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CHWP000

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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--

02114161

Name of company

* JACINTA LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

Ø insert name(s) and
address(es) of all
the directors

I/We ~~Ø~~ Nigel Douglas Atkins, East Lodge, Elsham, North Lincolnshire DN20 0QY

Thorsteinn Már Baldvinsson, Bardstuni 7, 600 Akureyri, Iceland

Haraldur Gretarsson, Medemsand 21, 21762 Otterndorf, Germany

Diederik Parlevliet, Boulevard 48, 2225 AD Katwijk ZH, The Netherlands

Jan Cornelis van der Plas, Sportlaan 10, 2225 JN Katwijk ZH, The Netherlands

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a [recognised bank]~~ [licensed institution]† within the meaning of the Banking Act 1979§

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom§~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in
the ~~[company]~~ [company's holding company] J. Marr (Fishing)

Limited]†

The assistance is for the purpose of ~~[that acquisition]~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 1,945 Ordinary Shares of £10 each

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

Mackinnons
14 Carden Place
Aberdeen
AB10 1UR (DX AB 34)
GEJ UKF.1.4

For official Use (02/06)

General Section

Post room



The assistance is to be given to: (note 2) 1. UK Fisheries Limited, having its registered office at
The Orangery, Hesslewood Country Business Park, Ferriby Road, Hessle, East Yorkshire HU13 0LH
2. Samherji hf, having its registered office at Glerargata 13, IS-600 Akureyri, Iceland and 3. PP Groep
Katwijk BV, having its registered office at Voorschoterweg 31, 2235 SE Valkenburg, The Netherlands

Please do not
write in
this margin

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

The assistance will take the form of:

The Company entering into the following documents and performing the transactions contemplated thereby:-

- (a) Facility Agreement between the Borrowers (all as detailed in Part 1 of the Appendix hereto and including the Company) and Kaupthing Bank hf ("the Bank")
- (b) Working Capital Facility Letter between the Borrowers (including the Company) and the Bank;
- (c) Corporate Guarantee between Samherji hf, PP Groep Katwijk BV, the Borrowers (including the Company) and the Bank;
- (d) Debenture between the Company and the Bank;
- (e) Ships Mortgage between the Company and the Bank in relation to MFV "Farnella";
- (f) Deed of Covenant between the Bank and the Company in relation to MFV "Farnella".

The person who [has acquired][~~will acquire~~]† the share is:

† delete as
appropriate

UK Fisheries Limited, having its registered office at The Orangery, Hesslewood Country Business Park,
Ferriby Road, Hessle, East Yorkshire HU13 0LH

The principal terms on which the assistance will be given are:

Please see Part 2 of the Appendix hereto.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

* delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

~~(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]* (note 3)~~

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Katwijk (The Netherlands)

Declarants to sign below

Day Month Year
on 06 06 2006

before me Mr Cornelis VAN DER PLAS

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths



[Handwritten signatures of four declarants]

NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

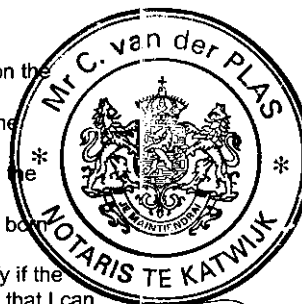
DX 235 Edinburgh

or LP-4 Edinburgh 2

Declared at Katwijk (The Netherlands) before me, Mr. Cornelis van der Plas, civil law notary according to Dutch law, practising at Katwijk (The Netherlands), on the 6th of June 2006.
Seen for legalisation the signatures of the four declarants:

1. Mr. Nigel Douglas ATKINS, living at East Lodge, Elsham, North Lincolnshire DN20 0QY, born on the 13th of February 1952 at *[illegible]*
2. Mr. Haraldus GREJARSSON, living at Medemsand 21, 21762 Otterndorf (Germany), born on the 11th of December 1960 at *[illegible]*
3. Mr. Diederik PARLEVLIET, living at 2225 AD Katwijk (The Netherlands), Boulevard 48, born on the 11th of March 1955 at Katwijk (The Netherlands);
4. Mr. Jan Cornelis VAN DER PLAS, living at 2225 BK Katwijk (The Netherlands), Emmaplein 21, born on the 24th of April 1954 at Katwijk (The Netherlands).

Copies of the passports of the four declarants have been attached to this declaration. I did not verify if the four mentioned persons are all managing directors of the company mentioned above, which means that I can not guarantee that they are authorized to represent and sign on behalf of the said company.



APPENDIX

JACINTA LIMITED

Company No. 02114161 ("the Company")

Form 155(6)a

**This is the Appendix to the statutory declaration in the Form 155(6)a
made by all of the directors of the Company on 6th June 2006**

Part 1

The Borrowers are defined in the Facility Agreement as the following companies all having their Registered Office at The Orangery, Hesslewood Country Business Park, Ferriby Road, Hessle, East Yorkshire HU13 0LH:

1. UK Fisheries Limited;
2. J. Marr (Fishing) Limited;
3. Marr Management Limited;
4. Armana Limited;
5. Jacinta Limited;
6. Lancella Limited;
7. Southella Limited;
8. Swanella Limited;
9. Thornella Limited;
10. Boyd Line Limited;
11. Lionman Limited;
12. Rayshore Limited.

Part 2

The principal terms on which the assistance will be given are:-

Facility Agreement

The Company assuming the joint and several liability with the other Borrowers (a) to repay to the Bank the term loan facility (including the interest accrued thereon) described in the Facility Agreement and (b) to implement the other obligations of the Borrowers in terms of the Facility Agreement (all as defined in the Facility Agreement).

Working Capital Facility Letter

The Company assuming the joint and several liability with the other Borrowers for the payment to the Bank of the Working Capital Facility (including the interest accrued thereon) made available by the Bank to the Borrowers (all as defined in the Working Capital Facility Letter).

Corporate Guarantee

The Company (a) unconditionally and irrevocably guaranteeing to the Bank the payment or discharge of the Secured Liabilities and on demand paying or discharging them to the Bank and (b) unconditionally and irrevocably agreeing to indemnify the Bank against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities or resulting from any of the Secured Liabilities becoming void, voidable, unenforceable or ineffective against any Principal (as all defined in the Corporate Guarantee).

Debenture

The Company covenanting to the Bank that it will on demand pay or discharge the Secured Liabilities when the same are due and payable and in security of that obligation, the Company charging and assigning to the Bank the estates, interests, rights and other assets of the Company referred to in the Debenture (all as defined in the Debenture).

Ships Mortgage

For the purpose of securing to the Bank the sums referred to in the Ship Mortgage, the Company mortgaging to the Bank 64/64 shares of which the Company is the owner in MFV "Farnella" (all as defined in the Ships Mortgage).

Deed of Covenant

By way of security for payment of the Outstanding Indebtedness and the performance of obligations under the Security Documents, the Company mortgaging and charging to the Bank all its rights, titles and interests in and to MFV "Farnella" and any attached Licences, and assigning to the Bank all its rights, titles and interests to and in the Earnings, Insurances and Requisition Compensation (all as defined in the Deed of Covenant).

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COMPANIES FORM No. 155(6)(a)

Declaration in relation to assistance for the acquisition of shares

155(6)a

CHWP000

Please complete this form in black ink.

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use
Company number
02114161

Name of company

Note

Please read the notes on page 2 of the form before completing this form.

* JACINTA LIMITED

Presented by
Name

I/We, Nigel Douglas Atkins, East Lodge, Eisham, North Lincolnshire DN26 3QY

Thorsteinn Már Baldvinsson, Bardstuni 7, 600 Akureyri, Iceland

Haraldur Gretarsson, Medemsand 21, 21762 Otterndorf, Germany

Diederik Parlevliet, Boulevard 48, 2225 AD Katwijk ZH, The Netherlands

Jan Cornelis van der Plas, Sportlaan 10, 2225 JN Katwijk ZH, The Netherlands

Signature

(the sole director) (a group of persons) of the above company, do hereby declare that

The business of the company is

(a) that of a [recognised bank] [licensed institution] within the meaning of the Banking Act 1977 or

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom or

(c) something other than the above

Company's authorised business

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] [company's holding company] - J. Mann (Fishing) Limited;

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition].

The number and class of the shares acquired or to be acquired is: 1,945 Ordinary Shares of £10 each

Presenter's name address and reference (if any)

Mackinnons
14 Garden Place
Aberdeen
AB10 1UR (DX AB 34)
GFER/0KE/14

For official use (02/06)
10/06/2006

Page 1

The assistance is to be given to (note 2): 1. UK Fisheries Limited, having its registered office at The Orangery, Hesslewood Country Business Park, Ferryby Road, Hessle, East Yorkshire HU13 0LH
2. Samherji hf. having its registered office at Glerargata 13, IS-600 Akureyri, Iceland; and 3. PP Groep, Katwijk BV, having its registered office at Voorschoterweg 31, 2235 SE Valkenburg, The Netherlands

Exhibit 2000-1
000001
00000000

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

The assistance will take the form of:

The Company entering into the following documents and performing the transactions contemplated thereby:-

- (a) Facility Agreement between the Borrowers (all as detailed in Part 1 of the Appendix hereto and including the Company) and Kaupthing Bank hf ("the Bank")
- (b) Working Capital Facility Letter between the Borrowers (including the Company) and the Bank
- (c) Corporate Guarantee between Samherji hf, PP Groep, Katwijk BV, the Borrowers (including the Company) and the Bank
- (d) Debenture between the Company and the Bank
- (e) Ships Mortgage between the Company and the Bank in relation to M/FV "Farmanat"
- (f) Deed of Covenant between the Bank and the Company in relation to M/FV "Farmanat"

The person who [has acquired][will acquire] the share is:

Exhibit 2000-1
000001
00000000

UK Fisheries Limited, having its registered office at The Orangery, Hesslewood Country Business Park, Ferryby Road, Hessle, East Yorkshire HU 13 0LH

The principal terms on which the assistance will be given are:

Please see Part 2 of the Appendix hereto.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 15 weeks of the date hereof

- Please do not write in this margin

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

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]" (note 3)

(b) [It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]" (note 3)

And I/we make this solemn declaration conscientiously believing the same to be true and in virtue of the provisions of the Statutory Declarations Act 1835

Declared at

Akureyri

Declarants to sign below

Torgil M. Baldur

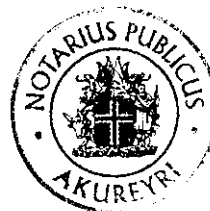
Day Month Year

on 06 06 2006

before me

Thorsteinn Arntsson

A Commissioner or Judge or Notary Public or Justice of the Peace or a Solicitor, or any other person authorised by the Commissioner for Oaths



NOTES

1. For the meaning of "person" (including "body" and "body corporate") and "discharging a liability" see section 1(2)(7) of the Companies Act 1985

2. Used for name(s) and address(es) of the person(s) to whom assistance is to be given. If recipient is a company the registered office address should be shown

3. Contingent and prospective liabilities of the company are to be taken into account to ensure compliance with Companies Act 1985

4. The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form

5. See address for assistance register at the Registrar of Companies - Valuations

6. Registrar of Companies
12, Colinton House
Colinton Way
Edinburgh
EH14 3LW

DX 235 Edinburgh

or L P-4 Edinburgh 2

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or L P-4 Edinburgh 2

APPENDIX

JACINTA LIMITED

Company No. 02114161 ("the Company")

Form 155(6)a

This is the Appendix to the statutory declaration in the Form 155(6)a
made by all of the directors of the Company on 6th June 2006

Part 1

The Borrowers are defined in the Facility Agreement as the following companies all having their Registered Office at The Orangery, Hesslewood Country Business Park, Ferriby Road, Hessle, East Yorkshire HU13 0LH:

1. UK Fisheries Limited;
2. J. Marr (Fishing) Limited;
3. Marr Management Limited;
4. Armana Limited;
5. Jacinta Limited;
6. Lancella Limited;
7. Southella Limited;
8. Swanella Limited;
9. Thornella Limited;
10. Boyd Line Limited;
11. Lionman Limited;
12. Rayshore Limited

Part 2

The principal terms on which the assistance will be given are:-

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The Company assuming the joint and several liability with the other Borrowers (a) to repay to the Bank the term loan facility (including the interest accrued thereon) described in the Facility Agreement and (b) to implement the other obligations of the Borrowers in terms of the Facility Agreement (all as defined in the Facility Agreement).

Working Capital Facility Letter

The Company assuming the joint and several liability with the other Borrowers for the payment to the Bank of the Working Capital Facility (including the interest accrued thereon) made available by the Bank to the Borrowers (all as defined in the Working Capital Facility Letter).

Corporate Guarantee

The Company (a) unconditionally and irrevocably guaranteeing to the Bank the payment or discharge of the Secured Liabilities and on demand paying or discharging them to the Bank and (b) unconditionally and irrevocably agreeing to indemnify the Bank against all costs, losses or liabilities resulting from the failure by any Principal to make due and punctual payment of the Secured Liabilities or resulting from any of the Secured Liabilities becoming void, voidable, unenforceable or ineffective against any Principal (as all defined in the Corporate Guarantee).

Debenture

The Company covenanting to the Bank that it will, on demand pay or discharge the Secured Liabilities when the same are due and payable and in security of that obligation the Company charging and assigning to the Bank the estates, interests, rights and other assets of the Company referred to in the Debenture (all as defined in the Debenture).

Ships Mortgage

For the purpose of securing to the Bank the sums referred to in the Ship Mortgage, the Company mortgaging to the Bank 64/64 shares of which the Company is the owner in MFV "Farnella" (all as defined in the Ships Mortgage).

Deed of Covenant

By way of security for payment of the Outstanding indebtedness and the performance of obligations under the Security Documents, the Company mortgaging and charging to the Bank all its rights, titles and interests in and to MFV "Farnella" and any attached Licences, and assigning to the Bank all its rights, titles and interests to and in the Earnings, Insurances and Requisition Compensation (all as defined in the Deed of Covenant).

AUDITORS' REPORT TO THE DIRECTORS OF JACINTA LIMITED PURSUANT TO SECTION 156(4)
OF THE COMPANIES ACT 1985


We have examined the attached statutory declaration of the directors dated 6 June 2006.

Basis of opinion

We have enquired into the state of the company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Haines Flowers
Chartered Accountants
Registered Auditors
7 Wright Street
HULL
East Yorkshire
HU2 8HU

Date: 6th JUNE 2006.