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COMPANIES FORM No. 395

Particulars of a mortgage or charge

17 6609/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

1151

03751665

Name of company

* YOUNG'S SEAFOOD LIMITED (the "Pledgor")

Date of creation of the charge

24 April 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF PLEDGE OF BANK ACCOUNT BALANCES dated 24 April 2009 between the Pledgor and the Beneficiaries (the "Deed of Pledge")

Amount secured by the mortgage or charge

All payment and repayment obligations undertaken by the Pledgor:

a) pursuant to the Senior Facilities Agreement (i) as Borrower and (ii) as Guarantor pursuant to Clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement of the payment and repayment obligations of each Obligor toward the Facility Agent, the Security Agent and the Lenders pursuant to:

- (i) Facility A1 (GBP);
- (ii) Facility A2 (GBP);
- (iii) Facility A3 (SEK);
- (iv) Facility A4 (NOK);
- (v) Facility B1 (Euro);
- (vi) Facility B2 (SEK);
- (vii) Facility B3 (NOK);

Continued on Addendum 2/4

Names and addresses of the mortgagees or persons entitled to the charge

SOCIETE GENERALE, SG House, 41 Tower Hill, London EC3N 4SG, acting as Agent (the "Agent") and as Security Agent (the "Security Agent")

Continued on Addendum 3/4

Postcode

Presenter's name address and reference (if any):

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

JQM/AKING/JPM04.00028/12814017

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

FRIDAY



A28

ARBUQ90T

08/05/2009

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COMPANIES HOUSE

1. SECURITY INTEREST

The Pledgor has pledged the Pledged Balances as security in favour of each of the Beneficiaries, in accordance with the provisions of Articles 2355 and following of the Civil Code and with the provisions of Articles L.521-1 and following of the Commercial Code, in order to secure the Secured Obligations.

2. UNDERTAKINGS

Subject to the provisions of the other Finance Documents, the Pledgor has undertaken to the Beneficiaries, on 24 April 2009 and throughout the duration of the Guarantee Period:

(a) to refrain from granting or maintain any security interest of any nature whatsoever on the Pledged Accounts otherwise than in favour of the Beneficiaries, subject to any legal liens;

(b) at any time and at its own expense, to take any measures, to execute and/or provide any additional instrument or document, to carry out any formalities and generally speaking to do whatever the Security Agent may reasonably consider to be necessary in order to perfect or safeguard the Security Interest, or to allow the Security Agent and/or the Beneficiaries to exercise at any time the rights and remedies they possess pursuant to the Security Interest; and

Continued on Addendum 4/4

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst LLP

Date

7/5/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* YOUNG'S SEAFOOD LIMITED (the "Pledgor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Continued from page 1

- (viii) Facility C1 (GBP);
- (ix) Facility C2 (Euro); and
- (x) the Revolving Facility liable to be made available through Revolving Facility Loans and Letters of Credit;

in each case, for the total amount of the Commitments of each Lender for each loan concerned, increased by any principal amount resulting from the capitalisation of interest and by any and all interest, late penalty interest, costs, commissions and accessories, calculated in accordance with the terms of the Senior Facilities Agreement; and

b) pursuant to the Mezzanine Facility Agreement as Guarantor pursuant to Clause 19 (Guarantee and Indemnity) of the Mezzanine Facility Agreement of the payment and repayment obligations of each Obligor toward the Mezzanine Facility, in each case, for the total amount of the Commitments of each Mezzanine Lender for the Mezzanine Facility, increased by any principal amount resulting from the capitalisation of interest and by any and all interest, late penalty interest, costs, commissions and accessories, calculated in accordance with the terms of the Mezzanine Facility Agreement

(together the "Secured Obligations").

NOTE

In this form:

"Account Keeper" means Société Générale, Dec Lille Nord Enterprises 28, rue des Arts, BP 393, 59020 Lille Cedex, France;

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 27.34 (Conditions subsequent) of the Senior Facilities Agreement or clause 30 (Changes to the Obligors) of the Senior Facilities Agreement;

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 4.1(a)(ii) (Initial Conditions Precedent) of the Senior Facilities Agreement, clause 27.34 (Conditions Subsequent) of the Senior Facilities Agreement or clause 30 (Changes to the Obligors) of the Senior Facilities Agreement;

"Borrower" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement;

"Commitment" means a Facility A Commitment, a Facility B Commitment, a Facility C Commitment or a Revolving Facility Commitment (as all such terms are defined in the Senior Facility Agreement);

"Company" means Liongem Sweden 1 AB (formerly known as Goldcup ES 4037 AB), a company incorporated in Sweden with corporate identity number 556753-4549;

"Facility A1 (GBP)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(i)(A) (The Facilities) thereof;

"Facility A2 (GBP)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(i)(B) (The Facilities) thereof;

