



Registration of a Charge

Company name: **COOKE AQUACULTURE FRESHWATER LIMITED**

Company number: **SC288569**



X74G69EG

Received for Electronic Filing: **23/04/2018**

Details of Charge

Date of creation: **11/04/2018**

Charge code: **SC28 8569 0009**

Persons entitled: **DNB BANK ASA NEW YORK BRANCH, AS ADMINISTRATIVE AGENT**

Brief description:

Contains fixed charge(s).

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: **WE 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.**

Certified by: **MORTON FRASER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 288569

Charge code: SC28 8569 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th April 2018 and created by COOKE AQUACULTURE FRESHWATER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2018 .

Given at Companies House, Edinburgh on 23rd April 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SHARE PLEDGE

by

COOKE AQUACULTURE
FRESHWATER LIMITED

in favour of

DNB BANK ASA NEW YORK
BRANCH,
AS ADMINISTRATIVE AGENT

LEG/ASM/25326.00002

MORTON FRASER ●
LAWYERS

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SHARE PLEDGE

BY:-

- (1) **COOKE AQUACULTURE FRESHWATER LIMITED**, a company incorporated in Scotland (registered number SC288569) having its registered office at 110 Queen Street, Glasgow G1 3BX (the "**Chargor**")

IN FAVOUR OF:-

- (2) **DNB BANK ASA NEW YORK BRANCH**, 200 Park Avenue, New York, State of New York, USA 10166, in its capacity as Administrative Agent for the Secured Parties under and as defined in the Credit Agreement (the "**Chargee**").

BACKGROUND

- (A) In terms of the Credit Agreement, the Chargee and other Secured Parties have made available to the Canadian Borrower and the US Borrower certain credit facilities for the purposes set out in the Credit Agreement.
- (B) The Chargor is a Designated Party for the purpose of the Credit Agreement and has acquired the whole of the shareholding in the Company.
- (C) It is a condition of the Credit Agreement that the Chargor grants, inter alia, share security in the form of this Pledge in favour of the Chargee.

OPERATIVE PROVISIONS

1 Definitions and Interpretation

- 1.1 In this Pledge the following definitions and rules of interpretation apply, unless the context requires otherwise:

"Company" means Lakeland Cairndow Limited, a company incorporated in Scotland (registered number SC197037) having its registered office at 110 Queen Street, Glasgow G1 3BX.

"Credit Agreement" means the credit agreement originally dated April 28, 2014 entered into between, amongst others, Cooke Aquaculture Inc. as the Canadian Borrower, the US Borrower and the Chargee as amended by a letter agreement dated June 30, 2014, by a first amendment to credit agreement dated September 30, 2014, by an amendment to credit agreement dated October 27, 2014, by a consent and amendment to credit agreement dated December 18, 2014, by a fifth supplemental credit agreement dated as of April 9, 2015, by a sixth supplemental credit agreement dated as of May 24, 2016 and by a letter agreement dated December 7, 2016 and as amended by the amended and restated credit agreement dated on or around the date of this Pledge (as may be further amended, restated, supplemented, replaced and otherwise modified from time to time).

"Credit Documents" means the Credit Agreement and the other Credit Documents defined therein (as each may be amended, restated, supplemented, replaced and/or otherwise modified from time to time).

"Default Rate" means the highest rate of interest applicable to unpaid sums under the Credit Agreement.

"Enforcement Event" means an Event of Default.

"Event of Default" has the meaning given to it in the Credit Agreement.

"Existing Shares" means 2 ordinary shares of £1 each in the capital of the Company.

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No.2) Regulations 2003 (S.I. 2003 No. 3226).

"Further Shares" means any shares in the capital of the Company (other than the Existing Shares) at any time and from time to time held by the Chargor.

"Lien" has the meaning given to it in the Credit Agreement.

"Obligations" means all of the present and future respective obligations of the Credit Parties under, collectively, the Credit Documents, including, without limitation, the obligation of the Borrower to repay the Loans in principal, interest, fees and expenses and interest on arrears of interest, fees and expenses upon the terms and conditions provided for under the Credit Agreement and the obligations and liabilities under the ISDA Contracts.

"Related Rights" means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Existing Shares or any of the Further Shares or any derivatives thereof including the proceeds of any sale of any of the Existing Shares or any of the Further Shares.

"Security Assets" means the Existing Shares, the Further Shares and the Related Rights.

"Security Financial Collateral Arrangements" shall have the meaning given to that expression in the Financial Collateral Regulations.

"Shares" means the Existing Shares and the Further Shares.

1.2 In this Pledge, unless otherwise stated, a reference:-

- 1.2.1 to a Clause is to be construed as a reference to the relevant clause of this Pledge;
- 1.2.2 to any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces it, or which has been amended, extended, consolidated or replaced by it, and any orders, regulations, instruments or other subordinate legislation made under it;
- 1.2.3 to this Pledge is a reference to this Pledge as amended, varied, novated, supplemented and replaced from time to time;
- 1.2.4 the Chargor or the Chargee includes any one or more of its assignees, transferees and successors in title (in the case of the Chargor, so far as any such is permitted) and in particular the "Chargee" includes all successors, transferees or assignees of the Chargee as Administrative Agent under the Credit Agreement;
- 1.2.5 the Chargee, includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates; and

1.2.6 to a "fixed security" shall be construed as a reference to a fixed security as defined by Section 486 of the Companies Act 1985.

1.3 Unless otherwise defined in this Pledge, words and expressions defined in the Credit Agreement shall bear the same meanings when used herein.

2 Payment Obligations

The Chargor undertakes to the Chargee immediately on demand to pay and perform the Obligations when the same become due for payment or performance together with interest at the Default Rate on any amount which the Chargor fails to pay to the Chargee on the due date.

3 Charging Provision

The Chargor, by way of continuing security for the payment and discharge of the Obligations hereby:

- 3.1 pledges and charges to and in favour of the Chargee the Existing Shares and any Related Rights to which it is entitled at the date of its execution of this Pledge on the terms and conditions specified in this Pledge; and
- 3.2 irrevocably and unconditionally binds and obliges itself to pledge and charge to and in favour of the Chargee and in accordance with the remaining provisions of this Pledge, any Further Shares and any Related Rights to which it becomes entitled after the date of its execution of this Pledge.

4 Delivery of Documents

The Chargor shall:

- 4.1 within five (5) Business Days of receipt by the Chargor of the stamped stock transfer form relative to the acquisition by the Chargor of the Existing Shares, deliver or cause to be delivered to the Chargee, certificates and other documents of title or evidence of ownership in the name of the Chargee or (if specified by the Chargee) its nominee in respect of the Existing Shares; and
- 4.2 on each future occasion on which the Chargor becomes entitled to any Further Shares or Related Rights (whether by purchase, subscription or otherwise), deliver or cause to be delivered to the Chargee, certificates and other documents of title or evidence of ownership in the name of the Chargee or (if specified by the Chargee) its nominee in respect of such Further Shares and Related Rights.

5 Share Transfers

The Chargor shall:

- 5.1 immediately after execution and delivery of this Pledge, deliver or cause to be delivered to the Chargee evidence that the board of directors of the Company has approved the transfer of the Existing Shares for registration in accordance with the articles of association of the Company;
- 5.2 within five (5) Business Days of receipt by the Chargor of the stamped stock transfer form relative to the acquisition by the Chargor of the Existing Shares deliver or cause to be delivered evidence that the name of the Chargee or (as the case may be) its nominee has been entered in the register of members of the Company in respect of the Existing Shares; and

- 5.3 promptly on each future occasion on which the Chargor becomes entitled to any Further Shares, deliver or cause to be delivered to the Chargee evidence that the board of directors of the Company has approved the transfer of such Further Shares for registration in accordance with the Articles of Association of the Company and that the name of the Chargee or (as the case may be) its nominee has been entered in the register of members of the Company in respect of such Further Shares.

6 Voting Rights

- 6.1 Subject to Clauses 6.3 and 6.6, until the occurrence of an Enforcement Event, the voting and the other rights and powers attached to the Shares shall be exercised by the Chargee or its nominee (as the case may be) in such manner as the Chargor shall from time to time direct by notice in writing to the Chargee and the Chargee or its nominee will, subject to receiving reasonable prior notice in writing from the Chargor, procure the appointment of such proxy or corporate representative as the Chargor may require to attend general meetings of the Company and vote in accordance with the Chargor's instructions in respect of the Shares.
- 6.2 Subject to Clauses 6.4 and 6.5, with effect from the occurrence of an Enforcement Event, the Chargee shall be entitled to exercise or direct the exercise of the voting and other rights and powers attached to the Shares in such manner as it sees fit.
- 6.3 The Chargor shall not, without the previous consent in writing of the Chargee, exercise or allow to be exercised the voting or other rights attached to any of the Shares in favour of resolutions having any of the following effects, namely:
- 6.3.1 any alteration to the Articles of Association of the Company;
 - 6.3.2 the grant of any Lien by the Company in favour of any person other than the Chargee;
 - 6.3.3 the winding-up of the Company or the making of any administration order in respect of the Company;
 - 6.3.4 any reduction in the share capital of the Company or any purchase or redemption by it of its own shares;
 - 6.3.5 any authorisation under Section 550 or 551 of the Company Act 2006 or authorisation or special resolution as is referred to in Sections 569, 570 or 571 of the Companies Act 2006;
 - 6.3.6 the giving by the Company of any prohibited financial assistance (within the meaning of Section 680(1) of the Companies Act 2006);
 - 6.3.7 any other matter (without limitation) which in the opinion of the Chargee would prejudice this Pledge or impair the value of the Security Assets.
- 6.4 The Chargee may, in its absolute discretion and without any consent or authority from the Chargor, by notice to the Chargor elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of all or any of the Shares conferred or to be conferred on the Chargee pursuant to Clause 6.2.
- 6.5 Once a notice has been issued by the Chargee under Clause 6.4, on and from the date of such notice the Chargee shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to Clause 6.2 or any other provision of this Pledge and all such rights will be exercisable by the Chargor. The Chargor shall be entitled on and from the date of such notice, to exercise all voting rights in relation to the relevant Shares subject only to the provisions of Clause 6.3.

- 6.6 If any meeting of the holders of any of the Security Assets is called for the purposes of passing a resolution relating to any of the matters referred to in Clause 6.3, the Chargee may vote or procure its nominee (or any proxy or corporate representative) to vote in respect of the Security Assets in such manner as the Chargee shall consider to be in its interests.

7 Receipts

Until an Enforcement Event occurs, all monies (including dividends) paid in respect of the Security Assets and received by the Chargee or its nominee shall be for the account of the Chargor and the Chargee or its nominee shall either account to the Chargor for those monies or direct the Company to pay such monies directly to the Chargor. After the occurrence of an Enforcement Event, the Chargee may apply all monies (including dividends) in respect of the Security Assets received by the Chargee or its nominee as though they were proceeds of sale of the Security Assets and if the Chargor or any person on its behalf receives or obtains the benefit of any monies paid in respect of any Security Assets it shall account to the Chargee for those monies. If the Chargor (or any person on its behalf) receives any cheque, warranty or other monetary instrument in respect of any monies for which it would on receipt be obliged to account pursuant to this Clause 7, it shall promptly pay those monies or procure the transfer of such instrument to the Chargee.

8 Other Rights

Except as otherwise provided in Clauses 6 and 7, the Chargor shall ensure that all rights from time to time attaching to or connected with any of the Security Assets are exercised in accordance with the instructions of the Chargee.

9 Calls etc.

The Chargor shall perform all of the obligations attached to the Security Assets and the Chargee shall not be under any obligation or liability by reason of or arising out of this Pledge nor shall it be required to perform or fulfil any obligations of the Chargor in respect of the Security Assets or to make any payment or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be or may have been or is entitled under this Pledge at any time or times. In particular, if any of the Shares are at any time partly paid and a call is made by the Company for any amount unpaid in respect of such Shares, the Chargor shall pay to the Company the amount payable in respect of such Shares and shall indemnify the Chargee for all and any losses it incurs or sustains in connection with any failure by the Chargor to meet such call.

10 Representations and Warranties

- 10.1 The Chargor represents and warrants to the Chargee that the Existing Shares and Related Rights are owned by it absolutely and that the same are fully paid up and validly allotted and are not subject to any Lien (except pursuant to this Pledge), calls or any option or other third party right.

- 10.2 The Chargor also represents and warrants to the Chargee that:

10.2.1 it is not apparently insolvent, in, or being placed into, administration, administrative receivership, liquidation or any analogous insolvency procedure, or making or seeking to make an arrangement with its creditors in respect of its debts and that no diligence is or has been levied on or affects any of its property or assets;

10.2.2 other than as disclosed to the Chargee it is not in default under any agreement to which it is a party or by which it may be bound which would, in each case, have a Material Adverse Effect on its ability to perform its obligations under this Pledge;

- 10.2.3 there are no restrictions on the pledge or sale or transfer of all or any of the Shares under the articles of association of the Company or otherwise;
 - 10.2.4 it has the necessary power to enter into and perform its obligations under this Pledge;
 - 10.2.5 this Pledge constitutes legal, valid, binding and enforceable obligations and constitutes a first ranking Lien over the Existing Shares and Related Rights in accordance with its terms; and
 - 10.2.6 all necessary authorisations and consents to enable or entitle it to enter into this Pledge have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Pledge.
- 10.3 The representations and warranties in clause 10.1 and 10.2 shall be deemed to be repeated by the Chargor on and as of each day from the date of this Pledge until all the Obligations have been repaid and discharged in full as if made with reference to the facts and circumstances existing on each such day.

11 Continuing Obligations

- 11.1 The Chargor hereby undertakes to the Chargee that during the continuance of this security it will:
- 11.1.1 comply in all respects with the terms of the memorandum and articles of association of the Company;
 - 11.1.2 promptly notify the Chargee of the allotment or issue of any shares in the capital of the Company to any person after the date of this Pledge; and
 - 11.1.3 promptly upon request by the Chargee deposit with the Chargee all deeds, certificates and documents of title relating to the Security Assets or any part thereof.
- 11.2 The Chargor hereby undertakes to the Chargee that during the continuance of this security it will not create or permit to subsist any Lien (other than in favour of the Chargee) on or over the Security Assets or any part thereof or interest therein.
- 11.3 The Chargor hereby undertakes to the Chargee that during the continuance of this security it will not (without the prior written consent of the Chargee):
- 11.3.1 sell, transfer or otherwise dispose of the Security Assets or any part thereof or interest therein or attempt or agree so to do;
 - 11.3.2 suffer or permit the Company to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share capital or obligation now or hereafter convertible into or exchangeable for share capital of the Company of any class or call any uncalled capital;
 - 11.3.3 suffer or permit the Company to make any alteration to, grant any rights in relation to or otherwise re-organise or redeem or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company;

- 11.3.4 suffer or permit the Company to make any alteration to the articles of association of the Company which may have an adverse effect on the ability of the Chargee to exercise its rights under this Pledge;
- 11.3.5 register any transfer of shares, stock or loan capital in the Company or admit any new member (whether by subscription or transfer) to the Company;
- 11.3.6 suffer or permit the Company to permit any persons other than the Chargor or the Chargee or its nominee to be registered as holders of the Security Assets or any part thereof; or
- 11.3.7 do or cause or, in so far as the Chargor has rights in that regard, permit to be done anything which may reasonably be expected to in any way depreciate or jeopardise the value or marketability of any of the Security Assets.

12 Powers of the Chargee

The Chargee and its nominees at the discretion of the Chargee may exercise in the names of the Chargor or otherwise at any time after the occurrence of an Enforcement Event for payment and without any further consent or authority on the part of the Chargor any powers or rights which may be exercisable by the persons in whose name any of the Security Assets are registered or by the bearer thereof.

13 Application of Proceeds

- 13.1 The Chargee shall apply moneys received by it under this Pledge in accordance with the terms of the Credit Agreement. If the Credit Agreement fails to specify how any proceeds must be applied, the Chargee may apply moneys received by it under this Pledge as it sees fit and at its sole discretion.
- 13.2 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Chargee to exercise any of the powers conferred by this Pledge has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 13.3 Any money received by the Chargee hereunder may be placed by the Chargee to the credit of a suspense account bearing interest at a commercial rate with a view to preserving the rights of the Chargee to prove for the whole of its claim against the Chargor or any other person liable or may be applied in or towards satisfaction of the Obligations.

14 Continuing Security

- 14.1 This Pledge and the obligations of the Chargor shall:
 - 14.1.1 secure the ultimate balance from time to time of the Obligations and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
 - 14.1.2 be in addition to, and not prejudice or affect, any present or future agreements relating to the Obligations, Lien, right or remedy held by or available to the Chargee; and
 - 14.1.3 not merge with or be in any way prejudiced or affected by the existence of any loan or security agreement, Liens, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee dealing with, exchanging, releasing, varying or failing to perfect or enforce any

of the same, or giving time for payment or indulgence or compounding with any other person liable.

- 14.2 The Chargee shall not be obliged to make any claim or demand for payment and discharge of the Obligations on any other person liable or to resort to any guarantee or other means of payment now or hereafter held by or available to it for payment and discharge of the Obligations before the Chargee may enforce this Pledge and no action taken or omitted by the Chargee in connection with any agreement relating to the Obligations or guarantee or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor nor shall the Chargee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any agreement relating to the Obligations, guarantee or other means of payment.
- 14.3 The security constituted by or pursuant to this Pledge shall, in particular (but without prejudice to the generality of the foregoing), not be considered satisfied by any intermediate repayment or satisfaction of all or any of the Obligations and shall continue in full force and effect until the Obligations have been discharged in full. In addition and for the avoidance of any doubt this Pledge shall operate to secure any new, additional or increased facilities provided by the Chargee or any other Secured Party to the Chargor from time to time.

15 Further Assurance

- 15.1 The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Chargee may reasonably require in order to:
- 15.1.1 give effect to the requirements of this Pledge;
 - 15.1.2 protect, preserve and perfect the security intended to be created by or pursuant to this Pledge;
 - 15.1.3 protect and preserve the ranking of the security intended to be created by or pursuant to this Pledge with any other Lien over any Security Assets; or
 - 15.1.4 facilitate, following this Pledge becoming enforceable, the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Chargee, any receiver or any administrator in connection with all or any of the Security Assets.
- 15.2 Without prejudice to any the other provision of this Pledge, the Chargor covenants that, on the date of this Pledge and at all times hereafter as soon as it receives them (and in any event as soon as the Chargee so requests), it shall deposit with the Chargee, in respect of or in connection with the Security Assets, any other documents which the Chargee may from time to time require for perfecting its title, or the title of any purchaser, all of which will be held by the Chargee at the expense of the Chargor.

16 Costs and Expenses

The Chargor will pay to the Chargee on demand the amount of all reasonable costs and expenses (including legal fees and other out-of-pocket expenses and any value added tax or similar tax thereon) incurred by the Chargee in connection with the negotiation, preparation, execution, amendment, release, enforcement or attempted enforcement of, or preservation of the Chargee's rights under, this Pledge, or in consequence of any payment made under this Pledge (whether made by the Chargor or a third person) being impeached or declared void for any reason whatsoever.

17 **Power of Attorney**

- 17.1 The Chargor irrevocably and by way of security appoints the Chargee as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or its absolute discretion think fit following a breach by the Company of any of its covenants and obligations under the Credit Documents or following the failure by the Chargor to comply with a request from the Chargee, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Pledge. The Chargor agrees, promptly on the request of the Chargee or any receiver, to ratify and confirm all such actions taken and documents signed or executed.
- 17.2 Such appointments shall take effect immediately, but the powers conferred thereby shall only become exercisable following the occurrence of an Enforcement Event.

18 **Discharge of Liens**

Upon the irrevocable and unconditional payment and discharge in full of the Obligations, the Chargee shall, or shall procure that its appointees will, at the request and cost of the Chargor, release the Security Assets from this Pledge.

19 **Notices**

All notices and other communications provided under this Pledge shall be in writing and addressed, delivered or transmitted, in accordance with the provisions of clause 23.1 of the Credit Agreement.

20 **Calculations and Certificates**

- 20.1 In any litigation or arbitration proceedings arising out of or in connection with this Pledge, the entries made in the accounts maintained by the Chargee are prima facie evidence of the matters to which they relate.
- 20.2 Any certification or determination by the Chargee of a rate or amount under this Pledge is, in the absence of manifest or demonstrable error, conclusive evidence of the matters to which it relates.

21 **Severability**

If any of the provisions of this Pledge is found by any court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Pledge and the remaining provisions of this Pledge shall continue in full force and effect. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

22 **Waiver**

The rights of either party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. The rights and remedies provided in this Pledge are cumulative and not exclusive of any rights or remedies provided by law.

23 **Miscellaneous**

- 23.1 The Chargor agrees to be bound by this Pledge notwithstanding that any person intended to execute or to be bound by this Pledge may not do so or may not be effectually bound and notwithstanding that any charges contained in this Pledge

may be terminated or released or may be or become invalid or unenforceable whether or not the deficiency is known to the Chargee.

- 23.2 Any consent under this Pledge may be made or given in writing signed or sealed by any successors of the Chargee and accordingly the Chargor hereby irrevocably appoints each successor of the Chargee to be its attorney in the terms and for the purposes set out in Clause 17.
- 23.3 This Pledge shall remain binding on the Chargor notwithstanding any change in the constitution of the Chargee or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind.
- 23.4 Any liability or power which may be exercised or any determination which may be made under this Pledge by the Chargee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.
- 23.5 The Chargee may assign or transfer all of its right, title and interest in and to this Pledge and the Security Assets to any person or persons to whom it validly assigns or transfers its right, title and interest in and to its rights under and in accordance with the Credit Agreement and the Chargor irrevocably and unconditionally undertakes to execute such documents and do all such other acts and things as may be necessary or desirable to ensure that such person or persons receive the full right, title and interest in this Pledge and the Security Assets.

24 Financial Collateral

24.1 Right to appropriate

To the extent that the Security Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Pledge, the Chargee shall have the right at any time after the occurrence of an Enforcement Event which is continuing to appropriate all or any part of that Financial Collateral in or towards the satisfaction of the Obligations.

24.2 Value of financial collateral

For the purpose of Clause 24.1 (Right to appropriate), the value of the Financial Collateral appropriated at the time of such appropriation shall be such amount as the Chargee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it. In each case, the parties agree that the method of valuation provided for in this Pledge shall constitute a commercially reasonable method of valuation for the purposes of the Financial Collateral Regulations.

25 Law

- 25.1 This Pledge and any non-contractual obligations arising out of or in connection with it shall be governed by and be construed in accordance with Scots law
- 25.2 The parties submit to the exclusive jurisdiction of the Scottish Courts in respect of any dispute that arises out of or in connection with this Agreement or its subject matter or formation, including non-contractual disputes ("**Disputes**").
- 25.3 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

- 25.4 Clauses 25.2 and 25.3 are for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other appropriate jurisdiction.

IN WITNESS WHEREOF this Pledge consisting of this and the 10 preceding pages together are executed as follows:-

SUBSCRIBED for and on behalf of
COOKE AQUACULTURE FRESHWATER LIMITED

at FURNACE, ARGYLL.

on 11th APRIL 2018

by COLIN IAN BLAIR.

.....
Director

In the presence of the following witness:

Signature.....

Full Name..... *Andy Young*

Address.

..... *F*