

# M

## COMPANIES FORM No 395

### Particulars of a mortgage or charge

120277/13

# 395

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

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

For Official use

Company Number

3

05301923

Name of Company

\*insert full name of company

SIF PRIME FOODS LIMITED (the "Company")

Date of creation of the charge

31 May 2007

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

Share Charge (the "Security Document") over the shares in Lyons Seafoods Limited dated 31 May 2007 between the Company and NATIXIS (the "Security Trustee", which expression includes its successors in title, permitted assignees and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Natixis, 115 rue Réamur, 75060 Paris Cedex 02, France

Postcode

Presenter's name address and reference (if any)

Linklaters LLP  
One Silk Street  
London EC2Y 8HQ  
Tel 020 7456 2000

Ref Thomas Ehrensberger

Time critical reference

For official Use  
Mortgage Section

Post room

MONDAY



LD2 \*L5YUQ87\* 460  
11/06/2007  
COMPANIES HOUSE

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write  
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Linklaters*

Date

*11 June 2007*

On behalf of mortgagee/chargee

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

**Note**

<sup>†</sup> Delete as appropriate

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

Companies House, Crown Way, Cardiff CF4 3UZ

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**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Documents as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Finance Party under or in connection with the Facility Agreement (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

**Short particulars of all the property mortgaged or charged****1 Equitable Charge**

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all its present and future Shares and Dividends

**Note (1):**

The Security Document provides that

**2 Security**

The Company shall not create or permit to subsist any Security over any Charged Asset

**3 Disposal**

The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except, in the case of Dividends, as permitted by clause 5.4 (*Dividends before enforcement*) of the Security Document

**4. Further Assurance**

The Company shall promptly upon receipt of written request do whatever the Security Trustee reasonably requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) following an Enforcement Event only to facilitate the realisation of the Charged assets or the exercise of any rights vested in the Security Trustee or any Delegate,

including executing any transfer, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

**Note (2):**

In this form, except to the extent that the context requires otherwise

**"Agent"** means NATIXIS as agent under the Facility Agreement

**"Ancillary Facility"** means an ancillary facility made available by an Ancillary Lender in accordance with Clause 7 (*Ancillary Facilities*) of the Facility Agreement

**"Ancillary Lender"** means a Lender which agrees to make available an Ancillary Facility in accordance with Clause 7 (*Ancillary Facilities*) of the Facility Agreement

**"Arranger"** means NATIXIS as arranger under the Facility Agreement

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Delegate"** means a delegate or sub-delegate appointed under clause 9.2 (*Delegation*) of the Security Document

**"Dividends"** means, in relation to any Share, all present and future

**Short particulars of all the property mortgaged or charged**

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share,
- (c) allotments, offers and rights accruing or offered in respect of that Share, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share

**"Enforcement Event"** means the giving of a notice by the Agent pursuant to clause 24 17 (*Acceleration*) of the Facility Agreement

**"Facility Agreement"** means the facility agreement dated 25 May 2007 between ALFESCA hf, NATIXIS and KAUPTHING BANK hf as Bookrunners, NATIXIS, KAUPTHING BANK hf, HSBC PLC and GLITNIR BANKI hf (whether acting individually or together) as Arranger, the Lenders named in that agreement, and NATIXIS as Agent and Security Agent

**"Finance Party"** means the Agent, the Security Agent, the Arranger, a Lender or an Ancillary Lender as defined in the Facility Agreement

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"Original Lenders"** means those entities named in Part II of Schedule 1 to the Facility Agreement, being Natixis, Kaupthing Bank hf, Glitnir Banki hf and HSBC Bank Plc

**"Party"** means a party to the Facility Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means NATIXIS as security agent under the Facility Agreement

**"Shares"** mean

- (a) all present and future shares in Lyons Seafoods Limited, including the shares issued and outstanding,
- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by the Company or (to the extent of the Company's interest) in which the Company now or in the future has an interest

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05301923

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 31st MAY 2007 AND CREATED BY SIF PRIME FOODS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JUNE 2007

*L. Angela*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES