

This Deed

Is made and dated the 16th day of January 2019 OF CONVEYANCE

BETWEEN:

ALBERTHA ROSETTA GREENE of 127 Read Street, Cobourg, Ontario, Canada K9A574 and CAROL-ANN LOUIS FURBERT of #8 Town Hill Road, Smith's Parish FLO7, Hamilton Parish FL 04 in the Islands of Bermuda (together "the Vendors") of the one part; and

KIRSTEN ELISABETH BEASLEY of 11 Paynters Road, St. Georges H502 and RACHAEL LAYTON RANCE of 1 St. John's Road, Pembroke Parish HM11 in the Islands of Bermuda acting in their capacity as trustees of the Teaghlalgh Trust (together "the Purchasers") of the other part.

WHEREAS:

- (1) By a Deed of Confirmation and Voluntary Conveyance dated the 31st day of December 2005 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 133-1334 in the Land Title Registry Office) for the consideration therein mentioned the property more particularly described in the schedule thereto ("the Original Land") (of which the property described in the Schedule hereto formed part) was conveyed and confirmed unto the Vendors as tenants in common in equal shares subject to an existing Mortgage dated the 22nd day of November 2005 made between the Vendors of the one part and First Bermuda Group Ltd ("First Bermuda") of the other part (registered in the Book of Mortgages No. 706 at page 208 in the Land Title Registry Office in Bermuda) (the "Mortgage");
- (2) The Vendors caused an application to be made to the Development Applications Board of the Department of Planning for subdivision of the Original Land in accordance with a drawing prepared by Surveying Services Ltd. (Ref. No. 2719A dated December 2005) ("the Original Land Plan") which subdivision was approved by the Development Applications Board on the 21st day of June 2006 and registered on the 26th day of July 2006 under planning reference number S0001/06;
- (3) By a Further Charge (the "Further Charge") dated the 2nd day of October 2006 made between the Vendors of the one part and First Bermuda of the other part (registered in the Book of Mortgages No. 717 at page 232/233 in the Land Title Registry Office in Bermuda) the Original Land was charged by the Vendors to First Bermuda to secure repayment of further sums together with interest as therein mentioned;
- (4) First Bermuda purportedly assigned its portfolio of mortgage assets to CAPITAL G Bank Limited on the 30th day of September 2011 (the "2011 Assignment") but failed to expressly convey or assign the lands secured by such portfolio;

- (5) On the 9th day of April 2014 the name of CAPITAL G Bank Limited was changed to Clarlen Bank Limited with the sanction of the Registrar of Companies;
- (6) By a Deed of Confirmation (the "2014 Confirmation") dated the 5th day of September 2014 made between First Bermuda of the one part and Clarlen Bank Limited of the other part for the consideration therein mentioned First Bermuda rectified and confirmed the 2011 Assignment but omitted to list the Mortgage and Further Charge within the list of secured assets, leaving legal title to the Original Land vested in First Bermuda upon trust for the said Clarlen Bank Limited;
- (7) By a Reconveyance dated the 13th day July 2018 between Clarlen Bank Limited of the one part and the Vendors of the other part for the consideration therein mentioned the Original Land was purportedly conveyed to the Vendors freed and absolutely discharged from the Mortgage and Further Charge;
- (8) By a Deed of Release and Grant of Easement dated the 13th day of July 2018 and made between the Vendors (Carol-Ann Louise Furbert and Albertha Rosetta Greene) together with Albert Curtis Harris and Earl Jabari Chike Furbert of the first part Diana Dora Antonilton of the second part the Vendors of the third part and HSBC Bank Bermuda Limited of the fourth part certain rights of way over the Original Land were released and new rights of way (authorized under the above recited plan of subdivision) were created in their place;
- (9) By a Deed of Reconveyance and Confirmation dated the 18th day of December 2018 and made between Clarlen Bank Limited of the first part, First Bermuda of the second part and the Vendors of the third part certain irregularities in the discharge of the Mortgage and the Further Charge were regularized and the legal title to the Original Land was reconfirmed unto the Vendors as tenants in common in equal shares;
- (10) The Vendors have agreed with the Purchasers for the absolute sale to them of that part of the Original Land more particularly described in the First Schedule hereto and known as "Lot 3" Clarendon Road, Hamilton Parish (the "Property") at the price of Two hundred and eighty five thousand dollars (\$285,000.00) (the "Purchase Price") together with the grant of a right of way as denoted below.

NOW THIS DEED WITNESSETH that:

1. IN PURSUANCE of the said agreement and in consideration of the Purchase Price now paid by the Purchasers to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as beneficial owners HEREBY CONVEY UNTO the Purchasers ALL THAT the Property more particularly described in the Schedule hereto TO HOLD the same unto the Purchasers in fee simple as joint tenants upon the trusts declared and the powers and provisions contained in the settlement comprising the Teaghlaigh Trust;
2. The Vendors hereby grant unto the Purchasers the following easements in perpetuity (by way of grant and not merely exception or reservation) over that portion of the Original Land retained by the Vendors

shown as Lot 2 (#31) on the Property Plan and coloured green on the Property Plan ("the Easement Land") as follows:

2.1 full free and unrestricted right and liberty of way and passage for the owners and occupiers for the time being of the Property and their tenants and servants and all other persons lawfully authorized going to or from the Property or any part thereof TOGETHER WITH animals and vehicles of all descriptions OVER AND ALONG the Easement Land forming a right of way Three decimal point six six metres (3.66m) wide and leading from the North-eastern corner of the Property in a Northerly direction to join a pre-existing right of way Three decimal point nought five metres (3.05m) wide coloured Yellow and designated on the Property Plan as Clarendon Road which leads to Middle Road and is more particularly referenced in the Schedule hereto; and

2.2 full and free right and liberty (together with necessary workmen and appliances) to enter into or upon the Easement Land for the purpose of inspecting repairing renewing and maintaining the cables laid thereunder or for laying additional cables and pipes for the purpose of supplying electrical and telephone services to the Property (causing no unreasonable obstruction to the free passage of persons animals and vehicles thereover) in such operation to dig remove turf and soil and do and erect such works as may be necessary and replacing or causing to be replaced the ground in proper condition with due expedition and should the Purchasers or their successors and assigns so elect to make up the right of way to driveable standards.

3. The Purchasers hereby acknowledge that the right of way created in clause 2.1 above is not presently opened up and usable by vehicular traffic and that any works that the Purchasers may elect to commence in order to create an vehicular accessway over the Easement Land shall be conducted at the Purchasers' expense, with the Purchasers making good any damage to the Vendors' retained land thereby occasioned;

4. The Vendors hereby covenant with the Purchasers not to further encumber or to denude the Easement Land of the trees or bushes currently situate on the Easement Land save with the prior consent of the Purchasers and their successors in title to the Property;

5. The Vendors acknowledge the right of the Purchasers their successors and assigns to the production of the title documents listed in the Second Schedule hereto and to the delivery of copies of them following receipt of a written request from the Purchasers and the Vendors hereby undertake to ensure their safe custody.

IN WITNESS WHEREOF the parties hereto have executed this Conveyance as a deed the day and year first before written.

FIRST SCHEDULE

The Property

ALL THAT lot of land in Hamilton Parish in the Islands of Bermuda delineated on the copy of the plan drawn by Surveying Services Ltd. No. 2719A dated November 2005 hereto annexed ("the Property Plan") and thereon designated Lot 3 (three) and outlined in Red containing Nought decimal point nought nine eight Hectares (0.098 Ha.) and bounded NORTH-WESTERLY by land formerly held with the land now being described and designated as

Lot 2 (two) and there measuring Thirty-four decimal point four nought metres (34.40m) NORTH-EASTERLY partly by land designated #27 and partly by land designated #25 and there measuring Thirty-two decimal point two four metres (32.24m) 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 decimal point seven eight metres (30.78m) and SOUTH-WESTERLY by land designated as Lot 4 (four) formerly held herewith there measuring Twenty-eight decimal point two one metres (28.21m) OR HOWEVER OTHERWISE the lot of land may be bounded may measure or ought to be described 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 said lot of land hereinbefore described and their tenants and servants and all other persons lawfully authorized going to or from the said lot of land or any part thereof TOGETHER WITH animals and vehicles of all descriptions from the terminous of the right of way created in Clause 2 above OVER AND ALONG the said Clarendon Road in an Easterly direction to join the Middle Public.

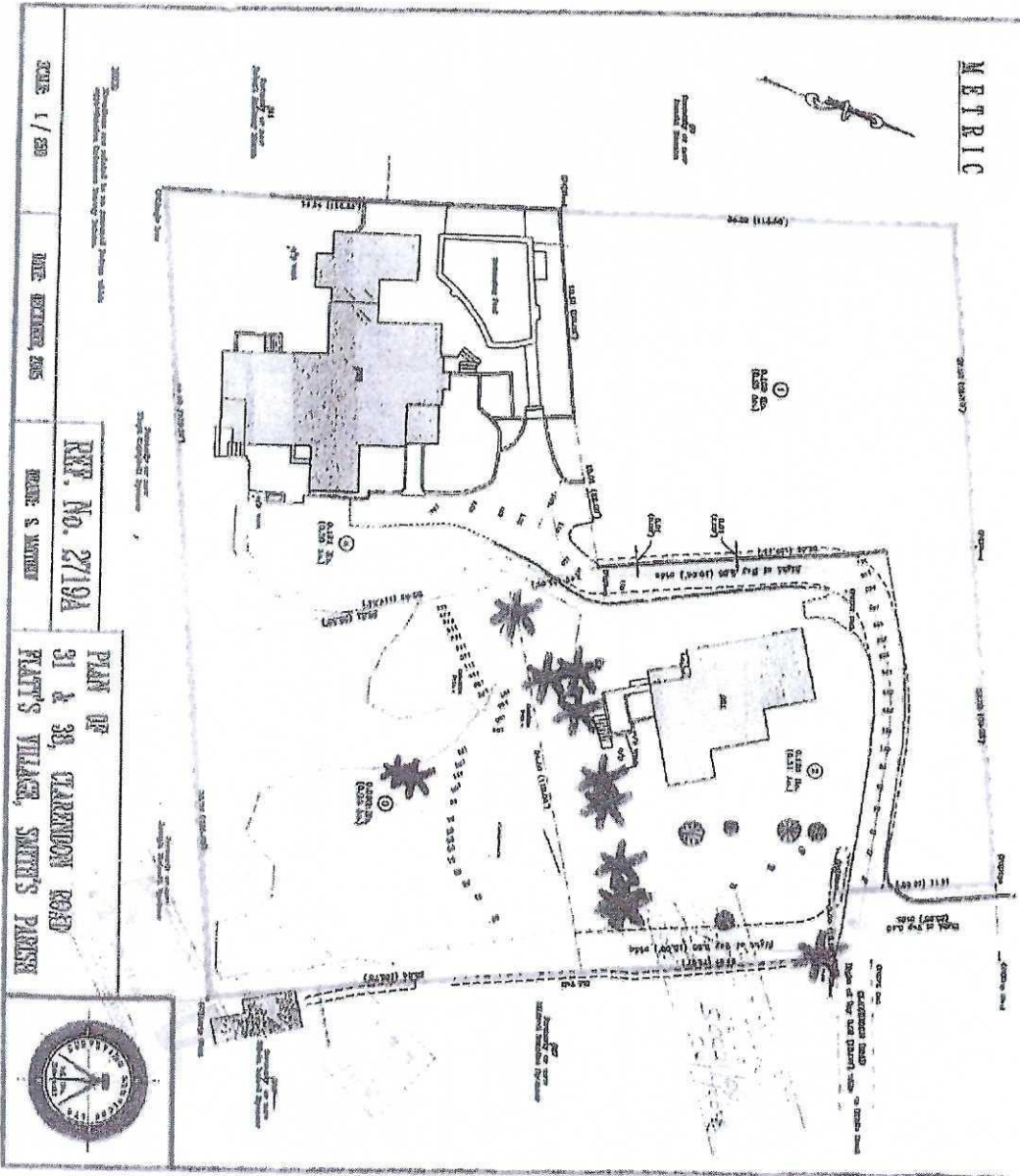
SECOND SCHEDULE

Title Documents the subject of the acknowledgement for production

Date of Document	Description	Parties
14 August 1953	Conveyance	The Coral Island Company Limited (1) The Bank of N.T. Butterfield & Son Limited (2) Frederick Leonard Hendrickson and Ivan Gordon Eustace Hendrickson (3)
12 September 1953	Mortgage	Frederick Leonard Hendrickson and Ivan Gordon Eustace Hendrickson (1) Morris Alvin Gibbons Jr. (2)
25 October 1955	Reconveyance	Morris Alvin Gibbons Jr (1) Frederick Leonard Hendrickson and Ivan Gordon Eustace Hendrickson (2)
26 October 1955	Conveyance	Ivan Gordon Eustace Hendrickson (1) Frederick Leonard Hendrickson (2) Ernest Winthrop Peniston Vesey (3)
26 October 1955	Mortgage	Frederick Leonard Hendrickson (1) Morris Alvin Gibbons Jr. (2)
12 May 1956	Power of Attorney	Ivan Gordon Eustace Hendrickson
16 April 1958	Conveyance of Equity	Ivan Gordon Eustace Hendrickson (1) and Etoi Helen Hendrickson (2) (the name Etoi being misspelt as Etor in such deed)
31 December 1960	Reconveyance	Morris Alvin Gibbons Jr. (1) Frederick Leonard Hendrickson (2) Ronald Leslie Barnard (3)
31 December 1960	Mortgage (plus bond and warrant for judgement)	Frederick Leonard Hendrickson (1) Guy Stuart Ridgway (2)
30 October 1961	Voluntary Conveyance	Etoi Helen Hendrickson (1) Frederick Leonard Hendrickson and Etoi Helen Hendrickson (2) David Edmund Wilkinson (3)
17 February 1964	Further Charge	Frederick Leonard Hendrickson (1) Guy Stuart Ridgway (2)
10 December 1971	Mortgage	Frederick Leonard Hendrickson (1) Frederick Leonard Hendrickson and Etoi Helen Hendrickson (2) The Bank of Bermuda Limited (3)
22 October 1971	Reconveyance	Morris Alvin Gibbons Jr. (1) Frederick Leonard Hendrickson (2) Coles Raymond Diel (3)
4 June 1976	Reconveyance	Helena Isabelle Ridgway (as executrix of Guy Stuart Ridgway) (1) Frederick Leonard Hendrickson (2)
3 April 1998	Death Certificate	Etoi Helen Hendrickson
14 November 2002	Reconveyance	The Bank of Bermuda Limited (1) Frederick Leonard Hendrickson (2)

THE ORIGINAL
LAND PLAN

METRIC



SCALE 1/500

DATE: OCTOBER, 2005

ENGINE: S. MATHIAS

REF. No. 2719A

PLAN OF
31 & 38, GARDEN ROAD
FLAT'S VILLAGE, SMITH'S PARISH



15 November 2002	Mortgage	The Bank of Bermuda Limited (1) Frederick Leonard Hendrickson (2)
27 May 2004	Voluntary Conveyance (nb this deed has been Assessed as void for Breach of subdivision)	Frederick Leonard Hendrickson (1) The Bank of Bermuda Limited (2) Carol-Ann Louise Furbert and Albertha Rosetta Greene (3)
22 August 2006	Letter	From office of Tax Commissioner explaining lack of stamp duty on Item Immediately above
22 November 2005	Mortgage	Carol-Ann Louise Furbert and Albertha Rosetta Greene (1) First Bermuda Group Ltd (2)
30 December 2005	Reconveyance	The Bank of Bermuda Limited (1) Frederick Leonard Hendrickson (2)
31 December 2005	Confirmation and Voluntary Conveyance	Frederick Leonard Hendrickson (1) Carol-Ann Louise Furbert and Albertha Rosetta Greene (2)
2 October 2006	Further Charge and Variation	Carol-Ann Louise Furbert and Albertha Rosetta Greene (1) First Bermuda Group Ltd. (2)
8 March 2012	Confirmation	Carol-Ann Louise Furbert and Albertha Rosetta Greene (1) First Bermuda Group Ltd. (2)
30 September 2011	Assignment	First Bermuda Group Ltd. (1) Capital G Bank Limited (2)
5 September 2014	Confirmation	First Bermuda Group Ltd. (1) Clarien Bank Limited (2)
13 July 2018	Grant and Release of Easements	Carol-Ann Louise Furbert, Albertha Rosetta Greene, Albert Curtis Harris and Earl Jabari Chike Furbert (1) Diana Dora Antoniklon (2) Carol-Ann Louise Furbert and Albertha Rosetta Greene (3) HSBC Bank Bermuda Limited
18 December 2018	Reconveyance and Confirmation	Clarien Bank Limited (1) First Bermuda Group Ltd. (2) and Carol-Ann Louise Furbert and Albertha Rosetta Greene (3)

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

Witness

Albert Harris
Lawful attorney for
Albertha Rosetta Greene by
a Power of attorney dated
17th April, 2013.



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

Witness

Carol-Ann Louise Furbert



21/1/2019 05:11 PM Est 1102 Reg 0001
\$7,550.00
Validation Number: 0001-015029
40050.8061
Payer Name: WAKEFIELD GUIN



SIGNED SEALED AND DELIVERED by)
the above named KIRSTEN ELISABETH BEASLEY)
acting in her capacity as Trustee of the)
Teaghlaigh Trust in the presence of:)

K. Beasley



Witness *[Signature]*
M. STONE
WAKEFIELD QUIN
ATTORNEY.

SIGNED SEALED AND DELIVERED by)
the above named RACHAEL LAYTON RANCE)
acting in her capacity as Trustee of the)
Teaghlaigh Trust in the presence of:)

R. Rance



Witness *[Signature]*
AS ABOVE

Stamp duty memorandum

Stamp duty in the sum of \$7,550.00 was affixed hereto affixed.

BY THIS POWER OF ATTORNEY given on the ^{14th} day of April 2013 ALBERTHA ROSETTA GREENE of The Province of Ontario in the Dominion of Canada and presently residing at 38 Clarendon Road Hamilton Parish FL 04 in the Islands of Bermuda SENDS GREETINGS:

WHEREAS I am desirous of appointing my son ALBERT CURTIS HARRIS of Hamilton Parish FL 04 aforesaid as my attorney for these purposes hereinafter appearing

NOW THIS DEED WITNESSETH that I the said Albertha Rosetta Greene APPOINT the said Albert Curtis Harris my true and lawful attorney for me and in my name to do the following acts and things or any of them with regard to my interest in the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands the said aforesaid that is to say:

1. To demand sue for enforce payment of receive and give discharges for all monies securities for monies debts stocks shares and other personal property now belonging or hereafter to belong to me whether solely or jointly with any other person or persons, with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands.
2. To manage my business affairs investments securities and personal property for the time being in such manner as my attorney shall think fit and to make any payments in connection with my business affairs investments securities and personal property with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands;
3. To commence carry on or defend all actions and other proceedings touching my property or affairs or any part thereof or touching anything in which I or my property or affairs may be in anywise concerned with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands;
4. To settle compromise or submit to arbitration all accounts claims and disputes between me and any other person or persons with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands;

5. To invest any of my money derived from the said real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 in the Islands in such manner at such rate of interest and upon such securities as my attorney shall in his absolute discretion think fit and from time to time to vary the said investments or any of them and in the meantime and pending any such investments as aforesaid to deposit the said money or any part thereof with any banker or bankers to whom my attorney shall think fit to entrust the same;
6. To carry into effect and perform all agreements entered into by me with any other person or person with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid;
7. For the purposes aforesaid or any of them to carry on any banking account already opened in my name alone or in the joint names of myself and any other person or persons and to open and operate on any new banking account in such name or names and to draw sign indorse and negotiate cheques bills of exchange dividend and interest warrants and negotiable instruments and to sign my name and execute on my behalf all contracts transfers assignments deeds and instruments whatsoever with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid;
8. To concur in doing any of the acts and things hereinbefore mentioned in conjunction with any other person or persons interested in the premises with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid;
9. To appoint and remove at pleasure and substitute for as agent under him in respect of all or any of the matters aforesaid upon such terms as my attorney shall think fit with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid;
10. To sell voluntarily convey mortgage or otherwise deal with all or any part of my real and personal property with respect to the real property situate at 38 Clarendon Road

Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid wherever situated;

11. Upon receipt of any money under these presents and with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining 38 Clarendon Road Hamilton Parish FL 04 aforesaid, to deposit the same with any banker on my behalf, and in my name: AND out of such monies to pay all expenses of repairs or improvements and other outgoings in respect of any part of my real or personal property with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid as my attorney shall find reasonable and necessary;

12. In general to do all other acts deed matters and things whatsoever in or about my estates property and affairs specifically with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the said 38 Clarendon Road Hamilton Parish FL 04 aforesaid or concur with person jointly interested with myself therein specifically with respect to the real property situate at 38 Clarendon Road Hamilton Parish FL 04 in the Islands and the vacant lot of land adjoining the 38 Clarendon Road Hamilton Parish FL 04 aforesaid in doing all acts deed matters and things herein either particularly or generally described as amply and effectually to all intents and purposes as I could do in my own proper person if this deed had not been made.

AND I hereby undertake to ratify and confirm everything which my attorney or my substitute or substitutes or agent or agents appointed by them under the power in that behalf hereinbefore contained shall do or purport to do by virtue of these presents AND I am desirous that this power of attorney shall continue to be of effect notwithstanding any subsequent legal incapacity of myself.

IN WITNESS WHEREOF I the said ALBERTA ROSETTA GREENE have hereunto set my hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED)
by the above named ALBERTA)
ROSETTA GREENE in the presence)
of:)

Alberta Greene

[Signature]

WITNESSES
Stamp Duty :



This is a certified copy of the original document

Trott & Duncan Limited
TROTT & DUNCAN LIMITED

Dated 18th May 2019

ALBERTHA ROSETTA GREENE and
CAROL-ANN LOUIS FURRERI

-fo-

KIRSTEN ELISABETH BEASLEY and
RACHAEL LAYTON RANCE
(acting in their capacity as Trustees of the Teachlaigh Trust)

CONVEYANCE

Lot #3 Clarendon Road, Hamilton Parish FL04

- WAKEFIELD QUIN LIMITED -

BARRISTERS & ATTORNEYS
NOTARY PUBLIC