

MR01 5671321626

Laserform

Particulars of a charge

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

For further information, please
refer to our guidance at:

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

 You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**



SCT *S4C6HHK3* 22/07/2015 #261
COMPANIES HOUSE

1 Company details

Company number S C 3 5 0 9 8 3
Company name in full HJALT LAND HATCHERIES LIMITED

For official use
6
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 0 m 0 m 7 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name NORDEA BANK NORGE ASA

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **LAURA MCMORLAND**

Company name **BURNESS PAULL LLP**

Address **UNION PLAZA**

1 UNION WYND

Post town **ABERDEEN**

County/Region

Postcode

A	B	1	0	1	D	Q
---	---	---	---	---	---	---

Country

DX **AB35 ABERDEEN**

Telephone **01224 621621**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

EXECUTION VERSION

 Burness Paull

HJALT LAND HATCHERIES LIMITED
as Chargor

and

NORDEA BANK NORGE ASA,
as Agent for the Finance Parties

ASSIGNATION IN SECURITY

Certified a true copy
Aberdeen on 21 July 2015

Laura - Mary McManis, Associate
for and on behalf of Burness Paull LLP

INDEX

Clause No.	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	BOND	2
3	ASSIGNATION IN SECURITY	2
4	PERFECTION OF SECURITY	2
5	RANKING	3
6	ENFORCEMENT	3
7	APPLICATION OF ENFORCEMENT PROCEEDS	4
8	PROTECTION OF SECURITY	4
9	FURTHER ASSURANCE	6
10	MANDATE AND ATTORNEY	6
11	EXPENSES AND INDEMNITY	7
12	NOTICES	7
13	GOVERNING LAW AND JURISDICTION	8
14	CONSENT TO REGISTRATION	9

ASSIGNATION IN SECURITY

by

- (1) **HJALTLAND HATCHERIES LIMITED**, a company incorporated under the Companies Acts with registered number SC350983 and having its registered office at 13 Albyn Terrace, Aberdeen, AB10 1YP (the "**Chargor**")

in favour of

- (2) **NORDEA BANK NORGE ASA**, Middelthunsgate 170368 Oslo, Norway, business enterprise number 911044110, as facility and security agent for the Finance Parties (as defined in the Facilities Agreement referred to below) (the "**Agent**")

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"**Event of Default**" has the meaning given to it in the Facilities Agreement;

"**Facilities Agreement**" means the NOK1,500,000 facilities agreement dated 2 July 2014 and made between (among others) the Chargor, the Agent and the Finance Parties and as amended and restated on or around the date hereof;

"**Intra-Group Transfer Agreement**" means the intra-group transfer agreement between the Chargor (as seller) and Grieg Seafood Shetland Limited (formerly named Hjaltland Seafarms Limited) (as buyer) dated 30 June 2015;

"**Receivable**" the right to receive all and any monies payable in respect of the loan made by the Chargor to Grieg Seafood Shetland Limited (formerly named Hjaltland Seafarms Limited) pursuant to clause 7 of the Intra-Group Transfer Agreement.

"**Secured Liabilities**" means all present and future obligations and liabilities of the Chargor to the Finance Parties (or any of them) under the Finance Documents, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Finance Parties (or any of them) thereunder.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.

- 1.2.2 The provisions of clause 1.2 (Construction) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement are to be construed as references to this Deed.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 The term this “Security” means any security created by this Deed.
- 1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.2.6 If the Agent considers that an amount paid to it is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

2 BOND

The Chargor undertakes to the Agent, for itself and as trustee for the Finance Parties that it will pay or discharge to the Agent all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge in accordance with the Facilities Agreement and the other Finance Documents (whether by acceleration or otherwise).

3 ASSIGNATION IN SECURITY

- 3.1 The Chargor as security for the payment and discharge of all the Secured Liabilities hereby assigns in favour of the agent its whole right, title, interest and benefit in and to the Receivable.

4 PERFECTION OF SECURITY

- 4.1 The Chargor shall forthwith upon the execution of this Deed procure that intimation is made to such parties as the Agent may require of the fact that an assignation of the Chargor's interest in the Receivable has been made in favour of the Agent, such intimations to be in the form set out in the Schedule.

- 4.2 The Chargor shall (if requested by the Agent) deposit with the Agent, and the Agent during the continuance of this Security shall be entitled to hold, all deeds and documents of title which would otherwise be in the Chargor's custody or control and which relate to the Receivable.

5 RANKING

- 5.1 This Security shall rank in point of security in priority to all other security created or subsisting from time to time over all or any part of the Receivable.
- 5.2 The Chargor undertakes that it shall not create, incur, assume or permit to subsist any security on all or any part of the Receivable other than this Security.

