



Registration of a Charge

Company name: **SCOTTISH SEA FARMS LIMITED**

Company number: **00958001**



X5CR8KVF

Received for Electronic Filing: **05/08/2016**

Details of Charge

Date of creation: **27/07/2016**

Charge code: **0095 8001 0015**

Persons entitled: **DNB BANK ASA**

Brief description: **THE SUBJECTS COMPRISING THE RESERVOIR, DAM AND SURROUNDING LAND AT GLEN DUBH, BARCALDINE, OBAN SHOWN OUTLINED IN RED (INCLUDING THE RED VERGE) ON THE PLAN EXECUTED AND ANNEXED AS RELATIVE TO THE INSTRUMENT, WHICH SUBJECTS FORM PART OF THE SUBJECTS CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ARG19993, AS MORE FULLY DESCRIBED IN THE INSTRUMENT.**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

BRODIES LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 958001

Charge code: 0095 8001 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2016 and created by SCOTTISH SEA FARMS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2016 .

Given at Companies House, Cardiff on 8th August 2016

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

STANDARD SECURITY

by

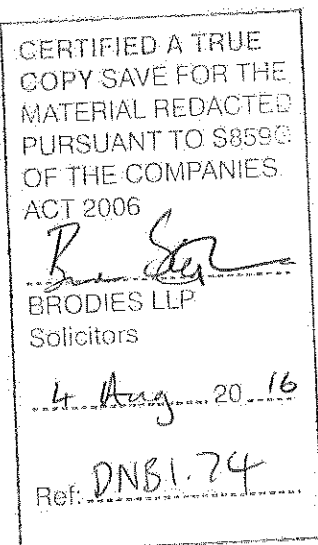
SCOTTISH SEA FARMS LIMITED
(as Borrower)

in favour of

DNB BANK ASA
(as Security Trustee for the Finance Parties)

Security Subjects:

Reservoir at Barcaldine, Oban



Brodie LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: BS.PZA.DNB1.74

STANDARD SECURITY

by

- 1 SCOTTISH SEA FARMS LIMITED a company incorporated in England and Wales with registered number 00958001 and having its registered office at c/o Shepherd And Wedderburn LLP, Condor House, 10 St Paul's Churchyard, London, EC4M 8AL (the "Borrower") in favour of
- 2 DNB BANK ASA, a company incorporated in Norway (No 984 851 006) and having a place of business at Dronning Eufemias gt. 30, NO-0191 Oslo, Norway for itself and as security trustee for each of the Finance Parties (the "Security Trustee").

CONSIDERING THAT:

- (A) In terms of a term loan and revolving credit facility agreement dated 15 April 2008 as amended by an amendment and restatement agreement dated 16 April 2013 and as further amended by an amendment and restatement agreement dated on or about the date of this Standard Security among the Borrower, the financial institutions listed therein as Lenders, and DNB Bank ASA (formerly DNB Nor Bank ASA) in the capacities described therein (the "Facility Agreement"), the Lenders agreed to make available to the Borrower a term loan facility and a revolving credit facility.
- (B) It is a condition precedent to the Lenders making available the facilities referred to in the Facility Agreement that the Borrower enters into this Standard Security as security for the Secured Liabilities (as defined below).

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Definitions

In this Standard Security:

"Companies Act" means the Norwegian Limited Liability Companies Act of 13 June 1997 No. 44 (in No. aksjeloven);

"FA Act" means the Norwegian Financial Agreements Act of 25 June 1999 No. 46 (in No. finansavtaleloven);

"Plan" means the plan annexed and executed as relative to this Standard Security;

"Security Subjects" means ALL and WHOLE the subjects comprising the reservoir, dam and surrounding land at Glen Dubh, Barcaldine, Oban shown outlined in red (including the red verge) on the Plan which subjects form part of the subjects currently undergoing registration in the Land Register of Scotland under Title Number ARG19993 and comprise (IN THE FIRST PLACE) ALL and WHOLE that plot or area of ground extending to Thirteen acres and three decimal or one-tenth parts of an acre or thereby situated astride the River Teithill in Glen Dubh in the Parish of Ardchattan and Muchairn and County of Argyll in feu farm disposed by and coloured pink on the

plan annexed and signed as relative to Feu Disposition by The Secretary of State for Scotland in favour of Alginat Industries Limited dated Thirteenth August and recorded in the Division of the General Register of Sasines for the County of Argyll on Sixth September both in the year Nineteen hundred and sixty five; (IN THE SECOND PLACE) ALL and WHOLE those two discontinuous plots or areas of ground situated astride the River Teithill aforesaid in the Parish and County aforesaid both as described in, feu farm disposed by and coloured red on the plan annexed and signed as relative to Feu Disposition by The Secretary of State for Scotland in favour of Alginat Industries Limited dated Thirtieth January and recorded in the said Division of the General Register of Sasines on Nineteenth February both in the year Nineteen hundred and Seventy six; and (IN THE THIRD PLACE) ALL and WHOLE that area of land for the extension of the reservoir at Glen Dubh situated in the said Parish and County extending to twelve hectares and twenty decimal or one hundredth parts of a hectare or thereby being the subjects described, in feu farm disposed by and shown delineated in pink on the plan annexed and signed as relative to Feu Disposition by The Secretary of State for Scotland in favour of Kelco/AIL International Limited dated Twenty ninth May Nineteen hundred and Eighty seven and recorded in the said Division of the General Register of Sasines on Eighth November in the year Nineteen hundred and Eighty eight;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower and the Guarantors to the Finance Parties (or any of them) under each Finance Document or on any other basis whatsoever from time to time, together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or on any other basis whatsoever from time to time, or any other document evidencing or securing any such liabilities provided that no obligation or liability shall be included in the definition of "Secured Liabilities" to the extent that, if it were so included, the security, rights and obligations created by this Standard Security would constitute unlawful financial assistance within the meanings of s678-679 of the Companies Act 2006; and

"Standard Conditions" means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being.

2 Interpretation

- 2.1 Unless otherwise defined herein capitalised terms used in this Standard Security have the same meaning as given to them in the Facility Agreement.
- 2.2 Clause 1.2 (*Construction*) of the Facility Agreement is incorporated in this Standard Security as if it was set out in full in this Standard Security, save that references to "this Agreement" shall be construed as references to "this Standard Security".
- 2.3 References to the "debtor" in the Standard Conditions shall include the Borrower.

2.4 References to any party shall include, where the context admits, their permitted successors, assignees and transferees and, in the case of the Security Trustee, shall include such other person as may from time to time be appointed as Security Trustee for the Finance Parties. For the avoidance of doubt, any reference herein to the Lenders or the Finance Parties shall, unless the context clearly otherwise indicates, include the Security Trustee in its individual capacity as a Lender or a Finance Party.

2.5 Construction of certain terms in addition to the above, unless the context otherwise requires; any reference to:

2.5.1 a Clause or a Schedule is a reference to a clause of, or a schedule to, this Standard Security except as otherwise indicated in this Standard Security;

2.5.2 a provision of law is a reference to that provision as amended or re-enacted;

2.5.3 this Standard Security or any other document, agreement or other instrument (including any Finance Document) is a reference to this Standard Security or any other document, agreement or instrument (including any Finance Document) as amended, novated, supplemented, restated or replaced from time to time except to the extent prohibited by the terms of this Standard Security;

2.5.4 the headings in this Standard Security are for convenience only;

2.5.5 "including" shall not be construed as limiting the generality of the words preceding it; and

2.5.6 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity.

2.6 This Standard Security is a Finance Document.

2.7 The terms of this Standard Security are subject to the terms of the Facility Agreement and in the event of any conflict between any provision of the Facility Agreement and any provision of this Standard Security the provisions of the Facility Agreement shall prevail.

3 Undertaking to pay

3.1 The Borrower hereby undertakes to the Security Trustee and to each of the Finance Parties that it will pay or discharge to the Security Trustee, or as it may direct, all the Secured Liabilities on the due date therefor in accordance with the terms of the Finance Documents.

