

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

FRIDAY



A19NPX51

A45

25/05/2012

#121

COMPANIES HOUSE

1 Company details

Company number 0 2 8 3 6 0 7 1

Company name in full Cott Beverages Limited (the "Chargor")

8 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 d9 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 A legal charge over intellectual property, dated 9 May 2012, made between
(1) the Chargor and (2) JPMorgan Chase Bank, N.A. as Security Trustee (as
defined in this Form MG01) (the "Legal Charge").

4 Amount secured

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

Amount secured

vm
All obligations, together with all (1) Banking
Services Obligations and (11) Swap Obligations
owing to one or more Lenders or their
representative
Affiliates; provided that (a) Banking Services
Obligations in respect of Banking Services provided
by the Security Trustee or its Affiliates shall
constitute Secured Obligations entitled to the
benefits of the Collateral Documents without any
further action on the part of any Person,
(for further details please see the following
continuation page to this MG01).
For capitalised terms used but not otherwise
defined in this Form MG01, please see the following
continuation pages to this Form MG01.

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

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	1
Amount secured	<p>Amount Secured Continued:</p> <p>(b) Banking Services Obligations in respect of Banking Services provided by any other Lender or its Affiliates shall constitute Secured Obligations upon delivery of a notice signed by the applicable Lender or its Affiliate and the Borrower Representative designating such Banking Services Obligations as Secured Obligations entitled to the benefits of the Collateral Documents, (c) Swap Obligations with respect to Swap Agreements in which the Security Trustee or its Affiliate is the counterparty shall constitute Secured Obligations entitled to the benefit of the Collateral Documents without any further action on the part of any Person, and (d) Swap Obligations with respect to Swap Agreements in which any other Lender or its Affiliate is a counterparty shall be Secured Obligations if on or before the thirtieth day after any transaction relating to such Swap Obligation is executed the Lender party thereto or its Affiliate (other than the Security Trustee and its Affiliates) shall have delivered written notice to the Administrative Agent that such a transaction has been entered into and that it constitutes a Secured Obligation entitled to the benefits of the Collateral Documents (the "Secured Obligations" as defined in the Credit Agreement).</p> <p>All defined terms and expressions used in this Form MG01 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Legal Charge:</p> <p>"Administrative Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder;</p> <p>"Affiliates" has the meaning given to it in the Credit Agreement;</p> <p>"Banking Services" means each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates: (a) commercial credit cards, (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services);</p> <p>"Banking Services Obligations" means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services,</p> <p>"Borrower Representative" has the meaning given to it in the Credit Agreement;</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	2
Amount secured	<p>"Charged Property" has the meaning given to it in the Credit Agreement;</p> <p>"Collateral Agent" has the meaning given to it in the Credit Agreement;</p> <p>"Collateral Documents" has the meaning given to it in the Credit Agreement</p> <p>"Credit Agreement" means the agreement dated 17 August 2010 and made between, amongst others, (1) Cott Corporation Corporation Cott; (2) Cott Beverages Inc.; (3) Cott Beverages Limited and Cliffstar LLC and (4) the Security Trustee;</p> <p>"Disbursement Agent" has the meaning given to it in the Credit Agreement;</p> <p>"Finance Parties" means the Security Trustee, each Issuing Bank, the Administrative Agent, each Disbursement Agent, each Collateral Agent and each Lender from time to time party to the Credit Agreement;</p> <p>"Intellectual Property" means all intellectual property rights, including without limitation the patents, the Trade Marks, rights in inventions, any copyright, database, semiconductor, topography rights, design right (whether registered or unregistered), patent, trade mark or service mark (whether registered or unregistered), trade secret or know-how and where applicable any application for registration of any of the foregoing, registrations and renewals of any of the foregoing, any similar or equivalent rights and any other intellectual property or monopoly right, in each case, which may subsist in the United Kingdom;</p> <p>"Issuing Bank" has the meaning given to it in the Credit Agreement;</p> <p>"Lenders" has the meaning given to it in the Credit Agreement;</p> <p>"Loan Documents" has the meaning given to it in the Credit Agreement;</p> <p>"Loan Party" has the meaning given to it in the Credit Agreement;</p> <p>"Person" has the meaning given to it in the Credit Agreement;</p> <p>"Security Assets" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to the Legal Charge;</p> <p>"Security Trustee" means JP Morgan Chase Bank, N.A.;</p>	

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Particulars of a mortgage or charge

4	Amount secured	3
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>"Stock Rights" has the meaning given to it in the Credit Agreement;</p> <p>"Swap Agreements" has the meaning given to it in the Credit Agreement;</p> <p>"Swap Obligations" has the meaning given to it in the Credit Agreement; and</p> <p>"Trade Marks" mean the registered trade marks and applications for registration of trade marks and licences briefly described in Part 1 of the Schedule (Specified Intellectual Property) of the Legal Charge and as set out in this Form MG01;</p> <p>All of the provisions of Clause 1 (<i>Definitions and Interpretations</i>) of the Legal Charge shall apply to this Form MG01 as though they were set out in full, except that references to "Deed" therein are to be construed as references to the Legal Charge or this Form MG01 as the case may be.</p>	

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 JPMorgan Chase Bank, N.A (the "Security Trustee")

Address 125 London Wall, London

Postcode E C 2 y 5 A J

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

Security

1. The Chargor, as security for the prompt and complete payment and performance, in full, when due of all the Secured Obligations, charges in favour of the Security Trustee (as security trustee for the Finance Parties and for the rateable benefit of the Finance Parties).

1.1 all present and future Intellectual Property owned by the Chargor or in which that Chargor has any interest;

1 2 all present and future rights of the Chargor with respect to any present or future Intellectual Property including, without limitation:

(a) any present or future right of the Chargor to sue for damages or any other remedy in respect of any past, present or future infringement or alleged infringement by any person whatsoever of any present or future Intellectual Property and all damages relating to the foregoing; and

(b) any present or future right of the Chargor to apply for, prosecute and obtain patent, trade mark, registered design or any other registration or protection throughout the world in respect of any present or future Intellectual Property or any present or future matter relating thereto;

(for further details, please see the following continuation pages to this Form MG01)

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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

4

Short particulars

1.3 all rights from time to time vested in the Chargor with respect to, and the benefit of all obligations owed from time to time by any person in relation to, any present or future agreement, document or instrument (including, without limitation, any licence, sub-licence or franchise) entered into or the benefit of which is enjoyed by the Chargor relating to the use of or licensing of or exploitation of any present or future Intellectual Property by the Chargor or any other person whatsoever deriving rights thereunder;

1.4 all rights (including, without limitation, rights relating to the payment of royalties, income, fees, damages or other monies) from time to time vested in the Chargor with respect to, and the benefit of all obligations (including, without limitation, obligations relating to the payment of royalties, income, fees, damages, or other monies) owed from time to time by any person in relation to, any present or future agreement, document, or instrument (including, without limitation, any licence, sub-licence or franchise) entered into or the benefit of which is enjoyed by the Chargor relating to the use of or licensing of or exploitation of any present or future Intellectual Property by any person other than the Chargor; and

1.5 all interests of the Chargor of whatsoever kind in or to any present or future physical, electronic or other materials or media (including, without limitation, books, records, customer lists, credit files, manuscripts, drawings, paintings, designs, source codes, computer files and computer programmes, printouts and other computer materials and records relating thereto) evidencing, constituting, comprising, the subject of or containing inventions, works, marks or things which are the subject of any present or future Intellectual Property;

1.6 all present and future goodwill of the Chargor in any present or future business in respect of which any present or future Intellectual Property is used, and

1.7 all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds, and products of the foregoing.

The Schedule

Specified Intellectual Property
Part 1 - Trade Marks

Owner	Registration Number	Registration Date	Trademark
Cott Beverages Limited	2575973	6/24/2011	EMERGE & Shattered device in b/w and color (series of two)

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

5

Please give the short particulars of the property mortgaged or charged

Short particulars

Cott Beverages Limited	2588067	11/4/2011	VESS word
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Notes:

The Legal Charge also contains the following provisions:

Negative Pledge:

The Chargor shall not create or extend or permit to arise or subsist any Lien over the whole or any part of the Security Assets, except as expressly permitted by the terms of the Credit Agreement or with the prior written consent of the Security Trustee

Restriction on Disposals:

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to license, sub-license, assign, sell, convey or otherwise dispose of the whole or any part of the Security Assets referred to in Clause 1 (Security) (of this Form MG01), other than as permitted under the Loan Documents or the Legal Charge.

Not Jeopardise Security:

The Chargor shall not do or cause or permit to be done anything which could reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice the value of the Security Trustee of the security constituted or intended to be constituted by the Legal Charge, except to the extent expressly permitted by the terms of the Legal Charge or the Loan Documents.

The Chargor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of the Legal Charge as the Security Trustee may reasonably request

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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 Nil

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 *JMS Cameron McKenna LLP* X

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

CHFP025

03/11 Version 5.0

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 Karen Ford

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3574

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2836071
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE OVER
INTELLECTUAL PROPERTY DATED 9 MAY 2012 AND CREATED
BY COTT BEVERAGES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE TO ONE OR MORE LENDERS OR
THEIR REPRESENTATIVE AFFILIATES 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 25
MAY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 MAY 2012

0x



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**