6 ENFORCEMENT

- 6.1 Until an Event of Default occurs:

6.1.1 all monies and other things received by the Agent in respect of the Receivable shall be for the account of the Chargor and the Agent shall account to the Chargor for those monies and other things;

6.1.2 save as provided in paragraph 6.1.3, the Chargor may, on behalf of the Agent, exercise all rights in respect of the agreements or other documentation underlying the Receivable; and

6.1.3 the Chargor shall not, without the previous consent in writing of the Agent:

- (a) give any consent or exercise any discretion in respect of the Receivable in any respect which would have an adverse effect on the rights of the Agent under this Deed or the security created by this Deed;
- (b) write-off the Receivable;
- (c) agree or consent to any assignment or transfer by any person of any of its rights or obligations relating to the Receivable; or
- (d) transfer or otherwise dispose of any of its right, title and interest to or in the Receivable.

- 6.2 At any time on or after the occurrence of an Event of Default which is continuing unwaived and unremedied, the Agent shall be entitled without any consent, notice or further notice, from or to the Chargor or any other person, either in its own name or in the name of the Chargor or otherwise and upon such terms and conditions as the Agent thinks fit

the Agent may apply all monies and other things in respect of the Receivable received by the Agent or its nominee in discharge of any part of the Secured Liabilities and if the Chargor or any person on its behalf receives or obtains the benefit of any monies paid in respect of the Receivable it shall account to the Agent for those monies. If the Chargor (or any person on its behalf) receives any cheque, warrant or other monetary instrument in respect of any monies for which it would on receipt be obliged to account pursuant to this Clause, it shall immediately pay those monies or procure the transfer of such instrument to the Agent.

7 APPLICATION OF ENFORCEMENT PROCEEDS

7.1 All monies received by the Agent following the enforcement of this Security shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Agent under this Deed, in the following order:

7.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Agent shall in its absolute discretion decide; and

7.1.2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto.

7.2 Nothing contained in this Deed shall limit the right of the Agent (and the Chargor acknowledges that the Agent is so entitled) if and for so long as the Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

8 PROTECTION OF SECURITY

8.1 This Security shall be a continuing security, notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

8.2 This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Agent may now or at any time hereafter hold for all or any part of the Secured Liabilities.

8.3 No failure on the part of the Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Deed or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and

remedies provided in this Deed and any such other document are cumulative and not exclusive of any right or remedies provided by law.

- 8.4 Each of the provisions in this Deed shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired by that occurrence.
- 8.5 If the Agent or any other Finance Party receives or is deemed to be affected by notice whether actual or constructive of any subsequent security or other interest affecting any part of the Receivable, the Agent or any other Finance Party may open a new account or accounts with the Chargor. If the Agent or the other Finance Party does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as from that time all payments made to the Agent or the relevant Finance Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Deed is security.
- 8.6 Neither this Security nor the rights, powers, discretions and remedies conferred upon the Agent by this Deed or by law shall be discharged, impaired or otherwise affected by reason of:
- 8.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever, or by the Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 8.6.2 the Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
 - 8.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which, but for this provision, might operate to exonerate the Chargor from the Secured Liabilities; or
 - 8.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 8.7 The Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law, to:

- 8.7.1 take any action or obtain judgement or decree in any court against the Chargor; or
- 8.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or
- 8.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Agent in respect of, any of the Chargor's obligations under the Facilities Agreement.

9 FURTHER ASSURANCE

The Chargor shall execute and do all such assurances, acts and things as the Agent may require for perfecting or protecting the security created by or pursuant to this Deed over the Receivable or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions conferred on the Agent and shall, in particular, (but without limitation) promptly after being requested to do so by the Agent, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Receivable whether to the Agent or to its nominee(s) or otherwise and give all notices, orders and directions which the Agent may think expedient.

10 MANDATE AND ATTORNEY

- 10.1 The Chargor hereby irrevocably appoints the Agent to be its mandatary and attorney for it and on its behalf and in its name or otherwise to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Agent may require for perfecting or protecting the title of the Agent to the Receivable or for vesting the Receivable in the Agent or its nominee or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Agent on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Agent of the Receivable.
- 10.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 10.
- 10.3 The appointment effected under Clause 10.1 shall take effect immediately but the powers may only be exercised upon the occurrence of an Event of Default which is continuing unremedied or unwaived following a failure by the Chargor to fulfil its obligations under Clause 10 within 5 Business Days of a notice from the Agent to do so.

11 **EXPENSES AND INDEMNITY**

The Chargor must:

- 11.1 immediately on demand pay all costs and expenses (including legal fees) properly and reasonably incurred in connection with this Deed by the Agent, attorney, manager, agent or other person appointed by the Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- 11.2 keep each of them indemnified against any failure or delay in paying those costs or expenses.

12 **NOTICES**

- 12.1 All notices, requests, demands and other communications to be given under this Deed shall be given and/or be deemed to be given in the same manner as notices to be given under the Facilities Agreement, and the terms of clause 32 (Notices) of the Facilities Agreement shall apply *mutatis mutandis* to this Deed as though that clause were set out in full in this Deed.
- 12.2 The address and e-mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered by letter or e-mail under or in connection with the Instrument is:

15.2.1 in the case of the Chargor:

Hjaltland Hatcheries Limited

13 Albyn Terrace

Aberdeen

AB10 1YP

E-mail: atle.harald.sandtorv@griegseafood.com

Attention: Atle Harald Sandtorv

15.2.2 in the case of the Agent:

Nordea Bank Norge ASA

P.O. Box 1166 Sentrum

0107 Oslo

Norway

E-mail: slo.norway@nordea.com

Attention: Structured Loan Operations

or any substitute address, e-mail address or department or officer as the Chargor may notify to the Agent (or the Agent may notify to the Chargor, if a change is made by the Agent) by not less than five (5) Business Days' notice.

13 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Agent to proceed against the Chargor in any other appropriate jurisdiction.

14 **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment.

The Chargor hereby consents to the registration of this Deed and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages together with the schedule annexed hereto are executed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of
the said HJALTLAND HATCHERIES
LIMITED

at Bergen, Norway

on 8 of July 2015

Trude Østved
by ATLE MARALD SANDTORV

Print Full Name

TRUDE ØSTVED
Atle Sandtorv

Director

before this witness

INGE TORSTAD

Print Full Name

Inge Torstad

Witness

Address

BEKKARVIKVEIEN 73

N-5114 TERNES

NORWAY

THE AGENT

SUBSCRIBED for and on behalf of
the said NORDEA BANK NORGE
ASA

at Bergen

on 10.7.15
ERIK GODVIK

by NINA R. WIIE
Print Full Name

Erik Godvik
Elina J. Olsen **Nordea Bank Norge ASA**
Bergen
Authorised Signatory

before this witness

BIRTHE VÆGEN
Print Full Name

Birthe Vægen
Witness

Address

Allehelgensgt.
Bergen

This is the Schedule referred to in the foregoing Assignment in Security granted by Hjaltland Hatcheries Limited in favour of Nordea Bank Norge ASA dated __ July 2015

SCHEDULE

Form of Intimation

From: Hjaltland Hatcheries Limited

To: Grieg Seafood Shetland Limited

Dated: •

Dear Sirs

We, Hjaltland Hatcheries Limited (the **"Chargor"**) refer to the loan made by us to you pursuant to the intra-group transfer agreement between the Chargor (as seller) and Grieg Seafood Shetland Limited (formerly named Hjaltland Seafarms Limited) (as buyer) dated 30 June 2015 (the **"Receivable"**).

We give you notice that by an assignment in security dated • (the **"Assignment"**) granted by the Chargor in favour of Nordea Bank Norge ASA (the **"Agent"**) the Chargor assigned all of its right, title, interest and benefit in and to the Receivable.

Please note that all payments due in respect of the Receivable should be paid to the Agent's account as the Agent may specify from time to time in accordance with the provisions of the Charged Document.

Notwithstanding the Assignment referred to above or the making of any payment by you to the Agent pursuant to it:

- (a) the Chargor shall remain liable in relation to the Receivable to perform all the obligations assumed by it in respect of the Receivable and neither the Agent nor any receiver nor any delegate appointed by the Agent or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Receivable; and
- (b) unless the Agent gives you notice otherwise, the Chargor may, on behalf of the Agent, exercise all rights in respect of the agreements or other documentation underlying the Receivable.


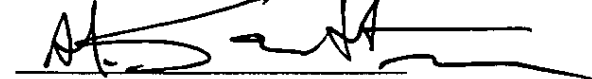
Pursuant to the Assignment, the Chargor may not without the prior written consent of the Agent:

- (a) give any consent or exercise any discretion in respect of the Receivable in any respect which would have an adverse effect on the rights of the Agent under the Assignment or the security created by the Assignment;

- (b) write-off the Receivable;
- (c) agree or consent to any assignment or transfer by any person of any of its rights or obligations in respect of the Receivable; or
- (d) transfer or otherwise dispose of any of its right, title and interest to or in the Receivable.

Please acknowledge receipt of this letter by signing the enclosed duplicate notice with acknowledgement and returning it to the Agent at P.O. Box 1166 Sentrum, 0107 Oslo, Norway.

Yours faithfully



for and on behalf of Hjalmland Hatcheries Limited

Acknowledgement

We, Grieg Seafood Shetland Limited acknowledge receipt of the foregoing Intimation.

Dated: •



for and on behalf of Grieg Seafood Shetland Limited



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 350983

Charge code: SC35 0983 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th July 2015 and created by HJALTLAND HATCHERIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2015.

Given at Companies House, Edinburgh on 28th July 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**