



BRIDGETOWN, BARBADOS, 9TH JANUARY, 2014

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Acting Appointments

Mr. Antonio Rowe, Coastal Engineer, has been appointed to act in the post of Deputy Director, Coastal Zone Management Unit, with effect from 2013-12-01 until further notice but not later than 2014-03-31.
(M.P. 3/104/09)

Ms. Sandra Boyce, Librarian, National Library Service, has been appointed to act in the post of Deputy Director, National Library Service, with effect from 2013-09-09 to 2013-09-30.
(M.P. 3/47/04 Vol. 2)

Ms. Beverley Forte, Investment Officer, has been appointed to act as Manager, Investments, National Insurance Department, with effect from 2013-08-06 to 2013-08-30 and 2013-12-16 until further notice but not later than 2014-01-10.
(M.P. 3/64/27)

NOTICE NO. 10

THE INTERNATIONAL FINANCIAL SERVICES ACT

Canaccord International Ltd. (now called Canaccord Genuity (Barbados) Ltd.)

In accordance with section 62 of the *International Financial Services Act* of the Laws of Barbados, notice is hereby given that the above-named Company has voluntarily wound up as a licensee under the said Act and has converted to a licensee under the *International Business Companies Act* of the Laws of Barbados as of January 2, 2014.

Dated the 2nd day of January, 2014.

DAVID G. CSUMRIK
Secretary.

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NOTICE NO. 9

Government Notices

Acting Appointment

Dr. Lorna Inniss, Deputy Director, has been appointed to act in the post of Director, Coastal Zone Management Unit, with effect from 2013-12-01 until further notice but not later than 2014-03-31.
(M.P. 3/104/04 No. 2)

GOVERNMENT NOTICE**Temporary Assignment of Responsibility of Ministers**

Dr. the Hon. Denis S. Lowe, M.P.

Responsibility under Section 72 (1) of the Constitution for the functions of the Minister of Culture, Sports and Youth for the period December 20, 2013 to January 2, 2014.

Senator the Hon. Mrs. V. Irene Sandiford-Garner

Appointed as a Temporary Minister under Section 68(1) of the Constitution and authorized to perform the functions of the Minister of Tourism and International Transport for the period December 23, 2013 to January 10, 2014.

Senator the Hon. Patrick M. T. Todd

Responsibility under Section 72 (1) of the Constitution for the functions of the Minister of Education, Science, Technology and Innovation for the period December 26, 2013 to January 7, 2014.

(M.P. 8251/11 Vol. LVIII)

NOTICE NO. 11

BARBADOS

In the Matter of the Estate of

MICHAEL AUSTIN WALKES

also known as

MICHAEL WALKES

Deceased

NOTICE is hereby given in accordance with Section 31 of the Trustee Act, Chapter 250 to all persons having any claim upon or affecting the Estate of MICHAEL AUSTIN WALKES also known as MICHAEL WALKES, deceased, late of Arthur Seat in the parish of Saint Thomas who died in Barbados on the 1st day of November 2012 to send particulars of their claims duly attested to the undersigned qualified Administrators of the said Estate in care of Carrington & Sealy, Attorneys-at-Law, of Belmont House, Belmont Road, Bridgetown, on or before the 15th day of April 2014 after which date the Administrators will convey and distribute the assets of the Estate having regard only to valid claims then notified.

AND all persons indebted to the said Estate are requested to settle their indebtedness without further delay.

Dated this 8th day of January, 2014.

CARRINGTON & SEALY

Attorneys-at-Law for

ANGELA ONEALIA WALKES and

ADRIAN THEODORE WALKES

Administrators.

NOTICE NO. 1859 (third publication)

Land (Title Proceedings) Act, 2011 (Act 2011-7)

Form 3

**NOTICE OF APPLICATION FOR DECLARATION OF OWNERSHIP AND
CERTIFICATE OF TITLE IN RESPECT OF**

ALL THAT LAND situate at Supers in the parish of Saint Philip in this Island containing by admeasurements 547.1 square metres.

**SUPREME COURT OF BARBADOS
IN THE HIGH COURT OF JUSTICE**

CLAIM NO. LTP 81 of 2013

**IN THE MATTER OF THE LAND (TITLE PROCEEDINGS) ACT, 2011
(section 3);**

AND IN THE MATTER OF ALL THAT LAND situate at Supers in the parish of Saint Philip in this Island containing by admeasurements 547.1 square metres **ABUTTING AND BOUNDING** on the North on Lands of Hazel Clarke and Wendell Lot 3A on the East on the Lands of Codrington Lot 3B on the South on an Existing Road in Common 3.66 mm wide and on the West on a Public Road or however else the same may abut and bound together with the house and other buildings thereon.

TAKE NOTICE that **HAZEL DELPHINE CLARKE** of Supers Land in the parish of Saint Philip has applied to the High Court for a declaration of her ownership and a certificate of the title in respect of the property described above.

Any person having any adverse claim, lien or charge or right or interest against the said property should submit the claim duly authenticated on oath to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Any other person who has any information relating to the ownership of the said property is invited to give such information in writing to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Dated the 12th day of December, 2013.

GEORGE A. BENNETT, Attorney-at-Law for the Claimant
whose place of business and address for service is
Chandlers' Complex, Brighton Road,
Black Rock, Saint Michael.

NOTICE NO. 1860 (third publication)

Land (Title Proceedings) Act, 2011 (Act 2011-7)

Form 3

**NOTICE OF APPLICATION FOR DECLARATION OF OWNERSHIP AND
CERTIFICATE OF TITLE IN RESPECT OF**

ALL THAT LAND situate at Blades Hill in the parish of Saint Philip in this Island containing by admeasurements 461.7 square metres.

**SUPREME COURT OF BARBADOS
IN THE HIGH COURT OF JUSTICE**

CLAIM NO. LTP 82 of 2013

**IN THE MATTER OF THE LAND (TITLE PROCEEDINGS) ACT, 2011
(section 3);**

AND IN THE MATTER OF ALL THAT LAND situate at Blades Hill in the parish of Saint Philip in this Island containing by admeasurements 461.7 square metres **ABUTTING AND BOUNDING** on the North on Lands of Maureen Watson and Constance Cumberbatch on the East on Lands of Horace Carter on the South on Lands of Horace Carter and on the West a Public Road or however else the same may abut and bound with the house and other buildings thereon.

TAKE NOTICE that **HAZEL DELPHINE CLARKE** of Supers Land in the parish of Saint Philip has applied to the High Court for a declaration of her ownership and a certificate of the title in respect of the property described above.

Any person having any adverse claim, lien or charge or right or interest against the said property should submit the claim duly authenticated on oath to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Any other person who has any information relating to the ownership of the said property is invited to give such information in writing to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Dated the 12th day of December, 2013.

GEORGE A. BENNETT, Attorney-at-Law for the Claimant
whose place of business and address for service is
Chandlers' Complex, Brighton Road,
Black Rock, Saint Michael.

NOTICE NO. 1861 (third publication)

Land (Title Proceedings) Act, 2011 (Act 2011-7)

Form 3

**NOTICE OF APPLICATION FOR DECLARATION OF OWNERSHIP AND
CERTIFICATE OF TITLE IN RESPECT OF**

ALL THAT LAND situate at Supers in the parish of Saint Philip in this Island containing by admeasurements 547.1 square metres.

**SUPREME COURT OF BARBADOS
IN THE HIGH COURT OF JUSTICE**

CLAIM NO. LTP 83 of 2013

**IN THE MATTER OF THE LAND (TITLE PROCEEDINGS) ACT, 2011
(section 3);**

AND IN THE MATTER OF ALL THAT LAND situate at Supers in the parish of Saint Philip in this Island containing by admeasurements 547.1 square metres **ABUTTING AND BOUNDING** on the North on Lands of Faye Beckles and Wendell Lot 2 on the East on the Lands Lot 3A on the South on the Lands of Lot 3B Codrington and Hazel Clarke and on the West on a Public Road.

TAKE NOTICE that **HAZEL DELPHINE CLARKE** of Supers Land in the parish of Saint Philip has applied to the High Court for a declaration of her ownership and a certificate of the title in respect of the property described above.

Any person having any adverse claim, lien or charge or right or interest against the said property should submit the claim duly authenticated on oath to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Any other person who has any information relating to the ownership of the said property is invited to give such information in writing to the Registrar of the Supreme Court, Bridgetown, on or before the **23rd day of January, 2014**.

Dated the 12th day of December, 2013.

GEORGE A. BENNETT, Attorney-at-Law for the Claimant
whose place of business and address for service is
Chandlers' Complex, Brighton Road,
Black Rock, Saint Michael.

Resolution No. 24/2013

M.P. 5636/00 Vol. V

PARLIAMENT

WHEREAS by paragraph (1) of section 3 of the *Guarantee of Loans (Companies) Act*, Cap. 96, the Government may, with the approval of Parliament, and in such manner and on such terms and subject to such conditions as may be agreed between it and a lending agency, guarantee the borrowing of such sums by a company from a lending agency, as is authorised by the Government;

AND WHEREAS the Hotels & Resorts Limited, a company incorporated under the *Companies Act*, Cap. 308 is controlled by the Government within the meaning of section 2 of the *Guarantee of Loans (Companies) Act*;

AND WHEREAS the Hotels & Resorts Limited is seeking a loan of BDS\$5.55 million from RBC Royal Bank (Barbados) Limited, on the terms and conditions set out in the *Schedule* hereto, for the purpose of facilitating the repayment of debts incurred by Hotels & Resorts Limited in the course of the operations of that company;

AND WHEREAS by virtue of section 4 of the *Guarantee of Loans (Companies) Act*, the aggregate amount of all borrowings by companies that are guaranteed by the Government shall not exceed \$1,000,000,000, without taking into account any amount in respect of interest, commissions and any other expenses secured by the guarantee; and the Minister of Finance has certified that the aggregate amount of all borrowings by the Government and any further borrowings do not exceed the limit stipulated by that section;

BE IT RESOLVED THAT Parliament approve the guarantee, by the Minister of Finance, of the payment of the principal sum of BDS\$5.55 million to be borrowed by the Hotels & Resorts Limited from the RBC Royal Bank (Barbados) Limited on the terms and conditions set out in the *Schedule* hereto.

APPROVED by the House of Assembly this 3rd day of December, 2013.

MICHAEL CARRINGTON
Speaker.

APPROVED by the Senate this 23rd day of December, 2013.

K. IFILL
President.

I assent
ELLIOTT F. BELGRAVE
Governor-General
1st January, 2014.

Resolution No. 24/2013 – *Cont'd*

SCHEDULE

TERMS AND CONDITIONS

Arranger:	RBC Royal Bank (Barbados) Limited.
Borrower:	Hotels & Resorts Limited.
Lenders:	RBC Royal Bank (Barbados) Limited.
Guarantor:	The Government of Barbados.
Purpose:	To facilitate the repayment of debts properly incurred by Hotels & Resorts Limited in the course of the operations of that company.
Currency:	Barbados dollars.
Aggregated Amount of Loan:	\$5.55 million.
Arrangement:	The establishment of two loan facilities to cover the loan and overdraft facilities of Hotels & Resorts Limited.
Facility 1:	Revolving Demand Loan in the amount of \$300 000 provided by the RBC Royal Bank (Barbados) Limited with interest at the prime rate set at 7.75%.
Facility 2:	Reducing Demand Term Loan in the amount of \$5.25 million at the RBC Royal Bank (Barbados) Limited Prime Rate set at 7.75%.
Tenor:	In relation to Facility 2, 5 years.
Repayment:	In relation to Facility 2, blended payments of \$55 000 monthly.
Security in relation to Facility 1:	Letter of Comfort pending Parliamentary approval of the guarantee.
Security in relation to Facility 2:	<p>(a) Letter of Comfort pending Parliamentary approval of the guarantee; and</p> <p>(b) Letter of undertaking by Hotels & Resorts Limited to apply 100% of the net proceeds of the sale of the properties or condominiums of the Hotels & Resorts Limited to be applied to the permanent reduction of Facility 2.</p>
Administrative Fees in relation to Facility 1:	\$3 000 payable annually.
Administrative Fees in relation to Facility 2:	\$3 500 on new funds or \$350 000 incorporated into Facility 2.
Governing Law:	Laws of Barbados.

Resolution No. 25/2013

M.P. 24/66 Vol II

PARLIAMENT

RESOLVED that Parliament, in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, approve the vesting in the National Housing Corporation of eleven parcels of land, the property of the Crown, situate at Passage View, Passage Road in the parish of Saint Michael in this Island and more particularly described in the *Schedules* hereto for housing development.

APPROVED by the House of Assembly this 19th day of November, Two thousand and thirteen.

MICHAEL CARRINGTON
Speaker.

APPROVED by the Senate this 18th day of December, Two thousand and thirteen.

K. IFILL
President.

I assent
ELLIOTT F. BELGRAVE
Governor-General
1st January, 2014.

