of Fi	nance and mus	t be surrendered upo	on request.

This certificate remains the property of the Value Added Tax Department, Ministry of Finance and must be surrendered upon request. Note that the said certificate must be displayed at all times in a conspicuous place where taxable activity is conducted in accordance with section 25 of the Value Added Tax Act. It is an offence punishable by law to alter or tamper with this certificate in any way. Please notify the Comptroller immediately by completing VAT Form 19 if there is any change in the circumstances of the business or if the legal obligation to be registered ceases.



BUSINESS CONTROL NUMBER: LICENSE NUMBER: 2742 15 00002742 MINISTRY OF FINANCE

> FORM C (Regulation 3)

BUSINESS LICENCE

(issued under Business Licence Act, 2010)

Pur	suant to section	of T	he Business Licent	ce Act, 2010
	ALVAN KENNE		······································	
	NY LIMITED			is hereby granted a licence to
practice/carry on the p	rofession/occupation	/business at: MAI	DERIA ST PAL	MDALE
NASSAU NP BAHA	WAS .			
TRADING NAME:				ecial terms and conditions follow-
ing, that is to say:-				:
•	the Licensee has pa	id the business lid	ence tax as assess	red
•	the Licensee has mo and regulatory ager	aintained the pre-	required certifical	ion by other government
		i		
was writted AT	TIGTNESS ARC	HITECTURE S	ervi <i>ces</i>	

NATURE OF BUSINESS: ARCHITECTURE SERVICES
ARCHITECTURAL SERVICES
DRAFTING SERVICES

Granted this

11TH

JANUARY

,2015

By and with the authority of the Secretary for Revenue

THIS LICENSE EXPIRES DECEMBER 31, 2015 LICENCE VALID THROUGH JANUARY 31, 2016

DEPARTMENT OF INLAND REVENUE

NAST THE STATE OF THE PARTY OF THE PARTY

John Michael Clark

Quantity Surveyor



RESUME

P.O. Box CR-54090 Nassau, N.P., Bahamas. (242)-362-0036 Home (242)-424-9248 Cell

JOHN-MICHAEL CLARKE

DATE OF BIRTH: September 29, 1969

EDUCATION:

1998 University of Reading

Whiteknights, England

MBA in Construction and Real Estate (Completed 1st year)

1991 – 1994 Howard University

Washington D.C.

Master of Science – Civil Engineering (Environmental/Water Resources)

1988 – 1991 Howard University

Washington D.C.

Bachelor of Science – Civil Engineering

(Structures Construction)

1985 – 1987 College of the Bahamas

Nassau, Bahamas

Associate of Arts – Construction Engineering

Technology

<u>EXPERIENCE:</u>

1998 – Present VERITAS Consultants Ltd.

Services: Construction Services, Project Management, & Training.

Position: President & Managing Director

Responsibilities: Chief Executive Officer responsible for founding the Company. Daily

responsibilities include planning and strategizing for business growth and

development. Responsible for determining the company's policies and procedures relative to the execution of all project management and consulting assignments. Responsible for analyzing job risks and mitigating problems. Directly responsible for the management of all technical staff; determining Company staffing, assisting with the management of complex projects; preparing Quantity Surveys, and Damage Assessment and Construction Progress Reports for Banks and Insurance Companies; preparing all project proposals and reviewing contracts; chairing Board meetings; approving the Company Budget and authorising Company expenditures. Responsible for Managing the Company's Project Management Portfolio. (See attached Qualification Statement).

FEBRUARY 1996

- JUNE 2000 Cavalier Construction Company Ltd.

P.O. Box N-8170 Nassau, Bahamas

Services: Construction, Construction Management, & Project

Development.

Position: Project Manager/ Engineer

Responsibilities: Responsible for all facets of Site Construction Management. Organizing

Project Resources, Purchasing of materials, Planning and Job Budgeting, Tracking all materials and costs. Organizing Project Teams. Organizing the Company's Suppliers list. Critically Reviewing the Company's Operations Manual and making recommendations for improvement. Conducting all in-house scheduling training. Official Company representative for speaking engagements to High School and Colleges to

promote careers in the Construction Industry.

Job Portfolio:

Fowl Cay Development – Exuma (\$5 million) Project Scheduling Training Administrator Company Operations Manual Review&

Development

Citibank Restoration (\$500,000)

Harbour Breeze Development (\$13 million)
Caves Point Development (\$23 million)

Radisson Cable Beach Hotel Renovations (\$13

million)

MAY 1987 -

JANUARY 1996 Carl G. Treco Contractor's Ltd.

P.O. Box N-1587 Nassau, Bahamas

Services: Construction, Construction Management, & Project

Development.

Position: Staff Engineer

Responsibilities: Apprentice Quantity Surveyor (1985-1987). Assistant Site Supervisor 1987

- 1992 (College Years) responsible for assisting with Site Management. Measuring and ordering materials, organizing work, producing project schedules. Post 1992, directly responsible for all technical aspects on assigned projects including but not limited to determining project resources, tracking project costs, scheduling construction and site management.

Job Portfolio

Water & Sewerage Corporation Mains Renewal West Bay Street (Joint Venture) (\$1.2 million) B.E.C. Blue Hills Power Station T- 6 Concrete

Restoration (\$250,000)

Christ Church Cathedral Renovations (\$250,000) FINCO – Robinson Road Extension (\$250,000)

Holy Trinity Activity Centre (\$1 million) Balcony House Renovations (\$200,000) Havenview Condominiums (\$2 million)

Shell Bahamas Gas Stations

Dick's Point Condominium Project

EDUCATION AND RESEARCH EXPERIENCE

2009 - Present Bahamas Contractors Association

Training Consultant

Prepared and delivered training programs for General Building Contractors throughout the Commonwealth of the

Bahamas.

JAN 2003 & JAN 2004 College of the Bahamas

Part-Time Lecturer, Technology Division Lectured - Construction Cost Estimating

SEPT. 1993 – MAY 1995 College of the Bahamas

Asst. Lecturer, Technology Division

Lectured, Computer Science, Mathematics, Fluid Mechanics, Structural Design, Statics, and Construction Materials and Methods.

DEC. 1991 – SEPT. 1993

Department of Civil Engineering Howard University, Washington D.C.

Great Lakes Mid-Atlantic Hazardous Substance Research Centre Graduate Assistant – Sleeping Bear Dunes Park Project. Conducted Experiments to determine the feasibility of using composting technology to remediate soils contaminated with carcinogens.

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS

Project Management Professional (PMP) – Project Management Institute.

 $Royal\ Institution\ of\ Chartered\ Surveyors\ (FRICS)-$

Fellow, Chartered Quantity Surveyor

Professional Quantity Surveyor (PQS) – Canadian

Institute of Quantity Surveyors.

Bahamas Society of Engineers - Member

WORLD OF CONCRETE SEMINARS – 1999

Master Certificate in Concrete Project

Management

WORLD OF CONCRETE SEMINARS – 1998

Master Certificate in Concrete Repair

SPECIAL SKILLS:

Extensive knowledge of Primavera **SURETRAK** Scheduling Software. Working knowledge of Precision and MC² Estimating Software, WBS Chart Pro – Project Planning Software and all Microsoft Office Applications.

OTHER AFFILIATIONS:

Building Consultant – Anglican Diocese of the Bahamas and the Turks & Caicos Islands.

Lay Assistant – St. Ambrose Anglican Church Member – Anglican Diocese Property Committee.



Village Road P.O. Box N-4728 Nassau Bahamas Tel: (242) 677-2050 Fax: (242) 393-3077

PROFESSIONAL INDEMNITY INSURANCE COVER-NOTE

Insured: Veritas Consultants Ltd.

Policy Number: LFP 0000386 03

Business: Construction Cost Consulting

Period: April 30, 2015 to April 29, 2016

Location: Church Street Plaza, Shirley Street, Nassau, Bahamas

Jurisdiction: Worldwide excluding USA/CANADA

Policy Wording: Subject to Overseas Wording

Limit of Indemnity: \$3,000,000.00

Deductible: \$5,000 each and every loss

Annual Premium: \$8,497.50

Retroactive Date: Inception of policy

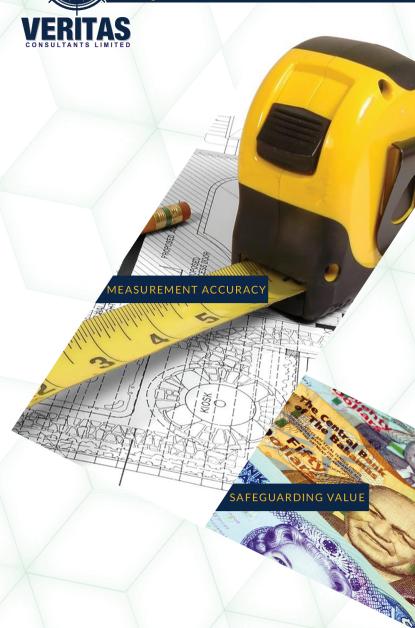
Insurers: Bahamas First General Insurance Co. Ltd.

Signed:

Carla Turner/Village Road Branch

Date: April 22, 2015









CONSTRUCTION COST CONSULTING QUANTITY SURVEYING SERVICES

QUANTITY SURVEYING AND CONSTRUCTION COST CONSULTING SERVICES ARE CORE SERVICES AT VERITAS CONSULTANTS LIMITED. WE HAVE ASSISTED PRIVATE CLIENTS, GOVERNMENT AGENCIES, Construction Practitioners, Banks and Finance INSTITUTIONS WITH THE DETERMINATION AND MANAGEMENT OF CONSTRUCTION COST.

WE HAVE PROVIDED COST CONSULTING SERVICES ON PROJECTS OF ALL TYPES AND SIZES.



- DEVELOPMENT OF COST PLANS FROM CONCEPTUAL DESIGN THROUGH TO COMPLETION OF CONSTRUCTION DOCUMENTS FOR ARCHITECTS & ENGINEERS
- ◆PROJECT INTERIM PAYMENT EVALUATION
- ◆CHANGE VALUATION & TRACKING
- **✓**OVERALL COST TRACKING AND CONSTRUCTION COST MANAGEMENT

BILLS OF QUANTITIES BILLS OF QUANTITY PROPOSITION

- **✓** Construction Scope Evaluation
- **✓** Construction Budget Development

Tender Administration Services

- Preparation of Tender Documents
- √TENDER ADMINISTRATION COORDINATION OF TENDER QUERIES AND RESPONSES
- ✓ TENDER EVALUATION AND ANALYSIS

Mortgage Inspections

- ◆ Construction cost verification (QS Reports)
- ◆ STAGE INSPECTIONS FOR CONSTRUCTION MORTGAGES
- ◆ CONSTRUCTION VALUE AND COST COMPLETE REPORTS
- ✓ Value Based Punch list verifications for contractors & owners Assistance with development of construction bids
- ◆ PROJECT COST MANAGEMENT
- ◆ PROCUREMENT ADMINISTRATION AND MANAGEMENT
- ✓ INTERIM CERTIFICATE PREPARATION
- ✓ CLAIMS PREPARATION AND MANAGEMENT
- ◆ CHANGE PREPARATIONS AND VALUATIONS



Giving Dreams Direction.

Project Management With A Global Vision

COMPANY QUALIFICATION STATEMENT

Business Project Development Project Management Training Construction Consulting Business Project Management
Business Coaching
Service Management

Tel: (242) 322-6741 / Fax: (242) 322-6744 7th Terrace, Collins Avenue veritasbah@batelnet.bs

www.veritasbah.com

P.O. Box CR-54090 Nassau, Bahamas

VERITAS CONSULTANTS LIMITED

Qualification Statement

DATE: 25 September 2015

SUBMITTED TO: General Information

ADDRESS:

NAME OF PROJECT: General Information

1. BASIC INFORMATION

1.1 Project Managers: **VERITAS Consultants Limited**

1.2 Business Address: Church Street Plaza

#448 Church & Shirley Street

3rd Floor Suites 1, 2 & 3 P.O. Box CR - 54090 Nassau, Bahamas

1.3 Telephone Number: (242) 322-6741

Fax. (242) 322-6744

E-mail: veritasbah@batelnet.bs
Website www.veritasbah.com

1.4 Person(s) to Contact: Mr. John-Michael Clarke

1.5 Type of Organization: Limited Company

1.6 Company Affiliates: Michael Diggiss & Associates

Nassau, Bahamas

The Consortium Group - Freeport Bahamas

Woodrow Whitley & Associates 53 Knutsford Boulevard, Kingston 5

Jamaica

Questant LLC

1513 David Terrace, Yardley PA

2. GENERAL STATEMENT OF QUALIFICATIONS

VERITAS Consultants Limited is a Project Management Company offering Construction Services to Banks, Insurance Companies, Architects and Engineers, Construction Companies, Developers, Government Agencies and Private Home Owners. With a core focus on Construction Project Management, VERITAS Consultants Limited is expanding its base to apply sound project management principles to other business and applications. Its company mandate also includes the training of business systems, project management techniques, and construction operations. VERITAS Consultants has a specific long-term goal of establishing a global presence within the next ten years.

3. GENERAL INFORMATION

3.1 Name of: Mr. John-Michael Clarke - President/Managing Director

Principals Mr. Gerald Sawyer – Director

Bahamas Entrepreneurial Venture Fund

3.2 Professional History: See Recent Projects.

3.4 Professional Affiliations: Project Management Institute

Royal Institution of Chartered Surveyors Canadian Institute of Quantity Surveyors

Bahamas Society of Engineers

3.5 Total Number of Staff: Five (Full Time) Three (Contracted)

3.6 Key Technical Personnel: Mr. John-Michael Clarke MSc. PMP. FRICS, PQS-

President / Managing Director

Mrs. Kamala Gilmore CPA – Chief Financial Officer Mr. Alfred Joseph – Quantity Surveyor/Assistant Project

Manger

Kevin Knowles – BSc. - Project Manager Terry Jeanne Thompson BSc. - Licensed

Architect/Project Manager

Sheldon Collie - Technical Assistant Kendra Dorsett - Technical Assistant Ashley Archer – Technical Assistant

4. Clients List

(The following is list of clients that have used the services of VERITAS Consultants Limited on an on-going or isolated case basis)

Corporate & Institutional Clients : (Quantity Surveying & Project Management)

Ministry of Public Works and Urban Development - Government of the Bahamas

Ministry of Environment & Housing – Government of the Bahamas

National Insurance Board - Government of the Bahamas

Public Hospital Authority – Government of the Bahamas

Doctor's Hospital Limited - Nassau, Bahamas

Burns House Limited - Nassau, Bahamas

Solomon Mines Bahamas Limited – Nassau, Bahamas

Anglican Diocese of the Bahamas - Nassau, Bahamas

Family of Faith Ministries – Nassau, Bahamas

Bahamas Faith Ministries – Nassau, Bahamas

ESSO Bahamas – Nassau, Bahamas

HofferSport – Retail Shop – Nassau, Bahamas

Victoria Court Condominium Association – Nassau, Bahamas

Orchard Condominiums - Nassau, Bahamas

Grosvenor Court Condominium Association – Paradise Island

Insurance Clients: (Structural & Repairs Cost Assessments)

Algoma Adjusters – Insurance Adjusters – Nassau Bahamas.

Crawford Adjusters – Insurance Adjusters – Nassau Bahamas

Security & General – Insurance Agency – Nassau, Bahamas

Bahamas First Limited - Insurance Agency – Nassau, Bahamas

Mortgage Institutions: (Quantity Surveying & Building Stage Inspections)

Scotiabank – Mortgage Centre – Nassau, Bahamas

Royal Bank of Canada - Nassau, Bahamas

FINCO - Various Branches - Nassau, Bahamas

First Caribbean International Bank – Various Branches – Nassau, Bahamas

Colina Insurance – Mortgage Division

General & Specialty Contractors: (Quantity Surveying & Project Management)

SCORPIO Construction – Construction Company – Nassau, Bahamas

Sydmar Construction – Construction Company – Nassau, Bahamas

Penn's Renovation & Construction - Construction Company - Nassau, Bahamas

Smith/Thurston - Construction Company - Nassau, Bahamas

Caribbean Concrete – Construction Company – Nassau, Bahamas

Bahamas Kitchen & Bath – Nassau, Bahamas

Rodney Burrows Development – Construction Company - Exuma, Bahamas

W. Carver Grant - Engineering Company - Freeport, Grand Bahama

Ray Hepburn Construction – Construction Company – Nassau, Bahamas

Numerous Small Contractors

Architects: (Quantity Surveying & Project Management)

The Design Group Architects
Bruce Lafleur & Associates
Architects Incorporated
ARCONCEPTS Limited
ARCOP Architects Limited
Diamond Consultants Group
Michael Diggiss & Associates
Brad's Design Build Architects
Monarch Architects

Private Home Owners: (Quantity Surveying & Project Management)

Numerous Private Home Owners (More than fifty since the Company's Inception in 2000)

Real Estate Development Planning: (Business & Project Planning, Cash Flow Development, Investor Research, & Project Management)

VERITAS Consultants Limited has assisted and is presently assisting numerous potential developers with their Real Estate Ventures. These Ventures include: Residential Developments, Recreational Developments, Manufacturing Facilities, Commercial Real Estate Developments, General Business Development.

Project Management Training

Bahamas Contractors Association
Department of Environmental Health – (through Synergy Bahamas)
Ministry of Finance
Synergy Bahamas
General Project Management Classes held from September 2007

Subsidiary Companies

Bahamia Classics Development Company Limited

5. REFERENCES

Mr. Herbert Brown – Managing Director Public Hospitals Authority (242) 502 -1400

Mr. Michael Diggiss - Michael Diggiss & Associates (242) 327-8917

Mr. Donald Dean - The Architects Incorporated (242)352-4835

Mr. Bruce Lafleur - Bruce Lafleur & Associates (242)323-8421

Mr. Terrance Cartwright – Public Hospital Authority (242) 502-1470

Mr. Carlton Jones – Algoma Adjusters (242)-325-5591

6. ADDITIONAL INFORMATION

Principal & Technical Staff Resumes

7. SIGNIFICANT CURRENT/ RECENT PROJECTS

Job Name	Location	Total Project Value	Status	Service Offering
Marsh Harbour Airport	Marsh Harbour Abaco	B\$31MM	Complete	QS for Architects Incorporated
Airport Gateway Road Project	New Providence Bahamas	B\$71MM	Complete	Cost Consultant to Reiss Engineering
Memories Resort	Grand Bahama Island	B\$6MM	Complete	QS and Contractor Administrators
PHA Princess Margaret Hospital – New Operating Theatres	New Providence	B\$55MM	Complete	QS/PM for Michael Diggis & Associates
Superwash Bahamas Limited	New Providence Bahamas	B\$2MM	Construction	QS
WSC - Waste Treatment Plant	New Providence	B\$10MM	Construction	QS/PM
Flamingo Gardens Clinic Extension - (NIB)	New Providence	B\$1MM	Construction	QS/PM with Scorpio's Construction
Tri-Administrative Government Complex on 3 Islands for NIB	8 Mile Rock, Harbour Is, Bimini	B\$20MM	Planning	QS
Addington Medical Complex	New Providence	B\$33MM	Planning	PM/QS
Cat Island Airport	Cat Island	B\$14MM	Planning	QS
Movie Theatre Facility	New Providence	B\$20MM	Planning	PM/QS
Misc Small Public/Private Assignment		B\$8MM		QS/PM

Key:

Scheduling Consultants – Involves the development of the base schedule and the monthly monitoring of the Project's Progress.

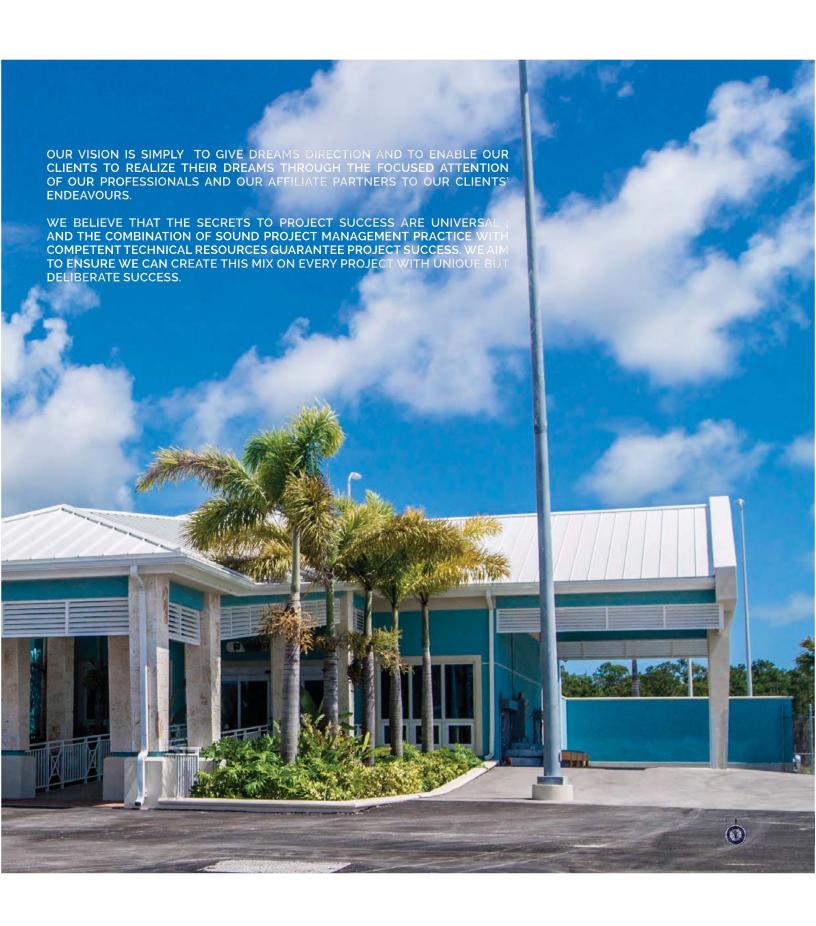
PM – Full Project Management Services including but not limited to all phases of project initiating and planning including the development of a Business Plan for Financing. The Service also includes Quantity Surveying (Project Costing) and Construction Management.

QS – Quantity Surveying, includes the development of iterative budgets from Schematic Design through to final Construction Documents, preparation of bid documents and cost tracking during the construction period. As QS Consultants we prepared and won tenders on the Contractors' behalf, and track cost during the construction period.

PP - Project Planning involves the development of a Business Plan and Project Preliminaries for Financing.







d ABOUT US

Founded in 2000, VERITAS Consultants Limited provides sound solutions for Construction Cost and Management, Project Management and Construction Services training. Our team of highly trained, dedicated and efficient technical staff tailor services to lend solutions for a variety of projects for both public and private clients.

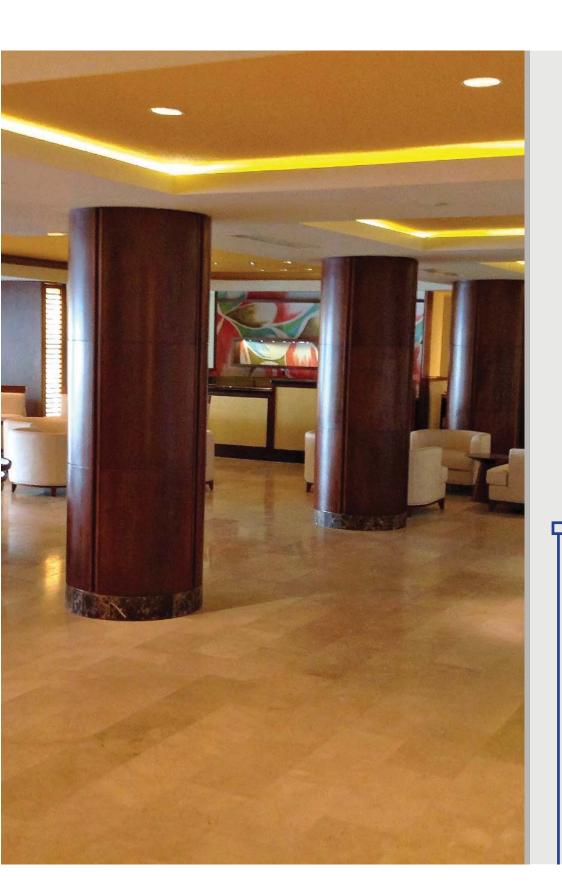
CONSTRUCTION SERVICES

As a leader in the market, VERITAS Consultants Limited specializes in providing a range of construction services to our clients, these services include:

REAL ESTATES DEVELOPMENT PLANNING

From concept to turn key, VERITAS Consultants Ltd. helps developers create strategies of success for any real estate development project. We specialize in giving direction on cost and construction logistics as well as data for feasibility studies and business plans. No matter what your platform, we have the solutions that can assist in the identification and quantification of project risks, and have led our clients to make prudent and informed real estate development decisions.





MEMORIES RESORT

\$6MM HOTEL RENOVATION
WITH A VERY AGGRESSIVE TIME
LINE. VERITAS CONSULTANTS
LIMITED WAS ENGAGED AS PROJECT
ADMINISTRATORS BY THE PRIME
CONTRACTOR AND WERE RESPONSIBLE
FOR BUDGET DEVELOPMENT, COST
CONTROL, SCHEDULE DEVELOPMENT
& MANAGEMENT, PROCUREMENT
MANAGEMENT, AND COMPILATION OF
WORK REPORTS ON A DAILY BASIS.

QUANTITY SURVEYING AND COST CONSULTING

Project budgeting from conceptual design to the completion of the construction, the preparation of Bills of Quantities, verification of the value of construction as works progress to completion are all a part of this service.

OWNER REPRESENTATIONS

We act on behalf of the owner for Design Management, Cost Planning and Construction Management. As professional advisors our primary objective is to protect the interest of the owner and ensure that all project stakeholders (Architects, Engineers and Contractors) have what they need to successfully perform their project tasks.

CONSTRUCTION LOGISTICS

Our team of professionals guide our clients through the intricacies of any construction project. Construction Field Process Development and Mapping for process improvement, record keeping and administrative tools are just some of the tools available to our clients as a means of ensuring that the client establishes, maintains or re-gains (where applicable) control of their real estate development or construction project.

SCHEDULE DEVELOPMENT AND MANAGEMENT

Using the Critical Path Method (CPM), our schedules provide the client with the most comprehensive means of tracking schedule progress, anticipating and mitigating against project delays, analysing the impacts of project delays, planning for project work and expenditure and defending against dubious claims for extensions of time. We use industry standard scheduling software and are able to provided scheduling solutions for projects of various scales.

DAMAGE AND REPAIR ASSESSMENT

We have a proven record for providing trusted structural damage assessments and replacement cost reports to insurance companies, financial institutions, insurance adjusters, commercial companies, private clients and individual home owners and associations alike. Whether it is after a hurricane, fire, flood or some other catastrophic event or simply determining construction replacement value for insurance purposes, we are here to help.







RECENT PROJECTS

NEW PROVIDENCE AIRPORT GATEWAY



PMH CRITICAL CARE BLOCK



MARSH HARBOUR INTERNATIONAL AIRPORT



JL CENTRE

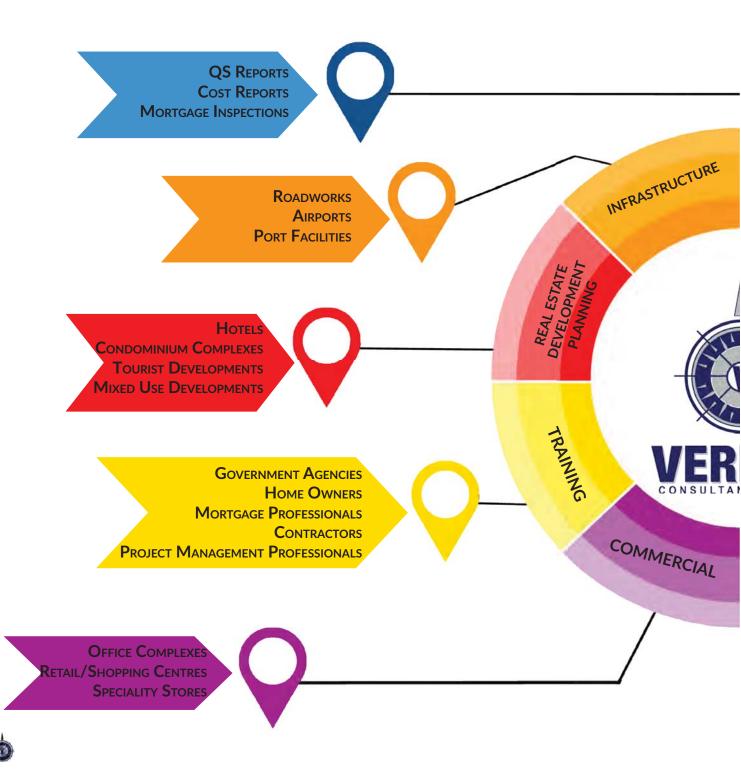


GOVERNMENT COMPLEX



Located in Freeport, Grand Bahama in the Bahamas, In the capacity of Project Quantity Surveyors VERITAS Consultants Limited was responsible for Payment Verification, Cost Reporting and cost analysis for Change Control on Nineteen Million Dollar (B\$19MM) Construction Budget for a Government Office Building.





SECTORS •









The company offers three (3) Project Management Courses:

- Project Management Tips 1 Day Introductory Project Management Course
- Project Management Basics 3 Day Project Management Training
- PMP Exam Preparation 2 Day PMP Exam Preparation Course

In addition to these courses the Company has developed a library of mind maps and visual tools that aid in sharing and maintenance of Project Management Knowledge.





INSURANCE INSPECTION CLIENTS

BAHAMAS FIRST ALGOMA ADJUSTERS CRAWFORD ADJUSTERS J.S. JOHNSON LIMITED







HEALTHCARE

INAGUA CLINIC
HAWKSBILL CLINIC RENOVATIONS
CRITICAL CARE BLOCK EXPANSION
FRESH CREEK CLINIC RENOVATIONS
COOPERS TOWN CLINIC RENOVATIONS
RAND MEMORIAL HOSPITAL OR EXPANSION
SANDILANDS REHABILITATION RENOVATIONS



GOVERNMENT AGENCY - CLIENTS

MINISTRY OF AGRICULTURE
WATER & SEWERAGE CORPORATION
MINISTRY OF ENVIRONMENT & HOUSING
MINISTRY OF WORKS AND URBAN DEVELOPMENT
BAHAMAS AGRICULTURAL AND INDUSTRIAL CORPORATION











MORTGAGE INSPECTION CLIENTS

FIRST CARIBBEAN INTERNATIONAL BANK SCOTIABANK (BAHAMAS) LIMITED BANK OF THE BAHAMAS





COMMERCIAL CLIENTS

BALMORAL CLUB
BURNS HOUSE LIMITED
HOFFER & SON RENOVATIONS
SUPERWASH BAHAMAS LIMITED





DEVELOPMENT & PLANNING PROJECTS

EIGHT MILE ROCK FISH FRY
TWO TURTLES HOTEL DEVELOPMENT
ADDINGTON DEVELOPMENT COMPLEX
FRENCH LEAVE - (FOR BRAD'S UNITED CONSTRUCTION)
PARADISE BLUE WATER - OCEAN CLUB CONDOMINIUM
COTTON BAY ESTATES & VILLAS - (FOR PENN'S CONSTRUCTION)

EDUCATION PROJECTS

ST. JOHN'S COLLEGE CAFETERIA
ST. BARNABAS PRE-SCHOOL RENOVATIONS
ST. ANNE'S HIGH SCHOOL CLASSROOM BLOCK EXPANSION
DORIS JOHNSON HIGH SCHOOL (FOR SCORPIO
CONSTRUCTION)



ERITAS Consultants Limited provides sound Project Management and Construction Services solutions with a particular focus on construction cost and management and Project Management training

At VERITAS Consultants Limited, our team of highly trained, dedicated and efficient technical staff are able to tailor solutions for a variety of projects in both the public and private sectors.









ABOUT US

SINCE THE YEAR 2000, VERITAS CONSULTANTS LIMITED HAS OFFERED CONSTRUCTION MANAGEMENT SERVICES IN AN AGENCY CAPACITY. THIS ALLOWS VERITAS CONSULTANTS LIMITED TO FUNCTION AS THE OWNER REPRESENTATIVES/AGENTS AND COORDINATE THE WORK OF PROJECT PROFESSIONALS THROUGH A DELIBERATE PROCESS THAT GREATLY IMPROVES THE PROBABILITY OF PROJECT SUCCESS.

BENEFITS

- REDUCED CONSTRUCTION OVERHEADS
- CLOSER OWNER CONTROLS
- STRICTER COST CONTROL
- OVERALL REDUCTION IN CONSTRUCTION ADMINISTRATION COST
- Broader accountability of contractors to owner



PRE-CONSTRUCTION

- DEVELOPMENT PLANNING & CONCEPTUAL STUDIES
- FEASIBILITY PLANS
- BUSINESS DEVELOPMENT PLANNING ASSISTANCE
- Design management
- PROJECT COST PLANNING

CONSTRUCTION MANAGEMENT

- TENDER ADMINISTRATION
- CONTRACTOR SELECTION
- CONTRACTOR COORDINATION
- PROJECT DOCUMENTATION/REPORTING
- PROCUREMENT MANAGEMENT
- CHANGE MANAGEMENT AND CONTROL
- CONTRACT ADMINISTRATION



GENERALLY CONSTRUCTION MANAGEMENT FEES ARE NEGOTIATED AND VARY DEPENDING ON THE EXTENT AND COMPLEXITY OF THE SERVICES REQUIRED.

TYPICAL USERS INCLUDE



GOVERNMENT AGENCIES

PRIVATE DEVELOPERS & RESIDENTIAL OWNERS





SMALL & MID SIZE CONTRACTORS



CONSTRUCTION MANAGEMENT (AGENCY) SERVICES IS IDEAL FOR THE CLIENT WHO MAY NOT HAVE THE EXPERTISE OR TIME TO MANAGE THEIR PROJECT THEMSELVES, BUT WISH TO CLOSELY MONITOR DEVELOPMENT ACTIVITIES. FOR LARGE SCALE DEVELOPMENTS IN PARTICULAR, THIS IS A WAY OF ASSURING THAT NOTHING IS WASTED AND ALL FACETS OF THE DEVELOPMENT PROCESS ARE PROPERLY COORDINATED AND SEAMLESSLY EXECUTED.







AGENCY SERVICES







Ruben Caputo

Solar and M2 Building Construction Consultant





Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

IE. ォ 表格 2 FORM 2

[第5條]

ORIGINAL

《商業登記條例》(第 310 章) BUSINESS REGISTRATION ORDINANCE (Chapter 310) (商業登記規例)

[regulation 5]

XXXXXXX XXXXXXXX BUSINESS REGISTRATION REGULATIONS BusinessXNeWnXiXRegistration Certificate

商菜 / XXXX 登記號

業務 / 法圆所用名稱 Name of Business/ Corporation

ITC GROUP LIMITED

業務 / 分行名稱 Rusinessa Branch Name

************************* **************************************

地址 Address ROOM 1204-1205 12/F OVERSEAS TRUST BANK BUILDING 160 GLOUCESTER ROAD WANCHAI

業務性質

CORP

Nature of Business

法律地位 Status

BODY CORPORATE

生效日期

屆滿日期

登記證號碼

登記費及徵費

Date of Commencement 26/03/2015

Date of Expiry 25/03/2016 Certificate No. 52031439-000-03-15-1

Fce and Levy

5-1 \$2,250 (登記獎 FEE = \$2,000) (徵費 LEVY = \$ 250)

請注意下列〈商業登記條例〉的規定:

Please note the following requirements of the Business Registration Ordinance:

- 1. 第 6(6)條規定任何業務獲發商業登記證或 分行登記證,並不表示該業務或經營該業 務的人或受僱於該業務的僱員已遵從有關 的任何法律規定。
- 2. 第 12 條規定各業務須將其有效的商業登記 證或有效的分行登記證於每一營業地點展 示。
- Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
- Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

級款時請將此商業*MX*XX登記證及級款通知書完整交出。在付款後,本級款通知書方成爲有效的商業/ XXX登記證。(請參閱背頁繳款辦法所載內容。)

Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business/AXXXX registration certificate upon payment. (Please see payment instructions overleaf.)

機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

++20201 09/04/15 56839155 893103 CHQ IRDB101 (12/2010)

学が多方知能に こうがんたいしゅんしゅんじょくさい ひととうしょ メタンがく ロックス・アン・ディング

等添如寒 17FM AND NOTE



10 Armstrong and Dowdeswell Streets, P.O. Box SS-6224 Nassau, New Providence The Bahamas

Phone: 242 325 8282 • Fax: 242 325 1739 Email:info.bahamas@nagico.com • http://www.nagico.com

THE SCHEDULE

THE CONTRACTORS "ALL RISKS" SCHEDULE attached to, and forming part of:

POLICY NO.: 81271400042

Schedule Number:

NAME:

D.T. CONSTRUCTION LTD. &/OR THE COLLEGE OF THE BAHAMAS FOR THEIR

RESPECTIVE RIGHTS & INTERESTS

Site of Construction:

ADDRESS: C/O BAHAMAS INSURANCE BROKERS & AGENTS LTD.

OAKESFIELD, NASSAU, BAHAMAS

NASSAU BAHAMAS

Name and Address of Employer:

Assignee: NONE

THE COLLEGE OF THE BAHAMAS OAKESFIELD, NASSAU, BAHAMAS

Currency: Bahamian Dollars

Clauses/Warranties: As per policy wording

Section I - Material Dama	ane

Insured Items	Sum Insured
Contract Work (permanent and temporary work, including all materials to be incorporated herein	0.00
1.1 Contract Price	3,186,300.00
1.2 Materials or Items supplied by the principal(s)	0.00
2. Construction Plant & Equipment	0.00
Construction Machinery (according to attached list)	0.00
4. Clearance of Debris	0.00

Total Sum	Insured Under Section I:	B\$3,186,300.00

Deductibles	
SEE CLAUSE C	
SEE CLAUSE C	
SEE CLAUSE C	

Section II - Third Party Liability Insured Items	Limits of Indemnity	Deductibles	
1.0 Bodily Injury	1,000,000.00	0.00	
1.1 Any one event	1,000,000.00	0.00	
1.2 Aggregate	1,000,000.00	0.00	
Property Damage	1,000,000.00	2,500.00	

Limit of indemnity in respect of each and every loss or damage and / or series of losses or damages arising out of any one event

Period of Insurance: (subject to the provision concerning the period

From: **December 23, 2013**

To: August 23, 2015

of cover)

Maintenance Period From: August 23, 2015

To: November 23, 2015

AGENT:

BAHAMAS INSURANCE BROKERS & AGENTS LTD

PREMIUM (including Tax) B\$20,927.33

Examined By:

DATE:

nagico\kimberley.hope 5/28/2015 5:44:25PM

SIGNED FOR AND ON BEHALF OF THE COMPANY

AUTHORIZED



10 Armstrong and Dowdeswell Streets, P.O. Box SS-6224 Nassau, New Providence The Bahamas

Phone: 242 325 8282 • Fax: 242 325 1739 Email:info.bahamas@nagico.com • http://www.nagico.com

Policy No: **81271400042**

Effective Date of the policy:

December 23, 2013

Endorsement No: 1

Effective Date of endorsement: May 23, 2015

Insured: D.T. CONSTRUCTION LTD. &/OR THE COLLEGE OF THE BAHAMAS FOR THEIR

RESPECTIVE RIGHTS & INTERESTS

CONTRACTOR'S "ALL RISK" EXTENSION **ENDORSEMENT**

It is hereby understood and agreed that effective May 23, 2015, the coverage under the above-mentioned contract has been extended, to expire August 23, 2015.

This results in an additional premium of \$6,475.90

Subject to all other terms and conditions of the policy

Signed the 23rd day of May, 2015 For and on behalf of the Company

Authorized Signature

C.C. Agent

BAHAMAS INSURANCE BROKERS & AGENTS LTD

RUBEN O. CAPUTO

Director/Partner of ITC Group Ltd.

Mr. Caputo is a Professional Engineer and entrepreneur who have over 25 years of experience in the construction development and high tech industry.

He worked in new product developments for Aerospace and Satellites communications with General Dynamics, Boeing, Mc Donald Douglas, Lockheed, US Army and Navy.

As an International Business entrepreneur, Mr. Caputo was involved in the development of the United Nations Global Compact program for emerging countries worldwide, as well as several strategic alliances between USA, Europe and China. In recent years, he has been involved in the development of the Emmedue Engineering Building System (M2) for the Caribbean countries, having several projects in the Bahamas, building commercial and residential projects for the high-end market; with an emphasis in ecofriendly solutions for the region.

Expertise in global business with deep-rooted experience in multi-cultural, economic and political affairs in Asian, European and Latin American countries.

Experienced in product development and new product launches for emerging industries. Combine knowledge of engineering, research and analysis, with strategic marketing and sales management to deliver superior products worldwide.

PROFESSIONAL EXPERIENCE

ITC Group Ltd. Hong Kong

Business Development Group for the Caribbean Region

2005 to Present

International Market Development - Trade - Import - Export

Participate in the Start up of the Company and Business development, marketing implementation, obtained government product approval and permits an Engineering Building System. Strategy alliances with vendors and corresponding logistics companies. Guide corporate strategies for the development and implementation of infrastructures in sales, marketing, research & development, engineering, and finance.

EMMEDUE SPA. Fano, Italy

2005 to Present

Innovative Building System

Advisor and Consultant for the USA and Caribbean region.

Providing consulting services to facilitate the product approval process for the United States market, through the ICC Evaluation Services.

CARTNER & FISK LAW FIRM. Washington DC. USA

2005 to 2008

Leader in the US. Maritime Law Association

Consulting and Advise Service

Participate in the process of documentation in the purchase legal agreement between the USA Coast Guard and the Navy of Latin American countries including, advising, translation and editing.

WSI INC. Irvine, CA. USA

2000 to 2005

International Developer for new products

Sales & Marketing Development Manager

Involved in the research and development of a telecommunication device in the field of the wireless technology for major brands. International Sales and Business development, oversaw all functional areas including finance, staffing, marketing, operations and international business affairs.

Create strategic plan, performed investment analysis, participated in product development and provided integration assistance and contract manufacturing for OEM customers.

Setting up companies in Barcelona (Spain), Sri Lanka, Hong Kong and Shenzhen (China).

GERBER SCIENTIFIC PRODUCTS INC. Hartford, CT. USA

1996 to 2000

Leader Manufacture of equipment for the Sign industry

International Sales & Marketing Manager

Expanded the company product line in the European and Latin American; a goal that was achieved during the first year in the Company and reached 75 percent of market share during the second year for the CNC (Computer Numerical Control machinery).

Contributed to the recruitment, training and retention of top-caliber sales professionals, and developed a team that was proficient in all levels of sales and marketing operations.

CHEVALIER MACHINERY INC. Santa Fe Springs, CA. USA

1994 to 1996

International Machine Tools Manufacture

International Sales Manager

Sales Manager in charge of the distributors internationally.

Managed sales representatives in 29 countries.

REPUBLIC LAGUN CNC CORP. Harbor City, CA. USA

1989 to 1994

Leader Manufacture of Machine Tools.

Domestic Sales Application Engineer.

1992 to 1994

From 1992, in charge of Sales Application Engineer of the Domestic Sales and Marketing for the distribution of the machinery including, training, promotion, organization in trade shows and presentations exceeding annual sales quotas. He managed 40 domestic distributors.

Plant Manager and US Government QA Assurance Manager

1989 to 1992

Project Coordinator for the development of new CNC (Computer Numerical Control) machinery.

Afterward appointed as QA Assurance Manager and developed a Quality Control Department and managed an R&D team for US Government Projects (US Army and US Air Force).

Later became the Plant Manager in charged of production of the machinery and its corresponding departments. *Select achievements*:

Establish a Quality control department and manage a R&D team.

US Government Project coordinator (Army and Air Force).

Managed 21 sales distributors.

CONQUEST INDUSTRIES CORP. Paramount, CA. USA

1986 to 1989

Research, Development and Production of High Tech products.

Developer and Chief Engineer

Involved in several projects for Mc Donald Douglas, General Dynamics and Boeing Aircraft in the development of communication devices as GSM/GPS chips and Telematics and Telemetrics as well and he managed an Engineering Department.

Manage an Engineering and Production department.

EDUCATION & TRAINING

UNIVERSITY OF BUENOS AIRES, ARGENTINA Mechanical Engineering (B.S. in Computer Numerical Control, CNC)

OTHER RESOURCES:

Computer Software Literacy: AutoCad, Corel Draw, Dynapath, CNC software. Computer proficient in a wide range of operating systems and software programs. Internet Literate.

PROFESSIONAL AFFILIATIONS

International Sales and Marketing Association, Academy of International Business, AIB American Society of Mechanical Engineers, ASME and American Concrete Institute, ACI.



25th. September 2015

To Whom It May Concern:

Re: Company Description

ITC Group Ltd, is a Hong Kong registered entity established with the purpose of provide Business Consulting and International Trading worldwide.

The company has been established over six years ago and have been successfully conducting business with several entities and projects in China, Italy, Saint Kitts, Dominican Republic and The Bahamas.

We have the expertise and training to represent the distributions and supply of the following products:

Emmedue (Innovative Building System), Italy

BCS High End Coral Stone Flooring – Dominican Republic

Superior Green Solutions products (Solar and wind energy production) China, Germany and USA

Wanjia Doors and Windows – China and Germany

SBS (Steel Structure and Pre fab buildings) – China

A copy of the company current registration is attached.

Sincerely,

ITC Group Ltd. Management



Emmedue and Solar Projects in The Bahamas in conjunction with DT Construction Ltd.:

- FYP Main and secondary buildings, Nassau \$2,380,000
- Hoobs Residence, Ocean Club \$3,130,000
- Four Charloteville Residencies, Charloteville \$3,700,000
- Yeshua Commercial Office Building, Carmichael Rd. \$812,000
- Fountain Residence, Palm Cay \$1,200,000
- Lyles Residence, Old Fort Bay \$6,800,000
- Fulmar Residencies, Lyford Cay \$5,960,000
- Sotheby Realty Office Building, Lyford Cay \$649,000
- Wilson Residence, Lyford Cay \$1,750,000
- College of The Bahamas School of Business Building, Nassau \$3,500,000
- Heath Residence, Long Island \$980,000
- Port Saint George Ltd, Four Four-Plex Apartments, Long Island \$3,900,000

Sonia Brown

Mechanical and Electrical Engineering with Plumbing Services







Paul Napier Limited, Centennium House, 100 Lower Thames Street, London, EC3R 6DL t: +44(0)20 7648 7400 f: +44(0)207 648 7401 e: info@paulnapieritd.com www.paulnapierlimited.co.uk

23rd July, 2015

Insurance Management (Bahamas) Limited P.O. Box SS 6283 Nassau Bahamas

COVER NOTE PN013558/2015

In accordance with your instructions we have effected an insurance contract with the security detailed below, subject to the following terms, clauses and conditions.

TYPE: ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY

INSURANCE

INSURED: GRAPHITE ENGINEERING LTD.

PRINCIPAL ADDRESS: P.O. Box GT 2832, East Bay Shopping Center, Nassau,

Bahamas

PERIOD: From 5th August 2015

To 5th August 2016

Both days at 00.01am local standard time at the principal

address of the Named Insured

INTEREST: All as more fully set forth in the policy wording.

LIMIT OF

INDEMNITY: (a) BSD 1,000,000 each claim, including Damages

and Claims Expenses

(b) BSD 1,000,000 in the aggregate, including

Damages and Claims Expenses

EXCESS: BSD 20,000 each claim, including Damages and Claims

Expenses

TERRITORIAL

LIMITS:

insuring Agreement V of wording amended to Bahamas

POLICY

JURISDICTION:

The Insured will only be defended or indemnified under this policy for claims made: Bahamas

CONDITIONS:

Wording: A&E as attached

- Retroactive Date: 5th August 2005 but 5th August 2008 in respect of increased limit in excess of BSD 250,000 as attached
- (2)All notices (including claims notification) to be made to Underwriters via Insurance Management (Bahamas) Limited, PO Box SS-6283, Nassau, Bahamas
- War and Terrorism Exclusion Endorsement as per (3)wording.
- (4) Asbestos Exclusion as per wording.
- (5) Toxic Mould Exclusion as per wording.
- (6) 60 day Premium Payment Clause LSW3000 as attached.
- (7) Condition XVI of wording deleted and replaced by Overseas Jurisdiction Clause NMA1483 as attached – law of Bahamas naming Higgs and Johnson, Ocean Centre, Montagu Foreshore, East Bay Street, PO Box N-3247, Nassau, Bahamas
- (8) Fraudulent Claim Clause LMA5062 as attached
- (9) Proposal form dated 15th July 2015.
- (10)In respect of the Assured's contract with Baha Mar, Underwriters waive their rights of subrogation against the Owner (Baha Mar). their respective parent companies. subsidiaries, related and/or affiliated companies, and each of all the foregoing companies' officers, directors, shareholders, partners, agents, employees and assigns.
- Sanction Limitation & Exclusion Clause as (11)attached

CHOICE OF LAW & JURISDICTION: (DISPUTES CLAUSE)

Law: **Bahamas** Jurisdiction: **Bahamas CHOICE OF LAW CLAUSE**

It is hereby noted and agreed by both Insurers and the Insured that any dispute concerning the interpretation of this Policy shall be governed by the laws of Bahamas whose courts shall have exclusive jurisdiction in any

dispute arising hereunder.

PREMIUM:

BSD 21,250.00

PREMIUM PAYMENT

TERMS:

60 day Premium Payment Clause LSW3000 as attached.

TAXES PAYABLE
BY REINSURED (and administered by

Insurer(s)): None

INSURER CONTRACT

DOCUMENTATION: This document details the contract terms entered into by

the insurer(s) and constitutes the contract document - no

further contractual documentation to be issued.

CONTRACT CHANGE DOCUMENTATION:

The contract change document(s) signed by insurers

shall form the evidence of the changes agreed.

INFORMATION: Proposal form dated 15th July 2015 seen and noted by

Underwriters hereon.

PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01 LSW3000

RETROACTIVE EXCLUSION CLAUSE

(1) No coverage for acts, errors or omissions prior to 5th August 2005

It is understood and agreed that, notwithstanding anything contained herein to the contrary, this Policy shall not indemnify the Assured in respect of any claim made against the Assured by reason of any negligent act, error or omission committed, or alleged to have been committed prior to 5th August 2005.

(2) Limited coverage for acts, errors or omissions prior to 5th August 2008

It is understood and agreed that, notwithstanding anything contained herein to the contrary, in respect of claims made against the Assured by reason of any negligent act, error or omission committed, or alleged to have been committed, prior to 5th August 2008, the coverage under the Policy shall be limited to BSD 250,000 (maximum, inclusive of Indemnity and costs and expenses).

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

OVERSEAS JURISDICTION CLAUSE

It is hereby agreed that:-

- 1. This Insurance shall be governed by the law of Bahamas whose Courts shall have jurisdiction in any dispute arising hereunder; and
- 2. Any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this Insurance may be served upon

Higgs and Johnson

of

Ocean Centre

Montagu Foreshore

East Bay Street

PO Box N-3247

Nassau

Bahamas

who have authority to accept service on their behalf.

23/7/64 NMA1483

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062 04/06/2006 Form approved by Lloyd's Market Association

SECURITY DETAILS

INSURER'S LIABILITY:

LMA3333

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 100%

EFFECTED WITH:

100.0000 % Lloyd's Syndicate AXS 1686

=======

100.0000 % of our 100.0000 % order

=======

Please examine this document carefully and if either the terms do not comply with your instructions or the security is unacceptable please advise immediately.

The Insured must comply with any Warranty contained within this insurance (whether express or implied). Failure to do so will discharge insurers from all liability.

You are required to disclose and properly represent, every material circumstance that would influence insurers' decision in accepting the risk. Failure to do so constitutes a breach of good faith and the insurer is entitled to avoid the contract from inception of the policy. This requirement is a continuing duty, so please ensure we are advised of any material alterations in order that your position in this respect is protected.

This Cover Note is provided by Paul Napier Limited as evidence of cover for this insurance contract, effected with the underwriters shown, using the information which you have provided or agreed, solely in our capacity as your agent and it is not an insurer approved document.

No further contractual documentation will be issued. If any terms, clauses or conditions are unclear, you are advised to contact us immediately. A copy of the insurer approved document can be provided on request.

Authorised Signatory For and on behalf of PAUL NAPIER LIMITED

DECLARATION PAGE FOR LLOYD'S LONDON ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE POLICY

CERTIFICATE NUMBER: 1131/PN013558/2015

Item 1. NAMED ASSURED and Principal Address:

GRAPHITE ENGINEERING LTD. P.O. Box GT 2832, East Bay Shopping Center Nassau Bahamas

Item 2. POLICY PERIOD:

From Inception: 5th August 2015

To Expiration: 5th August 2016

Both days at 00.01 am local standard time at the

principal address of the Named Assured

Item 3. Limit of Liability:

(a) The total Limit of Liability of the Underwriters, including DAMAGES and CLAIMS EXPENSES, for each CLAIM first made against the ASSURED and reported in writing to the Underwriters during the POLICY PERIOD shall not exceed

BSD 1,000,000

(b) The total Limit of Liability of the Underwriters, including DAMAGES and CLAIMS EXPENSES, for all CLAIMS first made against the ASSURED and reported in writing to the Underwriters during the POLICY PERIOD shall not exceed in the Aggregate

BSD 1,000,000

Item 4. Self-Insured Retention:

The Self-Insured Retention amount shall be separately applicable to each CLAIM first made during the POLICY PERIOD and shall apply to DAMAGES and CLAIMS EXPENSES

BSD 20,000

Item 5. Premium:

BSD 21,250.00

Item 6. Retroactive Date:

Coverage shall apply only to those CLAIMS or those matters reported pursuant to the terms and conditions of the Policy arising out of PROFESSIONAL SERVICES described in Definitions X and rendered on or after:

 5^{th} August 2005 but 5^{th} August 2008 in respect of increased limit in excess of BSD 250,000 as attached

Item 7. Service of Sult upon the Underwriters pursuant to Condition XVI may be made upon:

Condition XVI deleted and replaced by the Overseas Jurisdiction Clause NMA1483 attached.

Item 8. Recipient of Notice of ASSURED'S Cancellation Recipient of Notice of ASSURED'S intention to purchase EXTENDED REPORTING PERIOD Coverage and premium for EXTENDED REPORTING PERIOD Coverage:

Underwriters via Insurance Management (Bahamas) Limited PO Box SS-6283 Nassau Bahamas

Item 9. Recipient of Notice of ASSURED'S CLAIMS or potential CLAIMS as per Condition I of the policy:

Underwriters via Insurance Management (Bahamas) Limited PO Box SS-6283 Nassau Bahamas

Item 10. Proposal Form Dated:

15th July 2015

Dated in London: 21st July 2015

A&E 2003

NOTICE

This is a claims made and reported Policy. Unless stated otherwise coverage afforded under this insurance is limited to claims that:

- (a) are first made against the ASSURED during the POLICY PERIOD and reported in writing to the Underwriters either during the POLICY PERIOD, or within thirty (30) days after the expiration of the POLICY PERIOD and:
- (b) arise from PROFESSIONAL SERVICES rendered on or after the retroactive date stated in Item 6 of the Declarations.

The Limit of Liability available to pay DAMAGES shall be reduced and may be completely exhausted by the payment of CLAIMS EXPENSES. DAMAGES and CLAIMS EXPENSES shall be applied against the Self-Insured Retention.

Please review this Policy carefully with your insurance agent, broker or representative.

INSURING AGREEMENTS

The Underwriters, in consideration of the payment of the premium, and the ASSURED undertaking to promptly pay the Self-Insured Retention as described in Item 4 of the Declarations, and in reliance upon the statements and representations in the application and any supplemental materials submitted therewith, which are made a part hereof, and attached hereto and subject to all the terms and conditions of this Policy, agree with the ASSURED as follows:

I. COVERAGE - PROFESSIONAL LIABILITY

To pay on behalf of the ASSURED those sums which the ASSURED shall become legally obligated to pay as "DAMAGES" by reason of a CLAIM first made against the ASSURED during the POLICY PERIOD and reported in writing to the Underwriters either during the POLICY PERIOD, or within thirty (30) days after the expiration of the POLICY PERIOD arising out of any negligent act, error or omission in rendering or failure to render PROFESSIONAL SERVICES by the ASSURED or by any person for whose negligent act, error or omission the ASSURED is legally responsible except as excluded or limited by the terms, conditions and exclusions of the Policy.

II. DEFENCE AND SETTLEMENT

- (a) The Underwriters shall have the right and duty to defend, subject to the Limit of Liability, a CLAIM against the ASSURED seeking DAMAGES which are payable under the terms of this Insurance, even if any of the allegations of the CLAIM are groundless, false or fraudulent.
- (b) It is agreed that the Limit of Liability available to pay DAMAGES shall be reduced and may be completely exhausted by payment of CLAIMS EXPENSES. DAMAGES and CLAIMS EXPENSES shall be applied against the Self-Insured Retention.

- (c) The Underwriters shall have the right to make any investigation they deem necessary with respect to coverage, including, without limitation, any investigation with respect to the application, statements made in the application and any supplemental materials submitted therewith. The ASSURED shall submit for examination by a representative of the Underwriters, under oath if requested, in connection with all matters relating to this Policy.
- (d) If the NAMED ASSURED shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the CLAIM, Underwriters' liability for any DAMAGES and CLAIMS EXPENSES shall not exceed the amount for which the CLAIM could have been settled including the CLAIMS EXPENSES incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less and the Underwriters shall have the right to withdraw from the further defence thereof by tendering control of said defence to the NAMED ASSURED.
- (e) It is further provided that the Underwriters shall not be obligated to pay any DAMAGES or CLAIMS EXPENSES or to undertake or continue defence of a CLAIM after the applicable Limit of Liability has been exhausted by payment of DAMAGES or CLAIMS EXPENSES, or after deposit of any remaining Policy Limit in a court of competent jurisdiction and that upon such payment, the Underwriters shall have the right to withdraw from the further defence thereof by tendering the further control of said defence to the NAMED ASSURED.

III. LIMIT OF LIABILITY

- (a) The Limit of Liability stated in Item 3(a) of the Declarations is the limit of the Underwriters' liability for all DAMAGES and CLAIMS EXPENSES arising out of the same, related or continuing PROFESSIONAL SERVICES without regard to the number of ASSUREDS, CLAIMS or claimants.
- (b) The Limit of Liability stated in Item 3(b) of the Declarations is the total limit of the Underwriters' liability for all DAMAGES and CLAIMS EXPENSES arising out of CLAIMS or circumstances which might lead to a CLAIM first made and reported to the Underwriters during the POLICY PERIOD or during the EXTENDED REPORTING PERIOD and CLAIMS arising out of the same, related or continuing PROFESSIONAL SERVICES as such CLAIMS or circumstances which might lead to a CLAIM.
- (c) The Limit of Liability for the EXTENDED REPORTING PERIOD shall be part of, and not in addition to, the Limit of Liability of the Underwriters for the POLICY PERIOD.

IV. SELF-INSURED RETENTION

The Self-Insured Retention amount stated in Item 4 of the Declarations shall apply separately to each and every CLAIM and shall apply to DAMAGES and CLAIMS EXPENSES, separately or in combination. Subject to the Limit of Liability stated in Item 3 of the Declarations, the obligation of the Underwriters to pay on behalf of the ASSURED for DAMAGES and CLAIMS EXPENSES, separately or in combination, shall only be in excess of the Self-Insured Retention amount, and only after the ASSURED has fully paid the Self-Insured Retention.

V. TERRITORY

The insurance afforded herein applies worldwide.

EXCLUSIONS

This Policy shall not apply to CLAIMS or CLAIMS EXPENSES arising out of:

- Any CLAIM or circumstance that might lead to a CLAIM in respect of which any ASSURED, prior to the commencement of this Policy, has given notice to an insurer of any other policy;
- II. Any facts or circumstances known to the ASSURED prior to commencement of this Policy which a reasonably prudent person, if aware of said facts or circumstances, might expect to give rise to a CLAIM against the ASSURED:
- III. Any fraudulent, criminal, malicious or knowingly or intentionally wrongful or dishonest acts, errors or omissions of any ASSURED. However, nothing contained in the foregoing shall exclude coverage to the NAMED ASSURED or to any other ASSURED who neither committed nor had knowledge of such acts, errors or omissions as described above except that this Policy shall then only pay in excess of the full extent of the assets in the NAMED ASSURED of any ASSURED who committed such acts, errors or omissions as described above, and any other personal assets of such ASSURED recovered by the NAMED ASSURED shall inure, to the extent of the amount paid by this Policy, to the benefit of Underwriters;
- IV. Any ASSURED acting in his capacity as a principal, partner, director and/or officer of any entity other than the NAMED ASSURED;
- V. Any liability, or alleged liability, of one or more ASSUREDS under this Policy to any other one or more ASSUREDS under this Policy;
- VI. Any joint ventures. This exclusion does not apply to legal liability that arises out of a negligent act, error or omission in the performance of the ASSURED'S PROFESSIONAL SERVICES in a joint venture if endorsed as an additional ASSURED on the Policy;
- VII. Any projects where project specific professional liability insurance has been purchased and is in force, unless specifically endorsed hereon;
- VIII. The advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, either with respect to the ASSURED or any other person;
- IX. Personal injury, bodily injury, sickness, disease or death to any employee of the ASSURED arising out of and in the course of employment by the Assured, or any obligation which the Assured or any carrier as insurer may be liable under any worker's compensation, unemployment compensation, employers liability, disability benefits law or under any similar law;
- X. Express warranties and guarantees;
- XI. The design or manufacture of any goods or products which are sold or supplied by the ASSURED or by others under license from the ASSURED;
- XII. Infringement of a copyright, trademark or patent;
- XIII. PROFESSIONAL SERVICES performed for any entity which:
 - A. is operated, managed or controlled by the ASSURED or any individual ASSURED;
 - B. the ASSURED or any individual ASSURED has an ownership interest;

- C. the ASSURED or individual ASSURED is an officer or director; or
- D. wholly or partly owns, operates, controls or manages the ASSURED.

This exclusion does not apply to legal liability that arises out of a negligent act, error or omission in the performance of the ASSURED'S PROFESSIONAL SERVICES in a joint venture if endorsed as an additional ASSURED on the Policy;

- XIV. Either in whole or in part, directly or indirectly, based upon, relating to:
 - The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
 - Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;
 - B. Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

Underwriters will have no duty or obligation to defend any ASSURED with respect to any CLAIM or governmental or regulatory order, requirement, directive, mandate or decree which arises out of, either in whole or in part, directly or indirectly, based upon or relates to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

- XV. Either in whole or in part, directly or indirectly, based upon, relating to:
 - A. the actual, alleged or threatened discharge, dispersal, release or escape of POLLUTANTS; or
 - B. any governmental, judicial or regulatory directive or request that the ASSURED or anyone acting under the direction or control of the ASSURED test for, monitor, clean up, remove, contain, treat, detoxify or neutralize POLLUTANTS.

This exclusion does not apply to CLAIMS or CLAIMS EXPENSES resulting from PROFESSIONAL SERVICES by or on behalf of the ASSURED in the design or construction of:

- (a) wastewater, STORM WATER, and domestic sewage collection and treatment systems, including those receiving industrial WASTE, but only if such industrial WASTE is pretreated in accordance with applicable governmental or regulatory standards; or
- (b) potable water systems; or
- (c) heating, ventilating, or air conditioning systems or electrical systems; but pollution arising from systems designed for the purpose of controlling, removing or eliminating POLLUTANTS is excluded;

- XVI. Either in whole or in part, directly or indirectly, out of or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- XVII. The liability of others assumed by the ASSURED under any contract or agreement, including a hold harmless agreement, either oral or written, except and to the extent the ASSURED would have been liable in the absence of such contract or agreement;
- XVIII. Sanctions, fines, penalties, taxes, multiple damages, exemplary damages, punitive damages and any matters uninsurable under the law under which this policy shall be construed;
- XIX. Demands for the return or reimbursement or payment of fees paid to or owed to the ASSURED;
- XX. Any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
- XXI. The insolvency or bankruptcy of any ASSURED or of any other entity including but not limited to the failure, inability, or unwillingness to pay CLAIMS, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;
- XXII. Resulting from actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- XXIII. Any ASSURED'S activities and/or capacity as a Fiduciary under the Employee Retirement Income Security Act of 1974 and its amendment or any regulation or order issued pursuant thereto.

DEFINITIONS

As used throughout this Policy, whether expressed in singular or plural:

- I. ASSURED shall mean:
 - (a) the NAMED ASSURED designated in Item 1 of the Declarations;
 - (b) a present principal, partner, director or officer of the NAMED ASSURED but only while acting in his capacity as such on behalf of the NAMED ASSURED;
 - (c) a present employee of the NAMED ASSURED but only while acting in his capacity as such on behalf of the NAMED ASSURED;
 - (d) a former principal, partner, director, officer or employee (and estate of any such former principal, partner, director, officer or employee) of the NAMED ASSURED, but only while acting in his capacity as such on behalf of the NAMED ASSURED during the period of such service with the NAMED ASSURED, provided always that any such ASSURED must have been performing those PROFESSIONAL SERVICES;
 - (e) the legal heir, executor, administrator or legal representative of the ASSURED in the event of the ASSURED'S death, incapacity or bankruptcy, but only with respect to the performance of PROFESSIONAL SERVICES.

- II. CLAIM shall mean a demand received by any ASSURED for money or services, including the service of suit or institution of arbitration proceedings, which is covered under the terms of the Policy. Two or more CLAIMS arising from a single or related series of negligent acts, errors or omissions shall only be considered as a single CLAIM if such CLAIMS arise out of the performance of PROFESSIONAL SERVICES for a single project.
- III. CLAIMS EXPENSES shall mean those fees, costs and expenses incurred by an attorney designated by the Underwriters to represent the ASSURED in the defence and investigation of any CLAIM, and such expenses or charges shall apply to the ASSURED'S responsibility to pay the Self-Insured Retention.
 - CLAIMS EXPENSES do not include salaries, overhead or other internal expenses, including travel charges, incurred by the ASSURED for time spent cooperating in the defence and investigation of any CLAIM, and no such expenses or charges shall apply to the ASSURED'S responsibility to pay the Self-Insured Retention.
- IV. DAMAGES shall mean a judgment, award or settlement, including any interest thereon.
- V. EXTENDED REPORTING PERIOD shall mean the 12 month period of time after the end of the POLICY PERIOD for reporting CLAIMS as provided in CONDITIONS II of this Policy.
- VI. HOSTILE FIRE means a fire or explosion which is uncontrollable or breaks out from where it was intended to be.
- VII. NAMED ASSURED shall mean only those persons, partnerships, corporations or entities specified in Item 1 of the Declarations. The term NAMED ASSURED shall not include any partnerships, corporations or entities formed or acquired by the NAMED ASSURED subsequent to the inception date of this Policy unless specifically endorsed hereon.
- VIII. POLICY PERIOD shall mean the period of time between the inception date shown in Item 2 of the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any EXTENDED REPORTING PERIOD hereunder.
- IX. POLLUTANTS means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, WASTE, and any of the following except when resulting from a HOSTILE FIRE: heat, smoke, vapour, soot or fumes.
- X. PROFESSIONAL SERVICES shall mean only those services provided by the ASSURED acting in the capacity of an architect, engineer, landscape architect, land surveyor, or as specifically endorsed hereon.
- XI. STORM WATER means water from rain, hail, snow or sleet.
- XII. WASTE includes but is not limited to, materials to be recycled, reconditioned or reclaimed.

