# The Official Gazette

## (EXTRAORDINARY)

## OF GUYANA

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GEORGETOWN, Demerara – Printed and Published every Saturday and on such Extraordinary Days as may be directed by the Government by Guyana National Printers Limited, 1 Public Road, La Penitence, Greater Georgetown.

**SATURDAY 13TH MAY, 2023**

# NOTICE OF DEBENTURE

**GUYANA**
**COUNTY OF DEMERARA**

**CAMEX RESTAURANTS INC.**

**NOTICE** is hereby given that a First Debenture by the above-named Company, namely, **CAMEX RESTAURANTS INC.**, a company incorporated and registered in Guyana under the Companies Act, No. 29 of 1991, whose registered Office is situate at Lot 231 Camp and Middle Streets, Georgetown, Guyana, (hereinafter called "the Borrower") will after the expiration of 7 (seven) days from the date of publication of this Notice, be duly issued and registered pursuant to Section 233(1) of the Companies Act, No. 29 of 1991, to the SEAF CARIBBEAN LOAN FINANCE LLC, a limited liability company organized and registered under the Laws of Delaware, with its registered Office situate at 1500 K Street, N.W., Suite 375, Washington D.C. 20005, United States of America, (hereinafter "SCLF") on its own behalf pursuant to the terms of that certain CAMEX-SCLF Loan Agreement, (as amended, modified or supplemented from time to time), among Camex Restaurants Inc. as Borrower and SEAF Caribbean Loan Finance LLC as Lender (hereinafter the "Loan Agreement") entered into between the Borrower and SCLF.

Such Debenture will not be secured by a separate mortgage or charge but will itself confer a First Charge ranking as a First Mortgage over the movable and immovable properties set out in Schedule hereto.

Except with the written consent of the Debenture Holder, the above-named company shall not be at liberty to create any mortgage of charge in respect of below-described movable and immovable property, whether in priority to or *pari passu* with such Second Debenture or otherwise whatsoever.

*C.A. NIGEL HUGES*,
COMPANY SECRETARY
FOR CAMEX RESTAURANTS INC.

Dated at Georgetown, Demerara,
this 9th day of May, 2023.

**SCHEDULE**

**FIRSTLY:-** A First Fixed Charge in favour of SCLF over:

(a) All stocks, shares, bonds, and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital held or owned by the company both currently owned and hereafter acquired in any company, firm, consortium or entity including all allotments, accretions, offices, rights, benefits and advantages at any time accruing, offered or arising in respect of or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversation, redemption, bonus, preference, option or otherwise in respect of them ('the Securities');

(b) All book and other debts, revenues and claims both currently owned and hereafter acquired (including things-in-action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the company and the full benefit of all rights and remedies relating to such book and other debts, revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security reservation of proprietary rights of tracing lien and all other rights and remedies of any nature in respect of such property;

(c) The uncalled capital, goodwill and all patents, patent applications, trademarks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both currently owned and hereafter acquired of the company;

(d) The undertaking and all other assets of the company both currently owned and hereafter acquired including (but not limited to) all plant,

machinery and equipment, vehicles and stocks of any kind of the company including the property described in the foregoing clauses above to the extent that it is not effectively charged by way of fixed charge.

**SECONDLY:-** A First Floating Charge in favour of SCLF over:

the undertaking and all other assets of the Company both present and future including (but not limited to) all plant, machinery and equipment, vehicles and stocks of any kind of the Company including the property described in sub-paragraphs (a) to (d) above to the extent that it is not effectively charged by way of fixed charge.

**(No. 1896)**

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**GUYANA**
**COUNTY OF DEMERARA**

**FERNANDES GUYANA ENTERPRISE INC.**

**NOTICE** is hereby given that a Second Debenture by the above-named Company, namely, **FERNANDES GUYANA ENTERPRISE INC.**, a company incorporated and registered in Guyana under the Companies Act, Act No. 29 of 1991, whose registered Office is situate at Block G1 Land of Canaan, East Bank Demerara, Republic of Guyana, (hereinafter called "the Borrower") will after the expiration of 7 (seven) days from the date of publication of this Notice be duly issued and registered under Section 233(1) of the Companies Act, No. 29 of 1991, to the INTER-AMERICAN INVESTMENT CORPORATION, an international organization established by the Agreement Establishing the Inter-American Investment Corporation among its member countries duly licensed to carry on business in the Republic of Guyana, with its registered Office situate at 1350 New York Avenue, N.W. Washington D.C. 20577, United States of America (hereinafter "IDB Invest") on its own behalf pursuant to the terms of that certain Amended and Restated Agreement dated the 2nd day of February, 2023, relating to the Loan and Guarantee Agreement dated the 19th day of January, 2021, (as amended, modified or supplemented from time to time) among Fernandes Guyana Enterprise Inc. as Borrower, Fernandes Concern Beheer N.V., and Fernandes Bakkerij as Guarantors and the Inter-American Investment Corporation as Lender (hereinafter the "Loan Agreement") to be entered into between the Borrower and IDB Invest.

Such Second Debenture will not be secured by a separate mortgage or charge but will itself confirm a First Charge ranking as a First Mortgage over the movable and immovable properties set out in the Schedule hereto.

Except with the written consent of the Debenture Holder, the above-named company shall not be at liberty to create any mortgage or charge in respect of the below-described movable and immovable property, whether in priority to or *pari passu* with such Second Debenture or otherwise whatsoever.



FRANK JANSEN,
DIRECTOR
FOR FERNANDES GUYANA ENTERPRISE INC.

SEAL AFFIXED BY ME: FRANK JANSEN
SECRETARY

Dated at Georgetown, Demerara,
this 5th day of May, 2023.

**SCHEDULE**

**FIRSTLY:-** A Second Fixed Charge in favour of IDB Invest over:

a) All freehold and leasehold property of the Company both present and future including (but not limited to):

Block G1 (G one) being a portion of that part of Land of Canaan, South of the Village of Canaan, situate on the Right Bank of the Demerara River,

in the County of Demerara, in the Republic of Guyana, the said part having an area of 411.4 (four hundred and eleven decimal four) English acres as shown on a plan by E.C.H. Klautky, Sworn Land Surveyor dated the 30th day of July, 1910 and deposited in the Deeds Registry at Georgetown on the 15th day of June, 1916, the said Block G1 (G one) having an area of 118.84 (one hundred and eighteen decimal eight four) acres being shown on a plan by F.R. Lee, Sworn Land Surveyor dated the 23rd day of February, 1979 and deposited in the Deeds Registry, aforesaid on the 26th day of November, 1979, with the building and erections thereon, save and except Tract G3 (G three) transported to Asha Roberts on the 19th day of August, 1999 - No. 971 and also save and except Tracts G4 (G four) and G5 (G five) transported to Irving Pollard on the 25th day of April, 2001 - No. 628 and subject to the right of the proprietor of Block G2 (G two), his heirs, servants and agents to use - Block G1 (G one) being a portion of that part of Land of Canaan, South of the Village of Canaan, situate on the Right Bank of the Demerara River, in the County of Demerara, in the Republic of Guyana, the said part having an area of 411.4 (four hundred and eleven decimal four) English acres as shown on a plan by E.C.H. Klautky, Sworn Land Surveyor dated the 30th day of July, 1910 and deposited in the Deeds Registry, Georgetown on the 15th day of June, 1916, the said Block G1 (G one) having an area of 118.84 (one hundred and eighteen decimal eight four) acres being shown on a plan by F.R. Lee, Sworn Land Surveyor dated the 23rd day of February, 1979 and deposited in the Deeds Registry, aforesaid on the 26th day of November, 1979, with the building and erections thereon, save and except Tract G3 (G three) transported to Asha Roberts on the 19th day of August, 1999 - No. 971 and also save and except Tracts G4 (G four) and G5 (G five) transported to Irving Pollard on the 25th day of April, 2001 - No. 628 and subject to the right of the proprietor of Block G2 (G two), his heirs, servants and agents to use the trench running along and within the southern boundary of the said Block G1 (G one) shown on the said plan for drainage and irrigation on the condition that the proprietor of Block G2 (G two) at his expense maintain the southern half of the said trench in good order and condition and together with the right at all times to the Transportee of the full use of the sluice, trench and dam, the property of the Transportee, for the purpose of drainage, irrigation and transportation with respect to the said Block G1 (G one) on the condition that the Transportee at his expense maintain the sluice, dam and trench West of the Public Road and adjacent to the said Block G1 (G one), the said trench running into the Demerara River and the said dam approximately 14' (fourteen) feet wide and South of the McLeod Trench, all being shown on a plan by F.R. Lee, Sworn Land Surveyor dated the 22nd day of May, 1975 and deposited in the Deeds Registry on the 29th day of March, 1978.

and all buildings and fixtures (including trade fixtures) from time to time on any such property with the benefit of all existing and future leases, underleases, tenancies and agreements relating to such property (including all rents and profits from such property) (the 'Charged Property');

b) All stocks, shares, bonds and securities of any kind whether marketable or otherwise and all other interests including (but not limited to) loan capital held or owned by the Company both present and future in any company, firm, consortium or entity including all allotments, accretions, offices, rights, benefits and advantages at any time accruing, offered or arising in respect of/or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them ('the Securities');

c) All book and other debts, revenues and claims both present and future (including things-in-action which may give rise to a debt, revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and

other debts, revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities debentures, legal and equitable charges and other security reservation of proprietary rights of tracing liens and all other rights and remedies of any nature in respect of such property; and

d) The uncalled capital, goodwill and all patents, patent applications, trademarks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company.

**SECONDLY:-** A Second Floating Charge in favour of IDB Invest over:

the undertaking and all other assets of the Company, both present and future including (but not limited to) all plant, machinery and equipment, vehicles and stocks of any kind of the Company including the property described in sub-paragraphs (a) to (d) above to the extent that it is not effectively charged by way of fixed charge.

**(No. 1897)**

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**SATURDAY 13TH MAY, 2023**