FIRST SCHEDULE

ALL THAT LAND, the property of the Crown, situate at Passage View, Passage Road in the parish of Saint Michael in this Island, containing by admeasurements 3,357.3 square metres (part of a larger area containing by admeasurements 4,073.2 square metres of land which was originally part of a larger area containing admeasurements 22,394.3 square metres of land) abutting and bounding on a road reserve 7.92 metres wide on lands now or late of Helga Broek on lands now or late of Gordon Blackman on lands now or late of Isalene Brathwaite on Lots 8 to 14 inclusive of tenantry land now or late of Harold C. Thrimingham and on a public road called Passage Road or however else the same may abut and bound as shown and delineated on a plan certified on the 8th day of August, 2007 by Harrell (Jackie) Gaskin, Land Surveyor, and recorded in the Lands and Surveys Department as Plan No. 1193/2007.

Resolution No. 25/2013 – *Cont'd*

SECOND SCHEDULE

ALL THAT LAND, the property of the Crown, situate at Passage View, Passage Road in the parish of Saint Michael in this Island containing by admeasurements 715.9 square metres (part of a larger area containing by admeasurements 4,073.2 square metres of land which was originally part of a larger area containing admeasurements 22,394.3 square metres of land) or thereabouts being Lots 10 and 11 abutting and bounding on lands now or late of Wolverton Jones on lands now or late of Darcy Scott on lands now or formerly of Peoples Incorporated on lands now or late of Rupert Bishop on lands now or late of Millicent Clarke and on a road reserve 7.92 metres wide or however else the same may abut and bound as shown and delineated on a plan certified on the 8th day of August, 2007 by Harrell (Jackie) Gaskin, Land Surveyor, and recorded in the Lands and Surveys Department as Plan No. 1193/2007.

Resolution No. 26/2013

M.P. 0305/94 Vol I

PARLIAMENT

RESOLVED that Parliament in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, approve the vesting in the National Housing Corporation of the parcels of land, the property of the Crown situate at Deacons Road in the parish of Saint Michael in this Island, more particularly described in the *Schedules* hereto for the public purpose of housing development.

APPROVED by the House of Assembly this 19th day of November, Two thousand and thirteen.

MICHAEL CARRINGTON
Speaker.

APPROVED by the Senate this 18th day of December, Two thousand and thirteen.

K. IFILL
President.

I assent
ELLIOTT F. BELGRAVE
Governor-General
1st January, 2014.

Resolution No. 26/2013 – *Cont'd*

SCHEDULE

ALL THAT land situate at Deacons Road in the parish of Saint Michael in this Island containing by admeasurement 3688.8 square metres or thereabouts (inclusive of 54.2 square metres in drain) Abutting and Bounding on lands now or late of Betty Neblett-Greenidge on lands now or late of Reynold Beckles on lands now or formerly of Gooding Enterprises Ltd. on lands now or late of Cicely Steward-Julien on lands now or formerly of Forbes International Moving & Storage Co. Ltd. and on the public road known as Deacons Road leading to Westbury Road in one direction to Black Rock in another direction and to Spring Garden Highway in another direction or however else the same may abut and bound as shown and delineated on a plan certified on the 19th day of March, 2010 by Michelle E. St. Clair, Land Surveyor and recorded in the Lands and Surveys Department on the 26th day of March, 2010 as Plan No. 391/2010; and

SECONDLY ALL THAT land situate at Deacons Road in the parish of Saint Michael in this Island containing by admeasurement 3541.6 square metres or thereabouts Abutting and Bounding on lands now or formerly of Eric Hassell & Son Ltd. on lands now or late of Cicely Steward-Julien on lands now or formerly of Gooding Enterprises Ltd. on lands now or late of Elaine Smith on lands now or late of Rosita Boodhoo on lands now or late of Leonard Moore on lands now or late of Vera Redman on lands now or late of George Morris on lands now or late of the Estate of Torrence Brathwaite on lands now or late of Violet Davis on lands now or late of Jerome Walcott and on the public road known as Deacons Road leading to Westbury Road in one direction to Spring Garden Highway in another direction and to Black Rock in another direction or however else the same may abut and bound as shown and delineated on a plan certified on the 8th day of April, 2010 by Michelle E. St. Clair, Land Surveyor and recorded in the Lands and Surveys Department on the 9th day of April, 2010 as Plan No. 450/2010.

Resolution No. 27/2013

M.P. 5535/1 Vol. III

PARLIAMENT

WHEREAS by virtue of subsections (1) and (2) of section 13 of the *Queen Elizabeth Hospital Act*, Cap. 54, the Board of the Queen Elizabeth Hospital may with the approval of the Minister borrow amounts required to meet any of the obligations or performing any of the functions of the Board;

AND WHEREAS by virtue of section 13(5) of the *Queen Elizabeth Hospital Act*, Cap. 54, the Government of Barbados may, by a resolution of both Houses of Parliament guarantee, in such manner and on such terms and conditions as it thinks fit, the payment of any amount borrowed by the Board of the Queen Elizabeth Hospital, together with any interest payable thereon;

AND WHEREAS the Board of the Queen Elizabeth Hospital is desirous of entering into an agreement with the RBC Royal Bank (Barbados) Limited, a company incorporated under the *Companies Act*, Cap. 308, for a loan facility in the sum of \$25 million Barbados dollars on the terms and conditions set out in the *Schedule* to this Resolution, for the purpose of financing the repayment of the bond arranged on behalf of the Queen Elizabeth Hospital by the Citicorp Merchant Bank which matured on September 19, 2012.

BE IT RESOLVED that Parliament approve the guarantee by the Government of Barbados of the principal and interest necessary for the redemption of the bond issue in the sum of \$25 million Barbados dollars.

APPROVED by the House of Assembly this 20th day of December, 2013.

MICHAEL CARRINGTON
Speaker.

APPROVED by the Senate this 23rd day of December, 2013.

K. IFILL
President.

I assent
ELLIOTT F. BELGRAVE
Governor-General
1st January, 2014.

Resolution No. 27/2013 – *Cont’d*

SCHEDULE

TERMS AND CONDITIONS

Facility:	Term Loan.
Amount:	BDS \$ 25 000 000.00.
Lender:	RBC Royal Bank (Barbados) Limited.
Borrower:	Board of the Queen Elizabeth Hospital.
Guarantor:	Government of Barbados.
Purpose:	To finance the repayment of the Citicorp bond which matured on September 19, 2012.
Tenor:	7 years.
Arrangement Fee:	A non-refundable fee of \$100,000.00.
Interest Rate:	<p>Fixed at 6.6% per annum for the first 36 months, and is subject to review and reset every 36 months.</p> <p>The fixed interest rate will increase by 0.25% on the date that is 6 months after closing and every 6 months thereafter until the irrevocable and unlimited guarantee is approved by the Parliament in favour of RBC Royal Bank (Barbados) Limited.</p>
Repayment:	Semi-annual principal payments of \$1,785,714.29 plus interest based on an amortization period of 7 years, commencing 6 months after disbursement.
Security:	<p>The Lender shall be provided with the following as security for the borrowing and all other obligations of the Borrower to the Lender:</p> <p>(a) An unconditional and binding Letter of Comfort from the Guarantor stating, inter alia, that the Guarantor agrees to repay to the Lender all amounts due to the Lender by the Borrower;</p> <p>(b) A Debt Service Account governed by a Debt Service Agreement between the Borrower and the Lender by which the portion of the Borrower’s subventions approved for the purposes of debt servicing are to be paid directly from the Ministry of Finance to the Lender to fund both the required semi-annual principal and interest payments due to the Lender;</p> <p>(c) a Direction to Pay from the Borrower to the Ministry of Finance, whereby the Borrower directs the Ministry of Finance to pay the portion of the Borrower’s subvention that have been approved for the purposes of debt servicing directly to the Debt Service Account, and an Acknowledgement of that Direction to Pay from the Ministry of Finance;</p>

Resolution No. 27/2013 – *Cont’d*

SCHEDULE – *Cont’d*

TERMS AND CONDITIONS – *Cont’d*

Security: – (<i>Cont’d</i>)	(d) The Letter of Comfort will be replaced by an irrevocable and unlimited guarantee from the Guarantor to the Lender on the issuing of Parliamentary approval for the Guarantee.
Representations and Warranties:	<p>The Borrower and Guarantor represent and warrant to the Lender that:</p> <p>(a) the execution, delivery and performance of the Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;</p> <p>(b) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default;</p> <p>(c) the Borrower, the Board of the Queen Elizabeth Hospital, is a duly incorporated statutory board, validly existing and duly registered or qualified to carry on business in Barbados;</p> <p>(d) the most recent financial statements provided to the Lender fairly represent the financial position of the Borrower as of the date thereof and the financial results of the Borrower’s operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;</p> <p>(e) the Borrower is in compliance in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;</p> <p>(f) the Borrower has and will at all times conduct its business in accordance with all Applicable Laws;</p> <p>(g) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against the Borrower or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental Law or any release from its lands of a contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under the Agreement or any of the Lender’s security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Lender.</p>
Covenants:	<p>The Borrower and Guarantor covenant and agree with the Lender, while the Agreement is in effect:</p> <p>(a) to pay all sums of money when due by it under the Agreement;</p>

Resolution No. 27/2013 – *Cont'd*SCHEDULE – *Cont'd***TERMS AND CONDITIONS** – *Cont'd*Covenants:
– (*Cont'd*)

- (b) to provide the Lender with prompt written notice of any event which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default;
- (c) to give the Lender 30 days prior written notice of any intended change in the structure of the Borrower and not to consent to, or facilitate a change in structure of the Borrower, including but not limited to the conversion or re-organization of the Borrower into a privately-owned company, without the prior written consent of the Lender;
- (d) to keep its assets fully insured against such perils and in such manner as would be customarily insured by companies carrying on a similar business or owning similar assets;
- (e) to, at all times keep in effect the usual and customary insurance policies for the business carried on by the Borrower in such amount as the Lender may from time to time require, and to keep in effect all other policies of insurance that the Lender may from time to time require;
- (f) to comply in all material respects with all Applicable Laws including, without limitation, all Environmental Laws;
- (g) the Borrower will not, without the prior written consent of the Lender, incur any further borrowings or indebtedness except in the ordinary course of its business;
- (h) the Borrower will not, without the prior written consent of the Lender, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- (i) the Borrower will not, without the prior written consent of the Lender, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- (j) the Borrower will not, without the prior written consent of the Lender, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- (k) not to, without the prior written consent of the Lender, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

Resolution No. 27/2013 – *Cont’d*

SCHEDULE – *Cont’d*

TERMS AND CONDITIONS – *Cont’d*

Covenants: (<i>Concl’d</i>)	<div><div><div>(l)</div><div>to provide the Lender with prompt written notice of any non-compliance by the Borrower with any Environmental Laws or any release from the land of the Borrower of a contaminant into the natural environment and to indemnify and save harmless the Lender from all liability of loss as a result of an Environmental Activity or any non-compliance with any Environmental Law;</div></div><div><div>(m)</div><div>to permit the Lender or its representatives, from time to time, to visit and inspect the Borrower’s premises, properties and assets and examine and obtain copies of the Borrower’s records or other information and discuss the Borrower’s affairs with the auditors, counsel and other professional advisers of the Borrower.</div></div></div> <div><div>Nothing contained in the foregoing Covenants shall limit any right of the Lender under the Agreement to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility made available under the Agreement.</div></div>
Conditions Precedent:	<div><div><div>The obligation of the Lender to make available any borrowing is conditional upon the receipt of:</div><div><div><div>(a)</div><div>a duly executed copy of the Agreement;</div></div><div><div>(b)</div><div>the security requirements (a), (b) and (c) executed in a form which is satisfactory to the Lender;</div></div><div><div>(c)</div><div>the opening of a Debt Service Account by the Borrower;</div></div><div><div>(d)</div><div>such certificates, authorizations, resolutions and legal opinions as the Lender may reasonably require are received by the Lender;</div></div><div><div>(e)</div><div>all regulatory, Parliamentary and any other government approvals or authorizations required for the granting of the Credit Facility and for the security thereof, including but not limited to the written approval of Cabinet for the Credit Facility and for the grant of a subvention to the Borrower for the purpose of repaying the Credit Facility;</div></div><div><div>(f)</div><div>that such financial and other information or documents relating to the Borrower or Guarantor as the Lender may reasonably require.</div></div></div></div></div>

Resolution No. 27/2013 – *Cont'd*SCHEDULE – *Cont'd***TERMS AND CONDITIONS** – *Cont'd*

- Events of Default: Without limiting any other rights of the Lender under the Agreement, if any one or more of the following events has occurred and is continuing:
- (a) the Borrower fails to pay, when due, any principal, interest, fees or other amounts due under the Agreement;
 - (b) the Borrower or Guarantor breaches any covenant or any other provision, express or implied, of the Agreement or any security or other agreement with the Lender or any subsidiary or affiliate of the Lender;
 - (c) the Borrower or Guarantor defaults in the payment of any indebtedness to any person other than the Lender, or in the performance or observance of any agreement in respect of any such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated;
 - (d) any representation or warranty made or deemed to have been made herein or in any certificate or security provided for herein shall be false or inaccurate in any materially adverse respect;
 - (e) there is, in the opinion of the Lender, a material adverse change in the financial condition, operation or ownership of the Borrower;
 - (f) the Borrower or Guarantor is unable to pay its debts as such debts become due, or is adjudged or declared to be, or admits to being bankrupt or insolvent;
 - (g) any notice of intention is filed or any voluntary or involuntary case or proceeding is filed or commenced for
 - (i) the bankruptcy, liquidation, winding-up, dissolution or suspension of general operations of the Borrower;
 - (ii) the composition, re-scheduling, re-organization, arrangement or re-adjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts of the Borrower;
 - (iii) the appointment of a trustee, receiver, receiver and manager, liquidator, administrator, custodian or other official for, all or any significant part of the assets of the Borrower; or
 - (iv) the possession, foreclosure or retention, or sale or other disposition of, or other proceedings to enforce security over, all or any significant part of the assets of the Borrower;

Resolution No. 27/2013 – *Concl'd*

SCHEDULE – *Concl'd*

TERMS AND CONDITIONS – *Concl'd*

- Events of Default:
– *(Cont'd)*
- (h)

any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any significant part of the assets of the Borrower or gives notice of its intention to do any of the foregoing;
- (i)

if the Letter of Comfort, Guarantee or any other security provided in support of the Credit Facility fails or ceases in any way or respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy, invalid or unenforceable;
- (j)

if a final judgment is rendered against the Borrower or the Guarantor and within fifteen business days after entry thereof, such judgment shall not have been discharged, or execution thereof stayed pending appeal, or if, within fifteen business days after the expiration of any such stay, such judgment shall not have been discharged;
- (k)

if the Borrower becomes a party to any legal, arbitration or other proceedings which in the opinion of the Lender would or could have a material adverse effect on the financial position of the Borrower;

then, in such event, the ability of the Borrower to make further borrowings under the Agreement shall immediately terminate and the Lender may, by written notice to the Borrower, declare the borrowings outstanding under the Agreement to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Lender all borrowings outstanding under the Agreement and all other obligations of the Borrower to the Lender in connection with the Agreement.

Governing Law: Laws of Barbados.

M.P. 18V1/43T²

RESOLVED that the sum of FOUR MILLION, FOUR HUNDRED AND EIGHTY-SIX THOUSAND, ONE HUNDRED AND FORTY-ONE DOLLARS be granted from the Consolidated Fund and be placed at the disposal of the Government to supplement the Estimates 2013–2014 as shown in the Supplementary Estimates No. 5, 2013–2014 which form the Schedule to this Resolution.

2013-12-20.

MICHAEL CARRINGTON
Speaker.

SCHEDULE
Supplementary Estimates 2013 – 2014 No. 5

[illegible]

Probate Advertisements

NOTICE NO. 12

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court

In the Estate of

STEPHEN JOSEPH BOSTIC

PUBLIC NOTICE is hereby given that application has been made for the following Grant of Probate namely:-

PROBATE of the Will dated the 9th May, 2013 of STEPHEN JOSEPH BOSTIC late of 63 Country View Estate, Lowthers in the parish of Christ Church in this Island, who died in this Island on the 23rd day of June, 2013 by SEAN JARED BOSTIC, the sole Executor named in the Will of the said deceased.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated this 2nd day of January, 2014.

TAMESHA A. A. WATKINS
Attorney-at-Law

NOTICE NO.13

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court

In the Estate of

ROBERT WILSON BUCHANAN
(also known as ROBIN WILSON BUCHANAN)

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 14th day of March, 2011 of ROBERT WILSON BUCHANAN (also known as ROBIN WILSON BUCHANAN) late of

Belmont Cottage, Belmont Road, Bath BA2 5JR England who died in England on the 19th day of September, 2013 by STAFFORD ALFRED BROWNE one of the Executors named in the Will of the said deceased.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second Notice of advertisement.

Dated 7th day of January, 2014.

FITZWILLIAM STONE & ALCAZAR
Attorneys-at-Law for the Applicant.

NOTICE NO. 14

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court
(CIVIL JURISDICTION)

In the Estate of

DENNIS LEROY REID also known as

DENIS REID

Deceased

PUBLIC NOTICE is hereby given that application has been made for the following Grant of Letter of Administration namely:-

LETTERS OF ADMINISTRATION to the Estate of DENNIS LEROY REID also known as DENIS REID late of Maxwell Main Road in the parish of Christ Church in this Island, who died in this Island on the 4th day of May, 2013 by ELSA ROSEITA WEEKES Spouse of the said deceased.

The Registrar will after fourteen days from the second issue of this Advertisement proceed with the above-named application for Administration.

Dated this 8th day of January, 2014.

FAITH A. SEALE, Q.C.
Attorney-at-Law
Amicus Chambers, Heritage House
Pinfold Street, Bridgetown
St. Michael.

NOTICE NO. 15

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court

In the Estate of

KATHLEEN JUSTINE CLARKE

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Letters of Administration namely:-

LETTERS OF ADMINISTRATION to the Estate of KATHLEEN JUSTINE CLARKE late of 1297A London Road, Norbury, SW16 4AT, England, who died in England on the 13th December, 2012 by ANGELA ANNETTE FRANCIS the daughter of the deceased.

An Application shall be submitted to the Registrar of Supreme Court fourteen (14) days from the date of this advertisement to proceed with the above-named application for Administration.

Dated the 9th day of January, 2014.

ORVILLE DURANT
Attorney-at-Law.

NOTICE NO. 16

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court

In the Estate of

RONALD HARRIS

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Letters Testamentary namely:-

PROBATE of the Will dated the 19th day of May 2006 of RONALD HARRIS late of No. 260 Reading Road, Wokingham, Berkshire, RG41 5AA in the United Kingdom who died at Royal Berkshire Hospital, Reading in the United Kingdom on the 5th day of April 2013 by LEE ANDREW CHRISTIAN HARRIS the Executor named in the Will of the said deceased.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

Dated the 9th day of January, 2014.

CLARKE GITTENS FARMER
Attorneys-at-Law.

NOTICE NO. 17

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court
CIVIL DIVISION

In the Estate of

RALPH ADOLPHUS STRAKER
also known as
RALPH STRAKER

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 30th day of July, 2010 of RALPH ADOLPHUS STRAKER late of No. 48 Claverley Grove, Finchley Central, Barnet, London N32DH, U.K. who died at the same address on the 12th day of October, 2013 by MONICA ELETHA STRAKER and Dr. SONIA LINETTE RICHARDS the Executors and Trustees named in the Will of the said RALPH ADOLPHUS STRAKER.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

CARRINGTON & SEALY
Attorneys-at-Law.

NOTICE NO. 18

BARBADOS

IN THE SUPREME COURT OF JUDICATURE
High Court
CIVIL DIVISION

In the Estate of

NAN FLORA COLLINS also known as
NAN COLLINS

Deceased

PUBLIC NOTICE is hereby given that an application is being made for the following Grant of Probate namely:-

PROBATE of the Will dated the 15th day of May, 2013 of NAN FLORA COLLINS late of “Halloway”, Ivy Road, St. Michael, Barbados who died at the Queen Elizabeth Hospital, Martindales Road, St. Michael, Barbados on the 16th day of August, 2013 by DAVID WILLIAMS the Executor named in the Will of the said NAN FLORA COLLINS.

An application shall be submitted to the Supreme Court fourteen (14) days from the date of Notice in the *Official Gazette* and from the date of the second notice of advertisement.

CARRINGTON & SEALY
Attorneys-at-Law.

NOTICE NO. 19

SAGICOR LIFE INC.

NEVILLE DACOSTA ALLEYNE, The Garden, St. James having made sworn deposition that Policy No. M8066120 issued or assumed by Life of Barbados Limited prior to its amalgamation with Sagicor Life Inc, on his life has been lost, and having made application to the Directors to grant a duplicate of the same, notice is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy asked for will be issued.

Dated this 3rd day of January, 2014.

By Order,

SANDRA OSBORNE
Corporate Secretary.

NOTICE NO. 20

SAGICOR LIFE INC.

LIVINGSTON ROLSTON, Lot 6 Sealy Land, Government Hill, St. Michael having made sworn deposition that Policy No. 0008529 issued or assumed by Life of Barbados Limited prior to its amalgamation with Sagicor Life Inc, on his life has been lost, and having made application to the Directors to grant a duplicate of the same, notice is hereby given that unless objection is raised within one month of the date hereof, the duplicate policy asked for will be issued.

Dated this 7th day of January, 2014.

By Order,

SANDRA OSBORNE
Corporate Secretary.