CONDITIONS

A. NOTICE OF CLAIMS

If any CLAIM is made against the ASSURED, whether or not the alleged DAMAGES fall within or in excess of the Self-Insured Retention, the ASSURED shall have the duty to immediately give written notice to the Underwriters' representatives.

Such written notice must contain complete details of the CLAIM, the exact date the CLAIM was first made, the location, the circumstances giving rise to such CLAIM, the identity of all claimants and a full description of the nature and scope of the alleged DAMAGES. The ASSURED must immediately forward every demand, notice, summons or other process received by it or its representative, upon receipt thereof, to Underwriters' representatives, as per Item 9 of the Declarations.

B. NOTICE OF CIRCUMSTANCES

If the ASSURED becomes aware of any specific negligent act, error or omission which may reasonably be expected to give rise to a CLAIM, the ASSURED shall, during the POLICY PERIOD, give written notice to Underwriters of:

- (i) the specific act, error or omission;
- (ii) the injury or damage which has or may result from such act, error or omission; and
- (iii) the circumstance by which the ASSURED first became aware of such act, error or omission.

If the ASSURED complies with the foregoing notice requirements (i), (ii) and (iii), any CLAIM subsequently made against the ASSURED arising out of such act, error or omission shall be treated as a CLAIM first made on the date on which such written notice was received by Underwriters.

For purposes of providing notice to Underwriters under CONDITIONS I B, such notice shall be given to the Underwriters representatives as per Item 9 of the Declarations.

II. PURCHASE OF EXTENDED REPORTING PERIOD

(i) In the event of cancellation or non-renewal of this Policy by the Underwriters, the NAMED ASSURED designated in Item 1 of the Declarations shall have the right, upon payment in full and not proportionally or otherwise in part of one hundred percent (100%) of the Premium set forth in Item 5 of the Declarations, to have issued an endorsement providing a twelve (12) month EXTENDED REPORTING PERIOD for CLAIMS first made against any ASSURED and reported to Underwriters during the EXTENDED REPORTING PERIOD,

- and arising out of any negligent act, error or omission committed on or after the Retroactive Date set forth in Item 6 of the Declarations and before the end of the POLICY PERIOD, subject to the conditions set forth in the definition of EXTENDED REPORTING PERIOD herein. In order for the NAMED ASSURED to invoke the EXTENDED REPORTING PERIOD option, the payment of the additional premium for the EXTENDED REPORTING PERIOD must be received by Underwriters within 30 days of non-renewal or cancellation.
- (ii) The Limit of Liability for the EXTENDED REPORTING PERIOD shall be part of, and not in addition to, the Limit of Liability of the Underwriters for the POLICY PERIOD.
- (iii) The quotation by Underwriters of a different Premium or Self-Insured Retention or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- (iv) The right to the EXTENDED REPORTING PERIOD shall not be available to the NAMED ASSURED where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an ASSURED to pay such amounts in excess of the applicable Limit of Liability or within the amount of the applicable Self-Insured Retention.
- (v) All notices and premium payments with respect to the Extended Reporting option shall be directed to Underwriters through the entity named in Item 8 of the Declarations.
- (vi) At the commencement of the EXTENDED REPORTING PERIOD the entire premium shall be deemed earned, and in the event the NAMED ASSURED terminates the EXTENDED REPORTING PERIOD for any reason prior to its natural expiration, Underwriters will not be liable to return any premium paid for the EXTENDED REPORTING PERIOD.

III. COOPERATION AND ASSISTANCE OF THE ASSURED

The ASSURED shall have the duty to cooperate fully with and assist the Underwriters and their representatives with respect to the investigation, settlement or defence of any CLAIM or potential CLAIM.

It is expressly understood however that in no event shall the ASSURED be reimbursed for loss of earnings or fees, or for internal expenses or costs incurred in cooperating with or assisting the Underwriters in investigating or settling any CLAIM at the direction of the Underwriters or in the ASSURED'S defence of any CLAIM, nor shall any such loss of earnings or fees or costs or expenses apply to the ASSURED'S responsibility to pay the Self-Insured Retention.

However, the above condition does not apply to reasonable costs incurred, with the express consent of Underwriters, in securing the co-operation of former principals, officers or employees of the NAMED ASSURED in the defence of a CLAIM otherwise covered herein.

IV. ADMISSION OF LIABILITY

The ASSURED shall not, without the prior written consent of the Underwriters, incur any expenses, including but not limited to forgoing or reducing any compensation due or alleged to be due, or make any other payment, assume any obligation, make any settlement, attempt any remedial measure or in any way admit or acknowledge liability in connection with any CLAIM or potential CLAIM. If this condition is breached, coverage is null and void for any such CLAIM or potential CLAIM.

V. NO ACTION AGAINST UNDERWRITERS

No action shall lie against the Underwriters or their representatives unless, as a condition precedent thereto, the ASSURED shall have fully complied with all the terms and conditions of this Policy, or until the amount of any DAMAGES has been finally determined either by operation of law or by written agreement of the ASSURED, the claimant and the Underwriters.

Nothing contained in this Policy shall give any person or organisation any right to join Underwriters as a defendant or co-defendant or other party in any action against the ASSURED to determine the ASSURED'S liability.

VI. OTHER INSURANCE

The coverage afforded by this Policy shall be excess of all other applicable insurance, whether or not valid or collectible, including any Self-Insured Retention portion thereof.

VII. CHANGES

None of the Insuring Agreements, Exclusions, Definitions or Conditions or other terms of this Policy shall be amended, waived or otherwise changed except by endorsement hereto signed by the Underwriters.

VIII. NAMED ASSURED AS AGENT

The NAMED ASSURED specified in Item 1 of the Declarations shall be considered the agent of all ASSUREDS with respect to the giving of or receipt of all notices pertaining to this Policy and shall be responsible for the payment to the Underwriters of all premiums and for payment of the Self-Insured Retention.

IX. PREMIUM

The premium for this Policy shall be the amount specified in Item 5 of the Declarations.

X. SUBROGATION

In the event of any CLAIM under this Policy, the Underwriters shall be subrogated to all of the ASSURED'S rights of recovery against any person or entity, and the ASSURED shall execute and deliver to the Underwriters any and all necessary documentation, instruments and records and do whatever else is necessary to secure and enforce such rights. The ASSURED shall take no action after such CLAIM is made against it which prejudices such rights of Underwriters.

XI. ASSIGNMENT

No assignment or transfer of any ASSURED'S rights under this Policy shall bind the Underwriters.

XII. APPLICATION

By acceptance of this Policy, all ASSUREDS agree that the statements contained in the application and any supplemental materials submitted therewith are their agreements and representations, that this Policy is issued in reliance upon the truth thereof, and that this Policy embodies all agreements existing between themselves and the Underwriters. The application and any supplemental materials submitted therewith or a copy thereof is attached to and is specifically made a part of this Policy and is the basis upon which this Policy is issued.

XIII. CANCELLATION

- A. This Policy may be cancelled by the NAMED ASSURED by surrender thereof to Underwriters or by mailing to Underwriters through the entity named in Item 8 of the Declarations written notice stating when thereafter the cancellation shall be effective. The Underwriters may cancel this Policy by mailing to the NAMED ASSURED at the address shown in the Declarations written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Underwriters cancel this Policy because the ASSURED has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the NAMED ASSURED at the address shown in the Declarations stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery (where permitted by law) of such written notice either by the NAMED ASSURED or by the Underwriters shall be equivalent to mailing.
- B. If the NAMED ASSURED cancels this Policy earned premium shall be computed in accordance with the attached short rate table and procedure.
- C. If the Underwriters cancel this Policy prior to any CLAIM being reported under this Policy, earned premium shall be computed pro rata.
- D. The premium shall be deemed fully earned if any CLAIM or circumstance that might lead to a CLAIM under this Policy is reported to Underwriters on or before the date of cancellation.
- E. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIV. WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes DAMAGES or CLAIMS EXPENSES directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes DAMAGES or CLAIMS EXPENSES directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any DAMAGES or CLAIMS EXPENSES are not covered by this insurance the burden of proving the contrary shall be upon the ASSURED.

In the event any portion of this Section XIV is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

XV. FORFEITURE

Any (a) action or failure to act by the ASSURED with the intent to defraud the Underwriters or (b) material misrepresentation or non-disclosure of any material fact by the ASSURED in the application or in any supplemental materials submitted therewith shall render this Policy null and void, and all coverage hereunder shall be forfeited.

XVI. SERVICE OF SUIT

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due under this Policy, Underwriters hereon, at the request of the ASSURED, will submit to the jurisdiction of a court of competent jurisdiction within the United States. This Condition does not constitute and should not be understood to constitute an agreement by Underwriters that an action is properly maintained in a specific forum, nor may it be construed as a waiver of Underwriters' rights to commence an action in a court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any State of the United States, all of which rights Underwriters expressly reserve. It is further agreed that service of process in such suit may be made upon the Underwriters' representatives specified for that purpose in Item 7 of the Declarations.

The Underwriters' representatives are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the ASSURED to give written undertaking to the ASSURED that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision thereof, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the ASSURED or any legal representative of the ASSURED arising out of this contract of Insurance, and hereby designate the Underwriters' representatives as the persons to whom the said officer is authorised to mail such process or a true copy thereof.

XVII. SHORT RATE CANCELLATION TABLE

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the ASSURED the Earned Premium shall be computed as follows:

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:

Days Insurance		Per cent. of One Year	Days Insurance in		Per cent, of
in Force		Premium	Force		One Year Premium
intoice		Hennon	TOICE		riemon
1 - 73	***************************************	30	206 - 209		66
74 - 76	***************************************	31	210 - 214	(7 months)	67
77 - 80	***************************************	32	215 - 218	***************************************	68
81 - 83	***************************************	33	219 - 223		69
84 - 87	***************************************	34	224 - 228		70
88 - 91	(3 months)	35	229 - 232		71
92 - 94	***************************************	36	233 - 237	****************	72
95 - 98	***************************************	37	238 - 24 1	***************************************	73
99 - 102	***************************************	38	242 - 246	(8 months)	74
103 - 105	######################################	39	247 - 250		75
106 - 109		40	251 - 255		76
110 - 113	**************************************	41	256 - 260		77
114 - 116	***************************************	42	261 - 264		78
117 - 120		43	265 - 269		79
121 - 124	(4 months)	44	270 - 273	(9 months)	80
125 - 127		45	274 - 278	(,	81
128 - 131		46	279 - 282		82
132 - 135		47	283 - 287	***************************************	83
136 - 138		48	288 - 291	***************************************	84
139 - 142		49	292 - 296	***************************************	85
143 - 146		50	297 - 301		86
147 - 149		51	302 - 305	(10 months)	87
150 - 153	(5 months)	52	306 - 310	(10 11011113)	88
154 - 156	(0 1101111)	53	311 - 314	***************************************	89
157 - 160	***************************************	54	315 - 319	***************************************	90
161 - 164	***************************************	55	320 - 323		91
165 - 167		56	324 - 328	***************************************	92
168 - 171		57	329 - 332	***************************************	93
172 - 175		58	333 - 337	/11 months	73 94
176 - 178	***************************************	59	338 - 342	(11 months)	* -
179 - 182	(6 months)			***************************************	95
183 - 187	,	60	343 - 346	***************************************	96
		61	347 - 351		97
188 - 191	***************************************	62	352 - 355		98
192 - 196	***************************************	63	356 - 360	***************************************	99
197 - 200		64	361 - 365	(12 months)	100
20 1 - 205	***************************************	65			

- B. For Insurances written for more or less than one year:
 - 1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
 - 2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any CLAIM or any circumstance that could reasonably be the basis for a CLAIM is reported to Underwriters under this Policy on or before such date of cancellation.

Sonia Brown, PE

Graphite Engineering Ltd.
P. O. Box GT-2832
Nassau, Bahamas
(242) 393-6465 – T; (242) 393-6466- F
sbrown@graphitebahamas.com

Professional Profile:

An organised, analytical and professional individual with vast experience in Mechanical Engineering across a variety of sectors. Exceptional attention to detail, communication skills and vast experience managing projects ensuring that all deliveries are managed and executed in a timely, safe and efficient manner. A capable leader able to build effective relationships at all levels with clients, colleagues and contractors. Expertise in building services design, mechanical engineering, project management and business development.

Core Competencies:

- Excellent time management and multitasking abilities.
- Vast experience in Mechanical Engineering, Project Management, Business Development.
- Exceptional interpersonal skills with the ability to communicate at all levels.
- Co-ordination, leadership and development of multidisciplinary, multinational operations teams.
- Excellent negotiation skills.
- Writer in the area of Sustainability.
- Practical approach to assessment.

Membership in Professional Associations and Publications:

- Registered Professional Engineer- Professional Engineers Board, Bahamas.
- Registered Professional Engineer- State of Florida #56179.
- Past President- Bahamas Society of Engineers- part of the team that enabled the Engineers' legislation change for Bahamian Engineers.
- American Society of Heating, Refrigerating and Air-conditioning Engineers.
- National Fire Protection Association.
- Member International Women's Forum- Bahamas Chapter.
- President- Providing Access to Continued Education Foundation.

Employment History:

2005 - Present: Graphite Engineering Ltd, Principal Engineer

- Responsible for 5 15 staff members, including Technical Assistants and Mechanical/Electrical engineers.
- Responsible for gaining new business and business development.
- Manage a distributed work force.
- Compiling business proposal and budgets.
- Identifying the correct team for projects.
- Negotiating with clients and assessing their needs.
- Analysing information packages and presenting alternatives to clients to offer reasonable solutions.
- Liaising with Architects, Structural Engineers, Quantity Surveyors and Design Teams.
- Ensuring key personnel attend meetings.
- Completing field, quality, progress and code analysis reports.
- Liaising with local governing bodies to discuss legalisation.
- Responsible for invoicing and billing.
- Managing and maintaining relationships with contractors.

Key Projects:

2011: Baha Mar Development, Cable Beach, Bahamas

\$3.6 billion project.

- Directly managing 15 people.
- Responsible for revealing hundreds of drawings to ensure compliance with the Bahamas' building codes.
- Bringing any issues to attention and providing solutions.
- Approving and reviewing construction documents.
- Liaising with Engineers from New York.
- Ensuring all work was code compliant.

Key Achievements:

- Maintaining an excellent working relationship with both the client and the contractor.
- Playing an instrumental role in the project resulting in exceptional quality work.
- Ensuring all drawings were approved by the local authority.

2008: Renovation of Lynden Pindling International Airport, Bahamas

\$400 million project.

- Working within an international team.
- Responsible for Mechanical: air-conditioning, plumbing and fire protection works.
- Responsible for quality control.
- Overseeing testing and assisting with construction administration.

Key Achievements:

- Participating in a project that involved a team of engineers from the Bahamas.
- All 3 phases delivered on time and within budget.
- Using local knowledge and technical insight to suggest improvements.

2002 - 2005: Kerzner International, Director of Projects

Executed multi-million dollar capital budget for 2,300 room hotel property.

- Liaising with the Chief Operating Officer, Chief Executive Officer and the Chief Finance Officer to make decisions on capital projects.
- Executing and overseeing the capital expenditure budget.
- Analysing the capital budget to determine what work can be carried out.
- Assisting with formulating requests for capital expenditure in an improved format.
- Executing projects within a limited time frame and strict budget restrictions.
- Liaising with the Owner to provide progress reports on works.

Key Achievements:

- First Bahamian to be appointed to the role.
- Introduced transparent bidding system to attain better quotes for hotel management and fairer process for bidders.
- Ensured safe and code compliant installations by mandating that licensed tradesmen conducted the work- protecting owner, staff and clients.

1995 – 2002: Ministry of Public Works, Engineer

Responsible for design and project management of MEP projects for the government of the Bahamas.

Education:

1990 -1994: University of The West Indies, St. Augustine, Trinidad

B.Sc (Hons) Mechanical Engineering

1988 – 1990: University of The West Indies, Mona, Kingston, Jamaica

Pre-qualification for Engineering Programme

1986 - 1988: College of The Bahamas

Major: Biology & Chemistry

References Available Upon Request



CONTACT INFORMATION:

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sonia.brown37 (Skype)

<u>Graphite Engineering Ltd</u>. is a leader in the Engineering community in The Bahamas. We are a diverse and dynamic team of professionals that taken individually are accomplished but as a unit we are unmatched. We remain very nimble and flexible and can be as small or big as we need to be.

Each client is assured of focused and individual attention as we always aim to assemble the perfect team for your specific project.

Our services include complete Mechanical and Electrical Engineering Consultancy Services for buildings of all types.

First Class Service

We are driven to deliver a very high level of service to our customers at each stage of the project. Experience has taught us that clients want to work with professionals that are reliable, accessible and easy to work with and our goal is to exceed your expectations by; a) having a clear understanding of your needs, b) establishing good dialogue early on, and c) attaining feedback after project completion to ensure we consistently improve our services.

On Time Service

Our company's policy has always been to avoid taking on more work than we can turnover in a reasonable and agreed time frame.



Rigorous Internal Peer Review

We have a checklist of components that should be included in a drawing based on the building type and this is utilized to reduce eliminations and errors. There is a process of having the drawings undergo a rigorous peer review to ensure the quality of the overall design.

Coordinated Designs

One of the most critical factors that affect staying within schedule and on budget is careful coordination of building systems. This is an area we pay keen attention to by working with all team members to ensure a comprehensive and cohesive design.

Complete Service

In addition to providing expert engineering design and documentation we can assist with a full level of construction administration. We view the site meetings as being extremely important in heading off any future problems when finish work is in place and equally important in advising the clients of the potential impact that proposed changes can have on time and on budget. By following the course of the project from concept to completion we remain committed to ensuring our clients receive a first class product.

SERVICES

Full Range of Mechanical and Electrical Consultancy Services

Project Consulting Services are offered to clients who are looking for assistance in transforming an idea to reality. We work closely with our clients to ensure that these essential building systems are designed and installed to function as efficiently as possible and at the same time mesh with the building envelope. Design and Project Management Services in the following disciplines for new construction or renovations are offered:

Consultancy Services are offered in all of the following areas.

- Air-Conditioning and Ventilation
- Water Supply and Distribution
- Drainage, Waste and Venting
- Fire Protection
- Electrical



Experts in the Industry

Contract Administration Services would include:

- Preparing bid documents
- Tendering
- Bid analysis and review
- Payment certification
- Inspections
- Punch listing



Statement of Experience

We have selected two projects for your information.

Lynden Pindling International Airport

Graphite was involved in this project that was completed over a five year period to construct a new international airport for New Providence, The Bahamas. We provided services as Engineer of Record in the Mechanical division and additionally provided Construction Administration services for this \$400 million project.

In this role we were responsible for review of the mechanical design drawings and specifications, ensuring compliance with the local codes and making key recommendations as it relates to optimizing the design to best suit the local requirements, ease of maintenance and durability.

In the construction phase we oversaw the installation over the three phases, conducting field inspections, attending meetings as required, review of submittals and shop drawings.

At the end of each phase we assisted with punch lists and were responsible for signing off to signify substantial completion.

Project Cost: \$400 million

Timeline: 5 years

Baha Mar Resort

Graphite is the Mechanical, Electrical, Plumbing and Fire Protection (MEPFP) Engineer of Record for this \$3.6 billion project being undertaken on Cable Beach. We also have responsibility for the MEPFP Construction Administration for the entire project.

We assembled a team of professionals to assist us with review of drawings and specifications during the design phase. Once we were satisfied that the drawings complied with the relevant codes we stamped, signed and dated the drawings and facilitated approval of the same by the Buildings Control Department.

For the construction administration phase we expanded our team to cover inspection required for air-conditioning, ventilation, plumbing, fire protection, electrical (including IT, fire alarm and low voltage systems), elevator and LPG.



Experts in the Industry

We ensure compliance with local codes and project specifications. We work closely with the contractor and our client aid in the execution of this project of national significance.

On this project we worked with AECOM who is the Executive Architect of the entire project.

We had an opportunity to work closely with their design team on the Convention Center as we were tasked with review of the engineering drawings for this aspect of the works. We enjoyed a very good working relationship with this team and look forward to the opportunity to work with them again.

Project Cost: \$3.6 billion

Timeline: 2011- present (Ongoing)

Statement of Staff Qualifications

LEADERSHIP

Sonia Brown, PE is the Principal of Graphite Engineering Ltd, a leading engineering firm in The Bahamas. She was educated at the College of The Bahamas and the University of The West Indies and has twenty years' experience in the engineering industry. She began her career in engineering soon after earning a degree in Mechanical Engineering with honours.

The Ministry of Public Works proved an invaluable stepping stone where, for seven years, she developed and contributed to many projects of national significance. She further expanded her experience during a rewarding three-year term as Director of Projects in the Facilities Division at Atlantis, Paradise Island Resort, maintaining responsibility for the management and execution of a multi-million-dollar capital budget for the entire property on Paradise Island.

A former president of the Bahamas Society of Engineers, Brown credits the Society for encouraging a significant number of Bahamians to attain Engineering licenses from international bodies and for advancing the passing of the Engineering Bill.

Graphite Engineering Ltd is the Engineer of Record for the \$3.6 billion Baha Mar development and was Engineer of Record for the recently completed \$400 million redevelopment of the Lynden Pindling International Airport. Graphite is also involved in the construction of the two mini hospitals that are underway in Abaco and Exuma and was involved in the new worship space for Holy Family Catholic Church.

Brown who is registered with the Florida State Board of Engineering and the Professional Engineers Board of The Bahamas is also a member of the American Society of Heating Refrigerating & Air Conditioning Engineers, National Fire Protection Association; President of the PACE Foundation; Member of the Bahamas Women's Forum, and International Women's Forum.



She is a weekly columnist in the Nassau Guardian. The "Green Files" covers matters related to sustainability.

TEAM MEMBERS

Mechanical Engineer

<u>Ramon Bain, PE</u> is a graduate of both the College of the Bahamas and West Virginia University where he received his Associate of Arts degree in Pre-Engineering and subsequent Bachelor of Science degree in Mechanical Engineering and has completed his Masters degree in Building Services Engineering with Sustainable Energy from Brunel University, UK.

Mr. Bain has ten years' experience in the Engineering field with varied experience in both the built environment and manufacturing. His tenure at Ministry of Works has provided valuable experience in Mechanical and Electrical Engineering design and project management. He has also served as Engineer and Chief Engineer with primary quality control responsibilities for an international castings and forgings trading company that serviced various manufactures in North America with bearings, leaf springs and other machine components.

He is a registered Professional Engineer in both the State of Florida and The Commonwealth of The Bahamas. He is also a graduate member of the Chartered Institute of Building Services Engineers in London and Member of the American Society of Mechanical Engineers.

Assistant Project Manager

<u>D'Shanti Pinder</u>, a graduate of The College of The Bahamas, initially joined Graphite Engineering Ltd. in 2008 where she was employed as a Technical Assistant. During this time she assisted with delivering high quality MEP Engineering drawings inclusive of plumbing drainage and water supply layouts, drainage isometric diagrams and water supply risers. In addition to this, she also assisted with the preparation of technical specifications, basic

plumbing calculations, drawing review and as-built drawings. She currently holds an Associate of Science degree in Architecture and has a combined total of 6 years drafting experience in both Mechanical and Architectural fields.

Re-joining the team in 2012, she currently holds the position of Assistant Project Manager for the company at Baha Mar. Here she assists with the preparation of various field and non-compliance reports, document control, liaising with the client and contractor project teams, carrying out site inspections and review of project information.



Administrative & Technical Assistant

<u>Shakera Forbes</u>, a graduate of the New England Technical School in West Palm Beach, Florida joined Graphite Engineering Ltd. in 2006. She holds an Associate's Degree in Engineering Design and Drafting and has worked in engineering firms both locally and in South Florida and has twelve years of experience in the built environment.

She assists at all levels of the firm to help deliver to our clients MEP Construction documents of the highest quality. She is proficient at drawing plumbing drainage and water supply layouts, drainage isometric diagrams, water supply risers, fire protection layouts, preparation of technical specifications, basic plumbing calculations and drawing review.

Draftsman

<u>Deael Bowe</u>, received his tertiary education at the College of The Bahamas. He is a very talented and prolific draftsman who very quickly and expertly learns new techniques. He has worked in various sectors of the construction industry as a drafting technician.

He assists our firm in delivering high quality engineering drawings. He is proficient at drawing all aspects of plumbing drawings, fire protection layouts, electrical layouts, ventilation and airconditioning layouts, field measurements, basic plumbing calculations and drawing review.

Associates

<u>Wellington R. Neely, C. Eng</u> is a graduate of both the College of The Bahamas and the University of The West Indies and has over twenty years experience in Building Services Engineering and Facility Maintenance. Professional qualifications obtained include registration on the Engineering Council UK register and membership in the Chartered Institute of Building Services Engineers.

Mr. Neely has developed and maintained membership in several professional industry associations among which are National Fire Protection Association (NFPA), American Society for Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE), Bahamas Society of Engineers (BSE) and the American Association of Airport Executives. He has participated in continuing education seminars provided by these organizations.

More than eighteen years have been spent as Chief Engineer for the Lynden Pindling International Airport, the Princess Margaret Hospital and Government facilities throughout the Bahamas involved in both design, maintenance and capital development.

This education and experience has positioned Mr. Neely to offer his services to the local community in the areas Building Services Engineering with special emphasis on fire protection



plan review during design and construction, NFPA Code review and, design for maintainability and cost effectiveness.

He is a Registered Engineer by the Professional Engineers Board of The Bahamas.

Thomas Frazer is an Associate of Graphite Engineering Ltd.

He was educated at the College of The Bahamas and Morgan State University in Baltimore, Maryland U.S.A. He holds a Bachelor of Science Degree in Electrical Engineering.

Although he specializes Electrical Engineering, Mr. Frazer has a wealth of experience in Building Services, Architectural Drafting and Contract Management; having received much of his training from the Ministry of Works.

He is currently the president of the Long Cay Home Coming Committee, a member of the Institute of Electrical and Electronics Engineers (IEEE), and a Graduate Member of The Chartered Institute of Building Services Engineers (CIBSE). He has also been granted Interim Registration in the Chartered Engineer section of the Engineering Council UK.

Smith Obayawa

Design Architect





	The Office of Bangkok Architects	OBA	

OBA

The Office of Bangkok Architects is a multi - disciplined design office based in Bangkok, Thailand

We are a creative design firm that brings over 15 years of design experience working with international and domestic retailers and developers. Our services include urban design, and interior design of shopping centers, mixed-use retail, movie theaters and entertainment facilities as well as residential buildings and resorts. Our client list includes projects in Thailand, China, Saudi Arabia, Myanmar and Cambodia.

We offer a high level of design based on timely response and constant client interface through out the course of a project. Our firm is also familiar with budget and schedule constraints. By combining the fundamental principles of design, experience and customer service, OBA is committed to creating memorable and pragmatic project.

INTRODUCTION



The Office of Bangkok Architects (OBA) has over the years grown slowly and with purpose until we now have the respect of the design fraternity at large throughout Asia and increasingly the world. This respect can only be engendered by offering our portfolio of clients the best of service, for a reasonable fee.

Return business is what we strive for, no client being too small and every client and their Project are given our utmost attention and sensitivity to their needs. Our guiding principle of firm commitment to quality and our dedication to producing aesthetics and singular creativity have led to our client base to include some key firms in the private sector.

We are able to provide a total service, from strategic planning to project coordination. Our functional design approach and planning capabilities have proven benefits on investment. Increased returns lie in value enhancement, increased longevity, reduced life cycle costs, user safety, civic symbolic value and owner respect.

OBA's sensitivity to client needs and perception coupled with an awareness of historical influence, international trends, new frontiers, dedication to our design philosophy is testified to by our long term clients, which brings a constant sense of pride to OBA management and staff.

With our clients increasingly requiring our services in China, we are entering a new phase of expansion and diversification. With the same dedication which has carried us so well in the past, we look forward to an exciting and sustained future.

9 Vichai Building, Soi Chidlom, Phloenchit Rd., Lumpini, Pathumwan Bangkok, Thailand 10330 T. (+66) 0 2251 0990 F. (+66) 0 2251 8998 E. oba@bangkokarchitect.com

CORPORATE SERVICE

OBA offers an encompassing package of Corporate Services to our clients.



Design Services

Architecture

commercial retail hospitality / leisure heritage refurbishment health education industrial

Interior Design

commercial retail residential hospitality / leisure heritage refurbishment education

Urban Design

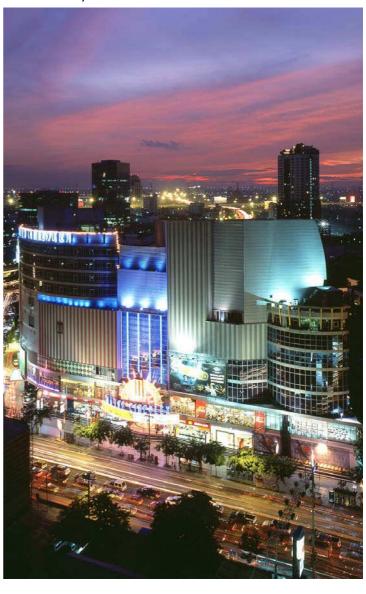
masterplanning town planning environmental planning

Commercial & Entertainment

Major Ciniplex Ratchayothin







Project Name Major Cineplex Ratchayothin **Building Type** Entertainment Center Service Type Architectural Design Location Bangkok, Thailand Gross Area 40,000 Square Meters Construction Completion 1998

The 12-story building is designed to provide entertainment/leisure facilities for urban population. It comprises restaurants, retail shops, 36-lane bowling as well as 15 Cinemas and an IMAX theater with a total of 5,000 seats. The main concept deals with customers' emotional experience with the hope to relieve urban stress. The 4-story office tower at the top of south corner is prepared for extending to 13 stories.

Major Cineplex Sukhumvit



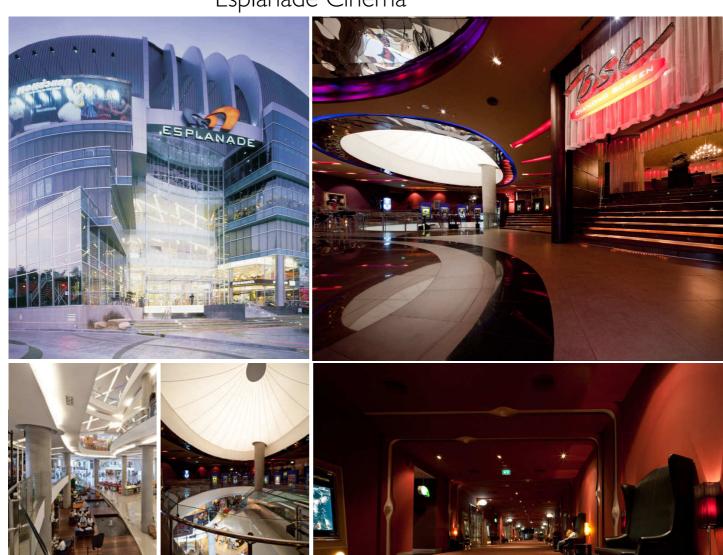




Project Name
Major Cineplex Sukhumvit
Building Type
Entertainment Center
Service Type
Architectural Design, Interior Design
Location
Bangkok, Thailand
Gross Area
22,000 Square Meters
Construction Completion
1997

Major Cineplex Sukhumvit comprises 8 different sizes of cinemas totaling 2,500 seats, bowling lanes, simulator game arcade, restaurant, retail shops, and 2-level basement parking.

Esplanade Cinema



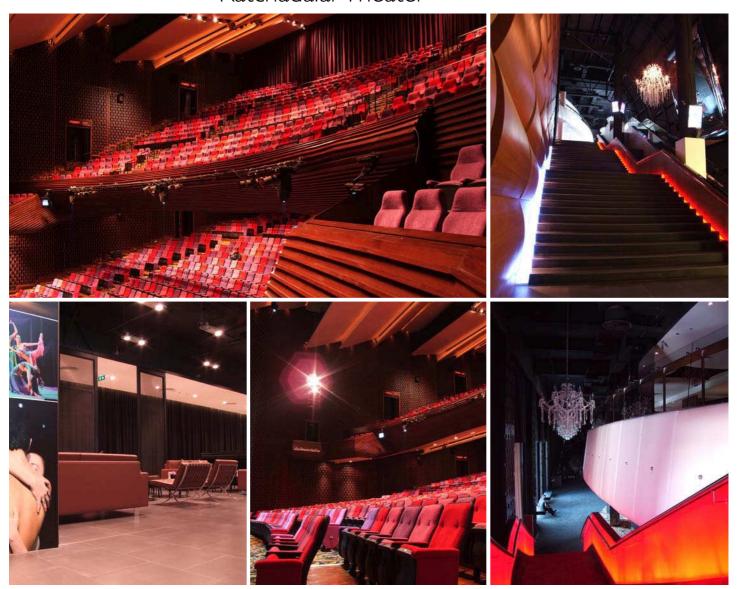
Project Name
Esplanade
Building Type
Shopping Center and Cinema
Service Type
Architectural Design
Location
Bangkok, Thailand
Gross Area
100,000 Square Meters
Construction Completion
December 2006

Situated adjacent to the Thailand Cultural Center subway station, with 6 stories and 1 basement, Esplanade comprises supermarket, restaurants, retail shops, 24-lane bowling, 12 cinemas, an ice skate rink, a fitness center and a 1500-seat theater plus a 10-story parking structure that is able to serve 800 cars.

The striking main atrium, connecting to the main entrance, is designed to create the dynamic space and optical illusion by using different void shapes of each floor and the unparallel leaning columns. Mezzanine level connects to the ground floor event area through a glass staircase. Together with the building-in-building facade design and the continuation of the wooden terrace and pond from outside, Esplanade has created an outdoor atmosphere within a closed mall.

Twelve cinemas sit on the to floor of the shopping center connecting to the box office on the 3rd floor via escalator.

Ratchadalai Theater



Project Name
Ratchadalai Theater
Building Type
Musical Theater
Service Type
Architectural Design, Interior Design
Location
Esplanade building, Bangkok, Thailand
Gross Area
6,500 Square Meters
Construction Completion
May 2007

The 1500-seat theater is located on top of parking building with its lobby located on the 4th floor of Esplanade shopping center. It is planned and designed to serve as an international-standard musical theater. The design of the theater creates the uniqueness for the theater by connecting to its context, Thailand and by the use of traditional Thai element in a different approach with colors and patterns that express luxurious and prestige Thai traditional arts.

Esplanade Rattanatibeth









Project Name Esplanade Rattanatibeth **Building Type** Entertainment Center Service Type Architectural Design Location Rattanatibeth, Nonthaburi Gross Area 65,000 Square Meters Construction Completion Esplanade Rattanathibeth is located in Nonthaburi Province, which is part of Bangkok metropolitan area. The complex comprises 16 Major Cineplex theatres, ice skate rink, 22 bowling lanes, restaurants, retail shops, fitness center plus parking space that is able to serve 700 cars.

The design concept is representation of various of entertainment emotions. The 7-story building dominantly stand a front of Rattanatbes road. The dynamic lay-out plan enhances the continuous experience of the clients. The voids in multi-level are differentiated to create spectacular atmosphere.

Major Cineplex Rangsit







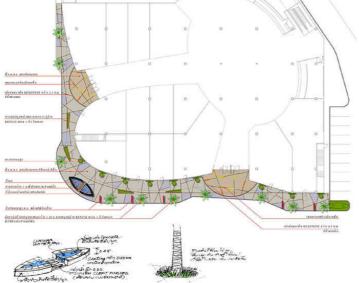


Project Name Major Cineplex Rangsit **Building Type** Entertainment Center Service Type Architectural Design, Interior Design Location Rangsit, Pathumthani Gross Area 36,000 SQM. Construction Completion 2001

16 different sizes of cinemas with retail shop, bowling alley and parking structure.

Major Cineplex Chachoengsao







Project Name
Major Cineplex Chachoengsao
Building Type
Entertainment Center
Service Type
Architectural Design, Interior Design
Location
Bangkok, Thailand
Gross Area
9,000 Square Meters
Construction Completion

2005

Major Cineplex building is located in Chachoengsao province, appoximately an hour drive from Bangkok. This stand-alone building comprises 5 cinemas, 16-lane bowling, retail shops and restaurants.

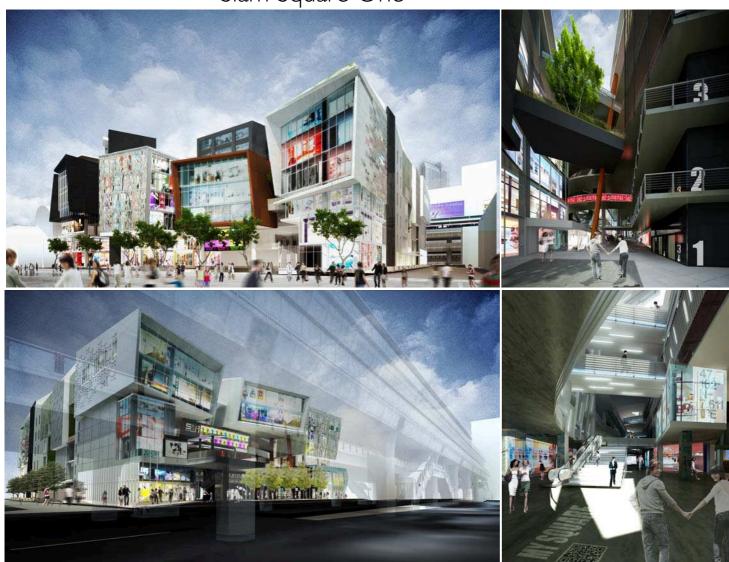
Major Cineplex Petchkasem



Project Name
Major Cineplex Petchkasem
Building Type
Entertainment Center
Service Type
Architectural Design, Interior Design
Location
Bangkok, Thailand
Gross Area
10,000 Square Meters
Construction Completion
2005

Major Cineplex building is located within Petchkasem Power center, the community shopping mall located in the suberb area of Bangkok. It comprises 8 cinemas, 20-lane bowling, retail shops and restaurants.

Siam Square One



Project Name
Siam Square One
Building Type
Shopping Center
Service Type
Architectural Design, Interior Design
Location
Bangkok, Thailand
Gross Area
70,000 Square Meters
Construction Completion
Biding

Located in the heart of Siam Square, Bangkok's trendiest shopping district, the Siam Square One project reveals the design competition winning proposal that fits the site previously occupied by the Siam Theater. The open-air concept is introduced to retain the original ambiance of the Siam Square shopping streets. The lower 2 levels occupied by small shops are air-conditioned area while the main 7 levels above are open-air.

Foot traffic is another key issue of the proposed scheme. A gentle-slope walkway is designed as the main walking street connecting from the platform of the sky train to the street level inside Siam Square. The variety of the circulation routes, the dynamic spaces within the building and the overall architectural language produce the energy and reflects the diverse characteristics of teenagers, the project's main target group.

Interior Design

by OBD the Office of Bangkok Designers

An affiliated Company of OBA

Siam Pikanesh Theatre













Project Name Siam Pikanesh Theatre **Building Type** Theatre Service Type Architectural Design, Interior Design Location Bangkok, Thailand Gross Area 6,000 Square Meters Construction Completion June 2014

OBA won the architectural design competition with the concept of outdoor mall for Siam Square One, a 70,000 Square Meters, 7-story plus 2 basement floors shopping mall located at the heart of fashion district in Bangkok. A concert hall was part of the program and later, OBA was appointed by the mall's anchor tenant to design a multi-purpose theater of 1,000 seats on the building top floor.

Paragon Cineplex







Project Name
Paragon Cineplex
Building Type
Cineplex
Service Type
Architectural Design
Location
Bangkok, Thailand
Gross Area
18,000 Square Meters
Construction Completion
2005

The cineplex area is located on the top floor of Paragon Shopping Center. It comprises 14 cinemas including a 1,200-seat cinema with a total of 4,150 seats, a IMAX theater (556 Seats) and a shadow screen theater (34 seats).

Mega Star Crescent Mall











Project Name
Mega Star Crescent Mall
Building Type
Cinema Theatre
Service Type
Architecture and Interior Design
Location
HCMC's District 7,Vietnam
Gross Area
4,500 Square Meters
Construction Completion
May 2012

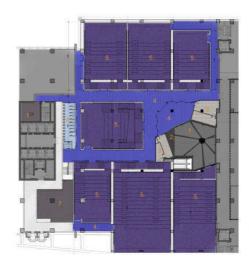
Crescent Mall Megastar Cineplex locates at a corner of the 5th floor of the mall, next to food court, and other leisure retail space. While the anchor component of the project is 8 cinemas of the Cineplex, the new Megastar Cinema at Crescent Mall is designed to propose the customer the consequence of events, from cinema lobby to cinema entrance, seating and then experiences of the movie itself. From this design approach, the new Cineplex at Crescent mall will be the "Megastar Cinema Terminal" that export or convey cinema-going experiences to the customers.

The décor of the Cinema Terminal is inspired from the concept of "organism cells of living creatures". Shapes, forms, and edges of the design features for this project will be beveled, curvature, fluid, and viscous to weave the continuous fabric pattern dramatically folded throughout the guest area.

The sense of "Entertainment Terminal" is also reflected from the use of key finishes and material. The overall looks and feels of "Megastar Cinema Terminal" can create the sense of journey, introduce the senses of exploring, and engage the senses of departure. This customers' experience will be an overture for the miracle world of the moving images on silver screens waiting ahead.

MegaStar Cineplex Pico Mall











Project Name
MegaStar Cineplex Pico Mall
Building Type
CinemaTheatre
Service Type
Architectural Design, Interior Design
Location
Pico Mall, Hanoi, Vietnam
Gross Area
4,900 Square Meters
Construction Completion
October 2011

The project consists of 7 cinemas, with total capacity of 1,166 seats, plus common area and operational facilities including, cinema lobby, concession, box office, public toilets, cinema's office space, projector corridor, storage and M&E rooms.

The richness of design reflects senses of luxury and dynamic and vital activities. The shape of counters, waiting seats, ceiling and a featured column in the lobby is diamond-like shape enhancessense of dynamic. The granite flooring and golden lighting shade at the lobby introduces luxury touch. Sense of welcoming and relaxing is accentuated by employing dark, natural tone timber panel for cinema corridor and cinema lobby ceiling. The gray wall panel with changeable color illuminated from recessed, bamboo leaf – like shape lighting slots illustrate exiting and unexpected feeling as well as reflect oriental touch. As the LED lighting inside the cinema can be programmable to change from one color to other colors over time, the overall touches and feels of this Megastar cinema is differentiated from conventional cinemas in the market. In this sense, the design strategy of enhancing moviegoers' experiences can be integrated into marketing or positioning strategy for the cinemas.

MegaStar Cineplex Pandora City











Project Name
MegaStar Cineplex Pandora City
Building Type
CinemaTheatre
Service Type
Architectural Design, Interior Design
Location
Tanbinh Distric, HCMC, Vietnam
Gross Area
4,000 Square Meters
Construction Completion
November 2012

Megastar Cineplex Pandora locates at the left hand side wing, on the 3rd floor of Pandora Building. The approximate area is 3,000 sq.m. Additionally, approximate 1,000 sq.m. on the 4th floor is to be provided to accommodate projectors, working area for staff, and other mechanical space for engineering system supports the cinema operations.

The anchor component of the project is 8 cinemas of the Cineplex. The images of the décor is derived from the name "Pandora" of the complex. The world "Pandora" is interpreted as "The Box of Amusement", that is the place where originates all entertainment beyond all imagination—the place where everyone can experience the sense of fun and exciting from the moving image.

Key Personnel



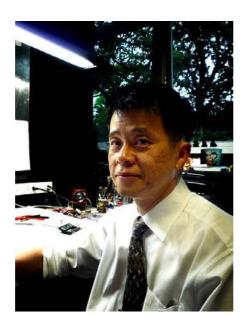
Smith Obayawat

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In becoming a partner at OBA, Waroon has brought in his strength in problem solving and analytical skills, expertise in architectural planning & detail design as well as comprehensive experience from working abroad with various kinds of projects including shopping centers, multi-family residential buildings, hotels and resorts.

During his professional practice between 1997-2001, he also in an academic contribution as a visiting lecturer of Kasembundit University.



Chisagarn Rojanasoonthon

Chisagarn Rojanasoonthon joined OBA in 2003. She received her Bachelor degree in Architecture from Silpakorn University in Bangkok in 1995 and Master's degree in Urban Planning from the University of Michigan, USA in 2001. Prior to joining OBA, she had gained experience working on architectural design and masterplanning works in an architectural firm in Bangkok and in Makers Architecture and Urban Design Company in Seattle, Washington.

Chisagarn has brought in her architectural design capabilities with good interpersonal and managerial skills. She is very keen on coordinating within teamwork environment.



Poonrit Kuakul

With a strong background in both design and management, Poonrit provides a highly tuned awareness of the practical processes of design management, brief formulation and strategic planning. His experience working across all phases of project execution ensures clients requirements are specifically addressed and value engineered to provide the highest quality of project delivery.

Poonrit graduated with Bachelor Degree in Architecture from Chulalongkorn University in Bangkok, and Master of Science in Facility Planning and Management from Cornell University, Ithaca, New York. With 15-year experience track records working in international environments, his high-profile clients include, for example, IBM, Merrill Lynch, Shell, and Starwood's Westin.



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E. oba@bangkokarchitect.com www.bangkokarchitect.com

A13/126

November 1, 2013

Mr. Carlos Foulkes Chief Executive Officer

Mr. Dominic Richards Chief Operating Officer

Atavus Group Limited Balfour Ct, Golden Isle P.O. Box AP59057 Nassau Bahamas

Subject: Re: IMAX Bahamas Project

Dear Mr. Foulkes and Mr. Richards,

It is our pleasure to have been contacted from Mr. Jim Patterson and to have the opportunity to introduce our company to you for the IMAX Bahamas project.

The Office of Bangkok Architects (OBA) is a multi-disciplinary architectural firm established in 1994. Our services include architectural & interior design as well as urban design and planning for domestic and overseas clients. Our design expertise is for different buildling types including cinemas, theaters, shopping center, hotel & resort, offices and golf course clubhouses.

Enclosed herewith are our selected works focusing on the cinemas in Thailand and Vietnam for your consideration. We have also enclosed brief summary of project reference in A3 for your information. Full version of our company profile is available if you are interested.

We have studied the given brief and are working on the space planning layout for you. It would be great if you can send us the photos to give us some ideas of the existing site condition and its surroundings.

We appreciate the opportunity to introduce ourselves and hope to provide both architectural and interior design services utilizing our 19-year experience in cinema design and to be part of your successful project.

Sincerely,

Smith Obayawat Principal

INTRODUCTION & SERVICES

OBA

The Office of Bangkok Architects is a multi - discipined design office based in Bangkok, Thailand

We are a creative design firm that brings over 15 years of design experience working with international and domestic retailers and developers. Our services include urban design, and interior design of shopping centers, mixed-use retail, movie theaters and entertainment facilities as well as residential buildings and resorts. Our cilent list includes projects in Thailand, China, Saudi Arabia, Myanmar and Cambodia.

We offer a high level of design based on timely response and constant cilent interface through out the course of a project. Our firm is also familiar with budget and schedule constraints. By combining the fundamental principles of design, experience and customer service, OBA is committed to creating memorable and pragmatic project.



OBA has over the years grown slowly and with purpose until we now have the respect of the design fraternity at large throughout Asia and increasingly the world. This respect can only be engendered by offering our portfolio of clients the best of service, for a reasonable fee.

Return business is what we strive for, no client being too small and every client and their Project are given our utmost attention and sensitivity to their needs. Our guiding principle of firm commitment to quality and our dedication to producing aesthetics and singular creativity have led to our client base to include some key firms in the private sector.

We are able to provide a total service, from strategic planning to project coordination. Our functional design approach and planning capabilities have proven benefits on investment. Increased returns lie in value enhancement, increased longevity, reduced life cycle costs, user safety, civic symbolic value and owner respect.

OBA's sensitivity to client needs and perception coupled with an awareness of historical influence, international trends, new frontiers, dedication to our design philosophy is testified to by our long term clients, which brings a constant sense of pride to OBA management and staff.

With our clients increasingly requiring our services in China, we are entering a new phase of expansion and diversification. With the same dedication which has carried us so well in the past, we look forward to an exciting and sustained future.

Design Services

Architecture

commercial retail hospitality / leisure heritage refurbishment health education industrial

Interior Design

commercial retail residential hospitality / leisure heritage refurbishment education

Urban Design

masterplanning town planning environmental planning OBA offers an encompassing package of Corporate Services to our clients.



MASTER PLAN



Project Name Viva City Location Kunming , China



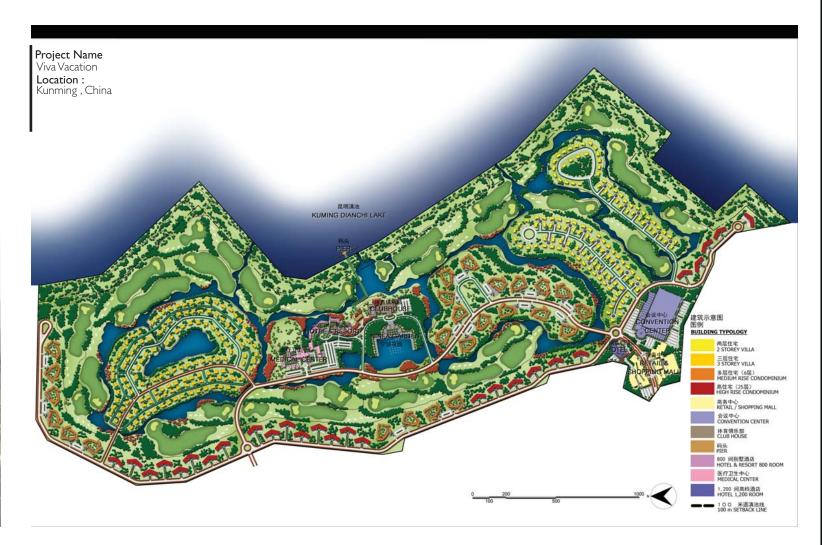




Project Name Qi Bao city Location China Gross area 64 Hectares







RESORT + CLUBHOUSE

Project Name Veranda Resort & Spa

Location Petchaburi ,Thailand Gross area

14,000 Square Meters





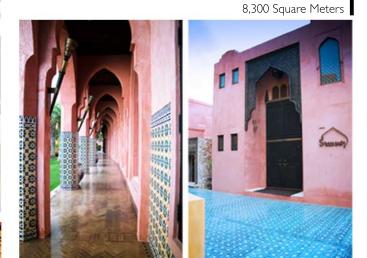




Project Name Veranda Chiengmai The High Resort Location Chiengmai ,Thailand **Gross area** 16,000 Square Meters



Location



Project Name Villa Maroc

Pranburi , Prachubkirikhan , Thailand **Gross area**

Location





Project Name Veranda sky Location Petchaburi ,Thailand Gross area 6,000 Square Meters







Project Name V-Villas Location Huahin ,Thailand Gross area 12,800 Square Meters



Project Name Banyan Golf Club Location Huahin ,Thailand **Gross area** 4,200 Square Meters



Project Name Siam Country Club Location Pattaya ,Thailand Gross area 3,500 Square Meters

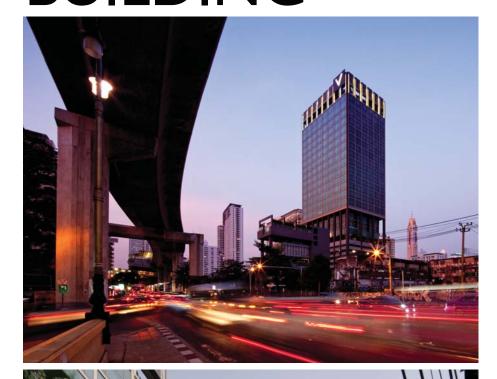








HIGH-RISE BUILDING













NORTH ELEVATION

WEST ELEVATION

Project Name Royal Ratchadamri and Royal Meneeya tower Location Bangkok, Thailand Gross Area

65,000 Square Meters

COMMERCIAL & ENTERTAINMENT





Project Name
Siam Square
Location
Bangkok, Thailand
Gross Area
75,000 Square Meters





Project Name
Esplanade Ratchada
Location
Bangkok, Thailand
Gross Area
100,000 Square Meters









Project Name
Ratchadalai Theater
Location
Bangkok, Thailand
Gross Area
6,500 Square Meters



Project Name
Esplanade Rattanatibeth
Location
Nonthaburi, Thailand
Gross Area
65,000 Square Meters





Project Name
K-Village
Location
Bangkok, Thailand
Gross Area
14,000 Square Meters



Project Name
The Circle
Location
Bangkok,Thailand
Gross Area
6,000 Square Meters

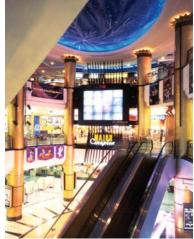


COMMERCIAL & ENTERTAINMENT













Project Name
Major Rangsit
Location
Pratumthani Thailand









Project Name
Major Ratchayathin
Location
Bangkok, Thailand
Gross Area
40,000 Square Meters



Project Name Major Pinklao Location Bangkok,Thailand

Project Name
Major Chachoengsao
Location
Chachoengsao Thailand





COMMERCIAL & ENTERTAINMENT





Project Name Tesco Lotus Salaya

Nakornprathom, Thailand Gross Area 32,000 Square Meters







Project Name
Plus Mall Amata Nakorn
Location
Chonburi, Thailand
Gross Area
30,000 Square Meters







Project Name Tesco Facade Prototype Navanakorn and Rangsit Klong 7

Project Name
Tesco Lotus Rama I
Location
Bangkok, Thailand
Gross Area
9,000 Square Meters





SHOWROOM & OFFICE







Project Name
Mini Showroom
Location
Bangkok, Thailand
Gross Area
6,000 Square Meters



Project Name Millenniumn Auto Rama 4 Location Bangkok,Thailand



Project Name
Master Motor Service Rama4
Location
Bangkok, Thailand



Project Name Rollsroyce Rama3 Location Bangkok,Thailand









Project Name
Master Motor Service
Kaset-Nawamintra
Location
Bangkok,Thailand



Project Name
Interior Milleniumn Auto
Location
BMW Ladprao Showroom
BMW Siam Paragon Showroom
BMW Rama4



Project Name Millenniumn Auto Rama 3 Location Bangkok,Thailand



Project Name Master Motor Service Ladprao HQ **Location** Bangkok,Thailand

SHOWROOM & OFFICE



Project Name Nissan Prawet Location Bangkok,Thailand



Project Name Nissan Prapadaeng Location Samutprakarn, Thailand



Project Name Nissan Petchaburi Location Bangkok,Thailand



Project Name Nissan Bangpli Location Samutprakarn, Thailand



Project Name Nissan Nongkham Location Bangkok,Thailand

Project Name Nissan Bangna Location Bangkok,Thailand



Project Name Yamaha Warehouse Location Bangkok,Thailand





Project Name Vespa Showroom Location Bangkok,Thailand

COMPETITION





Project Name Embassy Drive Serviced Apartment Location Wireless Rd. Bangkok,Thailand









Project : Royal Thai Consulate General Guangzhou

Location: Guangzhou, China



Project Name Mahadlek Heritage **Location** Ratchadamri Rd. Bangkok, Thailand





Project Name Thonglor 18 Condominium. Location Soi Sukhumvit 55, Bangkok,Thailand

Project Name KL. Sentral Location Kuala Lumpur, Malaysia









Project Name Wireless Park Location Ploenchit Rd. Bangkok, Thailand





KEY PERSONNEL



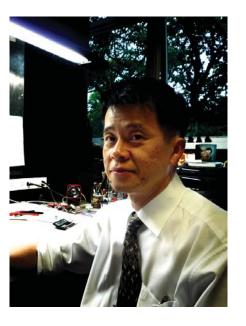
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Lambert Knowles

Civil Engineer























INTRODUCTION

ETS (Engineering and Technical Services)

is a local, Bahamas-based and multi-disciplined, company with years of practical experience in providing structural and civil design, geo-technical and inspection services.

The ETS goal is to identify, understand and interpret the constraints on a project and to design a constructive efficient result.

From the beginning, ETS made complete client satisfaction its top objective. To meet this objective, ETS undertakes a limited number of key projects each year.

The ETS team applies extensive engineering and technical skills to find clever and practical solutions for our clients while also helping with the continued development of our community.

Our team members have knowledge and experience of local conditions gained from many years of training and on-site work.

With over a decade of serving a diverse group of clients, the ETS team, led by principal **Lambert Knowles, M.Eng.,** has carved out a niche and reputation as a hands-on team which is not afraid to roll up its sleeves and get in the trenches to find the best solutions for its clients.



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CIVIL DESIGN	pg. 2
GEO-TECHNICAL SERVICES	pg. 3
TESTING AND INSPECTION SERVICES	pg. 3
COMPLETED PROJECTS	pg. 4













STRUCTURAL DESIGN

ETS structural design goals are to be efficient, functional and cost effective.

To ensure the best possible solutions, ETS uses finite element analysis method (FEM) as well as STAAD Pro Software programme for complicated structures and a variety of custom programmes as required.

From the first meeting to the last handshake, the ETS structural design group analyzes the project, and takes the time to evaluate potential solutions with the aim of achieving the most efficient design.

Using current Computer Aided Design (CAD) and modeling, ETS is able to analyze each possible design choice and evaluates the solution that best meets the client's requirements.

The ETS structural design group is capable of providing comprehensive structural design solutions for steel, concrete and timber structures for the following types of projects:

- > Residential
- > Commercial
- > Schools
- > Docks
- > Bulkheads
- > Bridges
- > Towers

CIVIL DESIGN

ETS works closely with land developers, helping them through the various stages of getting approvals from the various government agencies.

The ETS inspection team provides monitoring surveys and materials testing to ensure compliance with the approved drawings.

The Civil Design team's objective is to achieve an efficient design and to minimise the developer's approval periods.

ETS provides practical solutions to civil design problems such as:

- > Road works
- > Site earth works
- > Sewer collection
- > Water supply
- > Storm drainage
- > Construction monitoring













GEO-TECHNICAL SERVICES

As part of its commitment to delivering complete client solutions, ETS has developed an experienced in-house team of Geo-technical Engineers and Technicians.

The ETS Geo-technical Services Group works closely with owners, architects and engineers to carry out necessary soil investigations.

ETS operates its own boring and testing equipment, with a full in-house testing lab.

ETS not only works closely with several international drilling firms to carry out offshore explorations and deep borings, but also has developed a partnership with Ardaman and Associates, Inc., Tampa, Florida.

Ardaman & Associates Inc. is an internationally renowned Geo-technical and Materials Testing firm. The ETS and Ardaman partnership allows ETS to carry out the most sophisticated explorations.

ETS Geo-technical Services include:

- > Standard penetration testing
- > Hollow stem auguring
- > Rock coring
- > Laboratory soil testing
- > On-site field testing
- > Monitoring well installation
- > Pile installation monitoring
- > Ground penetrating radar

TESTING AND INSPECTION SERVICES

As part of its commitment to providing real-time solutions for its clients, ETS has a field materials testing and inspection team.

Our in-house laboratory allows ETS to provide its clients with real-time quality assurance monitoring and testing for civil and structural projects.

On-site quality control and threshold inspection services can be provided for projects ranging from small homes to large multi-story buildings.

Services include:

- > Soils and compaction testing
- > Concrete and grout testing
- > Structural steel and reinforcement steel
- > Pile installation monitoring
- > Structural inspection
- > Reinforced concrete
- > Post tension inspections
- > Structural steel
- > Fire proofing materials



COMPLETED PROJECTS

- 1 Baha Mar Development: Geo-technical & Load Test
- 2 Albany Development: Geo-technical & Load Test
- 3 Ocean Club Estates, Lot 78: Geo-tech & Structural Design
- 4 Ocean Club Estates, Lot 77: Geo-tech & Structural Design
- 5 Bristol Cellars Warehouse: Structural Design
- 6 Three Sisters Hotel Development: Exuma, The Bahamas
- 7 Fortune Hills Condo Development: Nassau, The Bahamas
- 8 Oakridge Estates Subdivision: Nassau, The Bahamas
- 9 Ocean Club Estates, Lot 41: Geo-tech & Structural Design
- 10 Cape Eleuthera Development
- 11 Inter-American Bank & Ministry of Works: Eleuthera and Cat Island Seawalls
- 12 Ocean Club Estates, Lot 66: Geo-tech & Structural Design
- 13 Unicorn Cay Subdivision: Eleuthera, The Bahamas
- 14 College of The Bahamas Library: Structural Design
- 15 Ocean Club Estates, Lot 37: Geo-tech & Structural Design
- 16 Ocean Club Estates, Lot 15: Geo-tech & Structural Design
- 17 Ocean Club Estates, Lot 16: Geo-tech & Structural Design
- 18 Ocean Club Estates, Lot 84: Structural Design
- 19 Ocean Club Estates, Lot 92: Structural Design
- 20 Ocean Club Estates, Lot 84: Geo-tech & Structural Design
- 21 Ocean Club Estates, Lot 119: Geo-tech & Structural Design
- 22 Ocean Club Estates, Lot 94: Geo-tech & Structural Design
- 23 Ocean Club Estates, Lot 51: Geo-tech & Structural Design
- 24 Old Fort Bay, Lot 1, Montagu Island: Structural Design
- 25 Ocean Club Estates, Lot 10: Structural Design
- 26 Ocean Club Estates, Lot 12: Structural Design
- 27 Ocean Club Estates, Lot 58: Geo-technical Investigation
- 28 Ocean Club Estates, Lot 23: Geo-tech & Structural Design
- 29 Old Fort Bay, Lot 1A: Structural Design





















Steven Krams

Project Consultant







Magna-Tech Electronic Co. Inc 1998 NE 150th Street Miami FL 33181

PH: 305-573-7339 FAX: 305-573-8101

Website <u>www.iceco.com</u> Email iceco@iceco.com

A. Experience/ Past Performance

Magna-Tech was founded in NYC in 1956. It was acquired by it present owner in 1995. It was merged with International Cinema Equipment Company in 1999. International Cinema Equipment was founded in 1975. The same ownership remains today. Steven Krams is President and Chairman and owns 100% of the stock in the companies.

Magna-Tech is part of a world wide group of companies whose business is all related to the entertainment & motion picture field.

Through it's various affiliates, Magna-Tech is a distributor of projection, sound and post production equipment, as a post production facility for digital and analog film production, and as design consultants for the development of live, performing and motion picture theatres.

Key Staff

STEVEN KRAMS-PRESIDENT & CHIEF OPERATING OFFICER-MIAMI FLORIDA USA

DARA REUSCH EXECUTIVE VICE PRESIDENT-MIAMI FLORIDA USA

ARTURO QUINTERO-SENIOR DESIGN CONSULTANT-ATLANTA GEORGIA USA

FRANCISCO BLANCO-VP TECHNICAL SERVICES CHIEF ENGINEER-MIAMI FLORIDA USA

TIMOTHY DULIN- CHIEF DIGITAL SYSTEMS ENGINEER, NOC SUPERVISOR, LEVEL TWO CERTIFIED SERVICE TECHNICIAN FOR BARCO & CHRISTIE SYSTEMS



RAYMOND ALVARINO – VIDEO TECHNICIAN FOR CONTINENTAL FILM & DIGITAL LABS AND LEVEL ONE BARCO DIGITAL PROJECTION INSTALLATION ENGINEER.

ADAM HENDERSHOT - COMPUTER SYSTEMS TECHNICIAN FOR CONTINENTAL FILM AND DIGITAL LABS, CRESTON PROGRAMMER AND LEVEL ONE BARCO CERTIFIED PROJECTION INSTALLATION ENGINEER

JULIO URBAY-EXPORT SALES MANAGER LOGISTICAL CONSULTANT-ATLANTA GEORGIA

ELIDA SERRANO- SENIOR-FINANCIAL SERVICES SUPERVISOR-MIAMI FLORIDA

VICKI AMOROSI, SENIOR MANAGER OF CONTINENTAL FILM & DIGITAL LABORATORY OPERATIONS. MIAMI FLORIDA

Our knowledge and experience in our business is unique. We are designers, engineers, cinema operators, film distributors, suppliers, and installers.

We have received an Academy Award for Technical Achievement and Three Academy Citations for innovative and new product developments that enhance the production of Sound in Motion Pictures.

Continental Film & Digital- a film laboratory, a digital imaging company complete daily color correction and transfer of film and digital images in HD &3D.

We have successfully operated the City of Miami Tower Theatre and, we currently operate the Coral Gables Cinemateque Theater in Coral Gables FL.

Our businesses have us taken all over the United States and the world. We have provided, over many years, operational expertise, design consulting, equipment, supplies, service, training and support to cinema owners, various branches of the government, educational facilities, and the armed services.

PARTIAL CLIENT LIST - Government /Educational

University of New Orleans-4K BARCO projection and sound upgrade The Coral Gables Art Cinema – Barco projector system package The City of Miami Tower Theatre-Miami Fla. Projection systems Shores Theater for Performing Arts-Miami Shores Fla. Projection, Seating, Sound

Gusman Cultural Center-Miami Fla. Christie digital system



Beaumont Lecture Hall at the U of M-Miami Fla. 35mm Original projection and Barco 4k Digital projection conversion

Colony Theatre for the Performing Arts- Miami Beach Fla. Projection system, screen.

University of Wisconsin Student Union Theatre- Madison Wisconsin Projection, Curtain system

The National Archives of the United States of America, auditorium curtain Johnstown Flood Visitor Center Johnstown Pa. original 35mm projection system package

US Navy Motion Picture Service several 16mm projection installations U.S.D.A. ALASKA – fully automated film projection system – visitor's center

U.S. ARMY FT. Monroe – contract for 16mm projection systems

Partial Client List - Commercial

American Museum of Natural History, New York NY, Supplied and installed a dual stacked 4k digital cinema projection system with Dolby 3d, and Qube 4k sync server system for stacked 4k projection.

The Douglass Theatre - Macon GA supplied a Barco 4k Digital projection system, updated sound system, updated alternative content equipment and replaced existing flying screen.

Kimmel Center – Philadelphia PA supplied and installed a DP4K32B Barco 4k digital projection package

Mariner's Museum, Newport News VA – supplied and installed a DP2K23B Barco digital projection system

Bal Harbour Shops – Bal Harbour Florida - Fashion Gallery / museum – Delivered and installed an audio visual system, Crestron media control system, and acoustical curtain

Glenwood Cinemas - New York - supplied 16 digital cinema projection systems packages

Cinergy Cinemas - Dallas TX – supplied Christie Digital projection systems and sound systems for an 11 plex theater in Midland Texas – one full ATMOS sound system. Also supplied digital projection systems for 2 other complexes in Texas.



Gaffney Cinemas (Big E Cinemas) - Gaffney South Carolina – supplied and installed 8 plex cinema with Barco digital projection, 3D system, screens, and audio equipment.

Vue Cinemas - London - Supplied over 250 Dolby audio processors systems.

E. De Veer Cinemas in Aruba and The Movies Curacao in Curacao -Supplied and installed 24 Barco Digital projection and cinema sound systems

Top rank Cinemas – Lima Peru, supplied and installed 12 Barco digital cinema systems

Delivered and installed in Central and South America over 50 Barco digital projection systems - list available

MTE Turkey- delivered and installed 50+ Barco digital projection systems list available.

MTE (MPT) Russia- delivered and installed 50 + Barco digital projection systems-list available

MTE Middle East- delivered and installed over 125 Barco digital projection systems-list available

Delivered and installed 75+ Barco, NEC, and Christie digital projection systems in North America.