

MG06

Particulars of a charge subject to which property has
been acquired

218375 | 23



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 charge subject to
which property has been acquired

☐ **What this form is NOT for**
You cannot use this form for
submitting particulars of a charge
subject to which property has been
acquired for a company
in Scotland. To do this, please use
form MG06s



LD6 04/11/2016 #75
COMPANIES HOUSE

1	Company details	For official use
Company number	0 2 8 3 6 0 7 1	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	COTT BEVERAGES LIMITED	

2	Date of the instrument (if any) creating or evidencing the charge
Date of the instrument (if any)	d 1 7 m 0 8 y 2 0 y 1 0

3	Description of the instrument (if any) creating or evidencing the charge
Description ¹	Debenture dated 17 August 2010 made between (1) the Company, (2) the Chargors (as defined in the continuation page of this form MG06 below) and (3) the Security Trustee (as defined in this form MG06 below) (the "Debenture")

¹ Please give a description of the instrument, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge', etc. as the case may be

4	Date of acquisition of the property which is subject to the charge
	d 2 9 m 1 0 y 2 0 y 1 6

5	Amount secured	Continuation page Please use a continuation page if you need to enter more details.
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	See continuation page, Rider 1	

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Mortgagee(s) or person(s) entitled to the charge

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	JP MORGAN CHASE BANK, N A , LONDON BRANCH
Address	(the "Securty Trustee")
	125 London Wall, London
Postcode	E C 2 Y 5 A J
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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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	See continuation page, Rider 2
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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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 866)

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Signature

Please sign the form here

Signature

Signature

X CYS Cameron McKenna LLP X
- Security Trustee's counsel

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

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Particulars of a charge subject to which property has been acquired

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 Anita Soomrova / Bridget Nichols

Company name CMS Cameron McKenna LLP

Address Cannon Place

78 Cannon Street

Post town LONDON

County/Region LONDON

Postcode E C 4 N 6 A F

Country UNITED KINGDOM

DX

Telephone 020 73 67 3000

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 a certified copy of the deed (if any) with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument (if any)
- ☒ You have given the date of acquisition
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the 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

MG06 Continuation Page

Company name: COTT BEVERAGES LIMITED

Company number: 02836071

Rider 1:

Amount secured by the mortgage or charge

All Liabilities, together with all (i) Banking Services Obligations and (ii) Swap Obligations owing to one or more Lenders or their respective Affiliates, provided that (w) Banking Services Obligations in respect of Banking Services provided by Chase 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, (x) Banking Services Obligations in respect of Banking Services provided by any other Lender or its Affiliates shall constitute Secured Obligations upon delivery or a notice signed by the applicable Lender or its Affiliate and the Administrative Borrower designating such Banking Services Obligations as Secured Obligations entitled to the benefits of the Collateral Documents, (y) Swap Obligations with respect to Swap Agreements in which Chase 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 (z) Swap Obligations with respect to Swap Agreements in which any other Lender or its Affiliate is a counterparty shall be Secured Obligations if at or prior to the time that any transaction relating to such Swap Obligation is executed the Lender party thereto or its Affiliate (other than Chase 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 ("Secured Liabilities")

Rider 2:

Short particulars of all the property mortgaged or charged

1. Fixed Security

Charges

- 1 1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future
 - 1 1 1 ***Real property*** - all estates or interests in any freehold, commonhold or leasehold property, including , without limitation, the freehold properties particulars of which are set out in Schedule 9 (*Real Property*) of the Debenture,
 - 1 1 2 ***Licences on land*** - 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,
 - 1 1 3 ***Rights as tenant*** – 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;

- 1 1 4 **Equipment** - all Equipment in its ownership or possession (but excluding any of those items to the extent that they are part of its Inventory),
- 1 1 5 **Fixed or other plant and machinery** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding Equipment and any of those items to the extent that they are part of its Inventory),
- 1 1 6 **Insurances** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
- 1 1 7 **Receivables** – all Receivables, the Ancillary Rights relating to them and all Collections received in respect of them,
- 1 1 8 **Other debts** - 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 Remittance representing the same, not being, in any case, Receivables or any other asset charged pursuant to Clause 3 1 7 (*Receivables*) of the Debenture,
- 1 1 9 **Receivables Accounts** – the Receivables Accounts and all moneys from time to time deposited in or standing to the credit of the Receivables Accounts including any interest from time to time credited to any of them,
- 1 1 10 **Deposits** - all moneys from time to time deposited in or standing to the credit of any deposit account with any bank or financial institution (not being a Receivables Account) 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
- 1 1 11 **Securities** - all Securities and their Related Rights,
- 1 1 12 **Goodwill and uncalled capital** – all of its goodwill and uncalled capital,
- 1 1 13 **Intellectual property** - all Intellectual Property,
- 1 1 14 **Business licences** - all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them,
- 1 1 15 **Specified Contracts** – 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 but in each case, other than assets subject to Exclusions until the same are Satisfied

1 2 Notwithstanding the charge of Receivables constituted by Clause 3 1 6 (*Receivables*) of the Debenture

1 2 1 the Security Trustee shall not have any obligation to any Chargor to make any enquiry as to the nature or sufficiency of any Remittance,

1 2 2 each Chargor shall, in its capacity as collection agent for the Security Trustee, make any claim and/or take any other action to collect the Receivables and/or enforce any of the Security Trustee's rights in respect of the Receivables, and

1 2 3 each Chargor shall remain liable to perform all its obligations under the Contracts to which it is a party and none of the Security Trustee or any of the other Finance Parties shall have any obligations of any kind whatsoever in respect of them or be under any liability whatsoever in the event of a Chargor failing to perform any of its obligations under them

2. Floating Charge

Creation of Floating Charge

2 1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the Inventory of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged or charged (whether at law or in equity) by way of fixed security pursuant to Clause 1 (*Fixed Security*) of the Debenture

2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to para 2 1 above

NOTES

The Debenture also contains the following provisions

Conversion by Notice

3 1 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 2 1 (*Creation of Floating Charge*) of the Debenture with immediate effect into a fixed charge (either generally or specifically) as regards any Security Assets of that Chargor (in the case of Clause 4 3 1 of the Debenture) or the relevant Security Assets of that Chargor (in the case of Clause 4 3 2 of the Debenture) specified in the notice if

3 1 1 a Default has occurred and while the same is continuing, or

3 1 2 the Security Trustee reasonably considers that any of the Security Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is necessary to do so in order to protect or preserve the security constituted by this Deed over any of the Security Assets and/or the priority of that security

Automatic Conversion

- 4 1 Notwithstanding Clause 0 (*Conversion by Notice*) of the Debenture and without prejudice to any law which may have a similar effect, the floating charge created by Clause 2 1 (*Creation of Floating Charge*) of the Debenture over any Chargor's Security Assets will automatically be converted (without notice) with immediate effect into a fixed charge as regards such Security Assets subject to that floating charge if
- 4 1 1 such Chargor creates or attempts to create any Lien over any of such Security Assets (except as expressly permitted by the terms of the Credit Agreement or this Deed),
 - 4 1 2 any person levies or attempts to levy any distress, execution or other process against any of such Security Assets, or
 - 4 1 3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of such Chargor or an administrator is appointed in respect of such Chargor

Negative Pledge

- 5 1 No Chargor shall 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

- 6 1 No Chargor shall (or shall agree to) sell, factor, discount, transfer, assign, lease or otherwise dispose of the whole or any part of the Security Assets (whether in a single transaction or in a series of transactions whether related or not), except for
- 6 1 1 any disposal (other than a disposal of Equipment or Receivables) expressly permitted under the Credit Agreement, or to which the Security Trustee provides its prior written consent,
 - 6 1 2 any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Security Asset which is expressed to be subject only to the floating charge created by Clause 2 1 (*Creation of Floating Charge*) of the Debenture,
 - 6 1 3 Equipment which may be sold or otherwise disposed of with the prior written consent of the Security Trustee, acting in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgement, on terms that the proceeds of sale are credited to a Receivables Account or a Collection Account or as otherwise agreed by the Security Trustee,
 - 6 1 4 Receivables which may be disposed of in accordance with Clause 7 20 (*Receivables*) of the Debenture but not otherwise

Definitions

In this form MG06, words and expressions defined in the Credit Agreement have the same meanings when used herein and the following expressions have the meaning given below

"Account": any present, future or contingent obligation of an Account Debtor to make payment under a Contract,

"Account Bank": each of JPMorgan Chase Bank, N A acting through its branch at 125 London Wall, London EC2Y 5AJ, in its capacity as account bank and HSBC Bank plc acting through its branch at 8 Canada Square, Canary Wharf, London E14 5HQ,

“Account Debtor”: any person indebted to a Chargor under a Contract,

“Administrative Agent” JPMorgan Chase Bank, N A

“Administrative Collateral Agent” JPMorgan Chase Bank, N A

“Ancillary Rights”: in relation to a Receivable

- (a) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the Contract under which such Receivable arises,
- (b) the benefit of all covenants and undertakings from the Account Debtor in respect of amounts due and to become due under the Contract under which such Receivable arises,
- (c) the benefit of all other causes and rights of action against the Account Debtor in respect of amounts due and to become due under such Contract,
- (d) the benefit of any other rights, title, interest, power and benefits of the Chargor in, under, pursuant to and/or in relation to amounts due and to become due under such Contract, including , without limitation, any credit insurance policy,
- (e) any insurance proceeds received by the Chargor pursuant to Insurances (including, without limitation, any credit insurance policy) insofar as the same relate to amounts due or to become due under such Contract,
- (f) documents of title, warehouse keepers receipts, bills of lading, shipping documents, airway bills, certificates of origin, customs forms, commercial and consular invoices, insurance documents or similar relating to the relevant Goods which gave rise to that Receivable,
- (g) all Records relating to that Receivable, and
- (h) all Remittances and any interest payable by the Account Debtor on that Receivable,

“Chargor” (collective, the **“Chargors”**) each of the companies whose respective names and company numbers appear in Schedule 1 (*The Chargors*) of the Debenture

“Collection Account”: an account with the Security Trustee to which Collections are transferred by each Account Bank pursuant to the notice given to that Account Bank pursuant to Clause 5.5.1 of the Debenture,

“Collections”: all Remittances received by or on behalf of a Chargor in respect of Receivables and any interest accruing or accrued thereon,

“Contract”: a contract or agreement, including a purchase order, between a Chargor and an Account Debtor for the sale, lease or hiring of Goods, and/or the provision of services, to that Account Debtor,

“Delegate”: any person appointed by the Security Trustee or any Receiver pursuant to Clause **Error! Reference source not found.** (*Delegation*) of the Debenture and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate,

“Equipment”: the equipment particulars of which are set out in Schedule 10 (*Equipment*) of the Debenture and any and all additions to, renewals and replacements of (in each case at any time after 3 December 2009, whether or not prior to the date of the Debenture), such equipment for the time being, whether installed on such equipment or not,

“Exclusion” a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset,

“Expenses”: all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Security Assets or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed and/or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis,

“Finance Parties”: 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,

“Goods”: any goods the subject of a Contract,

“Group”: Cott Corporation Corporation Cott and all its Subsidiaries for the time being,

“Insurances”: all of the contracts and policies of insurance or assurance (including, without limitation, credit insurance policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy,

“Intellectual Property”:

- (a) all patents, trademarks, service marks, design rights and all other registered or unregistered intellectual property rights,
- (b) any applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights,
- (d) all know-how, confidential information and trade secrets, and
- (e) all physical material in which any intellectual property might be incorporated,

including, without limitation, any of the same specified in **Error! Reference source not found.** (*Specified Intellectual Property*) of the Debenture,

“Inventory”: in relation to a Chargor, all of its now owned and hereafter acquired inventory, stock-in-trade, goods and merchandise, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them,

“Liabilities”: means all unpaid principal of and accrued and unpaid interest on the Loans (including interest accruing (or, to the extent that the same may be lawfully recovered, which would have accrued but for the commencement of any bankruptcy, insolvency, receivership or similar proceeding) after the commencement of any bankruptcy, insolvency receivership or other similar proceeding, regardless of

whether allowed or allowable in such proceeding), all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent, the Issuing Bank or any indemnified party arising under the Loan Documents (including this Deed and including any liability in respect of any further advances made under the Loan Documents), together with all Expenses and all interest under Clause **Error! Reference source not found.** (*Interest*) of the Debenture,

“Mortgaged Property”: any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it,

“Premises”: all buildings and structures from time to time situated on or forming part of any Mortgaged Property,

“Receivable”: an Account owed to a Chargor under or pursuant to a Contract,

“Receivables Account”: the accounts specified in Part I of Schedule 11 (*Initial Receivables Accounts*) of the Debenture and each other account opened or to be opened from time to time by a Chargor with the Account Bank and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time) being accounts to which remittances from Account Debtors are to be paid in respect of Accounts,

“Receiver”: a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Security Assets,

“Records”: all Contracts, invoices and credit notes and other documents, accounting books, records, ledgers, financial and management accounts and other information relating to an Account Debtor or a Receivable including computer programs, tapes, disks, punch cards, data processing software and related property and rights which are used to record the transactions represented by the Contracts,

“Related Rights”: in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise,

“Remittances”: cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement which are received towards payment of a debt,

“Satisfied” in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties,

“Securities”: all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Specified Securities*) of the Debenture, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere,

“Security Assets”: all the assets of each 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 this Deed,

“Specified Contracts” each of the contracts (if any) specified in **Error! Reference source not found.**4 (*Specified Contracts*) of the Debenture

Schedule 1 to the Debenture**The Chargors**

Name	Company Number
Cott Europe Trading Limited	2974459
Cott Retail Brands Limited	2865761
Cott Limited	2186825
Cott Nelson (Holdings) Limited	3464429
Cott (Nelson) Limited	2234044
Cott Beverages Limited	2836071
Cott Private Label Limited	340485
Cott UK Acquisition Limited	7335818
Cott Acquisition Limited	7335813

Schedule 2 to the Debenture
Specified Intellectual Property

Trademarks

Trademark Registrations

Owner	Registration Number	Registration Date	Trademark
BCB Beverages Limited	2153665	11/13/1998	DR LOONY'S BOUNCY BUBBLEGUM
BCB Beverages Limited	2153663	11/13/1998	DR LOONY'S STRAWERRY JELLY
BCB Beverages Limited	2153662	11/13/1998	DR LOONY'S ICE CREAM SODA
BCB Beverages Limited	2115574	6/5/1998	DR LOONY'S
BCB Beverages Limited	2108880	4/4/1997	VIXEN
BCB Beverages Limited	2068275	7/4/1997	DR LOONY'S CHERRY CHOCOLATE DREAM
BCB Beverages Limited	2029496	4/9/1996	EDGE
Cott Beverages Limited	580919	28-OCT-1937	SUNVILL
Cott Beverages Limited	735064	15-OCT-1954	SUNQUEN
Cott Beverages Limited	893935	30-APR-1966	SUNSPRING
Cott Beverages Limited	1085655	26-OCT-1977	BENSADE
Cott Beverages Limited	B1155810	16-JUN-1981	CARTERS
Cott Beverages Limited	1410043	06-DEC-1989	Macaw Logo
Cott Beverages Limited	1410044	06-DEC-1989	MACAW
Cott Beverages Limited	1410045	06-DEC-1989	MACAW
Cott Beverages Limited	1548609	24-SEPT-1993	MINERVA
Cott Beverages Limited	1585492	12-SEPT-1994	COTT RETAIL BRANDS
Cott Beverages Limited	1585494	12-SEPT-1994	COTT
Cott Beverages Limited	2004126	01-DEC-1994	CRYSTAL QUARTZ
Cott Beverages Limited	2016370	01-APR-1995	POP FACTORY
Cott Beverages Limited	2102231	08-JUN-1996	BEN SHAWS
Cott Beverages Limited	2121072	16-JAN-1997	CARTERS GOLD
Cott Beverages Limited	2135258	07-JUN-1997	CARTERS ROYAL
Cott Beverages Limited	2180203	21-OCT-1998	CONNOISSEUR
Cott Beverages Limited	2189200	18-FEB-1999	BENJAMIN SHAW
Cott Beverages Limited	2207437	02-SEP-1999	BULLRING
Cott Beverages Limited	2223475	24-FEB-2000	cola@cott uk
Cott Beverages Limited	2224197	02-MAR-2000	7X
Cott Beverages Limited	2228207	04-APR-2000	RED ROOSTER
Cott Beverages Limited	2235324	08-JUN-2000	CARTERS SIMPLY CLEAR
Cott Beverages Limited	2241867	07-AUG-2000	DR LOVE DR HATE
Cott Beverages Limited	2258301	18-JAN-2001	RED ROCKET
Cott Beverages Limited	2296314	25-MAR-2002	Macaw Head Logo
Cott Beverages Limited	2296317	25-MAR-2002	MACAW (stylized)
Cott Beverages Limited	2308918	23-AUG-2002	IN THE MIX
Cott Beverages Limited	2309729	04-SEP-2002	JUS DE VIE
Cott Beverages Limited	2322716	03-FEB-2003	RR Logo
Cott Beverages Limited	2323810	14-FEB-2003	Drops Logo
Cott Beverages Limited	2323815	18-FEB-2003	H2 & Apple Device

Owner	Registration Number	Registration Date	Trademark
Cott Beverages Limited	2323816	18-FEB-2003	H2 & Orange Device
Cott Beverages Limited	2323959	17-FEB-2003	H2 & Lemon Device
Cott Beverages Limited	2323960	17-FEB-2003	H2 & Berries Device
Cott Beverages Limited	2323961	17-FEB-2003	H2 & Raspberries Device
Cott Beverages Limited	2323962	17-FEB-2003	H2 & Fruit Device
Cott Beverages Limited	2335475	21-JUN-2003	H2 ORANGE SPORTS DRINK & Device
Cott Beverages Limited	2335476	21-JUN-2003	H2 GRAPEFRUIT SPORTS DRINK & Device
Cott Beverages Limited	2335477	21-JUN-2003	H2 LEMON & LIME SPORTS DRINK & Device
Cott Beverages Limited	2350017	26-NOV-2003	COTT SLIM LITE
Cott Beverages Limited	2350018	26-NOV-2003	COTT SLIM LIGHT
Cott Beverages Limited	2350295	01-DEC-2003	COTT WAIST WATCHERS
Cott Beverages Limited	2355744	13-FEB-2004	REFRESHMENT ROOSTER
Cott Beverages Limited	2355745	13-FEB-2004	SPORT ROOSTER
Cott Beverages Limited	2365980	17-JUN-2004	JUICEFUL
Cott Beverages Limited	2365981	17-JUN-2004	EMERGE
Cott Beverages Limited	2367778	08-JUL-2004	ROOSTER ENERGY
Cott Beverages Limited	2367781	08-JUL-2004	ROOSTER SPORT
Cott Beverages Limited	2381243	24-DEC-2004	EAU SO CLEANSING
Cott Beverages Limited	2382284	24-DEC-2004	EAU SO UPLIFTING
Cott Beverages Limited	2382285	24-DEC-2004	EAU SO SKINNY
Cott Beverages Limited	2382970	27-JAN-2005	K PLUS
Cott Beverages Limited	2382971	27-JAN-2005	S PLUS
Cott Beverages Limited	2383853	08-FEB-2005	EAU SO SLIMMING
Cott Beverages Limited	2436935	27-OCT-2006	ORIENT EMPORIUM TEA CO
Cott Beverages Limited	2437990	09-NOV-2006	SOCLEAR SPARKLING WATER & Device
Cott Beverages Limited	2447932	27-FEB-2007	BARE ALL
Cott Beverages Limited	2453046	20-APR-2007	BARE ALL Logo
Cott Beverages Limited	2460295	04-JUL-2007	DRINK A RAINBOW
Cott Beverages Limited	2484790	14-APR-2008	FRUIT SPRITZ device
Cott Beverages Limited	2486529	02-MAY-2008	THE JUICIER COMPANY
Cott Beverages Limited	2489102	03-JUN-2008	SO CLEAR ORGANIC & Device
Cott Beverages Limited	2490146	16-JUN-2008	50 FIFTY logo
Cott Beverages Limited	2490156	16-JUN-2008	THE JUICIER COMPANY logo
Cott Beverages Limited	2490262	17-JUN-2008	AMICI
Cott Beverages Limited	2493124	18-JUN-2008	JUSCI
Cott Beverages Limited	2491260	27-JUN-2008	SPARKLE & CO
Cott Beverages Limited	2493881	29-JUL-2008	SO CLOUDY & Device
Cott Beverages Limited	2503383	26-NOV-2008	RED RAIN
Cott Beverages Limited	2505827	06-JAN-2009	STARS AND STRIPES
Cott Beverages Limited	2509315	23-FEB-2009	SLINGSHOT
Cott Beverages Limited	2510656	09-MAR-2009	RED ROOSTER SUPER CHARGE
Cott Beverages Limited	2530006	27-OCT-2009	EMERGE ENERGY SHOT
Cott Beverages Limited	2530004	27-OCT-2009	EMERGE STIMULATION

Owner	Registration Number	Registration Date	Trademark
			SHOT
Cott Beverages Limited	741803	29-APR-1955	SUNCHARM
Cott Private Label Limited	1212243	07-FEB-1984	CARNIVAL
Cott Private Label Limited	1304592	20-MAR-1987	CARTERS SPLASH
Cott Private Label Limited	B1304593	20-MAR-1987	CARTERS SUMMERTIME
Cott Private Label Limited	1304594	20-MAR-1987	CARTERS CLASSIC
Cott Private Label Limited	1304595	20-MAR-1987	CARTERS S'JOOSEY
Cott Private Label Limited	1304596	20-MAR-1987	ISLANDER
Cott Private Label Limited	1372172	04-FEB-1989	ENGLISH ROYAL
Cott Private Label Limited	1372173	04-FEB-1989	CARTERS FIVE STAR
Cott Private Label Limited	1389777	29-JUN-1989	PINACO
Cott Private Label Limited	1443701	29-SEP-1990	CARTERS
Cott Private Label Limited	1480021	19-OCT-1991	EXTRATIME
Cott Private Label Limited	1536181	18-MAY-1993	Carters Soda Label
Cott Private Label Limited	2028345	26-JUL-1995	Carters CIDER SHANDY Label
Cott Private Label Limited	2115862	14-NOV-1996	TOP KATS
Cott Private Label Limited	2115866	14-NOV-1996	HAPPY POPS
Cott Private Label Limited	2118920	17-DEC-1996	MEGASaurus
Cott Private Label Limited	2120141	07-JAN-1997	WAM
Cott Private Label Limited	2120329	09-JAN-1997	SPOOF
Cott Private Label Limited	2120417	10-JAN-1997	AXESS
Cott Private Label Limited	2120455	10-JAN-1997	NEON
Cott Private Label Limited	2120457	10-JAN-1997	CARTERS SPARKLE
Cott Private Label Limited	2120459	10-JAN-1997	CARTERS STAR
Cott Private Label Limited	2120936	13-JAN-1997	MORSE
Cott Private Label Limited	2121068	16-JAN-1997	JINX
Cott Private Label Limited	2134052	28-MAY-1997	WIDE EYE
Cott Private Label Limited	2135774	13-JUN-1997	SPORTADE
Cott Private Label Limited	2142823	23-AUG-1997	POP MAGIC & Device
Cott Private Label Limited	2142826	23-AUG-1997	Wizard Device

Trademark Applications

Owner	Application Number	Date	Description
Cott Beverages Limited	2545069	19-APR-2010	GETTING YOU THROUGH IT
Cott Beverages Limited	2545310	20-APR-2010	FRENZY

International Trademark Registrations

Country Name	Owner	Registration Number	Date	Trademark
Bahamas	BCB Beverages Limited	3987	23-Jul-1963	ROYAL CROWN
Bahamas	BCB Beverages Limited	3988	23-Jul-1963	ROYAL CROWN
Bahamas	BCB Beverages Limited	4369	10-Dec-1964	DIET-RITE
Bahamas	BCB Beverages Limited	22397	09-Jan-2004	RC
Brazil	BCB International Limited	818341289	04-Nov-1997	STARS & STRIPES
Chile	BCB International Limited	793204	31-Jan-1997	STARS & STRIPES

Czech Republic	Cott Beverages Limited	996972	11-Mar-2009	EMERGE
Czech Republic	Cott Beverages Limited	467589	27-Apr-2009	U FORCE device
European Community	Cott Beverages Limited	3033172	20-DEC-2004	RED ROOSTER
European Community	Cott Beverages Limited	2655892	26-SEP-2003	MACAW
European Community	Cott Beverages Limited	2655900	14-AUG-2003	Macaw Head Logo
European Community	Cott Private Label Limited	642884	3/18/1999	JOOCE
European Community	Cott Beverages Limited	5801105	17-Apr-2008	BARE ALL
European Community	Cott Beverages Limited	5934435	25-Apr-2008	ORIENT EMPORIUM TEA CO
European Community	Cott Beverages Limited	5847629	13-Mar-2008	Bare all (and Leaf Design)
European Community	Cott Beverages Limited	8385262	12-Jan-2010	RED ROOSTER ENERGY SHOT
European Community	Cott Beverages Limited	8500084	27-Jan-2010	RED RAIN
European Community	Cott Beverages Limited	8387334	12-Jan-2010	U FORCE design
European Community	Cott Beverages Limited	1211010	12-Sep-2000	BEN SHAWS
European Community	Cott Beverages Limited	6021687	22-May-2008	GL-7
France	Cott Beverages Limited	93640210	30-Mar-2009	RED RAIN
France	Cott Beverages Limited	093654844	04-Jun-2009	CARTERS
France	Cott Beverages Limited	093659405	23-Jun-2009	CARTERS STAR
Hungary	Cott Beverages Limited	199160	24-Apr-2009	U FORCE design
International Register	Cott Beverages Limited	996972	11-Mar-2009	EMERGE
International Register	Cott Beverages Limited	941160	02-OCT-2007	ORIENT EMPORIUM TEA CO
Ireland	Cott Beverages, Limited	221106	4/4/2001	RED ROOSTER
Ireland	Cott Beverages Limited	241884	29-Jul-2009	CARTERS STAR
Ireland	Cott Beverages Limited	996972	28-Jul-2009	EMERGE
Italy	Cott Beverages Limited	MI/2004/10872	11/3/04	EMERGE
Serbia	Cott Beverages Limited	941160	02-Oct-2007	ORIENT EMPORIUM TEA CO
Slovakia	Cott Beverages Limited	226531	11-Dec-2009	U FORCE device
Venezuela	BCB International Limited	P189755	29-May-1996	STARS & STRIPES

**International
Trademark Applications**

Country Name	Owner	Application Number	Date	Trademark
European Community	Cott Beverages Limited	8932832	05-Mar-2010	COTT

Country Name	Owner	Application Number	Date	Trademark
European Community	Cott Beverages Limited	9017121	09-Apr-2010	CARTERS
European Community	Cott Beverages Limited	9017195	09-Apr-2010	JUICEFUL
Hungary	Cott Beverages Limited	996972	11-Mar-2009	EMERGE
Poland	Cott Beverages Limited	996972	11-Mar-2009	EMERGE
Poland	Cott Beverages Limited	Z-355044	23-Apr-2009	U FORCE device
Slovakia	Cott Beverages Limited	996972	11-Mar-2009	EMERGE

Licenses

Licensor	Licensee	Registration/ Application Number	Date	Description
The London Beth Din	Cott Beverages Limited		3/31/09	KLBD design Pareve Kosher Logo For use on Red Rain Energy and Diet Energy Drinks
Caribbean Flavors, Ltd	Cott Beverages Limited		6/29/06	License of the following marks in conjunction with a Manufacturing and Distribution agreement D&G TING KOLA CHAMPAGNE KOOL KAT OLD JAMAICAN DESNOES & GEDDES
Cott Beverages Limited	1) Choice Brands Europe Limited 2) Retail Brands (Holdings) BV 3) Cott UK Limited	1585494	12-SEP-1994	COTT (Classes 30 and 32)
Cott Beverages Limited	Cott Beverages Limited	2102231	7-OCT-1999	BEN SHAWS (Class 32)

Industrial Designs

Owner	Registration	Date	Description
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	Number		
Cott Beverages Limited	3011241	28-FEB-2003	Design of Bottle
Cott Beverages Limited	3011014	20-FEB-2003	Design of Bottle
Cott Beverages Limited	3011013	20-FEB-2003	Design of Bottle

**Schedule 3 to the Debenture
Specified Securities**

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate numbers
Cott Retail Brands Limited (C/N 02865761)	Cott Limited (C/N 02186825) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	3,810,800	Ordinary A £0 10 each	31
Cott Retail Brands Limited (C/N 02865761)	Cott Limited (C/N 02186825) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	1,445,476	Preferred Ordinary £0 10 each	32
Cott Retail Brands Limited (C/N 02865761)	Cott Europe Trading Limited (C/N 02974459) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	1,860,709	Ordinary £1 00 each	2 & 3
Cott Retail Brands Limited (C/N 02865761)	Cott Beverages Limited (C/N 02836071) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	2,000	Preference £1 00 each	8
Cott Retail Brands Limited (C/N 02865761)	Cott Beverages Limited (C/N 02836071) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	157,837,690	Ordinary £1 00 each	9-18

Cott Beverages Limited (C/N 02836071)	Cott Private Label Limited (C/N 00340485) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	25,000	Ordinary A £0 10 each	15
Cott Beverages Limited (C/N 02836071)	Cott Private Label Limited (C/N 00340485) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	221,469	Ordinary B £0 10 each	16
Cott Beverages Limited (C/N 02836071)	Cott Private Label Limited (C/N 00340485) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	753,531	Ordinary C £0 10 each	17
Cott Beverages Limited (C/N 02836071)	Cott Nelson (Holdings) Limited (C/N 03464429) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	162,669	Ordinary £1 00 each	13
Cott Beverages Limited (C/N 02836071)	Cott US Holding LLC 5519 W Idlewild Ave, Tampa Florida, 33634 USA	169,000,100	\$1 00 each	1
Cott Nelson (Holdings) Limited (C/N 03464429)	Cott (Nelson) Limited (C/N 02234044) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	88,751	Ordinary £1 00 each	12 & 13
Cott UK Acquisition	Cott Acquisition Limited	1	Ordinary	1

Limited (C/N 07335818)	(C/N 07335813) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ		£1 00 each	
Cott Acquisition Limited (C/N 07335813)	Cott Acquisition LLC 5519 W Idlewild Ave, Tampa Florida, 33634 USA	85	\$1 00 each	1

Schedule 9 to the Debenture

Real property

Name of Chargor	Premises at:	County/District	Registered at the Land Registry under Title No:
Cott Beverages Limited	Knottingley Road Pontefract WF8 2XA	Wakefield (local authority district/unitary authority)	WYK486823 WYK486827
Cott Beverages Limited	Citrus Grove Side Ley Kegworth DE74 2FJ	Leicestershire	LT231610 LT165744 LT152600
Cott Beverages Limited	Lindred Road, Lomeshaye Industrial Estate Brierfield Nelson BB9 5SR	Lancashire	LA915344 LA872068 LA714510 LA688838

Schedule 11 to the Debenture

Initial Accounts

Part I - Initial Receivables Accounts

Name of Account holder	Account Bank	Account number	Currency
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400505	GBP
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400506	GBP
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400503	EUR

Part II - Initial Payables Accounts

Name of Account holder	Account Bank	Account number	Currency
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400501	USD
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400502	EUR
Cott Beverages Limited	JP Morgan Chase Bank, N A	38400504	GBP



FILE COPY

**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. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE FOR ALL SUMS DUE
OR TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE SECURED ON THE PROPERTY ACQUIRED BY
COTT BEVERAGES LIMITED ON THE 29 OCTOBER 2016 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 4 NOVEMBER 2016

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2016

[Handwritten signature]



Companies House



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