

MG01

109750 / 13

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

THURSDAY



A03 *A1GX537C* #48
06/09/2012
COMPANIES HOUSE

1 Company details

Company number 03636168
Company name in full Noble Foods Limited (the "Company")

105 For official use

→ **Filing 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 04/09/2012

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 Standard Security by Noble Foods Limited in favour of Cooperatieve 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 in Section 6 of this Form MG01) (the
"Security Agent") (the "Standard Security")

4 Amount secured

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

Amount secured The Company as a continuing security for the payment and
discharge of the Secured Obligations to the Security Agent and the
Security Agent's successors and assignees has granted a Standard
Security in favour of the Security Agent (for the benefit of and as
trustee for itself and each of the other Secured Parties)

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

The Company has charged to the Security Agent all and whole the properties owned by the Company and more particularly described in parts A and B of part II of the schedule to the Standard Security, being the following properties

- 1 ALL and WHOLE that area or piece of ground forming and known as Strathore Poultry Farm extending to 2.62 acres or thereby shown delineated and coloured pink on the plan thereof annexed and executed as relative to the Standard Security and shown also on the plan marked "Plan 1" annexed and signed as relative to the Lease entered into between Andrew Graham Cunningham and others as partners of and trustees for firm of Andrew G Cunningham & Son and W & J B Eastwood Limited dated 28th November and 16th December 1982 and recorded in the Division of the General Register of Sasines for the County of Fife on 12th January 1983 which subjects hereby secured form part and portion of ALL and WHOLE the subjects more particularly described in, disposed by and shown delineated in red on the plan annexed and signed as relative to the Disposition by W & J B Eastwood Limited in favour of Andrew Graham Cunningham, Barbara Lumsden Platt Cunningham and John Anthony Cunningham as partners of and trustees for the said firm of Andrew G Cunningham & Sons recorded in the said Division of the General Register of Sasines on the 27th November 1982 TOGETHER WITH the servitude rights set out in Part II of the Schedule annexed as relative to the Disposition by John Anthony Cunningham and another in favour of Noble Foods Limited dated at or around the date of this Security and to be registered in the Land Register of Scotland

Please see continuation sheet for section 6 annexed as relative hereto

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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

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 Paul Clark

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 939 2000



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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ALL AND WHOLE (In the First Place) that area or piece of ground extending to one acre and fifty three decimal or one hundred parts of an acre or thereby imperial standard measure lying within the Edgefield Road Industrial Estate, Loanhead in the Parish of Lasswade in the County of Midlothian being the subjects more particularly described in, disposed by and shown delineated by a broken black line and coloured partly pink and partly brown on the plan annexed and executed as relative to the Feu Disposition by the County Council of the County of Midlothian in favour of Toffolo Jackson and Company Limited dated 3rd October and recorded in the Division of the General Register of Sasines for the County of Midlothian on the 5th December 1968, and (In the Second Place) that area or piece of ground extending to 2,184 50 square metres or thereby lying to the north west of the subjects (In the First Place) hereinbefore secured at Edgefield Road Industrial Estate, Loanhead in the said parish and county and more particularly described in, disposed by and shown outlined in red on the plan annexed and executed as relative to the Feu Disposition by Robert Maxwell Clerk in favour of HD Hardy & Company Limited dated 13th and recorded in the said Division of the General Register of Sasines for the County of Midlothian on the 24th both days in January 1994, TOGETHER WITH (one) the whole of the buildings and other erections on the subjects hereby secured, (two) the fixtures and fittings in and upon the said subjects hereby secured, (three) the whole parts, priviledges and pertinents thereof, (four) a heritable and irredeemable non-exclusive right of vehicular and pedestrian access and egress to and from the subjects hereinbefore secured (In The Second Place) over the access route shown coloured blue on the plan attached to the said Feu Disposition by Robert Maxwell Clerk to HD Hardy & Company Limited dated and recorded as aforesaid, and (five) the Company's whole right title and interest present and future pertaining to the subjects hereby secured (In the First Place) and (In the Second Place)

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

Definitions

For the purposes of Sections 4 and 6 of this Form MG01

"Default Rate" means the rate specified in clause 11 4 (*Default interest*) of the Facility Agreement,

"Facility Agreement" means the facilities agreement dated 4 May 2012 between (among others) the Company and the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties),

"Finance Documents" has the meaning given to that expression in the Facility Agreement,

"Intercreditor Agreement" has the meaning given to that expression in the Facility Agreement,

"Secured Obligations" means all present and future obligations and liabilities of 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 the Company under or in connection with any Finance Documents

"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 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

"Security" means any mortgage, security, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, assignation, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person other than a Permitted Security

"Security Subjects" means the properties listed in parts A and B of part II of the schedule to the Standard Security (in respect of part A, as set out in Section 6 of this Form MG01)

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

ADDITIONAL PROVISIONS

Negative pledge

Pursuant to clause 3 1(a)(i) of part B of part I to the schedule of the Standard Security, the Company has undertaken that it will not, other than as expressly permitted under the Facility Agreement, create or permit to subsist any Security over any of the Security Subjects or any of its other assets

Further assurance

Pursuant to clause 4 1 of part B of part I of the schedule to the Standard Security 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 Security Subjects to secure the Secured Obligations or to perfect or protect the security intended to be created by this Standard Security over the Security Subjects or any part thereof or to facilitate the realisation of the same

Power of attorney

Pursuant to clause 8 1 of part B of part I of the schedule to the Standard Security, the Company, by way of security, has irrevocably appointed the Security Agent to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Security Agent may require for perfecting the title of the Security Agent to the Security Subjects or for vesting the same in the Security Agent, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 4 (*Further Assurance*) of part B of part I of the schedule to the Standard Security, and
- (c) otherwise generally to sign, seal, execute and deliver all 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 under the Standard Security or which may be deemed expedient by the Security Agent in connection with any disposition, realisation or getting in by the Security Agent of the Security Subjects or any part thereof or in connection with any other exercise of any power under the Standard Security

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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Company details

Company number 03636168
Company name in full Noble Foods 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 charge presented

Date of, and parties to, the charge It is hereby certified that the charge ①
dated 28th August 2012 by 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 in the Form MG01)
was presented for registration on
d0 d4 m0 m9 y2 y0 y1 y2
Jurisdiction in ②
☒ Scotland
☐ England and Wales
☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'
② Please tick as appropriate

3

Signature

Signature Please sign the form here
X
This form must be signed by a person with an interest in the registration of
the charge

X

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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. The contact information you give will be visible to searchers of the public record.

Contact name

PAUL CLARK

Company name

Burges Salmon LLP

Address One Glass Wharf

Bristol

Post town

County/Region

Postcode

B S 2 0 Z X

Country

DX

Telephone



Important information

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



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



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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3636168

CHARGE NO. 105

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 4
SEPTEMBER 2012 AND CREATED BY NOBLE FOODS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY 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 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
6 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 SEPTEMBER
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES