## Registration of a Charge

Company name: WIGHTLINK LIMITED

Company number: 01059267

Received for Electronic Filing: 12/07/2018



# **Details of Charge**

Date of creation: 11/07/2018

Charge code: 0105 9267 0153

Persons entitled: THE ROYAL BANK OF SCOTLAND PLC

Brief description: ONE 90 METRE RO-PAX (PASSENGER / VEHICLE FERRY) VESSEL

NAMED VICTORIA OF WIGHT, REGISTERED UNDER THE UNITED KINGDOM FLAG WITH OFFICIAL NUMBER 922876 AND IMO NUMBER

9791028.

Contains negative pledge.

# Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

# Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1059267

Charge code: 0105 9267 0153

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2018 and created by WIGHTLINK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2018.

Given at Companies House, Cardiff on 16th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Sign & Dated Norton Rose Fulbrisht HAP

12 TULY 2018 MSF 47 MSF 4736 REV 0518

<b>W</b>
Maritime &
Coastguard
Agency

Mortgage of a Ship
(The application form is to secure Account current / other obligation)

GUIDANCE NOTES	– PLEASE READ		
held. In respect of fishing very the prompt registration mortgage. This is becaregistration and not from if the mortgagor is a coof its execution. It is important that the Please write in black is	agor then a separate mortgage is required from each seals, mortgages may be registered only against the control of a mortgage deed with the Registry is essential trace the priority of the mortgage is determined by the mortgage itself, and the mortgage must be registered with the Registry is informed of any changes, link using BLOCK CAPITALS, and tick boxes where	ose registered with o establish the price e date on which it egistrar of Compar	FULL registration. ority of the is produced for ties within 21 days
then please delete as	appropriate.		•
The mortgage referer	nce number (Issued by the mortgagee) Is:		At Addition
1 DETAILS OF TH	IE SHIP		
is this mortgage in re	spect of a Fishing Vessel?	Yes	No X
Name of Ship	M.V. "VICTORIA OF WIGHT"		
Official Number	922876		
THE MORTGAG	E		
State 'an account			
current" or write in a	AN ACCOUNT CURRENT		
short description of the obligation.			
oetween	**************************************		
Full name(s)	WIGHTLINK LIMITED (REGISTERED NUM	BER: 01059267	
Address	GUNWHARF TERMINAL, GUNWHARF RO	AD, PORTSMO	UTH,
(Place of Business in respect of a company)	HAMPSHIRE, PO1 2LA		
······································	"as joint mortnaunrs (hareinalter colled "the mort		

Full name(s)  THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT FOR THE FINANCE PART (AS DEFINED IN THE FACILITIES AGREEMENT REFERRED TO BELOW).  Address  (Place of Business in respect of a company)  *as joint mortgages (hereinafter called "the mortgages")  Describe fully the nature of the liabilities secured. You may refer to another document.  **ACCOUNT CURRENT**  Please complete this section in respect of "account current", If this applies to you.  **I/We the mortgagor(s) in consideration of the advance made or to be made to "me/us by the mortgages(s), bind *myself/curselves to pay the mortgages(s) the sums for the time being due on this security whether by a of principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OFLICATION  Please complete this section in respect of "other obligation", if this applies to you.  **I/We the mortgagor(s) in consideration	and	
Address (Place of Business in respect of a company)  *as joint mortgagees (hereinafter called 'the mortgagee')  Describe fully the nature of the liabilities secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", If this applies to you.  *ANOTHER OBLIGATION  Please complete this aection in respect of "other obligation", if this applies to you.	Full name(s)	THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT FOR THE FINANCE PARTIES
(Place of Business in respect of a company)  "as joint mortgagees (hereinafter called "the mortgagee")  Describe fully the neture of the liabilities secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", If this applies to you.  Elike the mortgagor(a) in consideration of the advance made or to be made to "me/us by the mortgagee(a), bind "myself/ourselves to pay the mortgagee(a) the sums for the time being due on this security whether by the principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.		(AS DEFINED IN THE FACILITIES AGREEMENT REFERRED TO BELOW).
"as joint mortgagees (hereinafter called "the mortgagee")  Describe fully the nature of the liabilities secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  Please the mortgagor(s) in consideration of the advance made or to be made to "me/us by the mortgagee(s), bind "myself/ourselves to pay the mortgagee(s) the sums for the time being due on this security whether by the principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.	Address	280 BISHOPSGATE, LONDON, EC2M 4RB
Describe fully the nature of the liabilities secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  Please complete this section in respect of "account current", if this applies to you.  Please the mortgagor(s) in consideration of the advance made or to be made to "me/us by the mortgages(s), bind "myselflourselves to pay the mortgages(s) the sums for the time being due on this security whether by the principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.		
Describe fility the nature of the ilabilities secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  **New the mortgagor(e) in consideration of the advance made or to be made to **me/us by the mortgages(e), bind **myself/ourselves to pay the mortgages(s) the sums for the time being due on this security whether by the of principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.	The second secon	"as joint mortgagees (hereinafter called "the mortgagee")
secured. You may refer to another document.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  ACCOUNT CURRENT  Please complete this section in respect of "account current", if this applies to you.  ACCOUNT CURRENT  Please complete this section in respect of "other obligation", if this applies to you.		SEE ATTACHED ANNEX.
Please complete this section in respect of "account current", if this applies to you.  **Inve the mortgager(s) in consideration of the advance made or to be made to **me/us by the mortgagee(s), bind **myself/ourselves to pay the mortgagee(s) the sums for the time being due on this security whether by of principal, interest or otherwise at the time(s) and in the manner mentioned above.  OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.	secured. You may refer to another	
OTHER OBLIGATION  Please complete this section in respect of "other obligation", if this applies to you.	리/we the mortgagor(e) in	consideration of the advance made or to be made to implies by the mortograph(c)
Please complete this section in respect of "other obligation", if this applies to you.	of principal, interest or of	herwise at the time(s) and in the manner mentioned above.
	OTHER DELIGATION	
'i/we the mortgagor(s) in consideration	Please complete this	section in respect of "other obligation", if this applies to you.
	'I/we the mortgagor(s	) in consideration
	The second secon	
		, ASSERTING - \$-\$44.65 cm

THE MORTGAGE (continued)

OTHER OBLICATION	N (sonžini	ed)
bind *myself/ourselv	es to	
	· /**	
for the purpose of be	itter secur	ing to the mortgagee(s) the *sums/obligation mentioned above.
থ/we hereby mortgag		
State the shares, in both figures	Figures	64 / 64THS
and words	Words	SIXTY FOUR / SIXTY FOURTHS

(Figures and words)

shares of which \*!/we are the owners in the ship described above and its appurtenances. Lastly, \*!/we for myself/ourselves hereby declare that \*!/we have the power to mortgage in the manner aforesaid the above-mentioned shares and that they are free from encumbrances. \*Save as appears by the registry of the above ship.

#### PLEASE READ:

If the mortgagor is a company, then SECTION 3A must be completed.

If the mortgagor(s) are one or more individuals, then SECTION 3B must be completed.

If the mortgagor(s) are a Limited Liability Partnership, then SECTION 3C must be completed.

When the mortgage is originally executed you should send this deed (with the applicable fee) to:

Registry of Shipping and Seamen

Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.

Tel No: 0203 90 85200

3A: COMPLETE IF THE	MORTGAGOR IS A COMPANY	
© Executed by the mortgagor as a de	eed (in England, Wales and	A Constant
Northern (reland)		
♦ Subscribed by the mortgagor (in S	cotland)	see comments
On this!! # day o	of 20 .18 by:-	
** (a) the affixing of the con presence of the following p	nmon seal of the mortgagor in the ersons signing; or	
** (b) signing by the following	ng persons; "delete as appropriate	Company seal
Director		
Director or Secretary		
Authorised Signatory		A. A. S.
Authorised Signatory		
# W(Inessed by		
Name (print)	COLIN STANTO	~
Address (print)		
# If the algnature must be witnesse	d the name and address of the witness must be give	en e
overior or (c) by a director in the ble:	FHERN IRELAND — signature may be by (a) two directo sence of a witness who completes the details above to a t of the company's articles about signing must be compl	Meet the sinnature of the common
IN SCOTLAND – signature may be by on behalf of the company, or one men Alternatively, signature may be effects authorised to sign the document on be	one director or the secretary of the company or one penties of the Limited Liability Parlnership, provided such and without a witness by two directors, or a director and the shalf of the company, or two members of the Limited Lia a director or the secretary of the company is not valid.	rson euthorised to sign the document lingle signature is witnessed.
OFFICIAL USE ONLY		<u></u>
Mortgage (Priority)	Date of entry into the R	egister
Time of entry	Officer's	Initials

3B: COMPLETE IF THE	MORTGAGOR(S) I	S <b>/</b> ARE •NE	OR WORE IND	IIVIDUAL(S)
* Executed as a deed (in Engla	nd and Wales)		[-	The College of the Co
* Subscribed (in Scotland)				
* Signed, sealed and delivered	(in Northern Ireland)		ester members into	
		* Delete as appro	priato	
			gapanos.	
On this day				
by the following person(s)	signing as mortgag	gor(s):	٤	ieal If executed in Northern Ireland
			***	com in and despetable in second friends in despetable
Signature(s) of		,		
mortgagor(s)	**************************************		CO-MICHINATIVE CONTRACTOR CONTRAC	
			. ,	
In the presence of:	A		*	
	.:Mil.;»			
Sifernia (Siria da Comenza de Com	: Amile		ar visib consisten	
86			*	
Name(s) of witness(es)				
	*		!	
THE RESERVE OF THE PERSON OF T	Germania promo de manda de la composição d			**************************************
Address(es) of witness(es)		herdiscoure	ч	
was and the second seco				The state of the s
				200C0C
Occupation(s) of witness(es)			.,	
NOTE: Every signature must have	/a a witness.		m	
OFFICIAL USE ONLY	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		A	
Mortgage (Priority	)	Date of entry i	nto the Registe	A STATE OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERT
Time of entry	Commission of the second second second second		Officer's Initials	an annual manage of the control of t
	Account december of the extra control of the second of the			A necessary security to be because the reservation of process and a security of the security o

# 3C: COMPLETE IF THE MORTGAGOR(S) ARE A LIMITED LIABILITY PARTNERSHIP

- Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- ♦ Subscribed by the mortgagor (in Scotland)

\* Delete as appropriate

On this day of	20	by signing by the following persons:
Member		A CONTRACTOR OF THE PROPERTY O
Member	20 10 10 10 10 10 10 10 10 10 10 10 10 10	
Witnessed by		
Name (print)	The state of the s	
Address (print)		
NOTE: In Scotland subscription may be of the Limited Limbility Partnership.	by one member of the Limited Liability	Partnership and one witness, or by two members
OFFICIAL USE ONLY	9 20 10 10 10 10 10 10 10 10 10 10 10 10 10	
Discharge of mortgage (Priority)	Date of entry	into the Register
Time of entry	The second secon	Officer's Initials

4. TRANSFER OF	MORVEACE		938
*I/we, the below mention	ed , r		
mortgagor(s), in conside	ration of:	**************************************	
this day paid to *me/us b	у 2		
	ranen Maria		
hereby transfer to *hlm/h	er/them the benefit	of the with	in Willen security
	Full Name(s) of M	ana a a a a	
*I/we	is constantible to say	migagoid	www.com.com
(Tick here if joint	122.11	ADWaus-seasus	
·			
Mortgagors)	Address	:	
tl (hereinafter called	(Please write the	place of	The second secon
"the mortgagor")	business if a co	mpany)	
			CONTRACTOR OF THE PROPERTY OF
i majar tha sum of man	And the second second		. 6_42-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-

#### PLEASE READ:

If the transferor is a company, then SECTION 4A must be completed.

