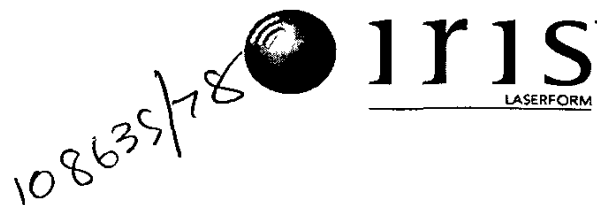


MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

WEDNESDAY



A1930TPV

A14

16/05/2012

#183

COMPANIES HOUSE

1

Company details

Company number

0 3 2 2 8 8 6 7

Company name in full

Noble CKH Limited (the "Company")

For official use



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d4 m0 m5 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Bond and Floating Charge made between the Company, Cooperative Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International), London Branch as agent and trustee for itself and each of the other Secured Parties (as defined therein) (the "Security Agent"), and the other Obligors (the "Agreement")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

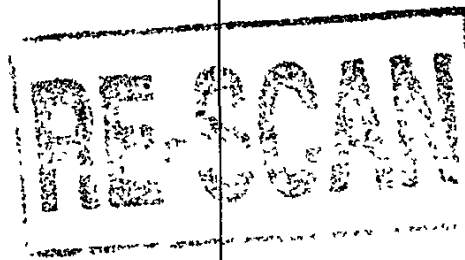
Amount secured

Pursuant to clause 2.1 of the Agreement, each Obligor (including the Company) has covenanted to pay or otherwise discharge all Secured Obligations from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge under the Finance Documents

Continued on the continuation sheet for section 4 of this Form MG01

Continuation page

Please use a continuation page if you need to enter more details



MG01

Particulars of a mortgage or charge

5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

Coöperatieve Centrale Raiffeisen Boerenleenbank B A (trading as Rabobank International) London Branch as Security Agent

Address

Thames Court, One Queenhithe, London

Postcode

E C 4 V 3 R L

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1 Pursuant to Clause 3 1 of the Agreement, the Obligors (including the Company) with absolute warrantice and as security for the payment and discharge of all the Secured Obligations, have granted in favour of the Security Agent a floating charge over the whole of the Charged Assets. The floating charge contained in Clause 3 1 of the Agreement is a "qualifying floating charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to the Agreement.

Continued on continuation sheet for section 6 of the Form MG01

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Buys, Salma LLP* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rhodri Jones

Company name Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX 7829 Bristol

Telephone 0117 307 6823



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Pursuant to Clause 2 2 of the Agreement, the Secured Obligations are expressed to include, without limitation, all liabilities arising under the Agreement and the Finance Documents, interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Facility Agreement and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Secured Parties in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Assets or the enforcement of the security hereby created or generally in respect of any Obligor (including the Company) or otherwise incurred in dealing with any matter in relation to the Agreement</p> <p>Pursuant to Clause 2 3 of the Agreement, the Obligors (including the Company) have covenanted to pay interest at the Default Rate on unpaid sums (whether before or after any judgment) in accordance with the terms of clause 11 4 of the Facility Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>Definitions</u></p> <p>"Agent" has the meaning given to that expression in the Facility Agreement</p> <p>"Charged Assets" means all the undertaking, goodwill, assets and rights of each Obligor (including the Company) charged under the Agreement or any part of them</p> <p>"Facility Agreement" means the facility agreement dated 4 May 2012 between (among others) the parties to the Agreement</p> <p>"Finance Documents" has the meaning given to that expression in the Facility Agreement</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 9 May 2012 and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Agent, the Lenders, the Arrangers, the Ancillary Lenders, the Overdraft Lender, the Hedge Counterparties, the Equity Investors (as defined in the Intercreditor Agreement) and the Intra-Group Lenders (as defined in the Intercreditor Agreement)</p> <p>"Obligors" means each of</p> <p>(a) Noble Foods Group Limited (Company number 05826545), (b) Noble Foods Holdings Limited (Company number 03276116), (c) Noble Desserts Holdings Limited (Company number 07104090), (d) Didiers Patisserie Limited (Company number 03067961), (e) Noble CKH Limited (Company number 03228867), and (f) Noble Foods Limited (Company number 03636168)</p> <p>"Secured Obligations" means all present and future obligations and liabilities of each Obligor (including the Company) (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with all costs, charges, losses, liabilities, expenses and other sums and any taxes thereon incurred by the Security Agent or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by any Obligor under or in connection with any Finance Document</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Agent, the Arrangers and the Senior Creditors (as defined in the Intercreditor Agreement) from time to time but, in the case of the Agent, each Arranger or Senior Creditor (as defined in the Intercreditor Agreement), only if it is a party to the Intercreditor Agreement or (in the case of the Agent or a Senior Creditor (as defined in the Intercreditor Agreement)) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 18 10 of the Intercreditor Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 Negative Pledge</p> <p>Pursuant to Clause 5 1(a)(i) of the Agreement, in addition to the undertakings contained in clause 24 of the Facility Agreement, which are deemed to be repeated in the Agreement, each Obligor (including the Company) has undertaken with the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties that during the continuance of the security, each Obligor (including the Company) will not, other than as expressly permitted under the Facility Agreement create or permit to subsist any Security over any of the Charged Assets or any of its other assets</p> <p>3 Further Assurance</p> <p>3 1 Pursuant to Clause 6 1 of the Agreement, each Obligor (including the Company) has covenanted that it shall if and when required by the Security Agent, at its own cost, promptly execute and deliver such further Security and assurances in favour of the Security Agent and do all such acts and things (including giving any notices and taking such steps) as the Security Agent shall from time to time require (with any documents being in such form as the Security Agent shall require) over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Agreement over the Charged Assets or any part thereof or to facilitate the realisation of the same</p> <p>3 2 Pursuant to Clause 6 2 of the Agreement and without prejudice to the generality of the provisions of clauses 6 1 of the Agreement, each Obligor (including the Company) has covenanted that it shall execute as and when so required by the Security Agent a legal mortgage or legal charge (as specified by the Security Agent) over any freehold, leasehold and heritable properties acquired by it after the date of this Agreement (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon.</p> <p>4 Power of attorney</p> <p>4 1 Pursuant to Clause 11 1 of the Agreement, each Obligor (including the Company), by way of security, has irrevocably appointed each of the Security Agent and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf</p> <p>(a) to execute and complete any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominees or any purchaser,</p> <p>(b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 of the Agreement, and</p> <p>(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or a Receiver under the Agreement or which may be deemed expedient by the Security Agent or a Receiver in connection with any disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Agreement</p> <p>4 2 Pursuant to Clause 11 2 of the Agreement each Obligor (including the Company) has ratified and confirmed and has agreed to ratify and confirm all acts and things which any attorney as is mentioned in Clause 11 1 (as replicated at paragraph 4 1 of this form MG01) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such Clause</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3228867
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BOND AND FLOATING CHARGE
DATED 4 MAY 2012 AND CREATED BY NOBLE CKH LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY AND EACH OBLIGOR TO COOPERATIVE
CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. (TRADING
AS RABOBANK INTERNATIONAL), LONDON BRANCH AS
SECURITY AGENT OR TO ANY OF THE OTHER SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
16 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MAY 2012

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED 30/5/12

dt



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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SECURITY AGENT OR TO ANY OF THE OTHER SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
16 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES