

MR04

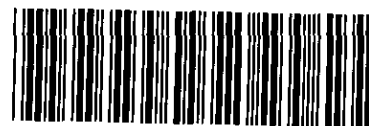
Statement of satisfaction in full or in part of a charge

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company.

✗ **What this form is NOT for**
You may not use this form to
register a statement of satisfi
in full or in part of a mortgag
charge against an LLP. Use
LL MR04.

MONDAY



AA847U8G

A05

05/07/2021

#203

COMPANIES HOUSE

1 Company details

Company number 0 7 1 0 4 0 9 0

Company name in full GU INDULGENT FOODS LIMITED

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ **Before 06/04/2013.** Complete **Part A and Part C**

→ **On or after 06/04/2013.** Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d 0 d 4 m 0 m 5 y 2 y 0 y 1 y 2

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 7

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Bond and Floating Charge made between the Company,
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 therein) (the
"Security Agent"), and the other Obligors (the "Agreement")

Continuation page

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

1. Pursuant to Clause 3 1 of the Agreement, the Obligors (including the Company) with absolute warrandice 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 A4 of the Form MR04

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

❶ Charge code

This is the unique reference code allocated by the registrar.

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

☒ In full

☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number

One

Street

Bishops Square

Post town

London

County/Region

Postcode

E 1 6 A D

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in
the charge

Solicitor on behalf of the chargor

C3**Signature**

Please sign the form here.

Signature

Signature

X ALLEN + OVERY LLP
ON BEHALF OF THE CHARGOR
(01.07.2021)

X

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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 **Alexander George**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode

E 1 6 A D

Country **United Kingdom**

DX

Telephone **020 3088 0000**



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.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1.
☐ You have given the details of the person delivering this statement in Section C2.
☐ You have signed the form.



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.



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

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<u>Definitions</u>	
	<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>	

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Short particulars

"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

2 Negative Pledge

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

3 Further Assurance

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

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

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Short particulars

4 Power of attorney

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

(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,

(b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 of the Agreement, and

(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

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 MR04) shall lawfully do or purport to do in the exercise or purported exercise of his powers under such Clause