If the transferor(s) are one or more individuals, then SECTION 48 must be completed.

If the transferor(s) are a Limited Liability Partnership, then SECTION 4C must be completed.

When a transfer of mortgage is executed you should send this deed (without a fee) to:

Registry of Shipping and Seamen

Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.

Tel No: 0203 90 85200

<sup>1 –</sup> Enter the sum of money in figures and words.

<sup>2 -</sup> Give name and address, with place of business in respect of a company

4A: COMPLETE IF THE	TRANSFEROR IS A COMPANY	14270-2416
♦ Executed by the transferor as a	deed (in England, Wates and	
Northern Ireland)	,	,
♦ Subscribed by the transferor (in	Scotland)	
,		
On this day o	f 20 ,,, by:-	
** (a) the affixing of the con	-	money (200).
	e of the following persons	
signing; or		PROGRAMME I W. Maryll
" (b) signing by the following	in naraana' ee Colois sa saasaa	Company see!
fal a Sam Sak ma michila	g persons; " Celate as appropriete	
Director		
Director or Secretary		
Market Market Company of the Company		
Authorised Signatory		
		And the state of t
Authorised Signatory		
The little and a little		
** Witnessed by		home
Name (print)		
44		
-		Military and the state of the s
Address (print)		
MINIMALE.	al-ad-OFFen	
	IERN IRELAND - signature may be by (a) two directors ence of a wilness who completes the details above to att	
man was any abactor todatolitatif	ra mie combank a suicies scont sigurud winst pe combile	d with.
and was to be a supplementally of the inclini	One director or the secretary of the company or one pers ber of the Limited Liability Partnership, provided such air	
wowspartell billiging ligh be sugcied	without a witness by two directors, or a director and the last of the company, or two members of the Limited Liabi	management and the second
y one authorised signatory and either	a director or the sacretary of the company is not valid.	my reunsisinp. Mois that alghatus
OFFICIAL USE ONLY		A CONTRACTOR OF THE PROPERTY O
Discharge of mortgage (Priority)	Date of entry into the Regis	81
Time of entry	Officer's Initia	18
in		processing the state of the sta

48: COMPLETE IF TRANSFEROR(S)	IS/ARE ONE OR MORE INDIV	IDUALS
* Executed as a deed (in England and Wates)		
* Subscribed (in Scotland)		
* Signed, sealed and delivered (in Northern Irela	nd)	
	* Delete sa appropriate	
On this day of	20	
by the following person(s) signing as tra	nsferor(s):	Seal(s) If executed in Northern Ireland
provide the same of the same o		
Signature of transferor(s)		İ
		and the second s
In the presence of:		
Name(s) of witness(es)		
***		CELEGRAPHIC CONTRACTOR OF THE PROPERTY OF THE
Address(es) of witness(es)		
		THE RESERVE THE PROPERTY OF TH
Occupation(s) of witness(es)		
NOTE: Every signature must have a witness.	Military Control of the Control of t	Driven and the second s
OFFICIAL USE ONLY	· ···•	gramma gramma con construction
Discharge of mortgage (Priority)	Date of entry into the Regis	The state of the s
Time of entry	Officer's Initi	BIS

# 

Date of entry into the Register

Officer's Initials

Discharge of mortgage (Priority)

Time of entry

### DISCHARGE OF A WORTGAGE

\* Received by the within-mentioned \*mortgage(s)/transferee(s) of the mortgage, the sum of:

This within written security is now discharged.

\* The within-mentioned \*mortgage(s)/transferee(s) have agreed to discharge this within written security and it is therefore discharged.

#### PLEASE READ:

if the Discharge is given by a company, then SECTION 5A must be completed.

If the Discharge is given by one or more individuals, then SECTION 5B must be completed.

If the Discharge is given by a Limited Liability Partnership, then SECTION 5C must be completed.

When a discharge of mortgage is executed you should send this deed with the correct fee to:
Registry of Shipping and Seamen

Anchor Court, Keen Road, Cardiff, CF24 5JW, UK.

Tel No: 0203 90 85200

5A. COMPLETE IF DISCI	IARGE IS GIVE	NBY A COMPANY	gyvel ger fan de didderen br>Anna de didderen de diddere
		Furth (comments)	- 1 · · · · · · · · · · · · · · · · · ·
♦ Executed by the mortgagee/trail	sferee as a deed (	in England, Wales and	***************************************
Northern Ireland)		то у паделиваную	and the second s
Subscribed by the mortgagee/tr	ansferee (in Scotla	nd)	an gray war shi, chi, ale
On this		-	© de accessore
On this day of		•	2000
*" (a) the affixing of the com			Company seal
transferee in the presenc signing; or	e of the followin	g persons	. ,
** (b) signing by the followin	r rangama.	trialata aa amaaa ii ta	
for exhiming of mis ionomin	A harania;	*delete as appropriate	
Director			
Director or Secretary			man, and appropriate the second secon
Authorised Signatory		operation and the second secon	· · · · · · · · · · · · · · · · · · ·
Authorised Signatory		THE STATE OF THE S	The state of the s
** Witnessed by			MANUSCRIPTION AND AND AND AND AND AND AND AND AND AN
Name (print)			
			98.33.3.1.1. Yū
Address (print)			
voie: IN ENGLAND, WALES & NORT director, or (c) by a director in the pres leal is affixed any special requirement	ance of a wilness who	completes the details above to at	est the stanshine. If the common
N SCOTLAND — signature may be by an behalf of the company, or one mem atternatively, signature may be effecte authorised to sign the document on be by one authorised signatory and either	one director or the se ber of the Limited Lia I without a witness by half of the company, (	cretary of the company or one pers blidy Partnership, provided such sis r two directors, or a director and the or two members of the Limited Liab	ion authorised to sign the document ogle signature is witnessed.
OFFICIAL USE ONLY	······································	d-1000ccccc	
Discharge of mortgage (Priority)	ann ne e e e e e e e e e e e e e e e e e	Date of entry into the Regist	er
Time of entry	The second secon	Officer's Initia	The second secon

5B: GOMPLETE IF DISC	HARGE IS GIVEN	BY ONE OR MO	EAE- <b>IM</b> OTVATO	UALS
* Executed as a deed (in Englar	nd and Wales)			H-Sh Auch reconstruction to Time to the control of
* Subscribed (in Scotland)				
* Signed, sealed and delivered (	in Northern Ireland)			
	, in the second	* Defete as appropria	ite	
On this day o	of	20		
by the following person(s)			e(s): S	eal if executed in Northern Irelan
Signature of mortgagee(s)/transferee(s)				
in the presence of:		and the state of t		
Name(s) of witness(es)	- State			
Address(es) of witness(es)				
Occupation(s) of witness(es)	999A-47-64A-4-65998-67			
NOTE: Every signature must have Warning: If the discharged registered against the vess	deed is not present	ted to the Regis	try the mort	gage will remain
OFFICIAL USE ONLY				Control Of Fig.
Discharge of mortgage (Priority Time of entry		Date of entry into	the Register	And A control control and Andrews Andr

# 5C. COMPLETE IF DISCHARGE IS GIVEN BY A LIMITED LIABILITY PARTNERSHIP

- Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- ♦ Subscribed by the mortgagor (in Scotland)

\* Delete as appropriate

		* Celete as appropriate	
On this day of	******************	20by signing b	y the following persons:
Member	elektika (IIII (III (III (III (III (III (III (		
Member	ann ann an Aireann ann an Aireann	and the second s	
Witnessed by	* m=8/4/82/dvaccedovvuscocc		Eddodnika mne casarassassannina y anna 19
Name (print)			A WASHINGTON
Address (print)			
NOTE: In Scotland subscription may be the Limited Liability Partnership.	e by one member of t	the Limited Liebility Partnership and or	ne witness, or by two members of
OFFICIAL USE ONLY	Milydyga access and the control of t	and the second s	
Discharge of mortgage (Priority)	· · · · · · · · · · · · · · · · · · ·	Date of entry into the Register	And the state of t
Time of entry	AC & SALMSSON V SALMSSON SON SON SON SON SON SON SON SON SON	Officer's Initials	Section of the sectio

#### ANNEX TO THE MORTGAGE OF M.V. "VICTORIA OF WIGHT"

#### 2: THE MORTGAGE (continued)

Describe fully the nature of the liabilities secured.

REGULATED 8Y (1) A FACILITIES AGREEMENT DATED 23 JANUARY 2015 AS AMENDED AND RESTATED PURSUANT TO AN AMENDMENT AND RESTATEMENT AGREEMENT DATED 16 APRIL 2015 (HEREINAFTER AS THE SAME MAY BE FROM TIME TO TIME SUPPLEMENTED OR AMENDED, THE "FACILITIES AGREEMENT"), MADE BETWEEN (I) ARCA MIDCO LIMITED AS PARENT (THE "PARENT"), (ii) THE MORTGAGOR TOGETHER WITH THE OTHER SUBSIDIARIES OF THE PARENT LISTED IN PART 1 OF SCHEDULE 1 OF THE FACILITIES AGREEMENT AS ORIGINAL BORROWERS, (iii) THE MORTGAGOR TOGETHER WITH THE OTHER SUBSIDIARIES OF THE PARENT LISTED IN PART 1 OF SCHEDULE 1 OF THE FACILITIES AGREEMENT AS ORIGINAL GUARANTORS, (IV) THE ROYAL BANK OF SCOTLAND PLC AS MANDATED LEAD ARRANGER, (v) THE FINANCIAL INSTITUTIONS LISTED IN PART 2 OF SCHEDULE 1 AS LENDERS, (vi) THE ROYAL BANK OF SCOTLAND PLC AS AGENT ON BEHALF OF THE FINANCE PARTIES (AS DEFINED IN THE FACILITIES AGREEMENT), AND (vii) THE MORTGAGEE AS SECURITY AGENT ON BEHALF OF THE FINANCE PARTIES (AS DEFINED IN THE FACILITIES AGREEMENT), (2) HEDGING CONTRACTS (HEREINAFTER AS THE SAME MAY BE FROM TIME TO TIME SUPPLEMENTED OR AMENDED, THE "HEDGING CONTRACTS") MADE OR TO BE MADE AS THE CASE MAY BE BETWEEN THE MORTGAGOR AND/OR OTHER OBLIGORS (AS DEFINED IN THE FACILITIES AGREEMENT) AND THE HEDGE COUNTERPARTIES (AS DEFINED IN THE FACILITIES AGREEMENT), AND (3) A DEED OF COVENANT DATED WITH EVEN DATE HEREWITH (HEREINAFTER AS THE SAME MAY BE FROM TIME TO TIME SUPPLEMENTED OR AMENDED, THE 'DEED OF COVENANT'), MADE BETWEEN (i) THE MORTGAGEE, AND (ii) THE MORTGAGOR, AND WHEREAS THE MORTGAGOR HAS AGREED TO EXECUTE THIS MORTGAGE FOR THE PURPOSE OF SECURING PAYMENT OF ALL SUMS FROM TIME TO TIME OWING TO THE MORTGAGEE IN THE MANNER AND AT THE TIME STATED IN THE FACILITIES AGREEMENT, THE HEDGING CONTRACTS AND THE DEED OF COVENANT (AS EACH OF THE SAME MAY BE FROM TIME TO TIME AMENDED, VARIED OR SUPPLEMENTED) AND WHEREAS THE AMOUNT OF PRINCIPAL, INTEREST AND OTHER MONEYS DUE TO THE MORTGAGEE AT ANY GIVEN TIME CAN BE ASCERTAINED BY REFERENCE TO THE FACILITIES AGREEMENT. THE HEDGING CONTRACTS AND THE DEED OF COVENANT AND/OR TO THE BOOK OF ACCOUNTS (OR OTHER ACCOUNTING RECORDS) OF THE MORTGAGEE.

BD-#31384840-v2