

Security Agreement

relating to
Mortgage Notes

26 February 2020

between

HEIMON KALA OY
as Pledgor

and

PRF COLLATERAL AGENT OÜ
as Collateral Agent

HANNES SNELLMAN

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This Agreement (the “**Agreement**”) is entered into on 26 February 2020 by and between:

- (1) **HEIMON KALA OY**, a limited liability company existing under the laws of Finland with business identity code 0426956-8 (the “**Pledgor**”); and
- (2) **PRF COLLATERAL AGENT OÜ**, a company existing under the laws of Estonia with registry code 14880068, on its own behalf and in its capacity as Collateral Agent (as defined below) acting for the benefit and in the interests of the Noteholders (as defined below).

The Parties enter into this Agreement in connection with the issue by the Issuer of the EUR 11,000,000 secured notes, which is dated on or about the date of this Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement:

“**Business Day**” means a day, other than a Saturday or a Sunday, on which the banks are open for general business in Helsinki and Tallinn.

“**Collateral Agent**” means PRF Collateral Agent OÜ in its capacity as collateral agent acting for the benefit and in the interests of the Noteholders in accordance with the Terms, and shall include any successors and assignees in such capacity and all references to the Collateral Agent are construed as references to the same acting in such capacity for the benefit and in the interests of the Noteholders.

“**Enforcement Event**” means the event when all conditions set out in Section 10.1 (*Enforcement of the Collateral*) of the Terms have been satisfied (i.e. the Collateral Agent has become obliged to enforce the Security pursuant to the Terms).

“**Existing Mortgage Notes**” means the existing mortgage notes registered on the Property as specified in the third column of Schedule 1 with details specified in Schedule 1.

“**First Ranking Lenders**” means the Priority Ranking Lender(s) and Finnish Customs.

“**First Ranking Security**” means the security created in favour of the First Ranking Lenders over the Existing Mortgage Notes.

“**Issuer**” means AS PRFoods, a public limited liability company established and existing under the laws of Estonia with registry code 11560713.

“**Legal Reservations**” means the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, and other laws generally affecting the rights of creditors, defences of set-off or counterclaim and similar principles, the time barring of claims and further qualifications as to matters of law.

“**Mortgage Notes**” means the Existing Mortgage Notes and the New Mortgage Note with duly registered mortgages established or to be established on the Property as specified in Schedule 1 and in accordance with Clause 3 of this Agreement.

“**New Mortgage Note**” means the new mortgage note to be registered on the Property as specified in the fourth column of Schedule 1 with details specified in Schedule 1.

“**NLS**” means the National Land Survey of Finland (Fin: *maanmittauslaitos*).

“**Note**” shall have the meaning ascribed to this term in the Terms.

“**Noteholder**” shall have the meaning ascribed to this term in the Terms.

“**Note Documents**” shall have the meaning ascribed to this term in the Terms.

“**Parent**” means the Pledgor’s parent company AS Saaremere Kala, a limited liability company existing under the laws of Estonia with a business identity code 11310040.

“**Party**” means a party to this Agreement.

“**Priority Ranking Financing**” means loan facilities made available to the Issuer’s group companies under (i) an investment loan agreement by and between the Parent as borrower and AS SEB Pank as lender dated 19 July 2017, its respective annexes, amendments and documents related thereto and (ii) an overdraft loan agreement by and between the Parent as borrower and AS SEB Pank as lender dated 6 September 2016, its respective annexes, amendments and documents related thereto and/or (iii) any other loan or credit agreement entered into with any credit institution (a “**Refinancing Lender**”) to refinance any part of the loan facilities referred to above (other than as refinanced for the account of the proceeds from the Notes) (“**Permitted Refinancing**”).

“**Priority Ranking Lender(s)**” means AS SEB Pank or any other credit institution that makes available the Priority Ranking Financing to the Issuer’s group companies.

“**Property**” means the property as specified in Schedule 1 and, where the context so requires, includes the buildings and constructions as well as furnishings, fixtures, fittings, and appurtenances (Fin: *ainesosat ja tarpeisto*) on the Property.

“**Secured Obligations**” means any and all present and future payment obligations and liabilities (whether actual or contingent or whether owed jointly and severally or in any other capacity) owed by the Issuer to the Noteholders or any of them or to the Collateral Agent from time to time under the Terms, as well as under the final terms of the Notes, this Agreement and other collateral agreements and the collateral agent agreement entered into in accordance with the Terms, including but not limited to the obligations arising from the Notes and the parallel debt undertaking set out in Section 4.3 of the Terms.

“**Security**” means the security interest created pursuant to this Agreement.

“**Security Assets**” means the Mortgage Notes together with all statutory rights and interest in and relating to the Property and in each case, unless otherwise expressly stated in this Agreement, include, (without limitation) any yield deriving from any part of the Security Assets, the exclusive right to demand and receive all moneys whatsoever payable to or for the Pledgor’s benefit under or arising from any part of the Security Assets as well as any other assets of the Pledgor, which either as substitute (Fin: *surrogaatti*) or otherwise are, from time to time, the subject of the Security.

“**Security Period**” means the period beginning on the date of this Agreement and ending on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full (subject to Clause 6.5).

“**Senior Secured Obligations**” means the obligations and liabilities owing to the Priority Ranking Lender(s) by the Pledgor and/or Issuer’s group companies under the Priority Ranking Financing as well as the obligations and liabilities owing to Finnish Customs by the Pledgor and/or Issuer’s group companies that are secured by the First Ranking Security.

“**Terms**” means the AS PRFoods Terms and Conditions of Secured Note Issue dated 14 January 2020 and as amended on 25 February 2020.

1.2 Construction

In this Agreement, unless contrary intention appears, references to:

- (a) a law or a provision thereof is a reference to the same as extended, applied, amended or re-enacted from time to time and includes any subordinate legislation;
- (b) words denoting the singular number shall include the plural and vice versa;
- (c) a person includes its successors, transferees, and assignees;
- (d) any document, agreement, or other instrument is a reference to that document, agreement, or other instrument as, from time to time, amended, varied, restated, replaced, or supplemented, including without limitation, (i) any increase or reduction in any amount made available thereunder or any alteration of or addition to the purposes for which any such amount, or increased amount, may be used, (ii) any facility provided in substitution of or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder, whether in isolation or in connection with any of the foregoing, and (iv) any combination of any of the foregoing;
- (e) headings are inserted for convenience only and are to be ignored in construing this Agreement and, unless otherwise specified, all references to Clauses are to the clauses of this Agreement and all references to Schedules are references to the schedules of this Agreement;
- (f) references to the Security Assets include, where the context so requires, references to all or any of the constituent parts thereof; and
- (g) references to such terms as “this Agreement”, “hereunder”, “herein” and “hereby” shall, where the context so requires, be construed as including references to any supplemental agreement.

Capitalised terms defined in the Terms have the same meanings when used in this Agreement unless otherwise defined in this Agreement.

This Agreement is entered into subject to, and with the benefit of, the Terms. Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the Terms will prevail if there is a conflict between the terms of this Agreement and the Terms.

2 PLEDGE AND GRANT OF SECURITY

- 2.1 The Pledgor, as security for the timely and complete payment, performance and discharge by the Issuer of the Secured Obligations, hereby irrevocably and unconditionally on the terms and conditions set out herein pledges (i) with first priority ranking (Fin: *ensipantti*) to the Collateral Agent acting for the benefit and in the interests of the Noteholders absolutely all rights, title, benefit and interest, present and future, in and relating to the New Mortgage Note; and (ii) with second ranking priority (Fin: *jälkipantti*), i.e. ranking immediately behind the First Ranking Security (Fin: *ensipantti*) created in favour of the First Ranking Lenders, to the Collateral Agent acting for the benefit and in the interests of the Noteholders absolutely all rights, title, benefit and interest, present and future, in and relating to the Existing Mortgage Notes.
- 2.2 The Collateral Agent shall represent the Noteholders in all matters in relation to this Agreement and the Security granted to the Collateral Agent acting for the benefit and in the interests of the Noteholders hereunder. In accordance with the Terms, the Collateral Agent shall be entitled to enforce the Noteholders’ rights, to give and receive notices on behalf of the

Noteholders and to receive payments on behalf of the Noteholders, and the Pledgor shall only be obliged to communicate with the Collateral Agent.

- 2.3 To the extent expressly permitted under the Terms, the Collateral Agent may (a) delegate to third person(s) its rights, powers and discretions under this Agreement and (b) employ agents, advisers and others for the purposes set out in this Agreement, provided that in each such case it does so in accordance with the Terms and collateral agent agreement entered into with the Issuer in connection with the Terms and uses reasonable care in selecting such delegate.
- 2.4 Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, the obligations of the Pledgor shall not extend to any liability to the extent that this would (i) constitute unlawful financial assistance within the meaning of Section 10 of Chapter 13 of the Companies Act (Fin: *osakeyhtiölaki*, statute 624/2006, as amended), (ii) constitute unlawful distribution within the meaning of Section 1 of Chapter 13 of the Companies Act or (iii) otherwise constitute a violation of applicable mandatory provisions of Finnish corporate law.
- 2.5 Notwithstanding anything to the contrary in this Agreement, the Collateral Agent confirms to the Pledgor and approves that the Existing Mortgage Notes pledged with the first priority ranking in favour of AS SEB Pank in its capacity as Priority Ranking Lender as at the date of this Agreement (the “**Existing Priority Ranking Lender**”) may be pledged ranking before of the Security to a Refinancing Lender in connection with the Permitted Refinancing, and the Collateral Agent undertakes to instruct such an Existing Priority Ranking Lender to register such a Refinancing Lender as the registered recipient of the relevant Existing Mortgage Note instead of itself.

3 PERFECTION OF SECURITY

It is understood by the Parties that the perfection of the pledges contemplated in Clause 2 in order to create a legally valid, binding and enforceable security interest over the Security Assets requires the fulfilment and performance of further acts or conditions. The Pledgor undertakes to execute and deliver or procure the execution and delivery of all such documents, powers of attorney, instruments, applications, notifications and confirmations, and do or procure the doing of all such acts and things and to cause the execution of such acts in connection with the Security Assets or any part thereof as further stipulated below herein and as the Collateral Agent may reasonably require for perfecting the Security constituted by this Agreement, to secure the Noteholders’ full benefit of the Security Assets in accordance with this Agreement, or to enable the Collateral Agent to exercise all the rights and powers conferred hereby or by law.

3.1 Perfection measures

The Pledgor shall take all action required to assist in the registration of the Collateral Agent to be the registered recipient (Fin: *sähköisen panttikirjan saaja*) of each security instrument created hereunder in the Title and Mortgage Register (Fin: *lainhuuto- ja kiinnitysrekisteri*). For such purpose,

- (a) the Pledgor shall notify the First Ranking Lenders (as at the date of this Agreement) of the pledge of the Existing Mortgage Notes created under this Agreement substantially in the form attached hereto in Schedule 2 promptly after the execution of this Agreement. If the Existing Priority Ranking Lender is replaced by a transferee or, if the Existing Priority Ranking Lender or its transferee is replaced by a Refinancing Lender

- (a “**Lender Replacement Event**”), the Pledgor shall procure the delivery of a notice substantially in the form attached hereto in Schedule 2 to such new Priority Ranking Lender(s) promptly after such a Lender Replacement Event. The Pledgor shall no later than 5 Business Days after the date of this Agreement or a Lender Replacement Event, as applicable, submit to the Collateral Agent an evidence of dispatching of such notices to the First Ranking Lenders (including, for the avoidances of doubt, any new Priority Ranking Lender(s)). The Pledgor shall use reasonable endeavours to obtain from the First Ranking Lenders (including, for the avoidances of doubt, any new Priority Ranking Lender(s)) an acknowledgement of the receipt of the above-referred notices and upon receipt thereof shall submit a copy of such acknowledgement to the Collateral Agent; however, in no event shall the Pledgor be liable for any delay or failure by the First Ranking Lenders (including, for the avoidances of doubt, any new Priority Ranking Lender(s)) to issue the relevant acknowledgements;
- (b) the Pledgor shall cause that each registered recipient authorises substantially in the form as set out in Schedule 3 an attorney appointed by the Collateral Agent to file any application for such registration to the NLS immediately after the relevant Existing Mortgage Note having being released of the First Ranking Security, and the Pledgor further undertakes to provide all such documents in its possession and to do any actions that it is reasonably able to do as are needed to complete the registrations; and
- (c) The Pledgor shall take all actions required to apply for the registration of the New Mortgage Note with the Collateral Agent as the registered recipient and to authorise an attorney appointed by the Collateral Agent to file an application to such effect with the NLS and comply with all other provisions relating to such application promptly after the execution of this Agreement.

3.2 Mortgage Notes

- 3.3 Subject to the relevant Existing Mortgage Note having being released of the First Ranking Security and subject only to the sole discretion of the Collateral Agent thereafter, the Collateral Agent may, at the cost of the Pledgor, combine any Mortgage Note with another Mortgage Note encumbering the same Property in order to reduce the overall unit amount of the Mortgage Notes. The Pledgor further undertakes to provide all such documents and to do any actions needed to complete any such conversions and combinations.
- 3.4 The Pledgor hereby, to the fullest extent permitted by Finnish law and for the benefit of the Collateral Agent, waives its rights under Section 8 of Chapter 17 of the Land Code (Fin: *maakaari*, statute 540/1995, as amended) with respect to, among other things, insurance payments, and to the extent such section of law is expressed to be non-mandatory it does not apply to this Agreement and the Security.
- 3.5 The Pledgor shall, within 10 Business Days after (i) the execution of this Agreement or (ii) the First Ranking Security having been released, as applicable, deliver to the Collateral Agent an insurance certificate in substance satisfactory to the Collateral Agent and evidencing, inter alia, that the relevant insurance company has been notified that the Collateral Agent is the holder of the relevant Mortgage Note and therefore entitled to relevant insurance proceeds in accordance with the Land Code (Fin: *maakaari*, statute 540/1995, as amended).

4 REPRESENTATIONS AND WARRANTIES

4.1 The Pledgor represents and warrants as at the date of this Agreement and throughout the Security Period to the Collateral Agent acting for the benefit and in the interests of the Noteholders that:

- (a) this Agreement constitutes legally binding and valid obligations of the Pledgor enforceable in accordance with its terms;
- (b) it has the power to enter into and perform and has taken all necessary action to authorise the entry into and performance of this Agreement and the transactions contemplated by this Agreement;
- (c) it is the sole holder and legal and beneficial owner of the Security Assets and has full title thereto;
- (d) subject to the Legal Reservations, the execution of this Agreement by the Parties together with the perfection in accordance with Clause 3 will create (i) a first ranking security interest over the New Mortgage Note and (ii) a second ranking security interest over the Existing Mortgage Notes, in each case enforceable in accordance with the terms of this Agreement against the Pledgor, the bankruptcy estate of the Pledgor, and third party beneficiaries of the Pledgor; and
- (e) the Security Assets are free from any encumbrance, attachment, or precautionary measure other than (i) the First Ranking Security and as created under or pursuant to this Agreement or (ii) not prohibited by the Terms, or (iii) easements and similar encumbrances created solely by operation of law, or (iv) as set forth in the extracts from the Title and Mortgage Register (Fin: *lainhuuto- ja kiinnitysrekisteri*) and the Land Register (Fin: *kiinteistörekisteri*) supplied to the Collateral Agent;

5 UNDERTAKINGS

The Pledgor undertakes to the Collateral Agent and the Noteholders throughout the Security Period without the prior written consent of the Collateral Agent who shall act on instructions of the Noteholders obtained in accordance with the Terms (except as provided for in or permitted by this Agreement or the Note Documents) not to do or cause or permit to be done anything that would adversely affect, depreciate, jeopardise or otherwise prejudice the validity, enforceability or ranking of the security interest created or intended to be created by this Agreement.

6 CONTINUING SECURITY

- 6.1 The security interest constituted by this Agreement will be a continuing security, continue in full force and effect during the Security Period, be in addition to and not adversely affect or be adversely affected by any other Note Document, and continue in force notwithstanding any intermediate payment or discharge in whole or in part of the Secured Obligations.
- 6.2 This Security is in addition to and independent of and is not in any way prejudiced by any present or future guarantee, or other security held by the Collateral Agent for the benefit and in the interests of the Noteholders.
- 6.3 The Noteholders' rights hereunder are in addition to and not exclusive of those provided by law.

- 6.4 Until all Secured Obligations have been discharged unconditionally and irrevocably in full and unless the Collateral Agent otherwise directs, the Pledgor irrevocably waives the right to exercise, in competition with the Noteholders or the Collateral Agent, any claim against the Issuer arising by way of subrogation (Fin: *takautumisoikeus*) as a result of the enforcement of the Security.
- 6.5 If the Collateral Agent (acting on instructions of the Majority Noteholders (as defined in the Terms) considers that in respect of an amount paid by the Issuer to any Noteholder under the Note Documents there is a reasonable risk that such payment will be avoided or otherwise set aside on the liquidation, restructuring, or bankruptcy of the Issuer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Agreement. Notwithstanding this, any payment will be considered irrevocable unless such insolvency or execution proceedings are initiated within three (3) months after full payment of the Secured Obligations, and the Security Assets will be released accordingly. Notwithstanding the aforesaid and any release of the Security under Clause 15, the Security will be effective, if the Secured Obligations are reinstated in whole or in part by operation of the Finnish Act on Recovery to Bankruptcy Estates (Fin: *laki takaisinsaannista konkurssipesään*, statute 758/1991, as amended), the Finnish Act on Corporate Restructuring (Fin: *laki yrityksen saneerauksesta*, statute 47/1993, as amended), the Enforcement Code (Fin: *ulosottoaari*, statute 705/2007, as amended) or by any other applicable law.

7 ENFORCEMENT

- 7.1 Subject to the Terms, upon the occurrence of an Enforcement Event, the Collateral Agent may on behalf of the Noteholders to the fullest extent permitted under Finnish law enforce the Security and realise the Security Assets and for such purpose (without limitation) (i) collect and receive any sum payable to the Pledgor under or in relation to the Security Assets and/or (ii) cause the sale, realisation, disposal, or transfer of the Security Assets or any part thereof in accordance with the resolution adopted by at least the Majority Noteholders (as defined in the Notes), and in each case apply any proceeds of such enforcement towards the discharge of the Secured Obligations in accordance with Clause 11.1 (*Application of Proceeds*) of the Terms.
- 7.2 If reasonably practicable before and in any event promptly after the exercise of any right under Clause 7.1(i), the Collateral Agent will give notice of such intended or actual action to the Pledgor. The Collateral Agent shall give at least 15 Business Days advance notice before the exercise of any right under Clause 7.1(ii).
- 7.3 The Parties recognise that under Finnish law, the enforcement of real estate mortgage (Fin: *kiinteistökiinnitys*) outside bankruptcy requires an enforceable enforcement order for execution.
- 7.4 After the enforcement of the Security or any part thereof, the Collateral Agent shall provide the Pledgor with information on the application of the enforcement proceeds so received. All moneys received by the Collateral Agent acting for the benefit and in the interests of the Noteholders hereunder will, subject to the payment of any claims having priority to the pledge created hereunder, be applied by the Collateral Agent in or towards the payment of the Secured Obligations in accordance with Clause 11.1 (*Application of Proceeds*) of the Terms. Subject to the full and final discharge of the Secured Obligations, the surplus, if any, will be paid to the Pledgor to an account designated by the Pledgor.

8 WAIVER OF DEFENCES

The Security shall not be affected in any way by any variation, extension, waiver, compromise or partial release of the Secured Obligations, the Note Documents or any guarantee or other security from time to time given or granted in respect thereof, or by any change in the laws, rules or regulations of any jurisdiction or by any present or future action of any governmental authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Secured Obligations or the Note Documents.

