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COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

Please do not
write in
this margin

Pursuant to section 410 and 466 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

3

SC513398

Name of company

* ORGANIC SEA HARVEST LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge (note 1)

22 February 2021

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Floating charge (the "Floating Charge")

Names of the persons entitled to the charge

CLYDESDALE BANK PLC, (trading as both Clydesdale Bank and Yorkshire Bank)

Short particulars of all the property charged

The whole of the property, assets and rights (including uncalled capital) which are or may from time to
time while the Floating Charge is in force be comprised in the property and undertaking of the
Company.

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

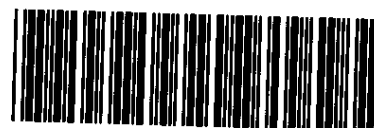
JARS/NIWA/CLY37.268
Brodies LLP
Brodies House
31 - 33 Union Grove
Aberdeen, AB10 6SD

For official use (02/06)

Charges Section

Post room

SATURDAY



SAEA5MYZ

SCT

02/10/2021

#82

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please see Paper Apart, Part 1.

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

Date(s) of execution of the instrument of alteration

Executed on 1, 3, 7 and 8 September 2021 and delivered on 22 September 2021.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

Until the irrevocable payment in full of the outstanding Senior Debt or the cancellation or expiry of any commitment to provide the Senior Debt, the Company will not (and the Subordinated Secured Parties will not require the Company to) create or permit to subsist any Security Interest over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than by the security conferred by the Subordinated Lenders' Floating Charge.

Until the irrevocable payment in full of the outstanding Senior Debt or the cancellation or expiry of any commitment to provide the Senior Debt, the Subordinated Secured Parties will not take, receive or permit to subsist any Security Interest or any guarantee (or other assurance against financial loss) for, or in respect of, any Subordinated Debt, other than in terms of the Subordinated Lenders' Floating Charge.

See Paper Apart, Part Two for defined terms.

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of allotment varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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in black type, or
bold block lettering*

Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provisions as to ranking contained in any of the Securities, the Securities and any sums secured by them shall rank in the following order of priority:-

(First) The Senior Lender's Standard Securities and the Senior Lender's Deed of Assignment (Insurance Policies) (and all sums secured or to be secured by the Senior Lender's Standard Securities and the Senior Lender's Deed of Assignment (Insurance Policies)) on the property and undertaking secured by the relevant Senior Lender's Standard Security and the Senior Lender's Deed of Assignment (Insurance Policies) and on the proceeds or any part of the proceeds in the event of a sale of the same to an unlimited extent;

(Second) The Senior Lender's Floating Charge (and all sums secured or to be secured by the Senior Lender's Floating Charge) on the property and undertaking secured by the Senior Lender's Floating Charge and on the proceeds or any part of the proceeds in the event of a sale of the same to an unlimited extent;

(Third) The Subordinated Lenders' Floating Charge (and all sums secured or to be secured by the Subordinated Lenders' Floating Charge) on the property and undertaking secured by the Subordinated Lenders' Floating Charge and on the proceeds or any part of the proceeds in the event of a sale of the same to the extent of all sums secured or to be secured by the Subordinated Lenders' Floating Charge.

See Paper Apart, Part Two for defined terms.

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

Signed N Wain Date 01 October 2021

On behalf of [company] [chargee] ☐

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. ☐ delete as appropriate
For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

THIS IS THE PAPER APART REFERRED TO IN THE FOREGOING FORM 466 (SCOT) IN RESPECT OF AN INSTRUMENT OF ALTERATION TO THE FLOATING CHARGE GRANTED BY ORGANIC SEA HARVEST LIMITED IN FAVOUR OF CLYDESDALE BANK PLC (TRADING AS BOTH CLYDESDALE BANK AND YORKSHIRE BANK) DATED 22 FEBRUARY 2021

PART ONE

Name and addresses of the persons who have executed the instrument of alteration

- (1) **ORGANIC SEA HARVEST LIMITED**, a company incorporated in Scotland with registered number SC513398 and having its registered office at 3 Kings House, The Green, Portree, Isle of Skye, Scotland, IV51 9BT (the "**Company**");
- (2) **CLYDESDALE BANK PLC**, (trading as both Clydesdale Bank and Yorkshire Bank) a company incorporated in Scotland with registered number SC001111 and having its registered office at 30 St Vincent Place, Glasgow, G1 2HL (the "**Senior Lender**");
- (3) (i) **ORGANIC SEA HARVEST HOLDINGS LIMITED**, a company incorporated in Scotland with registered number SC366612 and having its registered office at Saffrey Champness, Kintail House, Beechwood Park, Inverness, Scotland, IV2 3BW;
- (ii) **STONEHAVEN CONSULTING AG**, incorporated and registered in Switzerland whose registered office is at Gotthardstrasse, 46490 Andermatt, Switzerland; and
- (iii) **VILLA SEAFOOD INC**, incorporated and registered in Massachussets whose registered office is at 24 Shipyard Drive, Suite 201, Hingham, MA 02043, USA,
- (each a "**Subordinated Lender**" and together the "**Subordinated Lenders**"); and
- (4) **ORGANIC SEA HARVEST HOLDINGS LIMITED**, a company incorporated in Scotland with registered number SC366612 and having its registered office at Saffrey Champness, Kintail House, Beechwood Park, Inverness, Scotland, IV2 3BW as security trustee for and on behalf of the Subordinated Lenders (the "**Security Trustee**", and together with the Subordinated Lenders, the "**Subordinated Secured Parties**").

PART TWO

DEFINED TERMS

"**Securities**" means the Senior Lender's Securities and the Subordinated Lenders' Floating Charge.

"**Security Interest**" means a floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other agreement or arrangement securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Senior Debt" means all present and future sums (actual or contingent) payable or owing by the Company to the Senior Lender from time to time.

"Senior Lender's Deed of Assignment (Insurance Policies)" means the deed of assignment (insurance policies) granted by the Company in favour of the Senior Lender on 22 February 2021 and registered with the Registrar of Companies in Scotland on 2 March 2021.

"Senior Lender's Floating Charge" means the bond and floating charge granted by the Company in favour of the Senior Lender over the whole of the Company's property and undertaking, present and future, dated 22 February 2021 and registered with the Registrar of Companies in Scotland on 2 March 2021.

"Senior Lender's Securities" means the Senior Lender's Standard Securities, the Senior Lender's Deed of Assignment (Insurance Policies), the Senior Lender's Floating Charge and any other Security from time to time granted by the Company in favour of the Senior Lender in respect of the Senior Debt.

"Senior Lender's Standard Securities" means (i) the standard security granted by the Company in favour of the Senior Lender over the tenant's interest in the lease of a fish farm site at Culnacnoc, Isle of Skye, dated 3 March 2021, registered at the Land Register of Scotland on 5 March 2021 and registered with the Registrar of Companies in Scotland on 10 March 2021 and (ii) the standard security granted by the Company in favour of the Senior Lender over the tenant's interest in the lease of a fish farm site at Invertote, Isle of Skye, dated 3 March 2021, registered at the Land Register of Scotland on 5 March 2021 and registered with the Registrar of Companies in Scotland on 10 March 2021.

"Subordinated Debt" means all present and future sums (actual or contingent) payable or owing by the Company to the Subordinated Secured Parties.

"Subordinated Lenders' Floating Charge" means the floating charge granted by the Company in favour of the Security Trustee over the whole of the Company's property and undertaking, present and future, dated on or around the date of the instrument of alteration and to be registered with the Registrar of Companies in Scotland.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF AN ALTERATION TO A FLOATING CHARGE**

COMPANY NO. 513398
CHARGE CODE SC51 3398 0003

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 22 SEPTEMBER 2021 WERE
DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES
ACT 1985
ON 2 OCTOBER 2021

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 22
FEBRUARY 2021

BY ORGANIC SEA HARVEST LIMITED

IN FAVOUR OF
CLYDESDALE BANK PLC (TRADING AS BOTH CLYDESDALE
BANK AND YORKSHIRE BANK)

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 OCTOBER 2021



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

Stephens

BRODIES LLP
Solicitors

1 October 20 *21*

Ref: *CLY37.268*

22 September

2021

RANKING AGREEMENT

among

CLYDESDALE BANK PLC

ORGANIC SEA HARVEST LIMITED

ORGANIC SEA HARVEST HOLDINGS LIMITED

STONEHAVEN CONSULTING AG

and

VILLA SEAFOOD INC

**Brodies LLP
31 – 33 Union Grove
Aberdeen AB10 6SD
T: 01224 392 242
F: 01224 392 244
Ref: CLY0037.00268
2021**

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FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY) (SCOTLAND) ACT 2015
THIS RANKING AGREEMENT IS DELIVERED ON 22 September 2021

RANKING AGREEMENT

among

- (1) **ORGANIC SEA HARVEST LIMITED**, a company incorporated in Scotland with registered number SC513398 and having its registered office at 3 Kings House, The Green, Portree, Isle of Skye, Scotland, IV51 9BT (the "**Company**");
- (2) **CLYDESDALE BANK PLC**, (trading as both Clydesdale Bank and Yorkshire Bank) a company incorporated in Scotland with registered number SC001111 and having its registered office at 30 St Vincent Place, Glasgow, G1 2HL (the "**Senior Lender**");
- (3) (i) **ORGANIC SEA HARVEST HOLDINGS LIMITED**, a company incorporated in Scotland with registered number SC366612 and having its registered office at Saffrey Champness, Kintail House, Beechwood Park, Inverness, Scotland, IV2 3BW, (ii) **STONEHAVEN CONSULTING AG**, incorporated and registered in Switzerland whose registered office is at Schlossmühlestrasse 9 8500 Frauenfeld Switzerland, and (iii) **VILLA SEAFOOD INC**, incorporated and registered in Massachusetts whose registered office is at 24 Shipyard Drive, Suite 201, Hingham, MA 02043, USA (each a "**Subordinated Lender**" and together the "**Subordinated Lenders**"); and
- (4) **ORGANIC SEA HARVEST HOLDINGS LIMITED**, a company incorporated in Scotland with registered number SC366612 and having its registered office at Saffrey Champness, Kintail House, Beechwood Park, Inverness, Scotland, IV2 3BW as security trustee for and on behalf of the Subordinated Lenders (the "**Security Trustee**", and together with the Subordinated Lenders, the "**Subordinated Secured Parties**").

WHEREAS:

- A. The Company has granted the Securities (as defined in Clause 24).
- B. The Senior Lender, the Subordinated Secured Parties and the Company intend to regulate the ranking of each of the Securities and the debt secured by them in the manner set out below.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

1 Consent

The Senior Lender and the Subordinated Secured Parties for their respective right, title and interest consent to the constitution by the Company of the Securities.

2 Ranking

- 2.1 Notwithstanding the respective dates of creation or registration of the Securities or any of them or any provisions as to ranking contained in any of the Securities, the Securities and any sums secured by them shall rank in the following order of priority:-

- 2.1.1 (First) The Senior Lender's Standard Securities and the Senior Lender's Deed of Assignment (Insurance Policies) (and all sums secured or to be secured by the Senior Lender's Standard Securities and the Senior Lender's Deed of Assignment (Insurance Policies)) on the property and undertaking secured by the relevant Senior Lender's Standard Security and the Senior Lender's Deed of Assignment (Insurance Policies) and on the proceeds or any part of the proceeds in the event of a sale of the same to an unlimited extent;
 - 2.1.2 (Second) The Senior Lender's Floating Charge (and all sums secured or to be secured by the Senior Lender's Floating Charge) on the property and undertaking secured by the Senior Lender's Floating Charge and on the proceeds or any part of the proceeds in the event of a sale of the same to an unlimited extent;
 - 2.1.3 (Third) The Subordinated Lenders' Floating Charge (and all sums secured or to be secured by the Subordinated Lenders' Floating Charge) on the property and undertaking secured by the Subordinated Lenders' Floating Charge and on the proceeds or any part of the proceeds in the event of a sale of the same to the extent of all sums secured or to be secured by the Subordinated Lenders' Floating Charge;
- 2.2 If the Senior Lender agrees to release any of the assets of the Company from the Senior Lender's Securities (or any of them) the Security Trustee shall promptly execute such documents as may be required to enable those assets to be held by the Company (or any purchaser from the Company) free from the Subordinated Lenders' Floating Charge.
- 2.3 The Subordinated Secured Parties agree that documents of title to the property and assets secured by or pursuant to the Senior Lender's Securities shall be held by the Senior Lender and may be dealt with by the Senior Lender without reference to or consent of the Subordinated Secured Parties.
- 3 Company's undertakings**
- 3.1 Until the irrevocable payment in full of the outstanding Senior Debt or the cancellation or expiry of any commitment to provide the Senior Debt, the Company will not (and the Subordinated Secured Parties will not require the Company to):-
- 3.1.1 pay, repay, prepay, redeem, purchase or otherwise discharge or release any of the Subordinated Debt;
 - 3.1.2 create or permit to subsist any Security Interest over any of its assets for all or part of the Subordinated Debt or any guarantee (or other assurance against financial loss) for or in respect of all or any part of the Subordinated Debt, in either case other than by the security conferred by the Subordinated Lenders' Floating Charge;
 - 3.1.3 permit any company which is a member of the same group of companies as the Company, to purchase or acquire any of the Subordinated Debt;

- 3.1.4 amend any of the terms of any of the Subordinated Finance Documents or undertake any new facilities, loans or financial provision which would constitute Subordinated Debt from the Subordinated Lenders;
- 3.1.5 discharge any of the Subordinated Debt by set-off, counterclaim, retention or any right of combination of accounts *save only to the extent it may be required to do so or if the same occurs automatically by operation of law (but not, in either case, by reason of any contract or agreement); or*
- 3.1.6 take or omit to take any action whereby the ranking and/or subordination arrangements provided for in this Agreement in relation to the Subordinated Debt or any part thereof may be impaired or adversely affected.

