



Registration of a Charge

Company name: **NOBLE FOODS GROUP LIMITED**

Company number: **05826545**



X825708A

Received for Electronic Filing: **27/03/2019**

Details of Charge

Date of creation: **20/03/2019**

Charge code: **0582 6545 0015**

Persons entitled: **COÖPERATIEVE RABOBANK U.A. AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

**JAMES SIMMONS, CMS CAMERON MCKENNA NABARRO
OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5826545

Charge code: 0582 6545 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2019 and created by NOBLE FOODS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2019 .

Given at Companies House, Cardiff on 28th March 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on the 20 day of MARCH 2019

BETWEEN:

- (1) The companies listed in Schedule 1 to this Deed (each a “New Chargor” and together the “New Chargors”);
- (2) NOBLE GROUP FINANCE GUERNSEY LIMITED, a company incorporated in Guernsey with registered number 65880 (the “Obligors’ Agent”); and
- (3) COÖPERATIEVE RABOBANK U.A, as Security Agent for the Secured Parties (the “Security Agent”).

WHEREAS:

This Deed is supplemental to a debenture dated 14 MARCH 2019 between, amongst others, the Chargor named therein and the Security Agent (the “Debenture”).

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall have the same meanings when used in this Deed.

Construction

- 1.2 Clauses 1.2 to 1.12 (*Construction*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.

2. ACCESSION OF NEW CHARGORS

Accession

- 2.1 The New Chargors each agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had each been a party to it as a Chargor.

Covenant to Pay

- 2.2 Each New Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. FIXED SECURITY

Charges

- 3.1 Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the Mortgaged Property (other than any Mortgaged Property subject to an Exclusion unless and until the same is Satisfied).
- 3.2 Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:

- 3.2.1 the Real Property (other than such property effectively mortgaged under clause 3.1 above or subject to an Exclusion unless and until the same is Satisfied);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled (other than any subject to an Exclusion unless and until the same is Satisfied);
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Mandatory Prepayment Account and Holding Account;
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and

- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

4. ASSIGNMENT

4.1 Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assign to the Security Agent (as trustee for the Finance Parties) absolutely by way of a first legal assignment all of its right, title and interest in and to:

- 4.1.1 all of its goodwill and uncalled capital;
- 4.1.2 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 4.1.3 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 4.1.4 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Mandatory Prepayment Account and Holding Account;
- 4.1.5 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any

of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

5. FLOATING CHARGE

Each New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

6. INCORPORATION INTO DEBENTURE

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” will be deemed to include this Deed.

7. CONSENT OF EXISTING CHARGORS

The existing Chargor agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the security granted by the existing Chargor under (and the covenants given by it in) the Debenture.

8. NOTICES

The New Chargors confirm that their address details for notices are those listed next to their name in the table at Schedule 1 (*The New Chargors*).

9. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1: THE NEW CHARGORS

Name of Acceding Guarantor	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Address	FAO	Fax
Noble Foods Group Guernsey Limited	Guernsey	59080	P.O. Box 34 St. Martin's House Le Bordage St. Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Foods Holdings Guernsey Ltd	Guernsey	59081	P.O. Box 34 St. Martin's House Le Bordage St. Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Foods	Guernsey	59082	P.O. Box 34 St. Martin's House Le Bordage St. Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Logistics	Guernsey	60857	PO Box 34 St Martin's House Le Bordage St Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Egg Innovations Unlimited	Guernsey	57540	P.O. Box 34 St Martin's House Le Bordage St Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Green Energy	Guernsey	60979	PO Box 34 St Martin's House Le Bordage St Peter Port GUERNSEY GY1 4AU	The Directors	N/A
Noble Foods Group Limited	England	05826545	Cotswold Farm, Standlake, Witney, Oxfordshire, England, OX29 7RB	The Directors	N/A
Noble Foods Holdings Limited	England	03276116	Cotswold Farm, Standlake, Witney, Oxfordshire, OX29 7RB	The Directors	N/A
Noble Foods Limited	England	03636168	Cotswold Farm, Standlake, Witney, Oxfordshire, England, OX29 7RB	The Directors	N/A
Walrus Real Estates Limited	England	08335701	Cotswold Farm, Standlake, Witney,	The Directors	N/A

Name of Acceding Guarantor	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Address	FAO	Fax
			Oxfordshire, OX29 7RB		
Noble Desserts Holdings Limited	England	07104090	Cotswold Farm, Standlake, Witney, Oxfordshire, OX29 7RB	The Directors	N/A

SCHEDULE 2: REAL PROPERTY

Registered Proprietor	Property Description	Title Number
Noble Desserts Holdings Limited	The land and buildings on the North and West sides of Dunmow Road, Bishops Stortford, CM23 5PA (also known as the Gü Factory)	HD276879, HD375271, HD373019 and HD258904
Noble Foods Limited	Land and buildings used in the egg packing operation at Cotswold Farm and Food Factory, Standlake, Witney, Oxon (OX29 7RB)	ON145407
Noble Foods Limited	All buildings and fixtures from time to time thereon known as Long Belt Farm Rufford Park, Ollerton, Newark, Nottinghamshire, NG22 9HA (also known as land lying to the North of Long Belt, Rufford, Newark)	NT298010
Noble Foods Limited	North Scarle Egg Packing Station, Hives Lane, North Scarle, Lincoln (LN6 9HA)	LL183540
Noble Foods Limited	North Scarle Farm, Hives Lane, North Scarle, Lincolnshire NG6 9HA (Also known as land on the north west side of Girton Lane, North Scarle)	LL122798
Noble Foods Limited	Land on the west side of Hives Lane, North Scarle	LL85643
Noble Foods Limited	Clearwell Farm and Mill, Clearwell, Coleford, Gloucestershire (GL16 8JR)	GR227206
Noble Foods Limited	Land on the South side of Forest Lane, Walesby	NT305102
Noble Foods Limited	Lodge Farm & Lodge Farm House, Beckingham, Lincolnshire (also known as Lodge Farm, Sleaford Road, Beckingham (LN5 0RB))	LL130959
Noble Foods Limited	Lodge Farm & Lodge Farm House, Beckingham, Lincolnshire (also known as land on the south side of Woodgate Lane, Beckingham)	LL149469
Noble Foods Limited	Gainsborough Factory, Corringham Road, Gainsborough, Lincs (DN21 1QH)	LL175735
Noble Foods Limited	All buildings and fixtures known as Track Marshall Building Corringham Road Gainsborough Lincolnshire (also known as land and buildings on the north side of Corringham Road, Gainsborough)	LL187999
Walrus Real Estates Limited	The Moor, Bilsthorpe, Newark, Notts	NT343331
Walrus Real Estates Limited	Wycar Leys Farm, Kirklington Lane, Bilsthorpe, Newark, Notts and all buildings and fixtures from time to time thereon known as Wycar Leys Farm Bilsthorpe Newark Nottinghamshire NH22 8TS (also known as land and buildings lying to the North of Kirklington Road,	NT193000

Registered Proprietor	Property Description	Title Number
	Bilsthorpe)	
Walrus Real Estates Limited	Oakham Farm and Food Factory, Forest Lane, Walesby, Newark, Notts/Land and buildings on the east and west side of Retford Road, Walesby, Nottinghamshire	NT271109
Walrus Real Estates Limited	Spare land and buildings not used in the egg packing operation at Cotswold Farm and Food Factory, Standlake, Witney, Oxon (spilt site, see entry 2 above) (also known as land at Cotswold Farm, Standlake, Witney (OX29 7RB))	ON311418

SCHEDULE 3: INTELLECTUAL PROPERTY

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
Noble Desserts Holdings Limited	International (MAP) Japan, China, Australia, Russian Federation	994544	GÜ	29,30
Noble Desserts Holdings Limited	France	093696783	FRÜ	29,30
Noble Desserts Holdings Limited	New Zealand	825262	GÜ	29,30
Noble Desserts Holdings Limited	South Africa	2010/21240	GÜ	29
Noble Desserts Holdings Limited	South Africa	2010/21241	GÜ	30
Noble Desserts Holdings Limited	Hong Kong	301955340	GÜ	29,30
Noble Desserts Holdings Limited	International (MAP)	1115274	GÜ	29,30
Noble Desserts Holdings Limited	Canada	TMA885134	GÜ	29,30
Noble Desserts Holdings Limited	Canada	TMA896942	GÜ	29,30
Noble Desserts Holdings Limited	EU	EUTM 003322138	GÜ	29, 30
Noble Desserts Holdings Limited	EU	EUTM 009692062	GÜ	29, 30
Noble Desserts Holdings Limited	EU	EUTM 016064198	Gü-Zillionaires	29, 30
Noble Desserts Holdings Limited	UK	UK00003197771	Gü-Zillionaires	29, 30
Noble Desserts Holdings Limited	UK	UK 00002324003	GÜ	29, 30
Noble Desserts Holdings Limited	UK	UK 00002584901	GÜ	29, 30
Noble Desserts Holdings Limited	UK	UK 00002533676	FRÜ	29, 30

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
Noble Desserts Holdings Limited	UK	UK 00002605042	FRÜ	29, 30
Noble Desserts Holdings Limited	UK	UK 3243366	GüPHORIA	29, 30
Noble Desserts Holdings Limited	EU	EUTM 016 991 556	GüPHORIA	29, 30
Noble Desserts Holdings Limited	UK	UK 3235238	Gu Mousse Fusions	29, 30
Noble Foods	European Union	8628927	The Happy Duck Co.	29, 30, 31, 32, 43
Noble Foods	European Union	8500456	The Happy Egg Co.	29, 30, 31, 32, 43
Noble Foods Limited	European Union	14373195	Happy Hens	29, 30
Noble Foods	European Union	5828017	Jolly	29
Noble Foods	European Union	9430431	"WEEKENDER / weekender [series of 2]	29
Noble Foods	United Kingdom	2433794	Braddock White	29
Noble Foods	United Kingdom	3144927	Big & Fresh	29
Noble Foods	United Kingdom	2574495	Big & Fresh	29
Noble Foods	United Kingdom	3144936	Big & Fresh logo against white background	29
Noble Foods	United Kingdom	3144939	Big & Fresh logo against yellow background	29
Noble Foods	United Kingdom	3144941	Big & Fresh logo and fried egg device against yellow background (6 pack)	29
Noble Foods	United Kingdom	3144946	Big & Fresh logo and fried egg	29

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
			device against yellow background (10 pack)	
Noble Foods	United Kingdom	2433794	Braddock White	29
Noble Foods	United Kingdom	1180619	Bridgeway Farm	29
Noble Foods	United Kingdom	2614715	Chef's Value	29
Noble Foods	United Kingdom	2164737	Church & Manor	29
Noble Foods	United Kingdom	2614713	Church & Manor Farm	29
Noble Foods	United Kingdom	2167239	Corngold	29
Noble Foods	United Kingdom	2231029	Deans Foods & Device	29, 31
Noble Foods	United Kingdom	2257359	Down to Earth	29
Noble Foods	United Kingdom	2646952	Egg Knowledge	29
Noble Foods	United Kingdom	2573460	Eggs for Soldiers	29
Noble Foods	United Kingdom	2349262	Farm Pride	29
Noble Foods	United Kingdom	3066612	Freda Device	29, 30
Noble Foods	United Kingdom	2264549	Freshlay	29
Noble Foods	United Kingdom	3357567	Freshlay & House Device	29
Noble Foods	United Kingdom	3074684	Gladys may's Duck	29
Noble Foods	United Kingdom	2573459	Goldenlay	29
Noble Foods	United Kingdom	972101	Goldenlay (Stylised)	29
Noble Foods	United Kingdom	2132664	Goldenlay Ready Egg	29
Noble Foods	United Kingdom	2200944	Granary	29
Noble Foods	United Kingdom	3367134	Happy Barn	29, 30, 31

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
Noble Foods	United Kingdom	2524158	Happy Chicken	29
Noble Foods	United Kingdom	3233469	Happy Egg (Stylised / distressed)	29, 30
Noble Foods	United Kingdom	2573463	Happy Egg Organic	29
Noble Foods	United Kingdom	2621975	Happy Egg / Happy Eggs (series of 2)	29
Noble Foods	United Kingdom	2018804	Happy Hen (and Device)	29
Noble Foods	United Kingdom	3118121	Happy Hens Lay Tasty Eggs	29, 30
Noble Foods	United Kingdom	2531993	Happy Milk	29, 30
Noble Foods	United Kingdom	2533986	Happy Omelettes	29
Noble Foods	United Kingdom	2533985	Happy Pancakes	30
Noble Foods	United Kingdom	2573461	Happy Quiche	30
Noble Foods	United Kingdom	2573462	Happy Sandwiches	30
Noble Foods	United Kingdom	3176767	Crest Device	29, 30
Noble Foods	United Kingdom	3176759	Heritage Breeds and Crest Device	29, 30
Noble Foods	United Kingdom	892342	Homestead (Word)	29
Noble Foods	United Kingdom	3087054	Humpty	29
Noble Foods	United Kingdom	2452344	Jolly	29
Noble Foods	United Kingdom	2439452	Kentish Gold	29
Noble Foods	United Kingdom	2168083	Liberty	29
Noble Foods	United Kingdom	3163248	Liberty Farms	29
Noble Foods	United Kingdom	3019253	Malawi Changing Lives	29

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
Noble Foods	United Kingdom	3019258	Malawi Changing Lives Logo	29, 39
Noble Foods	United Kingdom	2456294	Noble Foods	29, 39
Noble Foods	United Kingdom	2458599	Noble Foods Device	29, 39
Noble Foods	United Kingdom	2303008	Noiran	29
Noble Foods	United Kingdom	2346771A	Oakham	29
Noble Foods	United Kingdom	2303006A	Oakham Blue	29
Noble Foods	United Kingdom	2441504	Pancake Express	29
Noble Foods	United Kingdom	2573654	Pancakes & More	29, 30, 32
Noble Foods	United Kingdom	2475617	Plymouth Barr	29, 30, 31
Noble Foods	United Kingdom	3074681	Plymouth Black	29
Noble Foods	United Kingdom	2595616	Posh Birds	29, 30
Noble Foods	United Kingdom	3252671	Purely	29, 30
Noble Foods	United Kingdom	3261202	Purely Organic Logo	29, 30
Noble Foods	United Kingdom	2520226	Scrambler / Scrambler [Series of 2]	29, 30
Noble Foods	United Kingdom	2348345	Serious Food Group	39
Noble Foods	United Kingdom	2540425	Sunnyside / Sunnyside [Series of 2]	29
Noble Foods	United Kingdom	2131581	The Granary Egg	29
Noble Foods	United Kingdom	3346807	The Great British Egg Co.	29, 30
Noble Foods	United Kingdom	2481853	The Happy Egg Co / The Happy Egg Company (Series of 2)	29

Proprietor/ADP number	Jurisdiction/apparent status	TM number	Mark text	Classes
Noble Foods	United Kingdom	3036297	The Happy Egg Co Logo	29
Noble Foods	United Kingdom	3233466	The Happy Egg Co Logo (Distressed)	29, 30
Noble Foods	United Kingdom	3233471	The Happy Egg Co Logo (Distressed) and Freda Device	29, 30
Noble Foods	United Kingdom	3233474	The Happy Egg Co Logo (Distressed) & Freda Device with Yellow tree border	29, 30
Noble Foods	United Kingdom	3233477	The Happy Egg Co. Logo (Distressed) & With the words Happy Hens Lay Tasty Eggs with yellow border	29, 30
Noble Foods	United Kingdom	3233476	The Happy Egg Co with Freda Device (Distressed) with the words Free Range Eggs with yellow tree border	29, 30
Noble Foods	United Kingdom	3118123	The Happy Egg Co Mayo	29, 30
Noble Foods	United Kingdom	928978	Three Counties	29

SCHEDULE 4: SECURITIES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Noble Foods Group Guernsey Limited	Noble Foods Group Limited	A Ordinary	500,000
Noble Foods Group Guernsey Limited	Noble Foods Group Limited	B Ordinary	500,000
Noble Foods Group Guernsey Limited	Noble Foods Group Limited	D Ordinary	86,705
Noble Foods Group Guernsey Limited	Noble Foods Group Limited	E Ordinary	34,682
Noble Foods Group Guernsey Limited	Walrus Real Estates Limited	Ordinary	100
Noble Foods Group Guernsey Limited	Noble Desserts Holdings Limited	Ordinary	20,000,000
Noble Foods Group Guernsey Limited	Noble Desserts Holdings Limited	C Ordinary	1,000
Noble Foods Group Limited	Noble Foods Holdings Limited	Ordinary	50,002
Noble Foods Group Limited	Noble Foods Holdings Limited	A Ordinary	3,500
Noble Foods Holdings Limited	Noble Foods Limited	Ordinary	1,000,000
Noble Foods Limited	Noble Foods International Limited	A Ordinary	675,000
Noble Foods Limited	Noble Foods International Limited	B Ordinary	75,000

SCHEDULE 5: SPECIFIED CONTRACTS

LEFT INTENTIONALLY BLANK



SCHEDULE 6: ACCOUNT DETAILS

Account Holder	Account Number	Account Bank	Sort code
Noble Foods Group Limited		COÖPERATIEVE RABOBANK U.A.	
Noble Foods Group Limited		COÖPERATIEVE RABOBANK U.A.	
Noble Group Finance Guernsey Ltd		Lloyds Bank plc	
Noble Egg Innovations Unlimited		Lloyds Bank plc	
Noble Logistics		Lloyds Bank plc	
Noble Green Energy		Lloyds Bank plc	
Noble Foods		Lloyds Bank plc	
Noble Foods		Lloyds Bank plc	
Noble Foods		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Desserts Holdings Limited		Lloyds Bank plc	
Noble Foods Limited		Lloyds Bank plc	
Noble Foods Limited		Lloyds Bank plc	
Noble Foods Limited		Lloyds Bank plc	
Noble Foods Limited		Lloyds Bank plc	

Account Holder	Account Number	Account Bank	Sort code
Noble Foods Limited	████████	Lloyds Bank plc	████████
Noble Foods Limited	████████	Lloyds Bank plc	████████
Noble Foods Limited	████████	Lloyds Bank plc	████████
Noble Foods Limited	████████	Lloyds Bank plc	████████

SCHEDULE 7: INSURANCE POLICIES

Policyholder	Insurer	Policy number
Noble Desserts Holdings Limited	Northern Marine Underwriters Limited	[REDACTED]
Noble Desserts Holdings Limited	Swiss Re International SE, UK Branch	[REDACTED]
Noble Foods Group Guernsey Limited	The National Farmers Union Mutual Insurance Society	[REDACTED]
Noble Foods Group Guernsey Limited	Aspen Insurance UK Ltd / International Insurance Co. of Hannover SE	[REDACTED]
Noble Foods Group Guernsey Limited	HDI Global SE - UK	[REDACTED]
Noble Foods Group Guernsey Limited	Assicurazioni Generali S.p.A United Kingdom Branch	[REDACTED]
Noble Foods Group Guernsey Limited	Chubb European Group Limited	[REDACTED]
Noble Foods Group Guernsey Limited	The National Farmers Union Mutual Insurance Society Limited	[REDACTED] [REDACTED]
Noble Foods Group Guernsey Limited	Chubb European Group Ltd	[REDACTED]
Noble Foods Group Guernsey Limited	Allianz Insurance plc	[REDACTED]
Noble Foods Group Guernsey Limited	Allianz Insurance plc	[REDACTED]

EXECUTION PAGES

NOBLE FOODS GROUP GUERNSEY LIMITED

Executed as a deed by)
NOBLE FOODS GROUP GUERNSEY)
LIMITED, a company incorporated in)
Guernsey, acting by:)
.....*Sarah Dean*.....)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE FOODS GROUP GUERNSEY
LIMITED



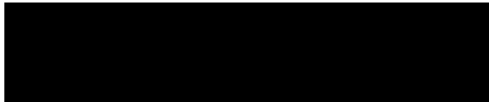
.....

.....
Authorised Signatory

NOBLE FOODS HOLDINGS GUERNSEY LTD

Executed as a deed by)
NOBLE FOODS HOLDINGS GUERNSEY)
LTD, a company incorporated in Guernsey,)
acting by:)
.....*Sarah Dean*.....)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE FOODS HOLDINGS GUERNSEY
LTD




Signature of:

.....
Authorised Signatory

NOBLE FOODS

Executed as a deed by)
NOBLE FOODS, a company incorporated in)
Guernsey, acting by:)
.....*Sarah Dean*.....)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE FOODS



Signature of:

.....
Authorised Signatory

NOBLE LOGISTICS

Executed as a deed by)
NOBLE LOGISTICS, a company)
incorporated in Guernsey, acting by:)
..... *Dale Burnett*)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE LOGISTICS

.....
Signature of:


Authorised Signatory

NOBLE EGG INNOVATIONS UNLIMITED

Executed as a deed by)
NOBLE EGG INNOVATIONS)
UNLIMITED, a company incorporated in)
Guernsey, acting by:)
..... *Dale Burnett*)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE EGG INNOVATIONS
UNLIMITED

.....
Signature of:


Authorised Signatory

NOBLE GREEN ENERGY

Executed as a deed by)
NOBLE GREEN ENERGY, a company)
incorporated in Guernsey, acting by:)
..... *Dale Burnett*)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE GREEN ENERGY

.....
Signature of:


Authorised Signatory

NOBLE FOODS GROUP LIMITED

EXECUTED AS A DEED)
By: NOBLE FOODS GROUP LIMITED)

Signature of Director

Dale Burnett

Name of Director

in the presence of

Signature of witness

Luke Roberts

Name of witness

DLA Piper

Address of witness

Birmingham

Trainee Solicitor

Occupation of witness

NOBLE FOODS HOLDINGS LIMITED

EXECUTED AS A DEED)
By: NOBLE FOODS HOLDINGS)
LIMITED

Signature of Director

Dale Burnett

Name of Director

in the presence of

Signature of witness

Luke Roberts

Name of witness

DLA Piper

Address of witness

Birmingham

Trainee Solicitor

Occupation of witness

NOBLE FOODS LIMITED

EXECUTED AS A DEED)
By: NOBLE FOODS LIMITED)

Signature of Director

Dale Burnett

Name of Director

in the presence of

Signature of witness

Luke Roberts

Name of witness

DLA Piper Birmingham

Address of witness

Trainee Solicitor

Occupation of witness

WALRUS REAL ESTATES LIMITED

EXECUTED AS A DEED)
By: **WALRUS REAL ESTATES**)
LIMITED

Signature of Director

Dale Burnett

Name of Director

in the presence of _____

Signature of witness

Luke Roberts

Name of witness

DLA Piper

Address of witness

Birmingham

Trainee Solicitor

Occupation of witness

NOBLE DESSERTS HOLDINGS LIMITED

EXECUTED AS A DEED)
By: **NOBLE DESSERTS HOLDINGS**)
LIMITED

Signature of Director

JOHN PATEY

Name of Director

in the presence of _____

Signature of witness

Luke Roberts

Name of witness

DLA Piper

Address of witness

Birmingham

Trainee Solicitor

Occupation of witness

OBLIGORS' AGENT

Executed as a deed by)
NOBLE GROUP FINANCE GUERNSEY)
LIMITED, a company incorporated in)
Guernsey, acting by:)
.....*Sarah Dean*.....)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE GROUP FINANCE GUERNSEY
LIMITED



.....

Signature of:

.....
Authorised Signatory

SECURITY AGENT
COÖPERATIEVE RABOBANK U.A

By:

Executed as a deed by)
NOBLE GROUP FINANCE GUERNSEY)
LIMITED, a company incorporated in)
Guernsey, acting by:)
.....*Sarah Dean*.....)
who, in accordance with the laws of that)
territory, is acting under the authority of the)
company.)

Signature in the name of the company
NOBLE GROUP FINANCE GUERNSEY
LIMITED

Signature of:

.....
Authorised Signatory

SECURITY AGENT

COÖPERATIEVE RABOBANK U.A

By:



Rabobank

Trevor Craig
Rabobank Proxy AB