3.2 To the extent those Secured Liabilities are deemed to be guarantee obligations (in Norwegian: *realkausjon*) pursuant to the terms of the FA Act:

The maximum guarantee liability of the Borrower hereunder shall always be limited to GBP £134,100,000 plus (i) any interest, default interest, Break Costs or other costs, fees and expenses related to the Borrower's obligations under the Finance Documents and (ii) any default interest or other costs, fees and expenses related to the liability of the Borrower hereunder;

Any guarantee set out in this Standard Security does not apply to any liability if and to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of Chapter 8 of the Companies Act or any equivalent and applicable provisions under the laws of the relevant jurisdiction of the Borrower.

4 Security

In security for the payment and discharge of all the Secured Liabilities the Borrower grants a standard security in favour of the Security Trustee over the Security Subjects.

5 Standard conditions and incorporation of terms

The Standard Conditions shall apply, and the Borrower agrees that the Standard Conditions shall be varied in so far as lawful and applicable by (One) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Agreement, which shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein *mutatis mutandis* and (Two) the Standard Conditions shall be further varied in so far as lawful and applicable as follows:-

5.1 interest rate

The interest rate for the purposes of Standard Condition 7(3) shall be the rate set out in the Facility Agreement;

5.2 negative pledge

Otherwise than as may be permitted under the Finance Documents or consented to by the Security Trustee in writing, the Borrower shall not create or permit to subsist any Security over any of its assets;

5.3 default

For the purposes of Standard Condition 9(1) the Borrower shall be held to be in default after the occurrence of an Event of Default and after a notice has been served under Clause 26.16 (*Acceleration on an Event of Default*) of the Facility Agreement (however without the necessity for the Security Trustee to serve any notice or take any other action nor for any court order in any jurisdiction to the effect that an Event of Default has occurred or that the security constituted by this Standard Security has become enforceable), and in the event of the Borrower being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Trustee by virtue of the Standard Conditions or any other security, charge or undertaking or in any

other manner the Security Trustee will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended);

5.4 investigation of title

The Borrower must grant the Security Trustee or its lawyers on request all facilities within the power of the Borrower to enable the Security Trustee or its lawyers (at the expense of the Borrower) following an Event of Default to:

5.4.1 carry out investigations of title to the Security Subjects; and

5.4.2 make such enquiries in relation to any part of the Security Subjects as a prudent heritable creditor might carry out;

5.5 protection of security

The security created by or pursuant to this Standard Security shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and 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;

5.6 additional security

The security created by or pursuant to this Standard 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 Security Trustee may now or at any time hereafter hold for all or any part of the Secured Liabilities;

5.7 provisions severable

Each of the provisions in this Standard Security 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 Standard Security shall not in any way be affected or impaired thereby;

5.8 rights and remedies cumulative

No failure on the part of the Security Trustee to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Standard Security or any other document relating to, creating 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 Standard Security and any such other document are cumulative and not exclusive of any right or remedies provided by law;

5.9 new accounts

If the Security Trustee 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 Security Subjects and/or the proceeds of sales thereof (other than a security in favour of the Security Trustee), the Security Trustee may open a new account or accounts with the Borrower. If the Security Trustee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Standard Security is security;

5.10 waiver of defences

Neither the security created by, nor any security interest constituted pursuant to, this Standard Security nor the rights, powers, discretions and remedies conferred upon the Security Trustee by this Standard Security or by law shall be discharged, impaired or otherwise affected by reason of:-

- 5.10.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Trustee being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- 5.10.2 the Security Trustee compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Borrower 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 Borrower or any other person; or
- 5.10.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from the Borrower or any other person in connection with the Secured Liabilities; or
- 5.10.4 any act or omission which would not have discharged or affected the liability of the Borrower had it been a principal debtor instead of a guarantor or indemnifier or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Borrower from the Secured Liabilities;

5.11 immediate recourse

The Security Trustee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Standard Security or by law, to:-

- 5.11.1 take any action or obtain judgement or decree in any court against the Borrower; or
- 5.11.2 make or file any claim to rank in a winding-up or liquidation of the Borrower; or
- 5.11.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Trustee, in respect of any of the Borrower's obligations to the Security Trustee.

5.12 Restriction on letting

Condition 6 of the Standard Conditions shall not apply to this Standard Security.

6 Norwegian Financial Agreements Act

The Borrower, to the extent it is deemed to be a guarantor for the obligations of the Borrower pursuant to the FA Act, specifically waives all rights under the provisions of the FA Act not being mandatory provisions, including (but not limited to) the following provisions (the main contents of the relevant provisions being as indicated in the brackets):

- (a) § 63 (1) – (2) (to be notified of an Event of Default hereunder and to be kept informed thereof);
- (b) § 63 (3) (to be notified of any extension granted to the Borrower in payment of principal and/or interest);
- (c) § 63 (4) (to be notified of the Borrower's bankruptcy proceedings or debt reorganisation proceedings and/or any application for the latter);
- (d) § 65 (3) (that its consent is required for it to be bound by amendments to the Finance documents that may be detrimental to its interest);
- (e) § 66 (that its content is required for the release of other Security);
- (f) § 67 (2) (about any reduction of its liabilities hereunder, since no such reduction shall apply as long as any amount is outstanding under the Finance Documents);
- (g) § 67 (4) (that its liabilities hereunder shall lapse after ten (10) years, as it shall remain liable hereunder as long as any amount is outstanding under any of the Finance Documents);
- (h) § 70 (as it shall not have any right of subrogation into the rights of the Security Trustee under the Finance Documents until and unless the Security Trustee shall have received all amounts due or to become due to it under the Finance Documents);
- (i) § 71 (as the Security Trustee shall have no liability first to make demand upon or seek to enforce remedies against the Borrower or any other Security Interest provided in

respect of the Borrower's liabilities under the Finance Documents before demanding payment under or seeking to enforce its guarantee obligations hereunder);

- (j) § 72 (as all interest and default interest due under any of the Finance Documents shall be secured by its guarantee obligations hereunder);
- (k) § 73 (1) – (2) (as all costs and expenses related to a termination event or an Event of Default under this Standard Security shall be secured by its guarantee obligations hereunder);
- (l) § 74 (1) – (2) (as it shall not make any claim against the Borrower for payment by reason of performance by it of its obligations under the Finance Documents until and unless the Security Trustee first shall have received all amounts due or to become due to it under the Finance Documents); and
- (m) Any equivalent rights to those under paragraphs (a) to (l) above arising under any other jurisdiction whether by statute or common law.

7 Power of attorney

7.1 The Borrower irrevocably appoints the Security Trustee, and any person nominated by the Security Trustee jointly and also severally to be its attorney with the power of substitution and in its name and otherwise on its behalf to sign or execute all deeds, instruments and documents which the Security Trustee may require or deem proper for any of the purposes of or which the Borrower ought to do under this Standard Security.

7.2 The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

8 Assignment

8.1 The Borrower may not assign nor enter into any trust arrangement with any third party in respect of any of its rights under this Standard Security.

8.2 The Security Trustee will be entitled to assign its rights under this Standard Security or any part of this Standard Security to any person to whom any of the facilities or any of the Security Trustee's rights available under the Finance Documents may be transferred and the Borrower hereby consents to any such assignment.

8.3 In the event of assignment by the Security Trustee as permitted by clause 8.2, the Borrower shall at the request of the Security Trustee join in such assignment so as to cause full beneficial title to the security created by this Standard Security to be passed to the relevant assignee.

9 Warrandice

The Borrower grants warrandice.

10 Consent to Registration

The Borrower and the Security Trustee consent to the registration of these presents for preservation and execution.

11 Governing Law

This Standard Security shall be governed by Scots law. This Standard Security consisting of this page and the preceding 8 pages and the Plan annexed and executed as relative hereto is executed as follows:-

Subscribed for and on behalf of
SCOTTISH SEA FARMS LIMITED

signature of director/secretary/witness

full name of above (print)

address of witness

signature of director/secretary

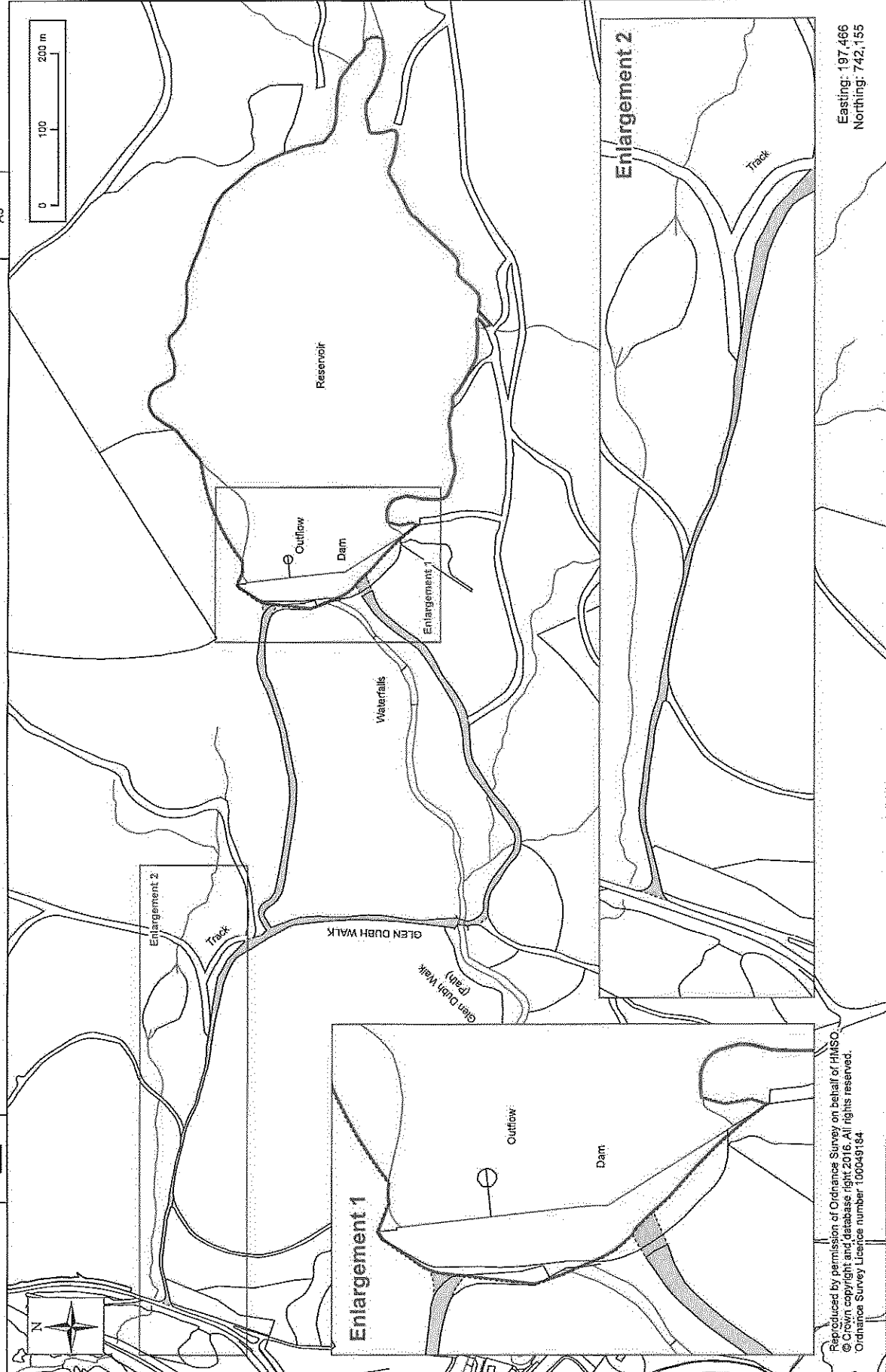
full name of above (print)

date of signing

place of signing

P2138259J.M
April 2016
1:5,000
A3

Land at Barcaldine, Oban



Easting: 197,466
Northing: 742,155

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