"Facility A3 (SEK)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(i)(C) (The Facilities) thereof;

Name of company

*insert full name
of Company

* YOUNG'S SEAFOOD LIMITED (the "Pledgor")

"Facility A4 (NOK)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(i)(D) (The Facilities) thereof;

"Facility B1 (Euro)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(ii)(A) (The Facilities) thereof;

"Facility B2 (SEK)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(ii)(B) (The Facilities) thereof;

"Facility B3 (NOK)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(ii) (C) (The Facilities) thereof;

"Facility C1 (GBP)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(iii)(A) (The Facilities) thereof;

"Facility C2 (Euro)" means the term loan facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(iii)(B) (The Facilities) thereof;

"Facility Agent" means Société Générale;

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents.

"Guarantee Period" means the period beginning to run on 24 April 2009 and ending on the date in which (i) the Secured Obligation shall have been fully, irrevocably and unconditionally performed and (ii) none of the Beneficiaries shall have any further commitment pursuant to the Finance Documents;

"Guarantor" means an Original Guarantor (as such term is defined in the Senior Facilities Agreement) or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Senior Facilities Agreement;

"Issuing Bank" means Issuing Bank as such term is defined in the Senior Facilities Agreement;

"Lenders" means the lenders listed in schedule 1.1 to the Deed of Pledge;

"Letter of Credit" means:

(a) a letter of credit, substantially in the form set out in schedule 10 (Form of Letter of Credit) to the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Issuing Bank; or

(b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank,

(and includes, for the avoidance of doubt, any Closing Letters of Credit (as such term is defined in the Senior Facilities Agreement));

"Mezzanine Facility" means the mezzanine loan facility made available under the Mezzanine Facility Agreement;

"Mezzanine Facility Agreement" means the mezzanine facility agreement in the agreed form dated 22 July 2008 and made between, amongst others, Luxco 3 as borrower, J.P. Morgan Europe Limited as the mezzanine agent, the parties listed there in as mezzanine arrangers, J.P. Morgan plc as global coordinator, J.P. Morgan Europe Limited as security agent and the persons named in that mezzanine facility agreement as Mezzanine Lenders, as amended and restated by amendment and restatement deeds dated 28 August 2008, 22 September 2008 and amendment and restatement agreements dated 2 October 2008 and 16 April 2009 (as further amended and/or restated from time to time);

"Mezzanine Finance Documents" means the "Mezzanine Finance Documents" as such term is defined in the Mezzanine Facility Agreement;

"Mezzanine Lenders" means the mezzanine lenders listed in schedule 1.2 to the Deed of Pledge;

"Obligor" means a Borrower or a Guarantor;

Name of company

*insert full name
of Company

* YOUNG'S SEAFOOD LIMITED (the "Pledgor")

"Parent" means Lion/Gem Luxembourg 2 S.a r.l.;

"Pledged Accounts" means (i) account no 30003 01100 00620432556 60 opened in the books of Société Générale as Account Keeper, (ii) account no 30003 01100 01020432556 58 opened in the books of Société Générale as Account Keeper, and (iii) account no 30003 01100 00020432556 63 opened in the books of Société Générale as Account Keeper, and the term "Pledged Account" shall refer to any of the Pledged Accounts;

"Pledged Balances" means the claim resulting from the credit balance (as defined in Article 2360 of the Civil Code) of the Pledged Accounts;

"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in clause 2.1(a)(iv) (The Facilities) thereof;

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan;

"Security Interest" means the security set up on the Pledged Balances under the Deed of Pledge;

"Senior Facilities Agreement" means the senior facilities agreement in the agreed form dated 22 July 2008 and made between, amongst others, the Parent, the Lenders named therein and Société Générale as Agent and Security Agent, as amended and restated by amendment and restatement deeds dated 28 August 2008, 22 September 2008 and amendment and restatement agreements dated 2 October 2008 and 16 April 2009 (as further amended and/or restated from time to time);

"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement;

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Continued from page 1

and J.P. MORGAN EUROPE LIMITED, 125 London Wall, London EC2Y 5AJ acting as Mezzanine Agent (the "Mezzanine Agent") and the Lenders and the Mezzanine Lenders (together the "Beneficiaries").

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Continued from page 2

(c) to refrain from doing or allowing anything that may or might reasonably result in significant damage to the Security



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 3751665
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF PLEDGE OF BANK
ACCOUNT BALANCES DATED 24 APRIL 2009 AND CREATED BY
YOUNG'S SEAFOOD LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO SOCIETE
GENERALE ACTING AS AGENT AND AS SECURITY AGENT
AND J.P. MORGAN EUROPE LIMITED ACTING AS MEZZANINE
AGENT AND THE LENDERS AND THE MEZZANINE LENDERS
(TOGETHER THE "BENEFICIARIES") ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 8 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES