

**RESOLUTION NO.**

**PARLIAMENT**

**WHEREAS** by virtue of section 3 of the *LIAT (1974) Limited (Guarantee) Act, 2006-14*, the Government of Barbados being a shareholder in LIAT (1974) Limited and pursuant to the execution of the aircraft lease agreement contained in Part I of the *Schedule* to the Act shall, by a resolution of both Houses of Parliament guarantee the performance by the company of aircraft maintenance, return condition obligations and repossession set out in the Guarantee;

**AND WHEREAS** the terms and conditions of the Guarantee are set out in the *Schedule* hereto;

**BE IT RESOLVED** that Parliament approve the guarantee by the Government, in favour of Bombardier Services Corporation, of the performance by LIAT (1974) Limited of aircraft maintenance, return condition obligations and repossession containing the terms and conditions as set out in the *Schedule*.

**APPROVED** by the House of Assembly this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**Speaker**

**APPROVED** by the Senate this            day of            ,  
2006.

## President

## SCHEDULE

### TERMS AND CONDITIONS OF GUARANTEE

1. Undertakings of the Government. By its execution of this Guarantee, the Government undertakes to guarantee the following performances under the Leases and actions of the Government (and the appropriate agencies thereof) in connection with the Leases:

1.1. Maintenance Obligations. The Government hereby guarantees the timely (i) performance by LIAT of all maintenance, overhauls, checks and other work and repairs required to be performed on each Aircraft in the manner and at the time required under the applicable Lease and the Maintenance Program (as such capitalized term is defined in the applicable Lease), including, without limitation, all maintenance, overhauls, checks and other work and repairs required to be performed in order to place each Aircraft in the condition required by Article 12 of each Lease at the time of return of the Aircraft to Bombardier (each, a “**Repair**” and collectively, “**Repairs**”), and (ii) payment by LIAT to the applicable maintenance provider and vendors performing a Repair or providing parts, materials or other services in connection with a Repair of all amounts owed in connection with such Repair.

1.2 Return Condition Obligations. The Government hereby guarantees that LIAT will return each Aircraft to Bombardier in the condition required by Article 12 of the applicable Lease at the time return of the Aircraft to Bombardier is required.

1.3 Repossession of Aircraft. The Government hereby guarantees that if, as a result of LIAT’s default on its obligations under any of the Leases, Bombardier elects to terminate any one or more of the Leases and to repossess any one or more of the aircraft in the exercise of Bombardier’s rights under the applicable Lease or at law or in equity, then the Government will (or will cause the appropriate agency of the Government to) refrain from any action hindering such repossession or the peaceful exportation of any of the Aircraft from Barbados, such Aircraft being in Barbados, by Bombardier or its representatives.

2. Performance of Government Undertakings. The Government will honor the undertakings set forth in Section 1 of this Guarantee upon a written demand by Bombardier and will promptly perform the same on the following terms:

2.1. Maintenance Obligations.

(a) If LIAT fails to perform any Repairs on any of the Aircraft (including, without limitation, on any of the engines or auxiliary power units leased under any of the Leases) in the manner and at the time required by the applicable Lease or the Maintenance Program (as such capitalized term is defined in the applicable Lease) (other than Repairs required to place the Aircraft in the condition required by Article 12 of the applicable Lease at the time return of the Aircraft to Bombardier is required), then the Government will, not later than forty-five (45) days following a written request by Bombardier, either cause LIAT to perform or cause to be performed such Repair by a party acceptable to Bombardier or pay to Bombardier an amount equal to the estimated cost as determined by Bombardier or the actual cost of such Repair.

(b) If LIAT fails to pay when due any amounts owed to (i) any maintenance provider performing maintenance work, checks or other Repairs on any of the Aircraft (including, without limitation, on any of the engines or auxiliary power units leased under any of the Leases) or (ii) any vendor providing parts, materials or other services in connection with any Repairs, then the Government will, not later than forty-five (45) days following a written request by Bombardier, either cause LIAT to make such payment to the maintenance provider or the vendor, as applicable, or make such payment to the maintenance provider or vendor on LIAT's behalf. The Government will provide to Bombardier evidence that such payment has been made no later than forty-five (45) days following the written request by Bombardier described above.

**2.2. Return Condition Obligations.** If (a) LIAT fails to perform any check or any other Repairs required to place an Aircraft in the condition required by Article 12 of the applicable Lease at the time return of such Aircraft to Bombardier is required, or (b) at the time of return of an Aircraft to Bombardier or the time return is required, such Aircraft is otherwise not in the condition required by Article 12 of the applicable Lease, then the Government will, not later than forty-five (45) days following a written request by Bombardier, cause LIAT to pay to Bombardier, or will pay to Bombardier on LIAT's behalf, the actual costs incurred by Bombardier to put the Aircraft in the condition required by Article 12 of the applicable Lease and, if the Aircraft was not returned to Bombardier in the condition required by Article 12 of the applicable Lease at the time required, all other amounts owed by LIAT to Bombardier pursuant to the applicable Lease as a result of the failure to return the Aircraft to Bombardier in the condition required by Article 12 of the applicable Lease at the time required.

**2.3 Repossession.** If Bombardier elects, as a result of an Event of Default (as defined in the applicable Lease), to terminate the applicable Lease and to repossess the subject Aircraft, then, upon Bombardier's written request, the Government will (or will cause the appropriate agency of the Government to) permit the Aircraft to be repossessed and peacefully exported from Barbados, such Aircraft being in Barbados, by Bombardier or its agents and take any other steps necessary to enable the Aircraft to be redelivered to Bombardier in accordance with the Leases.

**2.4** The Government acknowledges and agrees with Bombardier that Bombardier may make demand on the Government under this Guarantee on the basis of a provisional estimate of the actual or contingent, present or future liability of LIAT under or in respect of the Leases or the transactions contemplated thereby, if Bombardier is

entitled, under any applicable law or under the terms of the Leases to make a provisional estimate of the actual, contingent, present or future liability of LIAT and LIAT would be obliged to pay such estimate (or would be so obliged but for any unenforceability, illegality, stay of proceedings or other formal proceedings or operation of law) under the express terms of the Leases.

Without prejudice to this Section 2.4, the Government agrees that no such demand on the Government shall be vitiated or invalidated if it subsequently transpires that the amount demanded from the Government was less than or greater than the amount (including interest) which was properly due. If it subsequently transpires that an amount (including interest) paid by the Government was greater than the amount which was properly due from the Government, Bombardier shall refund the excess to the Government together with interest thereon at the then prevailing Bank of America prime rate. If the actual amount (including interest) paid by the Government was less than the amount which was properly due, the Government shall pay the difference to Bombardier with interest at the then prevailing Bank of America prime rate.

For the avoidance of doubt, Bombardier's rights under the provisions of Section 1 and of this Section 2 are not exclusive of any other rights of Bombardier under this Guarantee or any of the Leases or at law or in equity.

### 3. Nature of Undertakings

3.1. Separate and Independent Undertakings. The obligations of the Government under this Guarantee (i) are irrevocable, independent and unconditional obligations of the Government, as guarantor, and (ii) shall not be affected by any circumstance which constitutes a legal or equitable discharge of the amounts due or the performance owed other

than payment or performance in full of the obligations described in Sections 1 and 2 of this Guarantee, (iii) are independent of, and primary and separate from, the obligations of LIAT under the Leases, and (iv) are in no way contingent upon any attempt to collect from or enforce performance or compliance by LIAT or upon any other event, contingency or circumstance whatsoever, and the Government specifically agrees that it shall not be necessary or required that Bombardier (or its successors or assigns) exercise any right, assert any claim or demand or enforce any remedy whatsoever against LIAT or any successor or assign of LIAT as a condition to the obligations of the Government hereunder.

3.2. Guarantee Unconditional. The obligations and liability of the Government under this Guarantee shall be unconditional irrespective of: (a) any lack of validity or enforceability of any of the Leases or any agreement or instrument relating thereto for any reason, including, without limitation, the existence of a bankruptcy, reorganization or similar proceeding involving LIAT; or (b) any change, restructuring or termination of the corporate structure or existence of LIAT or (c) any agreement between LIAT and Bombardier to any amendment, variation, assignment, novation or departure (however substantial or material) of, to or from the Leases.

3.3. Direct Obligation. The Government agrees that a separate action or actions may be brought and prosecuted against the Government to enforce the Government's obligations hereunder, whether or not any action is brought against LIAT or the Aircraft and whether or not LIAT is joined as a party in any such action or actions. For the avoidance of doubt, upon the default of or by LIAT in respect of any of the obligations guaranteed hereunder, Bombardier may, at its sole option and subject to Section 5, proceed directly against the Government to enforce the obligations hereunder or any portion thereof, and the Government fully and irrevocably waives any right, if any, to require Bombardier to: (i) exercise any right, assert any claim or demand, take

any action, institute any suit or otherwise proceed against LIAT or any other person or entity whomsoever; (ii) proceed against or exhaust any collateral security that may have been given to Bombardier in connection with the obligations guaranteed hereunder (including the security deposit paid to Bombardier pursuant to each of the Leases); or (iii) pursue or exhaust any other right or remedy in Bombardier's power whatsoever.

### 3A. No Competition

Until all liabilities outstanding from LIAT to Bombardier under the Leases are irrevocably paid in full, and all obligations of LIAT under the Leases are performed, the Government undertakes with Bombardier that it shall not without first obtaining Bombardier's prior written consent:

- (a) claim any set-off or counterclaim against LIAT in respect of any outstanding actual or contingent liability between the Government and LIAT;
- (b) seek to recover whether directly or by set-off, lien, counterclaim or otherwise, nor accept any monies or other property (with the exception of landing, parking and airport fees in Barbados), nor exercise any rights in respect of, any sum which may be or become due to the Government on any account by LIAT or from any third party on LIAT's behalf, nor claim, prove for or accept any payment in competition with Bombardier in any composition by, or any winding-up of, LIAT; and
- (c) in competition with Bombardier, claim the benefit of any security or guarantee now or hereafter held by Bombardier for any monies or liabilities due or incurred by LIAT to Bombardier or any share therein.

4. Representations and Warranties of the Government. As a material inducement for Bombardier's entering into the Restructuring Document and agreeing to the transactions contemplated thereby, the Government hereby represents, warrants and covenants to Bombardier as follows:

4.1. Proprietary Capacity. Government holds a pecuniary interest in LIAT from which revenue may be derived.

4.2. Impairment of Contracts. The Government acknowledges that the obligations undertaken hereby are direct unconditional contractual obligations of the Government to Bombardier given as consideration for benefits to be secured by the Government and LIAT, and that such obligations are subject to protection under the laws of Barbados. The Government hereby fully and irrevocably waives any defence to the enforcement of this Guarantee inconsistent with this representation.

4.3. Statutory Enforcement. The Government hereby acknowledges that this Guarantee is given pursuant to the *LIAT (1974) Limited (Guarantee) Act 2006* and is fully enforceable against the Government of Barbados pursuant to the laws of Barbados.

4.4. No Sovereign Immunity. The Government's performance of its obligations hereunder will constitute commercial acts done for commercial purposes.

4.5. Due Authorization. The execution, delivery and performance by the Government of this Guarantee have been duly authorized by all necessary action, approvals (including Parliamentary approval) and consents required by the laws of Barbados.

4A. Avoided Payments. If any payment received by Bombardier in respect of monies owing or due and payable by LIAT shall on the subsequent insolvency, liquidation, bankruptcy, arrangement or

reorganization of LIAT be avoided and Bombardier is required to repay such monies under applicable laws relating to insolvency, liquidation, bankruptcy, arrangement or reorganization, such payment shall not be considered as discharging or diminishing the liability of the Government and this Guarantee shall continue to apply as if such payment had at all times remained owing by LIAT and the Government shall indemnify Bombardier in respect thereof.

5. Notices or Demands. Bombardier shall give to the Government reasonable notice of all demands, protests, notices of protests, notices of nonperformance, notices of dishonour and all other notices of every kind or nature served on LIAT under this Guarantee. Failure by Bombardier to provide notice as set out herein does not release the Government of its obligations under this Guarantee.

6. Waivers of Certain Defences. To the maximum extent such waiver is permitted by law, the Government hereby fully and irrevocably waives any rights to assert against Bombardier any defence (legal or equitable), setoff, counterclaim, or claim which the Government may now or at any time hereafter have against LIAT or any other party liable to Bombardier on account of or with respect to the obligations guaranteed hereunder including any right of subrogation, reimbursement, exoneration, or indemnification, any right to participate in any claim or remedy of Bombardier against LIAT, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including the right to take or receive from LIAT, directly or indirectly, in cash or other property or by set-off in any manner, payment or security on account of such claim or other rights; any defence, setoff, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future sufficiency, validity, or enforceability of the obligations guaranteed hereunder; and any defence arising by reason of any claim or defence based upon an election of remedies by Bombardier. The provisions of this Section 6 shall be reinstated and be applicable in the circumstances contemplated by the last sentence of Section 23.

7. Currency of Payments. The Government agrees and covenants that the lawful currency of the United States of America shall be the currency of account in any and all events. All payments to be paid hereunder by the Government will be paid in the lawful currency of the United States of America and in immediately available funds strictly in accordance with the terms and provisions of the Leases.

8. Net Payments. Any and all amounts required to be paid by the Government hereunder shall be paid strictly in accordance with the terms and provisions hereof and the Leases, without setoff or counterclaim and without deduction or adjustment for, and free and clear of any and all, taxes, levies, imposts, duties, fees, charges, deductions, or withholdings, of any nature now or hereafter imposed, levied, collected, withheld or assessed by the Government of Barbados with respect to any of the Leases, this Guarantee or any payments made hereunder. All payments to be made by the Government to Bombardier under this Guarantee shall be made in the currency provided for in Section 7 hereof in same day cleared funds to the account of Bombardier Services Corporation by means of wire transfer to Bank of America, Dallas, Texas, ABA # 0260-0959-3, Account Number: 3751617587, Account Name: Bombardier Services Corporation, quoting reference "LIAT s/n 305 and 315 " or to such other account as Bombardier may specify by notice in writing to the Government.

9. Costs, Expenses and Taxes. The Government shall pay on demand, in each case on the basis of a full indemnity, to Bombardier all reasonable costs and expenses (including legal fees) of Bombardier in connection with the preservation, enforcement or the attempted preservation or enforcement of any of the rights of Bombardier under this Guarantee or the Leases. The Government will on demand indemnify Bombardier against any and all stamp, registration and similar taxes which may become payable under any applicable law in respect of or in connection with the execution, delivery, performance or enforcement of this Guarantee.

10. Opinion of Counsel. Simultaneously with the execution of this Guarantee, the Government will provide to Bombardier an opinion of counsel issued by the Solicitor General of Barbados, in the form set forth in Schedule B attached hereto.

11. Notices and Communications. Any notice or communication to the Government or Bombardier which is required or permitted under this Guarantee will be sent to the respective party in writing (by letter or by facsimile), addressed as follows:

The Government of Barbados

Ministry of Finance  
Government Headquarters  
Bay Street  
St. Michael  
BARBADOS

Attention: Permanent Secretary, Finance

Fax Number: (246) 429 4032  
Phone Number: (246) 426 3227

Bombardier Services Corporation

261 Mountain View Drive  
P.O. Box 991  
Colchester, Vermont, 05446  
U.S.A.

Attention: Director, Aircraft Financing

Fax Number: (802) 764 5215  
Phone Number: (802) 764 5233

12. Immunity from Suit. The Government expressly acknowledges and agrees that this Guarantee has been delivered as part of a commercial transaction. The Government hereby waives for itself, its assets and its revenues, any and all immunity to the extent that it may at any time exist whether on grounds of sovereignty or otherwise from suit, arbitration, proceeding, jurisdiction of any court, adjudication, enforcement of court order, arbitration award, judgment, service or process upon it or any agent, execution and judgment, set off, attachment or other interim relief prior to judgment or on judgment or any other legal process including, without limitation, the defences of "sovereign immunity" and "act of state", which the Government or its assets or revenues may now have, or may in the future have and the Government agrees not to assert any such immunity or defences in any of the proceedings with respect to this Guarantee or in the enforcement resulting therefrom or from any other transactions contemplated hereby or hereunder.

13. Governing Law and Dispute Settlement.

13.1 This Guarantee will in all respects be governed by and construed in accordance with the laws of Barbados.

13.2 All disputes arising out of, or in connection with this Guarantee which cannot be resolved by amicable means shall be referred to and finally resolved by arbitration, subject to the terms of this Section in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules for the time being in force which rules are deemed to be incorporated by reference in this Section.

13.3 The Tribunal shall consist of three (3) arbitrators, one to be appointed by each Party. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal.

- 13.4 In rendering the award, the Tribunal (as described in this Section) shall determine the rights and obligations of the parties according to the substantive laws of Barbados.
- 13.5 Proceedings of the Tribunal shall be conducted in the English language.
- 13.6 Each party shall be responsible for all its own costs of arbitration including but not limited to travel, accommodation, counsel and any other preparation costs incurred.
- 13.7 The place of arbitration and all arbitration proceedings shall be conducted in New York. All proceedings and other notices in connection with or to give effect to the arbitration shall be served by registered mail upon the parties at their principal place of business.
- 13.8 No award may be made by the Tribunal for consequential or punitive damages.
- 13.9 The award of the Tribunal shall be final and binding on the parties. Each of the parties agree to exclude any right of application or appeal to any court which claims jurisdiction over a dispute concerning (a) the validity of the agreement to submit disputes to arbitration under this Section; (b) any question of law arising in the course of the arbitration; (c) the appointment of any arbitrator; and (d) any award made by the Tribunal in accordance with this Section.

14. Exercise of Rights. No action or proceeding by Bombardier under any document or instrument evidencing the obligations of LLAT under the Leases shall serve to diminish the liability of the Government under this Guarantee except to the extent that Bombardier finally and unconditionally shall have realized indefeasible payment or performance in full by such action or proceeding.

15. Cumulative Remedies. No remedy under this Guarantee or the Leases is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Guarantee or the Leases and those provided by law or in equity. No delay or omission by Bombardier to exercise any right under this Guarantee shall impair any such right nor be construed to be a waiver thereof. No failure on the part of Bombardier to exercise, and no delay in exercising, any right under this Guarantee shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Guarantee preclude any other or further exercise thereof or the exercise of any other right.

16. Enforcement Costs. The Government agrees to the payment of all reasonable costs and expenses (including attorney's fees and expenses but excluding any court costs awarded in favour of the Government, if applicable) incurred by Bombardier in the enforcement of its rights under this Guarantee or any of its rights relating to any of the obligations guaranteed hereunder.

17. Severability of Provisions. Any provision of this Guarantee which is prohibited or unenforceable under applicable law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

18. Entire Agreement; Amendments. This Guarantee constitutes the entire agreement between the Government and Bombardier in relation to the obligations of the Government described hereinabove, and supersedes all previous proposals, agreements and other written and oral communications in relation hereto. This Guarantee may not be altered, amended, or modified, nor may any provision hereof be waived or noncompliance therewith consented to, except by means of a writing executed by both the Government and Bombardier.

19. Successors and Assigns; Assignments. This Guarantee shall be binding upon the Government and its successors and permitted assigns and shall enure to the benefit of Bombardier and its successors and assigns thereof. The Government shall not assign this Guarantee or delegate any of its duties hereunder without Bombardier's prior written consent such consent not being unreasonably withheld and any assignment by the Government which has not been consented to shall be void. Bombardier may at any time, upon prior notice to the Government but without the prior consent of the Government, sell, assign (whether for security purposes or otherwise), transfer or otherwise dispose of all or any part of its rights or interest under this Guarantee. In the event of any assignment or other transfer of rights by Bombardier, the rights and benefits herein conferred upon Bombardier (its successors and assigns) shall automatically extend to and be vested in such assignee or other transferee.

20. Further Assurances. The Government hereby agrees to execute and deliver all such instruments and to take all such action as Bombardier may from time to time reasonably request in order to fully effectuate the intent and purposes of this Guarantee.

21. Understanding of Waivers. The Government warrants and agrees that the waivers set forth in this Guarantee are made with full knowledge of their significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective to the maximum extent permitted by law.

22. Headings. Section headings used in this Guarantee are for convenience of reference only and shall not constitute a part of this Guarantee for any other purpose or affect the construction of this Guarantee.

23. Continuing Guarantee. This Guarantee is a continuing guarantee and shall continue in full force and effect and shall not be discharged or terminated until such time as all of the following have occurred: (i) all of the Leases have been terminated, (ii) all obligations of LIAT guaranteed hereby have been finally and indefeasibly paid in full or fully performed in accordance with all of the Leases, (iii) all of the Aircraft have been returned to Bombardier in the condition required by Article 12 of the applicable Lease, and (iv) all obligations of the Government to Bombardier under this maintenance and return condition Guarantee have been finally and indefeasibly paid in full or fully performed. Subject to this section, the Government may not terminate this Guarantee by notice to Bombardier or otherwise. Any discharge or termination referred to above shall be deemed to be made subject to the condition that it will be void if any payment or performance which Bombardier has received or may receive under this Guarantee is set aside, refunded or reduced under any applicable law or proves to have been invalid. If such condition is satisfied, then Bombardier shall be entitled to recover from the Government on demand the amount of any such payment as if such discharge or termination had not been effected and this Guarantee shall continue to be effective and reinstated.

24. Delivery by Fax. Delivery of an executed counterpart of this Guarantee or of any other documents in connection with this Guarantee by fax will be deemed as effective as delivery of an originally executed counterpart. If the Government delivers an executed counterpart of this Guarantee or other document by fax it will also deliver an originally executed counterpart, but the failure by the Government to deliver an originally executed counterpart of this Guarantee or such other document will not affect the validity or effectiveness of this Guarantee or such other document.

IN WITNESS WHEREOF, the parties have executed this Guarantee as a deed by their authorized representatives on the date first set forth hereinabove.

**THE GOVERNMENT OF BARBADOS**

By: \_\_\_\_\_

Name: The Right Honourable Owen  
Seymour Arthur

Title: Prime Minister and Minister of  
Finance

**BOMBARDIER SERVICES  
CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notary Public: \_\_\_\_\_

**SCHEDULE A**

1. Aircraft Lease Agreement No. ACL-524, dated as of June 27, 2002, between LIAT (1974) Limited, as Lessee, and Bombardier Services Corporation, as Lessor, relating to one (1) DeHavilland Dash 8-311 aircraft, bearing manufacturer's serial number 305.
2. Aircraft Lease Agreement No. ACL-536, dated as of July 31, 2002, between LIAT (1974) Limited, as Lessee, and Bombardier Services Corporation, as Lessor, relating to one (1) DeHavilland Dash 8-311 aircraft, bearing manufacturer's serial number 315.

**SCHEDULE B**

Dear Sirs,

Re: Guarantee Agreement (the "Guarantee") dated the day of 2006 made between the Government of Barbados and Bombardier Services Corporation.

I am the Solicitor General of Barbados. In my capacity as Solicitor General, I have familiarized myself with and considered the Guarantee given by the Government of Barbados in respect of certain maintenance and return condition obligations of LIAT (1974) Limited.

Having reviewed all documents and matters which I consider appropriate, I am of the opinion that:

- (1) the Government of Barbados is empowered under the laws of Barbados and in particular the LIAT (1974) Limited (Guarantee) Act, 2006 of the laws of Barbados to execute the Guarantee;
- (2) all official procedures and authorizations required under the laws of Barbados to permit execution of the Guarantee on behalf of Barbados have been followed and obtained;
- (3) the Guarantee when executed by the Minister of Finance of Barbados will constitute a legal, valid and binding obligation of Barbados, enforceable in accordance with its terms;

- (4) it is not necessary under the laws of Barbados in order for a guarantee given by the Government of Barbados to be valid, effective and enforceable that it be filed, registered or recorded in any public office or elsewhere or that any other instrument relating thereto be executed, delivered, filed, registered or recorded.

Yours faithfully,

Solicitor General