

This Deed

CERTIFIED TRUE COPY

[Signature]
Conyers, Dill & Pearman Limited
Barristers and Attorneys
Hamilton, Bermuda
04-05-2018

of CONVEYANCE is dated the

13th day of July 2018 and is made

BETWEEN:-

- (1) CAROL-ANN LOUISE FURBERT and her sister ALBERTHIA ROSETTA GREENE both of 38 Clarendon Road, Hamilton Parish FL 04, Bermuda (together "the First Vendors") of the first part;
- (2) CAROL-ANN LOUISE FURBERT, ALBERTHIA ROSETTA GREENE, ALBERT CURTIS HARRIS all of 38 Clarendon Road, Hamilton Parish FL 04, Bermuda and EARL JABARI CHIKE FURBERT of #84 Harrington Sound Road, Smith's Parish HS 01, Bermuda (together "the Second Vendors") of the second part; and
- (3) CHRISTOPHER FREDERICK ALVES and MARIZA ANDRADE PACHECO both of "Brig-O-Doo", #27 Burnt House Hill, Warwick Parish WK 04, Bermuda ("the Purchasers") of the third part.

WHEREAS:-

- (1) By a Deed of Conveyance dated the 26th day of October 1955 and made between Ivan Gordon Eustace Hendrickson of the one part and his son Frederick Leonard Hendrickson of the other part for the consideration therein mentioned the land more particularly described in the First Schedule was granted and released unto to the use of Frederick Leonard Hendrickson;
- (2) By a Deed of Conveyance dated the 26th day of October 1955 and made between Ivan Gordon Eustace Hendrickson of the one part and Frederick Leonard Hendrickson of the other part for the consideration therein mentioned the land more particularly described in the Second Schedule was granted and released unto to the use of Frederick Leonard Hendrickson;
- (3) By a Deed of Confirmation Voluntary Conveyance dated the 27th day of May 2004 and made between Frederick Leonard Hendrickson of the one part and the Second Vendors of the other part (registered in the Book of Voluntary Conveyances under reference DR 2017000397 in the Land Title Registry Office of Bermuda) for the consideration therein mentioned the property more particularly described in the Second Schedule (hereinafter called ("the Lots 3 & 4 Clarendon Road") was conveyed and confirmed to the Second Vendors in fee simple as tenants-in-common;

(4) By a Deed of Confirmation Voluntary Conveyance dated the 31st day of December 2005 and made between Frederick Leonard Hendrickson of the one part and the Vendors of the other part (registered in the Book of Voluntary Conveyances No. 82 at Pages 133 and 134 in the Land Title Registry Office of Bermuda) for the consideration therein mentioned the property more particularly described in the First Schedule hereto together with other land (hereinafter called "Lots 4, 5 & 6 Clarendon Road") was conveyed and confirmed to the First Vendors in fee simple as tenants-in-common;

(5) The First Vendors, the Second Vendors and Diana Antonion (Nee Shanks) made an application to the Development Applications Board for adjustment of the rights-of-ways, subdivision and realignment of certain boundaries between Lots 4, 5 & 6 Clarendon Road and Lots 3 & 4 Clarendon Road and Lot 1 in accordance with the attached plan prepared by Surveying Services Ltd. No 2719A dated December 2005 hereto annexed (the "Subdivision Plan") and subdivision approval was granted on the 21st of June 2005 and the Subdivision Plan was registered on 26th day of July 2006 under reference S0001/06;

(6) By a Deed of Grant and Release of Easements dated the day of July 2018 and made between Second Vendors the first part Diana Dora Antonion of the second part the Vendors of the third part and HSBC Bank Bermuda Limited of the fourth part for the consideration therein mentioned certain right of ways that affected the First Property and Second Property were released and extinguished in the manner therein specified and a new right of way granted as more particularly described therein;

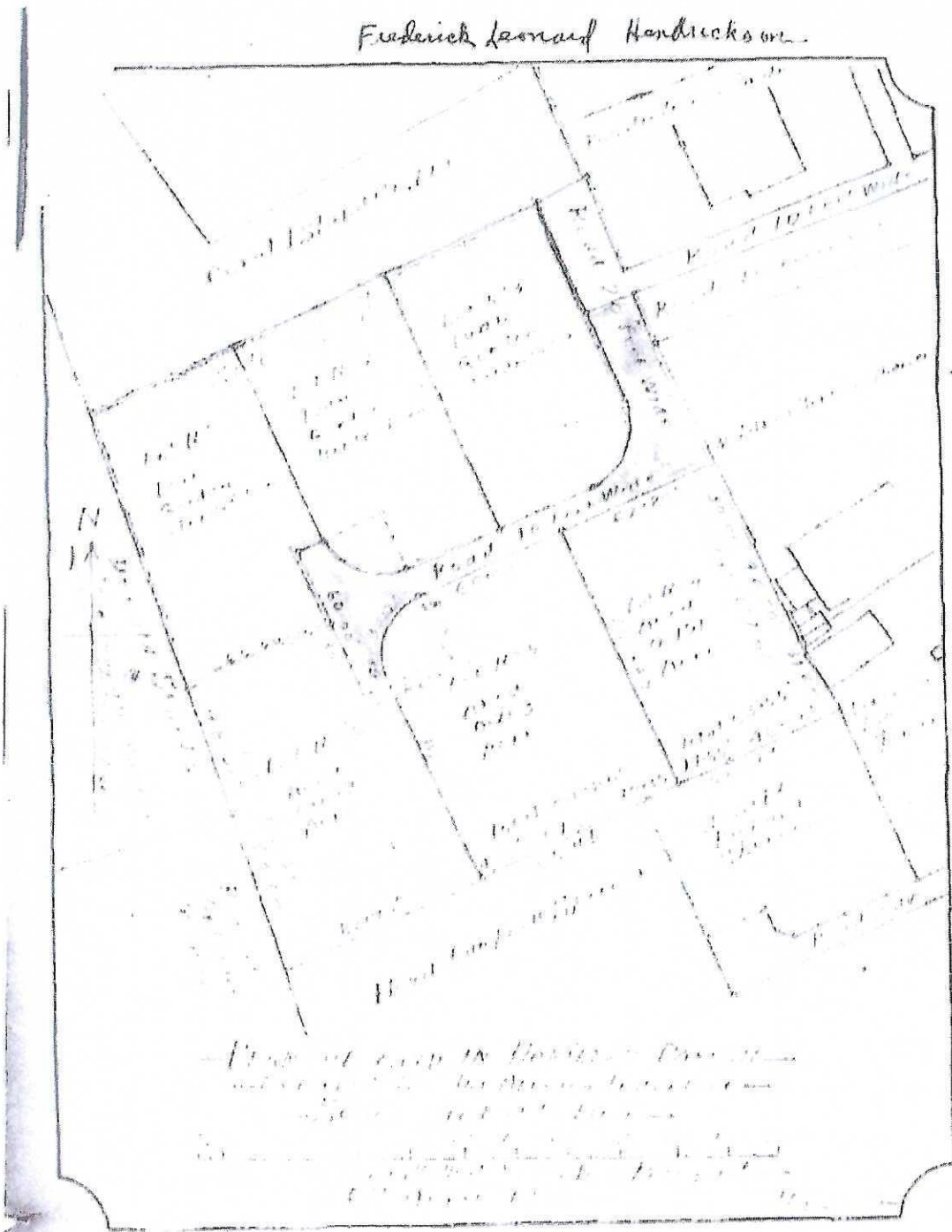
(7) The First Vendors have agreed with the Purchasers for the sale of the Property more particularly described in the Third Schedule (the "Property") to the Purchasers in fee simple at the price of Eight hundred and fifty thousand dollars (\$850,000.00); and

(8) A small portion of the Property consists of land owned by the Second Vendors (the "Strip") more particular described the Fourth Schedule and the Second Vendors have agreed to be a party to this deed to give effect to the Subdivision Plan and convey any interest they possess in the Strip to the Purchasers subject to the existing right-of-way over that Strip.

NOW THIS DEED WITNESSETH as follows:-

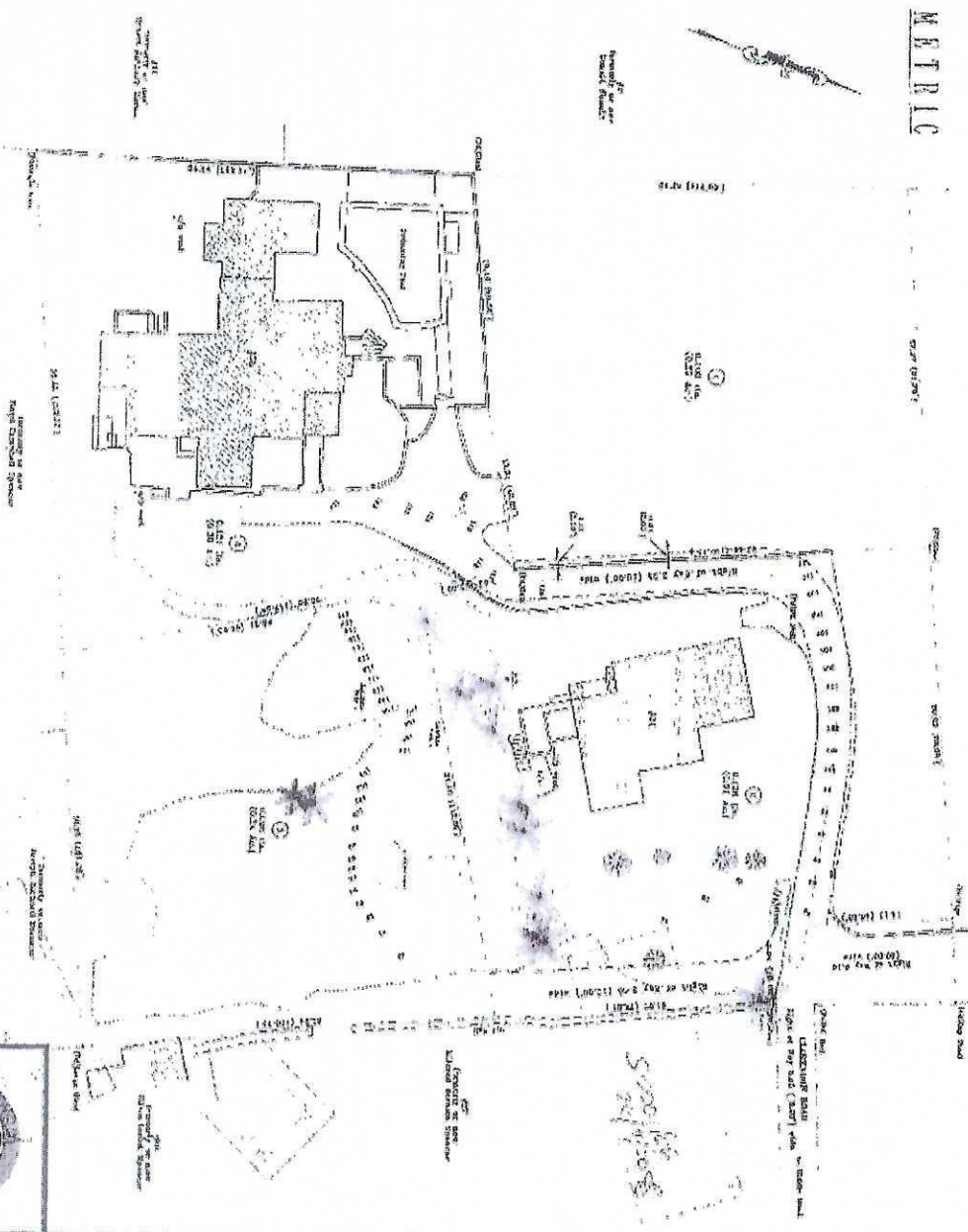
1. That in pursuance of the said agreement and in consideration of the sum of Eight Hundred and Fifty Thousand Bermuda Dollars (BD\$850,000.00) now paid by the Purchasers to the Vendors (the receipt of which the Vendors hereby jointly acknowledge and accept) the First Vendors and Second Vendors as beneficial owners **HEREBY CONVEY** unto the Purchasers **ALL THAT** the Property **TO HOLD** the same unto the Purchasers in fee simple as joint tenants **SUBJECT TO** the existing right of way over that Strip ~~that forms part of the~~ Property; and

Friedrich Leonard Handrickson



Handwritten notes at the bottom of the map, possibly describing the site plan or providing additional details. The text is difficult to read due to its cursive and small size.

METRIC



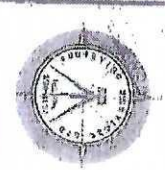
SCALE: 1/500

DATE: DECEMBER, 2005

ENGINEER: S. WATSON

REF. NO. 2719A

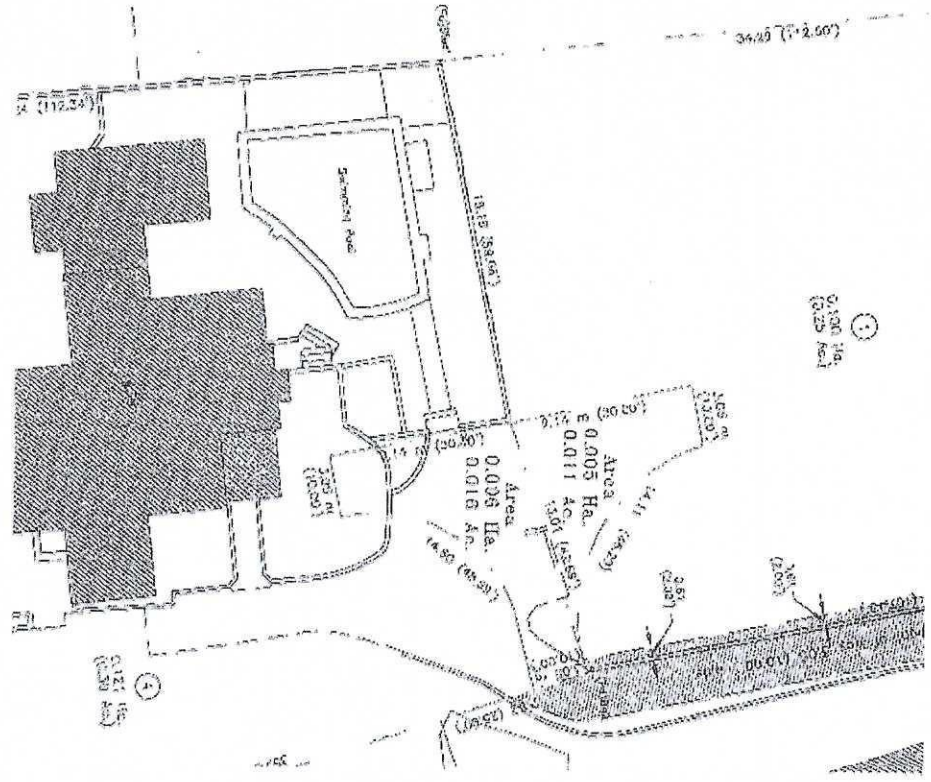
PLAN OF
31 & 38, CLARENCE ROAD
FLATT'S VILLAGE, SMITH'S PARISH





1
CPLS
12008

PLAN SHOWING FORMER ROW AREA



[Handwritten Signature]
 Date: 11/18

<p>City of San Diego Planning & Community Development Department 1200 Broadway, Suite 1200 San Diego, CA 92101 Phone: (619) 441-3100 Fax: (619) 441-3101</p>		<p>Project Name: _____</p> <p>Project No.: _____</p> <p>Project Date: _____</p> <p>Project Status: _____</p>
<p>City of San Diego Planning & Community Development Department 1200 Broadway, Suite 1200 San Diego, CA 92101 Phone: (619) 441-3100 Fax: (619) 441-3101</p>		<p>City of San Diego Planning & Community Development Department 1200 Broadway, Suite 1200 San Diego, CA 92101 Phone: (619) 441-3100 Fax: (619) 441-3101</p>

2. The Second Vendors hereby covenant with the Purchasers for the production of the documents of title set out in the Fifth Schedule hereto as long as they have possession of the same and hereby acknowledges the right of the delivery of copies thereof and hereby undertakes for the safe custody of such documents.

IN WITNESS WHEREOF the parties have hereto set their hands and seals the day and year before written.

THE FIRST SCHEDULE

(Lots 4, 5 & 6 Clarendon Road, Hamilton Parish)

ALL THAT parcel of land in Hamilton Parish in the Islands of Bermuda delineated on the plan annexed to a Conveyance dated the 26th day of October 1955 made between Ivan Gordon Eustace Hendrickson of the one part Frederick Leonard Hendrickson of the other part and thereon coloured pink (comprising three lots of land numbered 4 (four) 5 (five) and 6 (six)) bounded on the NORTH-WEST by land formerly held with the land now being described formerly in the possession of Ivan Gordon Eustace Hendrickson and there measuring as shown on the said plan Sixty feet (60') Thirty feet (30') Ten feet (10') Thirty-nine decimal point two five feet (39.25') and One hundred and twenty-two decimal point eight nought feet (122.80') on the NORTH-EAST in part by land now or formerly of Mildred Bernice Spencer and in part by land now or formerly of Veronica Isabel Spencer and there measuring a total of One hundred and seven decimal point six nought feet (107.60') SOUTH-EAST in part by land now or formerly of Joseph Richard Spencer and in part by land now or formerly of Floyd Campbell Spencer and there measuring a total of Two hundred and thirty-one decimal point two five feet (231.25') and on the SOUTH-WEST in part by land now or formerly of Robert Anthony Muran and in part by land of Dianne Antonieon (Nee Shanks) and there measuring One hundred and twelve decimal point five nought feet (112.50') OR HOWEVER OTHERWISE the said parcel of land may be bounded may measure or ought to be described TOGETHER WITH the apartment dwelling house thereon erected known as #38 Clarendon Road, (Assessment Numbers: 080137016, 080137113 & 080137210 Grid Reference: E551124, N135522) AND ESPECIALLY TOGETHER WITH full free and unrestricted right and liberty of way and passage for the owners and occupiers for the time being of the parcel of land above described or any part thereof and their tenants and servants and all other lawfully authorised persons with or without animals and vehicles of all descriptions OVER AND ALONG the roadway coloured green on the said plan forming part of the Northern boundary of the parcel of land above described and leading in an Easterly and thence in a Northerly direction to the roadway coloured yellow on the said plan AND ALSO OVER AND ALONG the last mentioned roadway leading to the roadway next hereinafter described AND ALSO OVER AND ALONG the roadway ten feet wide also coloured yellow on the said plan leading in an Easterly direction with some change of direction to the Main Public Road known as the Middle Road.

THE SECOND SCHEDULE

(Lots 3, 4 & Right-of-Way Clarendon Road, Hamilton Parish)

FIRSTLY ALL THAT certain parcel of land situate in Hamilton Parish in the Islands of Bermuda delineated outlined and annexed to an Indenture dated the 26th day of October 1955 and made between Frederick Leonard Hendrickson of the first part Ivan Gordon Eustace Hendrickson of the second part and Ernest Winthrop Peniston Vesey of the third part and hereon coloured pink and comprising, the lot numbered "3" and the Eastern portion of the lot numbered "3" and the Eastern portion of the lot numbered "2" on the said plan and bounded NORTHWESTERLY by land of The Coral Islands Company Limited and there measuring Ninety-six decimal point one five feet (96.15') NORTHEASTERLY in part by a roadway Twenty decimal point nought feet (20.0') wide coloured Green on the said plan and there measuring in total of Eighty-two decimal point five feet (82.5') EASTERLY by the said strip of land and there measuring along the arc of a circle of a radius of Twenty-five decimal point nought feet (25.0') Thirty-nine decimal point two five feet (39.25') SOUTH EASTERLY by the said strip of land and there measuring Seventy decimal point four nought feet (70.40') or thereabouts and SOUTHWESTERLY by the western portion of the said lot of land numbered "2" on the said plan formerly held herewith and now or lately of Donald Joseph shanks and there measuring one hundred and seven decimal point one seven feet (107.17') or thereabouts AND SECONDLY ALSO ALL THAT strip of land in Hamilton Parish aforesaid of irregular shape bounding the parcel of land hereinbefore described on the North East and South East and coloured green on the said plan and reserved for a roadway and bounded NORTHERLY by the lots of land numbered "1" "2" and "3" by the roadway Twenty decimal point nought feet (20.0') wide and coloured yellow on the said plan and measuring along the Northern boundary as shown on the said plan Ten decimal point nought feet (10.0') Thirty-nine decimal point two five feet (39.25') Forty decimal point nought feet (40.0') Thirty-seven decimal point nine nought feet (37.90') Thirty-nine decimal point two feet (39.2') Thirty-six decimal two five feet (36.25') and Twenty decimal point nought feet (20.0') EASTERLY in part by land of Rosalie Leonora Smith and in part by land of Mildred Bernice Spencer and there measuring Seventy decimal point nought feet (70.0') or thereabouts SOUTHERLY by the lots numbered "4" "5" and "6" on the said plan in the possession of the said Frederick Leonard Hendrickson and there measuring along the southern boundary as shown on the said plan one hundred and twenty-two decimal point eight nought feet (122.80') or thereabouts Thirty-nine decimal point two five feet (39.25') and Ten decimal point nought feet (10.0') and WESTERLY in part by the said lot numbered "1" and in part by the said lot numbered "2" and there measuring Sixty decimal point nought feet (60.0') SUBJECT NEVERTHELESS as to the strip of land coloured green on the said plan and secondly above described to all existing rights-of-way thereover OR HOWEVER OTHERWISE the said parcel and strip of land may be bounded may measure or ought to be described TOGETHER WITH the apartment-house erected on

the said parcel of land and all other houses buildings fixtures ways rights-of-way rights lights liberties privileges easements advantages and appurtenances whatsoever to the said parcel of land belonging or in anywise appertaining or usually held or enjoyed therewith or reputed as part thereof or appurtenant thereto AND ESPECIALLY TOGETHER WITH full free and unrestricted right and liberty of way and passage for the owners for the time being of the parcel and strip of land above described or any part thereof respectively and their tenants and servants and all other lawfully authorised persons with or without animals and vehicles of all descriptions OVER AND ALONG the said roadway coloured yellow on the said plan forming a part of the North Eastern boundary of the said parcel of land and a part of the Northern boundary of the said strip of land above described and leading to the roadway next hereinafter described AND ALSO OVER AND ALONG the roadway Ten decimal point nought feet wide also yellow on the said plan leading in an Easterly direction with some change in direction to the Main Public Road known as the "Mickle Road".

THE THIRD SCHEDULE

The Property (38 Clarendon Road)

ALL THAT lot of land in Hamilton Parish in the Islands of Bermuda delineated on the registered subdivision plan (bearing reference S/003/06) drawn by Surveying Services Ltd. No. 2719A dated December 2005 hereto annexed ("the Plan") and thereon designated Lot 4 (Four) and outlined in Red containing Nought decimal point one two one of a Hectare (0.121 Ha.) and bounded NORTH-WESTERLY by land formerly held with the land now being described and designated as Lot 1 (One) and there measuring Thirty-one decimal point one nine metres (31.19m) in total NORTH-EASTERLY by land designated Lot 3 (Three) on the Plan formerly held herewith and there measuring Thirty-five decimal point eight three metres (35.83m) SOUTH-EASTERLY in part by land now or formerly of Joseph Richard Spencer and in part by land now or formerly of Floyd Campbell Spencer and there measuring Thirty nine decimal point four zero metres (39.40m) and SOUTH-WESTERLY by land now or formerly of Robert Anthony Moran designated and there measuring Thirty-four decimal point two four metres (34.24m) OR HOWEVER OTHERWISE the lot of land may be bounded may measure or ought to be described 38 Clarendon Road, (Assessment Numbers: 080137016, 080137113 & 080137210 Grid Reference: E551124, N135522) AND ESPECIALLY TOGETHER WITH full free and unrestricted right and liberty of way and passage for the owners and occupiers for the time being of the parcel of land above described or any part thereof and their tenants and servants and all other lawfully authorised persons with or without animals and vehicles of all descriptions OVER AND ALONG the roadway coloured green on the Plan measuring Three decimal point nought five meters (3.05m) in width leading from the northern boundary of the above described parcel of land leading in a northern and then eastern direction to the roadway coloured yellow on the Plan AND ALSO OVER AND ALONG the roadway measuring six decimal point nought one meters (6.10m) in width and coloured yellow on the Plan leading in a

northerly direction AND ALSO OVER AND ALONG the roadway measuring Three decimal point nought five metres (3.05m) in width also coloured yellow on the Plan leading in an Easterly direction with some changes of direction to the Main Public Road known as the Middle Road.

THE FOURTH SCHEDULE

The Strip (formerly part of Lots 3, 4 & Right-of-Way Clarendon Road)

ALL THAT certain parcel of land situate in Hamilton Parish in the Islands of Bermuda delineated and outlined in red on the plan annexed hereto (prepared by Compu-Cad Training & Services Limited dated June 2018 bearing reference CC18/2131/01) and comprising of Nought decimal point nought six of a Hectare (0.006 Ha.) or Nought decimal point nought one six of an Acre (0.016 Ac.) and bounded NORTHERLY by land measuring Thirteen decimal point nought one metres (13.01 m) in a straight line EASTERLY measuring Three decimal point nought five metres (3.05 m) by the right-way hatched in Green on the Plan measuring Three decimal point nought five metres (3.05m) in width SOUTHEASTERLY on a curve by the Lot designated number 4 on the said plan measuring Fourteen decimal point eight nought metres (14.80 m) SOUTHERLY by Lot designated "4" on the Plan measuring Three decimal point nought five metres (3.05m) SOUTHWESTERLY by Lot 4 again measuring Nine decimal point one four metres (9.14 m) OR HOWEVER OTHERWISE the said parcel of land may be bounded may measure or ought to be described.

THE FIFTH SCHEDULE

Documents the Subject of the Acknowledgment for Production by the Second Vendors for Lots 3, 4 & Right-of-Way Clarendon Road

- (1) CONVEYANCE (TO USES) dated 26th October 1955 - Frederick Leonard Hendrickson to Ivan Gordon Eustace Hendrickson;
- (2) MORTGAGE dated 26th October 1955 - Ivan Gordon Eustace Hendrickson to Morris Alvin Gibbons;
- (3) CONVEYANCE OF EQUITY dated 16th April 1958 - Ivan Gordon Eustace Hendrickson to Etoi Helen Hendrickson;
- (4) RECONVEYANCE dated 21st October 1961 - Morris Alvin Gibbons (the younger) to Etoi Helen Hendrickson;
- (5) VOLUNTARY CONVEYANCE dated 30th October 1961 - Etoi Helen Hendrickson to David Edmund Wilkinson (Grantee to Uses);
- (6) MORTGAGE & BOND AND WARRANT FOR JUDGMENT dated 4th November 1961 - Frederick Leonard Hendrickson and Etoi Helen Hendrickson to Louise

Correia Ray;

- (7) DEED OF FURTHER CHARGE dated 6th November 1964 - Frederick Leonard Hendrickson and Etoi Helen Hendrickson to Louise Correia Ray;
- (8) DEED OF CONFIRMATION AND VOLUNTARY CONVEYANCE dated 8th December 1971 - Etoi Helen Hendrickson to Peter James Chalmers Smith (Grantee to Uses);
- (9) DEED OF CONFIRMATION OF MORTGAGE AND FURTHER CHARGE dated 9th December 1971 - Frederick Leonard Hendrickson and Etoi Helen Hendrickson to Louise Correia Ray;
- (10) MORTGAGE (COPY) dated 10th December 1971 - Frederick Leonard Hendrickson and Etoi Helen Hendrickson to The Bank of Bermuda Limited;
- (11) RECONVEYANCE dated 5th August 1976 - Rose Louise Corday (Sole Executrix of Estate of Catherine Louise Correia Ray, deceased) to Frederick Leonard Hendrickson and Etoi Helen Hendrickson;
- (12) RECONVEYANCE (COPY) dated 14th November 2002 - The Bank of Bermuda Limited and Frederick Leonard Hendrickson; and
- (13) VOLUNTARY CONVEYANCE dated 27th May 2004 - Frederick Leonard Hendrickson to Carol-Ann Louise Furbert and Albertha Rosetta Greene and Albert Curtis Harris and Earl Jabari Chike Furbert.

SIGNED SEALED AND DELIVERED by the above-
 named CAROL-ANN LOLISE FURBERT
 in the presence of:-

) *Carol-Ann Furbert*
) *Albert Harris*

Signature of Witness: *Perry P. Trott, JP*
 Name of Witness: Trott & Duncan
 Address of Witness: Barristers & Attorneys
 Occupation of Witness: 17A Brunswick Street
 Hamilton, Bermuda, HM 0

SIGNED SEALED AND DELIVERED by the above-
 named ALBERTHA ROSETTA GREENE
 in the presence of:-

) *Albertha Rosetta Greene*

Signature of Witness: *Perry P. Trott, JP*
 Name of Witness: Trott & Duncan
 Address of Witness: Barristers & Attorneys
 Occupation of Witness: 17A Brunswick Street
 Hamilton, Bermuda, HM 0

SIGNED SEALED AND DELIVERED by the above-) *Albert Harris*
named ALBERT CURTIS HARRIS)
in the presence of-)

Signature of Witness: *Ferry P. Trott, JP*
Name of Witness: *Ferry P. Trott, JP*
Address of Witness: *1101 E. Duncan*
Occupation of Witness: *Attorney at Law*

SIGNED SEALED AND DELIVERED by the above-) *Earl Jabari Chike Furbert*
named EARL JABARI CHIKE FURBERT)
in the presence of-)

Signature of Witness: *Lawrence E. Emery*
Name of Witness: *Lawrence E. Emery*
Address of Witness: *16 Sunnyway Street*
Occupation of Witness: *Real Estate
Broker
Bermuda*

SIGNED SEALED AND DELIVERED by the above-) *Christopher Frederick Alves*
named CHRISTOPHER FREDERICK ALVES)
in the presence of-)

Signature of Witness: *Cynthia M. Millell*
Name of Witness: *Cynthia M. Millell*
Address of Witness: *Conyers Dill & Pearman Limited
Clarendon House
2 Church Street, Hamilton HM 11
Bermuda*
Occupation of Witness:

SIGNED SEALED AND DELIVERED by the above-) *Mariza Andrade Pacheco*
named MARIZA ANDRADE PACHECO)
in the presence of-)

Signature of Witness: *Cynthia M. Millell*
Name of Witness: *Cynthia M. Millell*
Address of Witness: *Conyers Dill & Pearman Limited
Clarendon House
2 Church Street, Hamilton HM 11
Bermuda*
Occupation of Witness:

28/7/2008 11:14 AM 001180 W-5.0
\$28,000.00
Validation Number: 0000-0000-1
47000000
Page three of three (012) 2/2/2008



MEMORANDUM

Stamps to the value of \$28,000.00 were hereto affixed for stamp duty

Application: DR-2018000866
Lodged: 5/21/2018 3:00:04 PM
Total Fees: \$110.00

Date: 13m Aug 2018

CAROL-ANN LOUISE FURBERT
ALBERTHA ROSITTA GREENE
ALBERT CURTIS HARRIS
-8-
EARL JABARI CHIKI FURBERT

-10-

CHRISTOPHER FREDERICK ALVES
-8-
MARIZA ANDRADE PACHECO

CONVEYANCE

38 Clarendon Road, (Lot #)
Hamilton Parish, FL04
In the Islands of Bermuda

COYETS DILL & PEARMAN

REGISTERERS & ATTORNEYS
HAMILTON, BERMUDA