4 Subordinated Lender's Undertakings

- 4.1 Until the irrevocable payment in full of the outstanding Senior Debt or the cancellation or expiry of any commitment to provide the Senior Debt, the Subordinated Secured Parties will not:-
 - 4.1.1 demand, sue for or accept payment, repayment, prepayment or any distribution in respect of, or on account of, any Subordinated Debt in cash or in kind or accelerate, declare payable on demand or enforce by execution or otherwise any principal, interest, cost or other sums in respect of the Subordinated Debt or part thereof;
 - 4.1.2 take, receive or permit to subsist any Security Interest or any guarantee (or other assurance against financial loss) for, or in respect of, any Subordinated Debt, other than in terms of the Subordinated Lenders' Floating Charge;
 - 4.1.3 amend, vary, waive or release any provision of the Subordinated Finance Documents or provide any new facilities, loans or financial provision which would constitute Subordinated Debt to the Company;
 - 4.1.4 exercise any right of set-off, counterclaim, retention or combination of accounts or lien or exercise or accept any transfer of rights, property or assets from the Company in satisfaction of the Subordinated Debt or part thereof;
 - 4.1.5 claim or rank as a creditor in the insolvency, winding-up, bankruptcy or liquidation of the Company, other than in accordance with Clause 7;
 - 4.1.6 be subrogated to any rights, security monies held, received or receivable by the Senior Lender or be entitled to any right of contribution in respect of any payment made or money received under the Senior Finance Documents;
 - 4.1.7 sell, transfer, assign or otherwise dispose of any of the Subordinated Debt;
 - 4.1.8 exercise any remedy for recovery of the Subordinated Debt, including by attachment, arrestment, execution, distress or otherwise;

- 4.1.9 take any steps with a view to:
- 4.1.9.1 any composition, assignment or arrangement with any creditor of the Company;
 - 4.1.9.2 exercising or enforcing any security right or rights against any guarantor in relation to, or in support of, all or any part of the Subordinated Debt (including, without limitation) under the Subordinated Finance Documents;
 - 4.1.9.3 the appointment of a receiver, administrator, administrative receiver, compulsory manager or liquidator in respect of the Company or any of its assets other than in accordance with Clause 5; or
 - 4.1.9.4 any event or procedure analogous to any of the foregoing in any jurisdiction;
- 4.1.10 apply for any order for specific performance in respect of the Company in relation to any of the Subordinated Debt;
- 4.1.11 accept payment of any sum in respect of any dividend or other distribution in respect of any of the shares of the Company;
- 4.1.12 take or omit to take any action whereby the ranking and/or subordination arrangements provided for in this Agreement in relation to the Subordinated Debt or any part thereof may be impaired or adversely affected.

- 4.2 Until the irrevocable payment in full of the outstanding Senior Debt or the cancellation or expiry of any commitment to provide the Senior Debt, the Subordinated Secured Parties will provide 7 days' written notice to the Senior Lender prior to making any application for conversion in accordance with Clause 7.2 of the Convertible Loan Agreement.

5 Enforcement

The Subordinated Secured Parties may not enforce the Subordinated Lenders' Floating Charge or accelerate the sums due thereunder, nor appoint a receiver or administrator of the Company's property and undertaking or petition or take any steps which may lead to any resolution or order being made in connection with the winding up of the Company for so long as any part of the Senior Debt is outstanding, without the prior written consent of the Senior Lender.

6 Release of Security and Consents

- 6.1 If any assets of the Company are being sold pursuant to a power of sale or otherwise in terms of the Senior Lender's Securities at a time when a default under the Senior Finance Documents is continuing, the Subordinated Secured Parties shall on the written request of the Senior Lender (in favour of the Senior Lender and the Company) provide a consent in writing to the sale and release of the assets which are the subject of the sale from the security constituted by the Subordinated Lenders' Floating Charge.

- 6.2 The Subordinated Secured Parties undertake to do such things and execute all such documents as the Senior Lender may reasonably require to give effect to Clause 6.1

7 Subordination on Insolvency

- 7.1 If an Insolvency Event occurs in respect of the Company before the Senior Debt is irrevocably paid in full then:-
- 7.1.1 the Subordinated Debt will be postponed and subordinated to the Senior Debt and (if required by the Senior Lender but not otherwise) the Subordinated Secured Parties will file any proof or other claim necessary for the recovery of the Subordinated Debt;
- 7.1.2 any payment or distribution of any kind or character and all and any rights in respect of such payment or distribution, whether in cash, securities or other property, which is payable or deliverable upon or with respect to all or part of the Subordinated Debt by a liquidator, administrator, administrative receiver or receiver (or equivalent) of the Company or its estate made or paid to or received by the Subordinated Secured Parties or to which the Subordinated Secured Parties are entitled, will be held in trust by the relevant Subordinated Secured Parties for the Senior Lender and will immediately be paid or transferred or assigned to the Senior Lender; and
- 7.1.3 if the trust referred to in Clause 7.1.2 fails or cannot be given effect to, the Subordinated Secured Parties (and any agent or trustee on its behalf) will pay an amount equal to such payment or distribution to the Senior Lender.
- 7.2 The Subordinated Secured Parties irrevocably authorise the Senior Lender to demand, sue and prove for, collect and receive every payment or distribution referred to in Clause 7.1 and discharge liability therefor and to file claims and take such other proceedings, in the name of the Senior Lender or in the name of the Subordinated Secured Parties or otherwise, as the Senior Lender may deem necessary or advisable for the enforcement of this Agreement.
- 7.3 The Subordinated Secured Parties will execute and deliver to the Senior Lender such powers of attorney, assignments or other instruments as may be requested by the Senior Lender to enable the Senior Lender to enforce any claims upon or with respect to all or part of the Subordinated Debt, and to collect and receive any payments or distributions which may be payable or deliverable at any time upon or with respect to all or part of the Subordinated Debt.
- 7.4 The liquidator or other insolvency representative or trustee of the Company or its estate is authorised by the Subordinated Secured Parties to apply any assets or monies received by him in accordance with the terms of this Agreement.
- 7.5 If any of the Subordinated Debt is discharged by way of set-off, retention, counterclaim or combination of accounts, the Subordinated Secured Parties will immediately pay an amount equal to the amount discharged to the Senior Lender.

8 Contravention

8.1 If at any time prior to the irrevocable payment in full of the Senior Debt:

- 8.1.1 the Subordinated Secured Parties receive or recover a payment or distribution of any kind whatsoever in respect of or on account of any Subordinated Debt;
- 8.1.2 the Company makes any payment or distribution of any kind whatsoever in respect of, or on account of the purchase or other acquisition of, any Subordinated Debt;
- 8.1.3 all or any of the Subordinated Debt is discharged by set-off, combination of accounts or otherwise,

the Subordinated Secured Parties will promptly pay all such amounts or distributions to the Senior Lender for application in the order set out in Clause 10 of this Agreement after deducting the costs, liabilities and expenses (if any) reasonably incurred in recovering or receiving such payment or distribution and, pending such payment, will hold these amounts and distributions on trust (or otherwise separated from its assets) and on behalf of the Senior Lender.

8.2 The Subordinated Debt will, as between the Company and the Subordinated Secured Parties, be deemed not to have been reduced or discharged to the extent of any payment or distribution to the Senior Lender under Clause 8.1.

9 New Money

9.1 The Subordinated Lenders agree that the Senior Debt may be refinanced and/or that its terms may be amended or restated and that any amounts borrowed or obligations incurred by the Company in refinancing the Senior Debt (whether or not the amount of such Senior Debt is greater than the amount made available at the date of this Agreement) will be Senior Debt within the meaning of this Agreement and will rank in priority to the Subordinated Debt on the terms set out in this Agreement. Without limit to the generality of the foregoing, all amounts made available by the Senior Lender to the Company from time to time by way of an overdraft facility (howsoever described) will be Senior Debt within the meaning of this Agreement.

9.2 The Subordinated Lenders agree that the Senior Lender may, at its discretion, make further advances to the Company and each such advance will be deemed to constitute Senior Debt for the purposes of this Agreement.

10 Application of Monies

10.1 All monies received by the Senior Lender under or by virtue of the Senior Lender's Securities following enforcement thereof shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Senior Lender hereunder, in the following order:-

- 10.1.1 in or towards payment of all costs, charges and expenses of or incidental to the enforcement of the Senior Lender's Securities;

10.1.2 in or towards satisfaction of the Senior Debt in such order as the Senior Lender may from time to time require; and

10.1.3 any surplus shall be paid to the Company (or any other person) entitled to such surplus.

10.2 The Company and the Senior Lender agree that nothing contained in this Agreement shall limit the right of the Senior Lender, if and for so long as the Senior Lender (in its discretion) shall consider it appropriate, to place all or any money arising from the enforcement of the Senior Lender's Securities into a suspense account, without any obligation to apply the same or any part of such money in or towards the discharge of any of the Senior Debt.

10.3 The Senior Lender may apply any monies received by it to any liability in respect of the Senior Debt in such order or manner as it may determine.

11 Alteration of securities

11.1 The Senior Lender's Floating Charge and the Subordinated Lenders' Floating Charge are varied to the extent specified in this Agreement and this Agreement so far as affecting the Senior Lender's Floating Charge and the Subordinated Lenders' Floating Charge shall be construed and receive effect as an Instrument of Alteration within the meaning of Section 466 of the Companies Act 1985.

11.2 The Senior Lender's Standard Securities are varied to the extent specified in this Agreement and this Agreement so far as affecting the Senior Lender's Standard Securities shall be construed and receive effect as variations of each of the said Standard Securities within the meaning of Section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

11.3 The Security Trustee confirms and undertakes to the Senior Lender that it will within 21 days of the date of this Agreement register the required details of this Agreement at Companies House.

12 Exclusion of legal rules

12.1 Notwithstanding the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970 or any rule of law which might operate to the contrary effect, the provisions of Clause 2.1 as to priority and ranking of the Securities shall be valid and effective irrespective of the dates or times at which the Securities were executed or constituted or registered and irrespective of the dates on which sums have been or may be advanced to or otherwise drawn by the Company, none of the other parties to this Agreement having any concern with the composition of or fluctuations in the sums due to the Subordinated Secured Parties or the Senior Lender.

12.2 Subject to the terms of this Agreement, the Securities shall rank as continuing security for the payment and discharge of all the liabilities and obligations the payment and/or discharge of which are secured by them. The Securities shall not be affected by any fluctuation in the Senior Debt or by the existence at any time of a credit balance of any account of the Company with the Senior Lender.

- 12.3 The Subordinated Secured Parties will not in any way or at any time be subrogated to any of the rights of the Senior Lender whether by way of security, guarantee or otherwise.

13 Preferential payments

The provisions set out in this Agreement as to ranking shall not prejudice the right of the Senior Lender or any Subordinated Secured Party to receive payments to which a preference attaches in terms of Section 59, 175, 386 and Schedule 6 to the Insolvency Act 1986 or any other applicable legislation.

14 Assignment

- 14.1 The Subordinated Secured Parties shall not assign or otherwise transfer or dispose of the rights, obligations or benefits of the Subordinated Debt, the Subordinated Finance Documents or this Agreement or agree to do so unless the proposed assignee or transferee has undertaken to the Senior Lender and the Company to be bound by the terms of this Agreement and to enter into all necessary documentation to give effect to the terms of this Agreement.

- 14.2 The Senior Lender may assign or otherwise transfer the whole or any part of the rights, obligations or benefits under this Agreement to any person to whom all or a corresponding part of its rights, obligations or benefits under the Senior Finance Documents or the Senior Lender's Securities (or any of them) are assigned or transferred.

15 Warranties

Each of the Subordinated Secured Parties represents and warrants to the Senior Lender that

- 15.1 it is a limited liability corporation, duly incorporated and validly existing in the jurisdiction under whose laws that Subordinated Secured Party is incorporated or organised, and has the power to own its assets and carry on its business;
- 15.2 The choice of governing law of this Agreement will be recognised and enforced in the jurisdiction under whose laws that Subordinated Secured Party is incorporated or organised;
- 15.3 Any judgment obtained in relation to this Agreement will be recognised and enforced in the jurisdiction under whose laws that Subordinated Secured Party is incorporated or organised;
- 15.4 this Agreement:
- 15.4.1 is within its power and has been duly authorised by it;
 - 15.4.2 constitutes its legal, valid and binding obligations; and
 - 15.4.3 does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this Agreement; and

- 15.5 there is no Subordinated Debt outstanding other than as set out in the Convertible Loan Agreement as at the date of this Agreement.

16 Disclosure of information

During the joint continuance of (1) the Senior Lender's Securities or any of them and (2) the Subordinated Lenders' Floating Charge or any of them, the Subordinated Secured Parties and the Senior Lender shall be at liberty from time to time to disclose to each other information concerning the Company and its affairs in such manner and to such extent as the Senior Lender and the Subordinated Secured Parties shall from time to time desire and agree.

17 Compensation

As between the Senior Lender and the Subordinated Lenders, it is agreed that in the event of this Agreement being regarded by a receiver, administrator or liquidator of the Company or any of them as failing to bind him or them in the distribution of the proceeds of sale of the assets of the Company, or any of them, the Senior Lender and the Subordinated Lenders will compensate each other *inter se* to the effect that in so far as the refusal of the receiver, administrator or liquidator to be bound by these presents shall cause prejudice to the Senior Lender or the Subordinated Lenders each will compensate the other to the extent to which either may be *lucratus* by such prejudice but no further.

18 Waiver of defences

- 18.1 The ranking and subordination provisions in this Agreement constitute a continuing ranking/subordination for the benefit of the ultimate balance of the Senior Debt, notwithstanding any intermediate payment or discharge in whole or in part.
- 18.2 The ranking and subordination provisions in this Agreement and the obligations of the Subordinated Secured Parties under it shall not be affected by any act, omission or circumstances which but for this provision might operate to release the Subordinated Secured Parties from its obligations either in whole or in part, including:
- 18.2.1 any time, indulgence or waiver granted to, or composition with the Company or any other person;
 - 18.2.2 any termination, amendment, supplement, restatement, novation or replacement of the Senior Finance Documents or any of the Senior Lender's Securities;
 - 18.2.3 any unenforceability, illegality, invalidity or frustration of any obligation of the Company to the Senior Lender under the Senior Finance Documents or any of the Senior Lender's Securities or otherwise;
 - 18.2.4 any amendment to or variation of the terms of the Senior Finance Documents, any of the Senior Lender's Securities or any other document.

- 18.3 The Senior Lender shall be under no obligation to demand payment from or raise any proceedings or enforce any Security Interest or other rights or claims against any person before relying on the provisions of this Agreement.

19 Severability

Each of the provisions in this Agreement 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, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

20 Waiver

No failure on the part of the Senior Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Agreement 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 Agreement are cumulative and not exclusive of any right or remedies provided by law.

21 Notices

- 21.1 Any communication to be made under or in connection with this Agreement shall be made (in English) in writing and, unless otherwise stated, may be made by fax or letter.
- 21.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Senior Lender, the Subordinated Secured Parties and the Company for any communication or document to be made or delivered under or in connection with this Agreement is:
- 21.2.1 Senior Lender:
Address: 30 St Vincent Place, Glasgow, G1 2HL
For the attention of: Andrew Tait
- 21.2.2 Subordinated Secured Parties:
Address: Saffery Champness, Kintail House, Beechwood Park, Inverness, Scotland, IV2 3BW
For the attention of: Hugh Drever
- 21.2.3 Company:
Address: 3 Kings House, The Green, Portree, Isle of Skye, Scotland, IV51 9BT
For the attention of: Ove Thu
- 21.3 Any notice or other communication given to a party shall be deemed to have been received:-
- 21.3.1 if sent by facsimile, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
- 21.3.2 in the case of a written notice given by hand, on the day of actual delivery; and

21.3.3 if posted, on the second Business Day following the day on which it was despatched by first class mail postage prepared following the date of despatch by prepaid first class postage,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day.

22 Currency conversion

For the purpose of calculating any sums outstanding to the Senior Lender or the Subordinated Secured Parties any amount so outstanding which is expressed in a currency other than Sterling shall be converted from such currency into its Sterling Equivalent on the first Business Day immediately after the date on which such sums become payable to the Senior Lender or the Subordinated Secured Parties.

23 Expenses

All fees and expenses of the Senior Lender and the Subordinated Secured Parties in connection with the preparation, execution and enforcement of this Agreement shall be promptly paid by the Company upon receipt of an invoice.

24 Definitions

24.1 In this Agreement:-

24.1.1 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

24.1.2 **"Convertible Loan Agreement"** means the convertible loan facility agreement between the Subordinated Lenders and the Company dated on or around the date of this Agreement,

24.1.3 **"Insolvency Event"** means:

24.1.3.1 an application, notice, resolution or order is made or given for or in connection with the winding up, liquidation, dissolution, administration or reorganisation of the Company;

24.1.3.2 the Company becomes subject to any insolvency, reorganisation, receivership (whether relating to all or some only of its assets), liquidation, dissolution or other similar proceedings, whether voluntary or involuntary;

24.1.3.3 the Company assigns all or any of its assets for the benefit of its creditors generally (or any class thereof) or enters into any composition or arrangement with its creditors generally or any arrangement is ordered or declared by a court of competent jurisdiction whereby all or any of its affairs and/or assets are submitted to the control of, or are protected from, its creditors; or

- 24.1.3.4 the Company becomes subject to any distribution of its assets in consequence of insolvency, reorganisation, liquidation, dissolution or administration.
- 24.1.4 **"Securities"** means the Senior Lender's Securities and the Subordinated Lenders' Floating Charge.
- 24.1.5 **"Security Interest"** means a floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other agreement or arrangement securing any obligation of any person or any other agreement or arrangement having a similar effect.
- 24.1.6 **"Senior Debt"** means all present and future sums (actual or contingent) payable or owing by the Company to the Senior Lender from time to time.
- 24.1.7 **"Senior Finance Documents"** means all and any agreements between the Senior Lender and the Company from time to time which sets out the terms of any Senior Debt (as amended, restated, modified or supplemented from time to time).
- 24.1.8 **"Senior Lender's Deed of Assignment (Insurance Policies)"** means the deed of assignment (insurance policies) granted by the Company in favour of the Senior Lender on 22 February 2021 and registered with the Registrar of Companies in Scotland on 2 March 2021.
- 24.1.9 **"Senior Lender's Floating Charge"** means the bond and floating charge granted by the Company in favour of the Senior Lender over the whole of the Company's property and undertaking, present and future, dated 22 February 2021 and registered with the Registrar of Companies in Scotland on 2 March 2021.
- 24.1.10 **"Senior Lender's Securities"** means the Senior Lender's Standard Securities, the Senior Lender's Deed of Assignment (Insurance Policies), the Senior Lender's Floating Charge and any other Security from time to time granted by the Company in favour of the Senior Lender in respect of the Senior Debt.
- 24.1.11 **"Senior Lender's Standard Securities"** means (i) the standard security granted by the Company in favour of the Senior Lender over the tenant's interest in the lease of a fish farm site at Culnacnoc, Isle of Skye, dated 3 March 2021, registered at the Land Register of Scotland on 5 March 2021 and registered with the Registrar of Companies in Scotland on 10 March 2021 and (ii) the standard security granted by the Company in favour of the Senior Lender over the tenant's interest in the lease of a fish farm site at Invertote, Isle of Skye, dated 3 March 2021, registered at the Land Register of Scotland on 5 March 2021 and registered with the Registrar of Companies in Scotland on 10 March 2021.
- 24.1.12 **"Subordinated Debt"** means all present and future sums (actual or contingent) payable or owing by the Company to the Subordinated Secured Parties.

24.1.13 **"Subordinated Finance Documents"** means (i) the Convertible Loan Agreement, and (ii) any other facility agreement entered into between the Company and the Subordinated Secured Parties with the prior written consent of the Senior Lender from time to time.

24.1.14 **"Subordinated Lenders' Floating Charge"** means the floating charge granted by the Company in favour of the Security Trustee over the whole of the Company's property and undertaking, present and future, dated on or around the date of this Agreement and to be registered with the Registrar of Companies in Scotland.

25 Interpretation

25.1 Unless otherwise indicated any reference in this Agreement to:

25.1.1 a **"fixed security"** shall be construed as a reference to a fixed security as defined by Section 486 of the Companies Act 1985;

25.1.2 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);

25.1.3 any person shall include that persons successor in title, permitted assignees or permitted transferees;

25.1.4 a provision of law is a reference to that provision as extended, applied, amended or re enacted and includes any subordinate legislation;

25.1.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

25.1.6 a clause heading is a reference to a clause or sub-clause of this Agreement and is for ease of reference only;

25.1.7 this Agreement (and any provisions of it) or any other document referred to in this Agreement shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

26 Counterparts

26.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

26.2 If executed in counterparts:

26.2.1 this Agreement shall not take effect until both of the counterparts have been delivered;

26.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and

26.2.3 the agreed date will be inserted on page 1 of this Agreement.

26.3 The parties hereby authorise each other or their agents to insert the date of delivery at page 1 of Agreement.

26.4 The parties to this Agreement, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "Counterparts Act"), nominate Brodies LLP to take delivery of all counterparts of this Agreement. The Parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Agreement.

27 Third Party Rights

This Agreement does not confer on any person other than the parties any right to enforce or otherwise invoke any term of this Agreement under the Contract (Third Party Rights) (Scotland) Act 2017 (but this does not affect any right or remedy of any person which exists or is available apart from that Act).

28 Governing law

This Agreement shall be governed by and construed in accordance with the law of Scotland and each of the parties to this Agreement prorges and accepts the jurisdiction of the Court of Session in Scotland.

29 Consent to registration

The parties to this Agreement consent to the registration of this Agreement for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 13 pages are executed as follows:

For **Organic Sea Harvest Limited**

signature of
director/secretary/authorised signatory/witness

RANDI SOLEM
full name of above (print)

address of witness

Signature of
Director/secretary/authorised signatory

OVE THU
full name of above (print)

03.09.21
Date of signing

AALESUND - NORWAY
Place of signing

[REDACTED]

[REDACTED]

[REDACTED]

For Clydesdale Bank PLC

signature of
attorney/authorised signatory/witness

AIMEE BEGG
full name of above (print)

address of witness

Signature of
Attorney/authorised signatory

ANDREW TAIT
full name of above (print)

1 / 9 / 21
Date of signing

BROOKES LLP, Aberdeen
Place of signing

For Organic Sea Harvest Holdings Limited (for itself and in its capacity as trustee for and on behalf of the Subordinated Secured Parties)

signature of
director/secretary/authorised signatory/witness

JFM Remmerswaal
full name of above (print)

address of witness

Signature of
Director/secretary/authorised signatory

E J KRUIS
full name of above (print)

September 7, 2021
Date of signing

Rotterdam
Place of signing

For Stonehaven Consulting AG

signature of
director/ authorised signatory/witness

full name of above (print)

address of witness

Signature of
Director/ authorised signatory

full name of above (print)

Date of signing

Place of signing

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

For Clydesdale Bank PLC

signature of
attorney/authorised signatory/witnessSignature of
Attorney/authorised signatory

full name of above (print)

full name of above (print)

Date of signing

address of witness

Place of signing

For Organic Sea Harvest Holdings Limited (for itself and in its capacity as trustee for and on behalf of the Subordinated Secured Parties)

signature of
director/secretary/authorised signatory/witnessSignature of
Director/secretary/authorised signatory

full name of above (print)

full name of above (print)

Date of signing

address of witness

Place of signing

For Stonehaven Consulting AG

signature of
director/authorised signatory/witnessSignature of
Director/authorised signatoryYaniv Levy
full name of above (print)Jürc BAGGENSTOSS
full name of above (print)8th Sep 2021
Date of signing

address of witness

Frankenfeld
Place of signing

[REDACTED]

[REDACTED]

[REDACTED]

For Villa Seafood, Inc.

signature of
director/authorised signatory/witness

Joseph MARA

full name of above (print)

address of witness

Signature of
Director/authorised signatory

GEIR MYKLEBUST

full name of above (print)

September 3, 2021

Date of signing

Villa Seafood, Inc. Boston, MA

Place of signing

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]