9 POWER OF ATTORNEY

- 9.1 For the benefit of the Noteholders, the Pledgor hereby irrevocably appoints the Collateral Agent with full right of substitution to be its attorney and on its behalf and in its name or otherwise (as the attorney may decide) to sign, execute, seal, deliver, acknowledge, file, register and perfect any and all such agreements (including any agreements to which the Noteholders themselves are parties) and other documents and to do any and all such acts and things as the Pledgor (as the case may be) itself could (or ought to) do in relation to the Security Assets or in relation to any matters dealt with in this Agreement or as, in the opinion of the Collateral Agent or any substitute acting reasonably, may be necessary or desirable to give full effect to the purposes of this Agreement and the Pledgor will ratify and confirm whatever the attorney or any substitute will do or cause to do in the pursuance of the powers conferred to it hereby.
- 9.2 The Collateral Agent will not have any obligation whatsoever to exercise any of the powers conferred upon it by Clause 9.1. No action taken by or omitted to be taken by the attorney or any substitute in good faith shall give rise to any defence, counterclaim or set-off against the Noteholders or otherwise adversely affect any of the Secured Obligations.
- 9.3 Prior to the occurrence of an Enforcement Event, the Collateral Agent will only be entitled to exercise the powers conferred upon it by Clause 9.1 in order to take the action that the Pledgor has failed to take pursuant to this Agreement.

10 ASSIGNMENT

- 10.1 The Collateral Agent may assign or transfer any of its rights and/or obligations under this Agreement in the cases expressly set out in the Terms.
- 10.2 The Pledgor may not assign any of its rights and/or obligations under this Agreement.

11 INVALIDITY

Should any provision of this Agreement be or become invalid, void, or unenforceable, all remaining provisions and terms hereof will remain in full force and effect and will in no way be invalidated, impaired, or affected thereby. The Parties hereto agree that they will negotiate in good faith and will replace the invalid, void, or unenforceable provision with a valid and enforceable provision which reflects as much as possible the intention of the Parties as referred in the provision thus replaced.

12 AMENDMENTS AND WAIVERS

- 12.1 This Agreement may not be amended unless made by an instrument in writing and signed by or on behalf of the Pledgor and the Collateral Agent always subject to the provisions of the Terms.

13 FORCE MAJEURE

- 13.1 A Party may not be held liable for any damage resulting from a Finnish or foreign legislative enactment, actions of Finnish or foreign authorities, war, power failure, fire, water damage, riots, strike, blockade, lockout and boycott, or any other similar circumstances outside its control. This reservation applies even if the Party itself is the object of the strike, blockade, boycott or lockout in question, or it adopts such hostile measures.

14 NOTICES

Any notice or other communication to be given by one Party to another under this Agreement must be given to that other Party in accordance with Clause 13 (*Notices*) of the Terms.

15 RELEASE OF SECURITY

- 15.1 Upon the expiry of the Security Period, the Collateral Agent shall, at the request of the Pledgor, promptly release to the Pledgor all rights, title, and interest of the Collateral Agent and the Noteholders in or to the Security Assets and give such instructions and directions as the Pledgor may require in order to perfect such release.
- 15.2 Notwithstanding the above, subject to the provisions in the Note Documents, the Collateral Agent may, at its discretion and at the request and cost and expense of the Pledgor, reassign, release, or otherwise discharge the Security Assets in accordance with the instructions of the Pledgor.

16 COUNTERPARTS

This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.


17 GOVERNING LAW, JURISDICTION

- 17.1 This Agreement is governed by and construed in accordance with Finnish law. Notwithstanding such choice of law, the Pledgor hereby to the fullest extent permitted by Finnish law waives its rights under the Finnish Act on Guarantees and Third Party Pledges (Fin: *laki takauksesta ja vierasvelkapanttauksesta*, statute 361/1999, as amended).
- 17.2 Subject to Clause 20 (c) below, the courts of Finland will have exclusive jurisdiction over matters arising of or in connection with this Agreement. The District Court of Helsinki (Fin: *Helsingin käräjäoikeus*) will be the court of first instance.
- 17.3 The submission to the jurisdiction of courts of Finland will not limit the right of any Noteholder to take proceedings against the Pledgor in any court which may otherwise exercise jurisdiction over the Pledgor or any of its assets.


(Signature pages follow)

This Agreement has been entered into on the date stated at the beginning of this Agreement.

The Pledgor
HEIMON KALA OY

By: 
Name: Maarja Kus
Title: Authorized person

The Collateral Agent
PRF COLLATERAL AGENT OÜ

By: 
Name: INDREK KANGUR
Title: POWER OF ATTORNEY

Schedule 1
Properties and Mortgage Notes

Property (real estate registration number)	Ownership share held by the Pledgor	Existing Mortgage Notes (aggregate amount, EUR)	New Mortgage Note (aggregate amount, EUR)	Mortgage Notes (aggregate amount, EUR)
109-573-14-1	100 %	2,084,000	10,266,000	12,350,000

Details of Existing Mortgage Notes

Property 109-573-14-1

Order of Priority	Mortgage Note Nos.	Form on the date of the Agreement	Amount EUR / Mortgage Note
1.	708/31.12.2007/3578	electronic	176,597
2.	708/13.11.2007/3188	electronic	16,800
3.	708/13.11.2007/3189	electronic	16,800
4.	708/13.11.2007/3190	electronic	16,800
5.	708/14.11.2007/3207	electronic	33,600
6.	708/14.11.2007/3208	electronic	33,600
7.	708/14.11.2007/3209	electronic	33,600
8.	708/14.11.2007/3210	electronic	33,600
9.	708/14.11.2007/3217	electronic	33,637
10.	708/14.11.2007/3218	electronic	33,637
11.	708/31.12.2007/3579	electronic	33,637
12.	708/31.12.2007/3580	electronic	33,637
13.	708/31.12.2007/3581	electronic	33,637

14.	708/14.11.2007/3206	electronic	16,800
15.	708/14.11.2007/3211	electronic	84,000
16.	708/14.11.2007/3212	electronic	84,000
17.	708/14.11.2007/3213	electronic	84,000
18.	708/14.11.2007/3214	electronic	33,600
19.	708/14.11.2007/3215	electronic	33,600
20.	708/14.11.2007/3216	electronic	33,600
21.	14.9.2017 / 470285	electronic	1,184,818
			TOTAL EUR 2,084,000

Details of New Mortgage Note (to be registered in electronic form)

Property 109-573-14-1

Order of Priority	Mortgage Note Nos.	Amount EUR / Mortgage Note
22.	N/A	10,266,000
		TOTAL EUR 10,266,000

Schedule 2

Form of Notice and Acknowledgement – Existing Mortgage Notes

PLEDGE NOTICE / *PANNTAUSILMOITUS*

To: [AS SEB Pank / Finnish Customs]

Attn: [For AS SEB Pank: Anneli Ivanov, anneli.ivanov@seb.ee / For Finnish Customs: Minna Alaniemi, minna.alaniemi@tulli.fi]

Dear Sirs,

This is to notify you that by way of the security agreement dated on or about the date of this notice (the “**Security Agreement**”) between Heimon Kala Oy (the “**Pledgor**”) and PRF Collateral Agent OÜ (acting on behalf of itself and the other secured creditors (the “**Collateral Agent**”), we have irrevocably and unconditionally pledged with second ranking priority (Fin: *jälkipantti*), i.e. ranking immediately behind the first ranking security interests (Fin: *ensipantti*) created in your favour (the “**Priority Ranking Security**”), to the secured creditors represented by the Collateral Agent all our rights, title and interest in and to a real property specified below encumbered with the below specified electronic mortgages notes registered to your name (the “**Mortgage Notes**”):

Property (real estate registration number)	Order of Priority	Mortgage Note Nos.	Amount EUR / Mortgage Note
109-573-14-1			

Therefore, upon release of your security interest over the property referred to above, we consent to and hereby instruct you to immediately do any actions required by the Collateral Agent in order to apply for registration of the Collateral Agent, or any other person as may be instructed by the Collateral Agent, as the registered recipient (Fin: *sähköisen panttikirjan saaja*) of the Mortgage Notes in the Title and Mortgage Register (Fin: *lainhuuto- ja kiinnitysrekisteri*) instead of yourselves. Before such registration shall be fully completed by the National Land Survey of Finland (Fin: *maanmittauslaitos*), you shall regard in all respect holders of first priority security interest over the property referred above in accordance with the section 17:2.3 of the Land Code (Fin: *maakaari*, statute 540/1995, as amended).

Also, we confirm that the second ranking pledge created over the Mortgage Notes in favour of the Collateral Agent does not harm your position as the holder of the Priority Ranking Security or your rights arising thereunder.

Please also note that this notice is not to be revoked or amended without a prior written consent of the Collateral Agent.

We kindly request that you confirm your receipt and acknowledgement of the above by returning a signed copy of this notification to the Collateral Agent and ourselves by delivering confirmation by mail or e-mail to the following addresses:

HEIMON KALA OY

Address: Pärnu mnt 141, 11314 Tallinn, Estonia

Attention: Indrek Kasela
E-mail: investor@prfoods.ee

PRF COLLATERAL AGENT OÜ

Address: F. R. Faehlmanni 5, 10125 Tallinn, Estonia
Attention: Peeter Viirsalu
E-mail: cas@tgsbaltic.com

In each case with a copy to:

Address: c/o Hannes Snellman Attorneys Ltd P.O. Box 333, FI-00131 Helsinki, Finland
Attention: Sami Niemi
E-mail: sami.niemi@hannessnellman.com

Please contact us if you have any queries.

Yours faithfully,

Date: _____ 2020

HEIMON KALA OY

By:

Title:

CONFIRMATION OF RECEIPT OF NOTICE

We hereby confirm our receipt and acknowledgement of the above notice and further confirm that:

1. we are the registered recipients of the electronic Mortgage Notes;
2. prior to the date of this Agreement, we have not been notified of any pledge or other security interest over any of the Mortgage Notes (other than the security interest created in our favour);
3. upon release of the security interest created in our favour, we shall procure the registration of the Collateral Agent, or any other person as may be instructed by the Collateral Agent, as the registered recipient (Fin: *sähköisen panttikirjan saaja*) of the Mortgage Notes in the Title and Mortgage Register (Fin: *lainhuuto- ja kiinnitysrekisteri*) instead of ourselves; and
4. we will act in accordance with the above notice and we undertake to observe its terms.

Date: _____ 2020

[AS SEB PANK / FINNISH CUSTOMS]

By:

Title:

Schedule 3
Form of Power of Attorney – Existing Mortgage Notes

VALTAKIRJA / POWER OF ATTORNEY

Allekirjoittanut valtuuttaa asianajajat [●] ja [●] Hannes Snellman Asianajotoimisto Oy:stä tai määräämänsä, kukin yksin, hakemaan puolestamme uuden sähköisen panttikirjan saajan kirjausta sijastamme [●] nimiin koskien kaikkia alla listattuja sähköisiä panttikirjoja.

Kohde (kiinteistörekisterinumero) / Property (real estate registration number)	Etusija /Order of Priority	Panttikirjanumero/ Mortgage Note Nos.	Kiinnityksen euromäärä / Amount EUR / Mortgage Note
109-573-14-1			

The undersigned hereby authorises attorney at laws [●] and [●] of Hannes Snellman Attorneys Ltd or his order, each alone, to apply on our behalf for [●] to be the new registered recipient (Fin: sähköisen panttikirjan saaja) instead of us as regards all of the above listed mortgage notes issued in electronic form.

Tähän valtakirjaan sovelletaan Suomen lakia ja se on voimassa kunnes kirjaus on tehty.

This power of attorney is governed by Finnish law and shall be valid until the registration shall be completed.

Aika / Date: _____ 20_____

[AS SEB PANK / FINNISH CUSTOMS]

By: _____
Allekirjoitus / Signed by:
Asema / Title:

By: _____
Allekirjoitus / Signed by:
Asema / Title: