



Acquisition of a Charge

Company name: **COTT BEVERAGES LIMITED**

Company number: **02836071**

Received for Electronic Filing: **02/11/2016**



Details of Charge

Date of creation: **03/08/2016**

Date of acquisition: **29/10/2016**

Charge code: **0283 6071 0013**

Persons entitled: **JPMORGAN CHASE BANK, N.A. LONDON BRANCH AS SECURITY TRUSTEE**

Brief description: **TRADEMARK "SUNVILL" WITH REGISTRATION NUMBER 580919; TRADEMARK "SUNQUEN" WITH REGISTRATION NUMBER 735064. SEE INSTRUMENT FOR FURTHER DETAILS.**

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: **BRIDGET NICHOLS, CMS CAMERON MCKENNA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2836071

Charge code: 0283 6071 0013

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by COTT BEVERAGES LIMITED on 29th October 2016 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2016 .

Given at Companies House, Cardiff on 3rd November 2016

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**

DATE: 3 AUGUST 2016

DEBENTURE

Between

THE COMPANIES LISTED IN SCHEDULE 1
(as Chargors)

and

JPMORGAN CHASE BANK, N.A., LONDON BRANCH
(as Security Trustee)

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EXECUTION VERSION

THIS DEED is made on **3 AUGUST** 2016

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”); and
- (2) **JPMORGAN CHASE BANK, N.A., LONDON BRANCH** of 125 London Wall, London, EC2Y 5AJ as security trustee for the Secured Parties (as defined in the Credit Agreement (as defined below)) on the terms and conditions set out in this Deed and in the Credit Agreement (as defined below) (in such capacity, the “**Security Trustee**”).

WHEREAS:

- (A) Each Chargor enters into this Deed in connection with an amendment and restatement agreement dated August 2016 and made between, amongst others, Cott Corporation Corporation Cott, Cott Beverages, Inc., Cott Beverages Limited and the other Loan Parties party thereto as Borrowers; the other Loan Parties party thereto; the Lenders party thereto; the Security Trustee as UK Security Trustee; JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent and the other parties thereto, pursuant to which a credit agreement originally dated 17th August 2010 (the “**Credit Agreement**”) and made between amongst others, Cott Corporation Corporation Cott, Cott Beverages, Inc., Cott Beverages Limited, Cliffstar LLC and DS Services of America Inc. as borrowers thereunder; the persons described therein as “Loan Parties”; the persons described therein as “Lenders”; JPMorgan Chase Bank N.A., London Branch as the security trustee thereunder; JPMorgan Chase Bank, N.A. as the administration agent and administration collateral agent thereunder; and the other parties thereto is amended and restated.
- (B) This Deed is, and the guarantee and security provided under it are, supplemental to, and in addition to, the debenture dated 17th August 2010 and made between, amongst others, Cott Beverages Limited and the other chargors named therein, and the Security Trustee and each other UK Security Agreement granted from time to time.
- (C) The Board of Directors of each Chargor, having regard to the benefits accruing to each Chargor from its (or any company which is its holding company’s) participation in the Credit Agreement and receipt of the facilities to be made available thereunder, and to the expectation that the Borrowers under the Credit Agreement will be able to meet their liabilities under the same as they fall due without the need for the security constituted by this Deed to be enforced, is satisfied that the giving of the guarantees and security contained or provided for in this Deed is in the interests of that Chargor and has passed a resolution to that effect, and the members of each Chargor have passed a unanimous resolution approving the entry of that Chargor into this Deed.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

Specific Definitions

- 1.1 Terms defined in the Credit Agreement shall, unless otherwise defined in this Deed or the context otherwise requires, have the same meanings when used in this Deed.
- 1.2 In this Deed, unless the context otherwise requires:

“**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 The Royal Bank of Scotland plc acting through its branch at 51 Market Pl, Long Eaton NG10 1JP;

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

“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;

“Collateral Access Agreement”: a collateral access agreement or landlord waiver, in the respective forms set out in Schedule 8 (*Forms of Collateral Access Agreements*) or otherwise in substance satisfactory to the Security Trustee, addressed by any Collateral Access Counterparty to the Security Trustee and delivered pursuant to Clause 5.6 (*Notices of Charge and Collateral Access Agreements*), as the same may be amended, restated, or otherwise modified from time to time;

“Collateral Access Counterparty”: any third party (including any bailee, consignee, customs broker or similar person) in possession of any Inventory or any landlord of premises where any Inventory is located;

“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 5.6.1;

“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 12.2 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate;

“Environmental Law”: means any applicable law or regulation which relates to:

- (a) the pollution or protection of the environment;
- (b) harm to or the protection of human health;
- (c) the conditions of the workplace; or
- (d) any emission or substance capable of causing harm to any living organism or the environment;

“Environmental Permits”: any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group;

“Equipment”: the equipment particulars of which are set out in Schedule 10 (*Equipment*) 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 this Deed), 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;

“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 Schedule 2 (*Specified Intellectual Property*);

“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 Secured Parties 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 2.3 (*Interest*);

“LPA”: the Law of Property Act 1925;

“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*) 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;

“Secured Liabilities”: all Liabilities, together with all (i) Banking Services Obligations and (ii) Swap Agreement 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 Liabilities 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 Liabilities upon delivery of a notice signed by the applicable Lender or its Affiliate and the Borrower Representative designating such Banking Services Obligations as Secured Liabilities entitled to the benefits of the Collateral Documents, (y) Swap Agreement Obligations with respect to Swap Agreements in which Chase or its Affiliate is the counterparty shall constitute Secured Liabilities entitled to the benefit of the Collateral Documents without any further action on the part of any Person, and (z) Swap Agreement Obligations with respect to Swap Agreements in which any other Lender or its Affiliate is a counterparty shall be Secured Liabilities if on or before the thirtieth day after any transaction relating to such Swap Agreement 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 Liability entitled to the benefits of the Collateral Documents provided however that the definition of “Secured Liabilities” shall not create any guarantee by any Loan Guarantor of or grant of security interest by any Loan Guarantor to support, as applicable, any Excluded Swap Obligations of such Loan Guarantor for purposes of determining any obligations of any Loan Guarantor;

“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 this Deed, 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 Schedule 4 (*Specified Contracts*) of this Deed.

General Definitions

1.3 Any reference in this Deed to:

- 1.3.1 the “Security Trustee”, a “Chargor”, “Borrower” or the “Secured Parties” shall be construed so as to include its or their successors, permitted transferees and permitted assigns, whether immediate or derivative, and, in the case of the Security Trustee, shall include any person for the time being appointed as Security Trustee or

as an additional Security Trustee for the purpose of, and in accordance with, the Credit Agreement;

- 1.3.2 the “assets” of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person;
- 1.3.3 a “Clause” or a “Schedule” is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed;
- 1.3.4 “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent; and
- 1.3.5 a “person” shall include any person, firm, company, partnership, corporation or unincorporated body of persons or any state or government or any agency or delegate of them.

Construction

- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
 - 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.6 Each term in any Loan Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.
- 1.7 Any reference in this Deed to any Loan Document or any other agreement or other document shall be construed as a reference to that Loan Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - 1.7.1 there is an increase or decrease in any facility made available under that Loan Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.7.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.7.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.7.4 the identity of the parties is changed;
 - 1.7.5 the identity of the providers of any security is changed;

- 1.7.6 there is an increased or additional liability on the part of any person; or
- 1.7.7 a new agreement is effectively created or deemed to be created.
- 1.8 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as the same may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned.
- 1.9 References in this Deed to laws, statutes or statutory provisions shall be construed as referring to such laws, statutes or statutory provisions as respectively replaced, amended, extended, consolidated or re-enacted from time to time and shall include any order, regulation, instrument or other subordinate legislation made under the relevant law, statute or statutory provision.
- 1.10 The table of contents and headings in this Deed are inserted for convenience only and have no legal effect.
- 1.11 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.12 Any change in the constitution of any of the parties to this Deed or their absorption of or amalgamation with any other person or the acquisition of all or part of their undertaking by any other person shall not in any way prejudice or affect their rights under this Deed.
- 1.13 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.

Third Party Rights

- 1.14 Unless otherwise expressly stated, nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 1.15 Notwithstanding any term of this Deed, and subject to the terms of the Credit Agreement, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. Covenant to Pay and Guarantee

Covenant to Pay

- 2.1 Each Chargor covenants with the Security Trustee (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 Loan Documents or, in the absence of any such express terms, on demand.

Guarantee

- 2.2 Each Chargor irrevocably and unconditionally jointly and severally:
- 2.2.1 guarantees to the Security Trustee (as trustee for the Secured Parties) the punctual payment, performance and discharge of the Secured Liabilities;
- 2.2.2 undertakes with the Security Trustee (as trustee for the Secured Parties) that whenever any Borrower does not pay any amount or perform or discharge any obligation in respect of the Secured Liabilities when due, that Chargor shall immediately on demand by the Security Trustee pay that amount or perform or discharge that obligation as if it was the principal obligor; and

- 2.2.3 agrees to indemnify the Security Trustee immediately on demand against any cost, loss or liability suffered by the Security Trustee (whether for its own account or as trustee for the Secured Parties but in the absence of gross negligence or wilful misconduct on its part (as finally determined by a court of competent jurisdiction) or any of the other Secured Parties if any obligation guaranteed by that Chargor is or becomes unenforceable, invalid or illegal). The amount of the cost, loss or liability shall be equal to the amount which the Security Trustee (whether for its own account or as trustee for the Secured Parties) and/or any of the other Secured Parties would otherwise have been entitled to recover.

Interest

- 2.3 Each Chargor covenants with the Security Trustee to pay interest on any amounts due under Clause 2.1 (*Covenant to Pay*) and/or Clause 2.2 (*Guarantee*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at the rate and in the manner specified in section 2.13(f) of the Credit Agreement, provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. Fixed Security

Charges

- 3.1 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 Secured Parties) by way of fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:
- 3.1.1 ***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*);
 - 3.1.2 ***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;
 - 3.1.3 ***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;
 - 3.1.4 ***Equipment*** - all Equipment in its ownership or possession (but excluding any of those items to the extent that they are part of its Inventory);
 - 3.1.5 ***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);
 - 3.1.6 ***Insurances*** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;

- 3.1.7 **Receivables** – all Receivables, the Ancillary Rights relating to them and all Collections received in respect of them;
- 3.1.8 **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*);
- 3.1.9 **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;
- 3.1.10 **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;
- 3.1.11 **Securities** - all Securities and their Related Rights;
- 3.1.12 **Goodwill and uncalled capital** – all of its goodwill and uncalled capital;
- 3.1.13 **Intellectual property** - all Intellectual Property;
- 3.1.14 **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;
- 3.1.15 **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 Secured 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.

3.2 Notwithstanding the charge of Receivables constituted by Clause 3.1.6 (*Receivables*):

- 3.2.1 the Security Trustee shall not have any obligation to any Chargor to make any enquiry as to the nature or sufficiency of any Remittance;

- 3.2.2 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
- 3.2.3 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 Secured 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.

4. Floating Charge

Creation of Floating Charge

- 4.1 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 Secured Parties) by way of a 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 3 (*Fixed Security*).
- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 above.

Conversion by Notice

- 4.3 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 4.1 (*Creation of Floating Charge*) 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) or the relevant Security Assets of that Chargor (in the case of Clause 4.3.2) specified in the notice if:
 - 4.3.1 a Default has occurred and while the same is continuing; or
 - 4.3.2 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

- 4.4 Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 4.1 (*Creation of Floating Charge*) 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:
 - 4.4.1 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);
 - 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of such Security Assets; or
 - 4.4.3 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.

5. Perfection of Security

Registration at HM Land Registry

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [JPMorgan Chase Bank, N.A. London Branch] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or other duly authorised officer".

- 5.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee.
- 5.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall promptly provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 5.4 Subject to the provisions of the Credit Agreement, each Lender is under an obligation to make further advances to the Borrowers under the Credit Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

Acquisition of New Land

- 5.5 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:
- 5.5.1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Trustee to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property;
- 5.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and
- 5.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold

land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, immediately after registration of it as the proprietor of the relevant registered estate, provide the Security Trustee with an official copy of the register recording the same.

Notices of Charge and Collateral Access Agreements

5.6 Each Chargor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in executing and delivering:

5.6.1

- (a) to each of the counterparties to each Specified Contract to which it is a party a notice in the form set out in Part 1 of Schedule 5 (*Form of Notice of Charge – Specified Contracts*);
- (b) to each Account Bank and other bank or financial institution (other than the Security Trustee) in respect of each account of that Chargor opened or maintained with it a notice in the form set out in Part 1 of Schedule 6 (*Form of Notice of Charge – Receivables Accounts*) or, as the case may be, Part 1 of Schedule 7 (*Form of Notice of Charge – Other Bank Accounts*);
- (c) to each Collateral Access Counterparty a Collateral Access Agreement in the appropriate form set out in Part 1 of Schedule 8 (*Form of Collateral Access Agreements*);

5.6.2 in respect of any other asset which is charged pursuant to Clause 3 (*Fixed Security*), a notice of charge in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice and Collateral Access Agreement shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall take all reasonable steps to procure that each of the persons on whom any such notice is served or, as the case may be, each Collateral Access Counterparty promptly provides to the Security Trustee a duly signed acknowledgement of that notice or, as the case may be a counterpart copy of that Collateral Access Agreement in the respective form set out in Schedule 5 (*Form of Notice of Charge – Specified Contracts*), Schedule 6 (*Form of Notice of Charge – Receivables Accounts*), Schedule 7 (*Form of Notice of Charge – Other Bank Accounts*) or Schedule 8 (*Form of Collateral Access Agreements*) or in such other form in any case as the Security Trustee may reasonably require.

Acknowledgement of Notice

5.7 The execution of this Deed by the Chargors and the Security Trustee shall constitute notice to and acknowledgement from the Security Trustee of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Trustee.

Deposit of Documents of Title

5.8 Each Chargor shall promptly deposit with the Security Trustee (unless already held by it or its solicitors on behalf of and to the Security Trustee's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.

Deposit of Securities

- 5.9 Each Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 5.9.1 deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
 - 5.9.2 execute and deliver to the Security Trustee all share transfers and other documents as the Security Trustee may from time to time request in order to enable the Security Trustee (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Trustee may at any time without notice complete and present such transfers and documents for registration.
- 5.10 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 5.11 For the purposes of Clauses 5.9 and 5.10 above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

Registration of Intellectual Property

- 5.12 Each Chargor shall, subject to the Permitted Perfection Limitations, execute all such documents and do all such acts that the Security Trustee may require to record the interest of the Security Trustee in any applicable registers relating to any Intellectual Property.

Filings

- 5.13 Each Chargor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, in any jurisdictions and with any filing offices as the Security Trustee may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Security Trustee in connection herewith. Such financing statements may describe the collateral in the same manner as described in any security agreement or pledge agreement entered into by the parties in connection herewith or may contain an indication or description of collateral that describes such property in any other manner as the Security Trustee may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Security Trustee in connection herewith, including, without limitation, describing such property as “all assets” or “all personal property”, in each case “whether now owned or hereafter acquired and wherever located”.

6. Further Assurance

Further Assurance

- 6.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 6.1.1 perfect the security created or intended to be created in respect of the Security Assets (which may include the execution by that Chargor of a mortgage, charge, assignment

or other Security over all or any of the assets forming part of, or which are intended to form part of, the Security Assets);

- 6.1.2 confer on the Security Trustee Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
- 6.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law;
- 6.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Security Assets; and/or
- 6.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed.

Necessary Action

- 6.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed.

Implied Covenants for Title

- 6.3 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (subject only to any UK Security Agreement), save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to each Chargor without, in each case, the benefit of section 6(2) of that Act.

Representations

- 6.4 Each Chargor represents to the Security Trustee (as trustee for the Secured Parties) that:
 - 6.4.1 it has a good, valid and marketable title to, or valid leases or licences of, and all appropriate authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations to use, the assets necessary to carry on its business as it is being conducted; and
 - 6.4.2 it is the sole legal and beneficial owner of all its Security Assets.

Exclusion of Intellectual Property from Security

- 6.5 Each Chargor shall use all commercially reasonable endeavours to procure that any Exclusions applying to any Intellectual Property are Satisfied as soon as practicable after the date of this Deed and shall notify the Security Trustee, regularly thereafter, of the steps being taken in relation to any such Exclusion and, promptly, when any such Exclusion is Satisfied.
- 6.6 Immediately upon any Exclusion being Satisfied, the Intellectual Property concerned shall become the subject of an effective charge pursuant to, and in accordance with, Clause 3.1.13 (*Intellectual Property*) and the relevant Chargor shall promptly deliver a copy of any relevant consent to the Security Trustee.
- 6.7 Each Chargor shall hold on trust for the Security Trustee (as trustee for the Secured Parties) all its interest in and to all Intellectual Property subject to any Exclusion until that Exclusion is Satisfied.

7. General Undertakings

Negative Pledge

- 7.1 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

- 7.2 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:
- 7.2.1 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;
 - 7.2.2 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 4.1 (*Creation of Floating Charge*);
 - 7.2.3 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;
 - 7.2.4 Receivables which may be disposed of in accordance with Clause 7.20 (*Receivables*) but not otherwise.

Access

- 7.3 Each Chargor shall permit the Security Trustee and any other person nominated by it access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Security Assets in accordance with the provisions of Section 5.06 (*Books and Records; Inspection Rights*) of the Credit Agreement as if the same had been incorporated in this Deed, *mutatis mutandis* (without, in any case, becoming liable to account as mortgagee in possession).

Insurance

- 7.4 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Security Assets (insofar as they are of an insurable nature) in accordance with Section 5.09 (*Insurance*) of the Credit Agreement.
- 7.5 [Intentionally omitted.].
- 7.6 Each Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance as is required by Section 5.09 (*Insurance*) of the Credit Agreement and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon request, produce to the Security Trustee receipts showing the payment of such moneys (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

- 7.7 Each Chargor shall, on written demand by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to any such insurance as is required by Section 5.09 (*Insurance*) of the Credit Agreement (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease). Where, in the case of leasehold property, such insurance is effected by the landlord or the terms of the relevant lease require the landlord to effect insurance, each Chargor shall use all reasonable endeavours to enforce the covenants by its landlord relating to insurance contained in that lease (including any reinstatement covenants).
- 7.8 No Chargor shall do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may could reasonably be expected to make any such insurance as is required by Section 5.09 (*Insurance*) of the Credit Agreement void or voidable.

Remedying Insurance Defaults

- 7.9 If default shall be made by any Chargor in complying with Clause 7.4 above, the Security Trustee may (but shall not be obliged to) effect or renew any such insurance as is required by that Clause on such terms, in such name(s) and in such amount(s) as the Security Trustee reasonably considers appropriate. All moneys expended by the Security Trustee in so doing shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Proceeds of Insurance

- 7.10 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Security Assets of an insurable nature shall be applied in accordance with Sections 2.11(c) and 2.11(d) of the Credit Agreement.

Compliance with Laws and Regulations

- 7.11 Each Chargor shall comply with all laws and regulations for the time being in force relating to or affecting its business or any Security Asset except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect and shall obtain and promptly renew from time to time and comply with the terms of all consents, approvals, authorisations, licences and/or exemptions which may be necessary to enable it properly to operate its business or which are necessary to preserve, maintain or renew any Security Asset except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.
- 7.12 Without prejudice to the generality of Clause 7.11 above, each Chargor shall comply with:
- 7.12.1 the terms and conditions of all Environmental Permits; and
- 7.12.2 all other Environmental Laws insofar as they relate to any Security Asset,
- in each case where failure to do so could not reasonably be expected to have a Material Adverse Effect.

Notices relating to Security Assets

- 7.13 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Security Assets:
- 7.13.1 deliver a copy to the Security Trustee;

- 7.13.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
- 7.13.3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Security Assets or the security constituted or intended to be constituted by this Deed.

Voting Rights and Dividends relating to Securities

- 7.14 At any time prior to the occurrence of an Event of Default which is continuing:
 - 7.14.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, *provided that* no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Credit Agreement or would, in the reasonable opinion of the Security Trustee, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
 - 7.14.2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Security Trustee (or its nominee(s)), the Security Trustee will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request.
- 7.15 At any time after the occurrence of an Event of Default and while the same is continuing, the Security Trustee may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):
 - 7.15.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
 - 7.15.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Secured Parties) and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with Clause 15.1 (*Order of Application*);
 - 7.15.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)); and
 - 7.15.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

- 7.16 Each Chargor shall promptly pay all calls and other payments which may become due and payable in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any

sums so paid by the Security Trustee shall be reimbursed by the relevant Chargor to the Security Trustee on demand and shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

- 7.17 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 7.18 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 7.19 Each Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.

Receivables

- 7.20 Each Chargor shall:
- 7.20.1 as agent of the Security Trustee, collect its Receivables in the ordinary course of business and not enter into any agreement or arrangement for the factoring, sale or discounting of its Receivables with any other party or any other arrangement which may be prejudicial to or jeopardise the Security Trustee's security interest in the Receivables;
- 7.20.2 instruct all Account Debtors to pay all Remittances into the relevant Receivables Account and so that if any Remittance is received by the Company otherwise than being credited direct to the relevant Receivables Account, the Company shall hold such Remittance on trust for the Security Trustee and will, promptly after becoming aware of the same, pay it or cause it to be paid to the Security Trustee or as the Security Trustee directs and will not, for the avoidance of any doubt, negotiate such Remittance or pay it into any other account. After the occurrence of an Event of Default which is continuing, the Security Trustee may, but shall not be obliged to, give notice to any person of its security interest in the relevant Remittance;
- 7.20.3 promptly perform or cause to be performed, and comply in a timely manner with, all of its further and continuing obligations to each of its Account Debtors;
- 7.20.4 hold all Records relating to the Receivables to the order of the Security Trustee;
- 7.20.5 not:
- (a) amend, vary or terminate any Contract;
 - (b) waive or agree to waive any breach of any Contract;
 - (c) agree to or make any change or amendment to the standard terms and conditions of business that it has entered into with its suppliers (including, without limitation, any change to any retention of title or similar provisions);
- in each case to the extent any such amendment, variation or waiver would be materially adverse to the Lenders;

- 7.20.6 not re-date any invoice without the Security Trustee's prior written consent;
- 7.20.7 furnish to the Security Trustee any information that the Security Trustee may reasonably request regarding the Receivables including copies of any invoices, underlying agreements, instruments or other documents and the identity of the Account Debtors in respect of Receivables referred to therein;
- 7.20.8 if any Account Debtor disputes a Receivable or its liability to pay by its due date or asserts any counterclaim or claim for reduction of, or retention or set-off against, a Receivable the relevant Chargor in each case in respect of an amount exceeding £100,000 or its equivalent shall:
- (a) promptly give the Security Trustee full details of such dispute, assertion, counterclaim or claim; and
 - (b) as agent of the Security Trustee, use its best endeavours to settle such dispute, assertion, counterclaim or claim promptly and directly with such Account Debtor at no expense to the Security Trustee in a manner consistent with normal and prudent debt management practice but so that no discount, credit or allowance shall be granted to any Account Debtor without the Security Trustee's written consent (acting reasonably and without undue delay), except for discounts, credits and allowances made or given in the ordinary course of trading consistently with normal and prudent debt management practice at a time when no Event of Default has occurred and is continuing.

Other Debts

- 7.21 No Chargor shall at any time deal with its other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Remittances relating to them into such account as the Security Trustee may direct from time to time. Each Chargor shall, pending such payment in, hold all such Remittances upon trust for the Security Trustee (as trustee for the Secured Parties).
- 7.22 Each Chargor agrees with the Security Trustee that any moneys received by the Security Trustee under Clause 7.21 (*Other Debts*) which derive from rental income of that Chargor shall be received by the Security Trustee in its capacity as chargee pursuant to Clause 3.1.8 (*Other debts*) and not in its capacity as mortgagee of any Mortgaged Property.

Receivables Accounts and other accounts

- 7.23 Each Chargor shall promptly deliver to the Security Trustee, on the date of this Deed and, if any change occurs subsequently, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Initial Receivables Accounts and the Initial Payables Accounts or the Security Trustee). Each Chargor undertakes that it shall not, without the Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any such account or close any such account to the extent any such variation would be materially adverse to the Lenders, and each Chargor represents at the date of this Deed that it does not maintain any account with a bank or financial institution other than (i) as set out in Schedule 11 (*Initial Accounts*), (ii) the USD account maintained by Cott Retail Brands Limited with the Account Bank, having account number 41312092 and (iii) the trust account maintained by Cott Beverages Limited with the Account Bank, having account number 38400507.
- 7.24 Each Chargor agrees with the Security Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on:

- 7.24.1 any Receivables Account; or

7.24.2 any deposit account with any bank or financial institution (other than the Account Bank or the Security Trustee),

except, in any case, with the prior written consent of the Security Trustee.

Premises, Plant and Machinery

7.25 Each Chargor shall at all times, to the Security Trustee's satisfaction, repair and keep:

7.25.1 the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and

7.25.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value,

in each case to the extent that failure to do so might reasonably be expected to have a material adverse effect on the value of, or enforceability or priority of the security constituted by this Deed over, such Premises or any Security Assets which may at any time be located on them.

7.26 If default shall be made by any Chargor in complying with Clause 7.25 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in Clause 7.32 (*Remedying Mortgaged Property Defaults*) for this purpose. All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

7.27 No Chargor shall, without the prior written consent of the Security Trustee, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

Mortgaged Property

7.28 No Chargor shall, except as expressly permitted by the terms of the Credit Agreement or with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed):

7.28.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or

7.28.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.

7.29 Each Chargor shall:

7.29.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property in each case except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.; and

7.29.2 duly and punctually perform and observe any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property,

in each case, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

7.30 No Chargor shall:

- 7.30.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property other than normal lessee covenants in any lease of Mortgaged Property under which a Chargor is lessee; or
- 7.30.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 7.25 above).

7.31 Each Chargor shall punctually pay or cause to be paid when due (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against:

- 7.31.1 any and all cost, loss or liability arising from any breach by a Chargor of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property;
- 7.31.2 all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Mortgaged Property or by the owner or occupier of its Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment).

Remedying Mortgaged Property Defaults

7.32 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the relevant Chargor shall, unless, in the case of a default in performing a covenant or undertaking, the relevant Chargor can satisfy the Security Trustee that it is contesting the existence of such default diligently and in good faith, permit the Security Trustee and its agents and contractors:

- 7.32.1 to enter on the Mortgaged Property;
- 7.32.2 to comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and
- 7.32.3 to take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

7.33 All moneys expended by the Security Trustee in taking any steps referred to in Clause 7.32 above shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Intellectual Property

7.34 Each Chargor shall:

- 7.34.1 preserve and maintain the subsistence and validity of its Intellectual Property except where failure to do so could not reasonably be expected to result in a Material Adverse Effect;
- 7.34.2 use commercially reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property;
- 7.34.3 make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property except where failure to do so could not reasonably be expected to result in a Material Adverse Effect and subject to the Permitted Perfection Limitations;
- 7.34.4 not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of such Intellectual Property or imperil the right of any member of the Group to use such property; and
- 7.34.5 not discontinue the use of its Intellectual Property,

in each case being Intellectual Property used or useful in the conduct of its business.

Not Jeopardise Security

- 7.35 No Chargor shall 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 to the Security Trustee of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

8. Enforcement of Security

When Security becomes Enforceable

- 8.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Event of Default which is continuing but so that, for the avoidance of doubt, an Event of Default on the basis of which any of such powers are so exercised shall not, save as otherwise agreed by the Security Trustee, be capable of remedy or cure after any such exercise has taken place.
- 8.2 After the security constituted by this Deed has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Security Assets.

Right of Appropriation

- 8.3 To the extent that any of the Security Assets constitute “financial collateral” and this Deed and the obligations of any Chargor under this Deed constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “FCA Regulations”)), the Security Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of

valuation provided for in this Clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

8.4 The Security Trustee may at any time:

8.4.1 redeem any prior Lien against any Security Asset; or

8.4.2 procure the transfer of that Lien to itself; or

8.4.3 settle and pass the accounts of the person or persons entitled to such Lien (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).

8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Trustee on demand and shall be secured by this Deed.

9. Extension and Variation of the LPA

General

9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.

9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

9.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA.

Intellectual Property

9.4 For the purpose of enabling the Security Trustee to exercise its rights and remedies under this Deed at such time as the security constituted by this Deed has become enforceable, each Chargor hereby:

9.4.1 grants to the Security Trustee, for the benefit of the Secured Parties, an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to any Company) to use, licence or sub-licence any and all Intellectual Property, now owned or hereafter acquired by such Chargor, and wherever the same may be located, and including in such licence access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; and

9.4.2 irrevocably agrees that the Security Trustee may sell or otherwise transfer any of such Chargor's Inventory to any person, including, without limitation, persons who have previously purchased the Chargor's Inventory from such Chargor, and in connection with any such sale or other enforcement of the Security Trustee's rights under this Deed, the Security Trustee may sell Inventory which bears any trade mark owned by or licensed to such Chargor and any Inventory that is covered by any copyright or patent owned by or licensed to such Grantor to such Inventory and the Security Trustee may complete or authorise the completion of any work in process and affix

any trade mark owned by or licensed to such Chargor to such Inventory and sell or otherwise transfer such Inventory as provided in this Deed.

With respect to trade marks included in the licence contained in Clause 9.4.1 above, the Security Trustee and other Secured Parties agree that the quality of goods and services offered by them or on their behalf under each such trade marks shall be maintained at a level that is substantially comparable to that prevailing at the time of the relevant Event of Default or as otherwise approved by the owner of the applicable Trademark(s).

Privileges

- 9.5 Each Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. Appointment of Receiver and Administrator

Appointment

- 10.1 At any time after the security constituted by this Deed has become enforceable or if any Chargor so requests the Security Trustee in writing (in which case the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to any Chargor:
- 10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA; or
 - 10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

Removal

- 10.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):
- 10.2.1 remove any Receiver appointed by it; and
 - 10.2.2 may, whenever it deems it expedient, appoint any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 10.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Security Assets.

Capacity of Receiver

- 10.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 10.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

- 10.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 10.7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Security Trustee.

11. Powers of Receiver

General

- 11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred by law.
- 11.2 Without prejudice to the generality of this Clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 11.3 Each Receiver shall have the following powers (and every reference in this Clause 11.3 to the “Security Assets” shall be read as a reference to that part or parts of the Security Assets in respect of which that Receiver was appointed):
- 11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
 - 11.3.2 power to take immediate possession of, get in and collect any Security Asset;
 - 11.3.3 power to carry on the business of any Chargor as he thinks fit;
 - 11.3.4 power (but without any obligation to do so) to:
 - (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets;
 - (b) commence or complete any building operations on the Mortgaged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Security Assets and make objections to any order for the acquisition of all or any part of the Security Assets and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,in each case as he thinks fit;
 - 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the

purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.3 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment));

- 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Security Asset either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 11.3.7 power to sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 11.3.9 power to let any Security Asset for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Security Asset or in relation to any Chargor which may seem to him to be expedient;
- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Security Asset;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Security Asset;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Security Assets and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Security Assets all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Security Trustee's Powers

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Trustee in relation to any Security Asset, irrespective of whether or not it has taken possession of any Security Asset and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. Discretions and Delegation

Discretion

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 12.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. Power of Attorney

Appointment and Powers

- 13.1 Each Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and
- 13.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including, after this Deed has become enforceable in accordance with Clause 8.1 (*When Security Becomes Enforceable*), the exercise of any right of an absolute legal or beneficial owner of the Security Assets).

Ratification

- 13.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*).

14. Protection of Purchasers

Consideration

- 14.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Security Assets (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any

acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

14.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:

14.2.1 whether the Secured Liabilities have become payable; or

14.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or

14.2.3 whether any money remains due under the Loan Documents; or

14.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. Application of Proceeds

Order of Application

15.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order of priority (but without prejudice to the right of the Security Trustee to recover any shortfall from any Chargor):

15.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;

15.1.2 in or towards payment of all other Expenses;

15.1.3 in payment to the Administrative Agent for application or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Secured Parties in accordance with the order of application set out in Section 2.18(b) of the Credit Agreement (notwithstanding any purported appropriation by any Chargor); and

15.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.

Suspense Account

15.2 Until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may:

15.2.1 without affecting the liability of any Chargor under this Deed:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Liabilities; or

(b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled

to direct the appropriation of any such moneys, security or rights or to enjoy the benefit of the same; and/or

15.2.2 hold in an interest bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities.

15.3 Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Trustee to be a fair market rate.

New Accounts

15.4 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Secured Party at any time receives, or is deemed to have received, notice of any subsequent Lien or other interest affecting any Security Asset, the Security Trustee and/or any other relevant Secured Party may open a new account with any relevant Chargor.

15.5 If the Security Trustee and/or any other Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of any Chargor to the Security Trustee (whether in its capacity as trustee for the Secured Parties or otherwise) and/or any other Secured Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

15.6 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Secured Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Secured Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Secured Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Secured Party in respect of, any such currency conversion.

Certificate

15.7 Any certificate signed by an officer of the Security Trustee as to the amount at any time owing under any Loan Document shall, in the absence of manifest error, be conclusive and binding upon the Chargors.

16. No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Security Assets or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Security Assets or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Security Assets or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Security Assets or the Loan Documents.

17. Set-Off

Without limiting any other rights conferred on the Security Trustee and/or any other Secured Party by law or by any other agreements entered into with any Chargor, the Security Trustee and each other Secured Party shall have the following rights exercisable by it at any time without notice to any Chargor:

- 17.1.1 the right to set off any matured obligation whatsoever due from that Chargor under the Loan Documents (to the extent beneficially owned by the Security Trustee or, as the case may be, such Secured Party) against any obligation whatsoever (whether matured or not) owed by the Security Trustee or, as the case may be, such Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation;
- 17.1.2 the right, where the obligations referred to in Clause 17.1.1 above are in different currencies, to convert either obligation at such market rate of exchange as the Security Trustee or, as the case may be, such Secured Party shall reasonably select for the purpose of that set-off; and
- 17.1.3 the right, where any obligation referred to in Clause 17.1.1 is unliquidated or unascertained, to set off in an amount estimated by it in good faith to be the amount of such obligation.

Neither the Security Trustee nor any of the other Secured Parties shall be obliged to exercise any right conferred by this Clause 17.

18. The Security Trustee as Trustee

- 18.1 The Security Trustee hereby declares itself trustee of the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Security Trustee or to its order or held by the Security Trustee or its nominee(s) or received or recovered by the Security Trustee or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for itself and each of the other Secured Parties absolutely *pro rata* (save as may otherwise be agreed between the Security Trustee and the other Secured Parties from time to time) to the moneys, obligations and liabilities of each Chargor owed to all the Secured Parties (including the Security Trustee) from time to time secured by this Deed.
- 18.2 All moneys received by the Security Trustee or any Receiver or Delegate shall be held by it or him upon trust for the Security Trustee and the other Secured Parties according to their respective interests to apply the same in the order specified in Clause 15.1 (*Order of Application*).
- 18.3 The trusts in this Deed shall remain in force until whichever is the earlier of:
 - 18.3.1 the expiration of a period of 125 years from the date of this Deed; or
 - 18.3.2 receipt by the Security Trustee of confirmation in writing from all of the Secured Parties that the Secured Liabilities are no longer outstanding.

19. Effectiveness of Guarantee and Security

Continuing Security

- 19.1 The guarantee and security constituted by this Deed shall remain in full force and effect as a continuing security, unless and until discharged by the Security Trustee, and will extend to the

ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 19.2 The guarantee and security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative, in addition to and independent of any other guarantee or security which the Security Trustee or any other Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law.

Reinstatement

- 19.3 Where any discharge, whether in respect of the obligations of any Chargor or any security for those obligations or otherwise, is given or any arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise, the liability of each Chargor under this Deed shall continue as if the discharge or arrangement had not occurred.
- 19.4 The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

Waiver of Defences

- 19.5 Neither the obligations of any Chargor under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this Clause 19.5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Security Trustee or any other Secured Party) including:
- 19.5.1 any time, waiver or consent granted to, or composition with, any person;
 - 19.5.2 the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - 19.5.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
 - 19.5.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, any person;
 - 19.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Loan Document or any other document or Lien including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any Loan Document or other document or Lien;
 - 19.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
 - 19.5.7 any insolvency or similar proceedings.

Guarantor Intent

- 19.6 Without prejudice to the generality of Clause 19.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the guarantee constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any facility or amount made available under any of the Loan Documents and/or any of the Loan Documents including, without limitation, any of the same which are for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; and/or any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, together with any fees, costs and/or expenses associated with any of the foregoing.

Immediate Recourse

- 19.7 Each Chargor waives any right it may have of first requiring the Security Trustee or any other Secured Party to proceed against or enforce any other rights or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any Borrower, any other Loan Party or any other person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of any Loan Document to the contrary.

Non-competition

- 19.8 Until the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed or discharged in full, no Chargor shall, after a claim has been made against it under this Deed or by virtue of any payment, performance or discharge by it of its obligations under this Deed:
- 19.8.1 be entitled to any right of contribution or indemnity from any person in respect of any payment made or moneys received on account of its liability under this Deed;
 - 19.8.2 be subrogated to any rights, security or moneys held, received or receivable by the Security Trustee or any of the other Secured Parties under this Deed or any other Loan Document or any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Security Trustee or any other Secured Party;
 - 19.8.3 claim, rank, prove or vote as a creditor of any Borrower or another Chargor or in their respective estates in competition with any of the Secured Parties unless the Security Trustee so directs in which case it shall; or
 - 19.8.4 receive, claim or have the benefit of any payment, right, distribution or security from or on account of, or exercise any right of set-off as against, any Borrower or Chargor, unless the Security Trustee so directs in which case it shall.
- 19.9 The rights of the Security Trustee and/or any of the other Secured Parties under Clause 19.8 above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.
- 19.10 If a Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 19.8 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, to be repaid in full on trust for the Security Trustee (as trustee for the Secured Parties) and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 15.1 (*Order of Application*).

- 19.11 Each Chargor shall hold in trust for and promptly pay or transfer to the Security Trustee (as trustee for the Secured Parties) any payment or distribution or security received by it either contrary to Clause 19.8 above or as a result of a direction of the Security Trustee given under that Clause. If any Chargor exercises any right of set-off contrary to Clause 19.8.4, it will immediately pay an amount equal to the amount set off to the Security Trustee (as trustee for the Secured Parties).

Security held by Chargors

- 19.12 No Chargor shall hold any security from any other person in respect of its liability under this Deed. Each Chargor shall hold any security held by it in breach of this Clause 19.12 on trust for the Security Trustee (as trustee for the Secured Parties).

20. Payments

Manner of Payments

- 20.1 Each Chargor shall make all payments to be made by it under this Deed in immediately available funds in the currency in which the relevant indebtedness is denominated or, if different, is payable and to such account and in such manner as the Security Trustee may direct.

Payments Free of Deduction

- 20.2 All payments to be made by any Chargor under this Deed will be made without any set-off or counterclaim and free and clear of and without deduction for or on account of tax, unless the relevant Chargor is required by law to make such payment subject to the deduction or withholding of tax, in which case the sum payable by that Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Security Trustee receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

21. Expenses, Stamp Taxes and Indemnities

Expenses

- 21.1 Each Chargor will immediately on demand pay to the Security Trustee the amount of all reasonable costs and expenses (including legal fees) incurred by it or any Receiver or Delegate in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed and any amendment, waiver, consent or suspension of rights (or any proposal for any of the foregoing) requested by or on behalf of that Chargor and relating to this Deed.
- 21.2 Each Chargor will immediately on demand pay to the Security Trustee the amount of all costs and expenses (including legal fees) incurred by it or any Receiver or Delegate in connection with the enforcement of, or the defence, protection and/or preservation of, the security constituted by this Deed or any of the rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law.

Stamp Taxes

- 21.3 Each Chargor will pay, and immediately on demand indemnify, the Security Trustee against any liability it incurs in respect of, any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement, of this Deed, the security constituted by this Deed or any judgment given in connection with this Deed.

General Indemnity

- 21.4 Each Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Trustee and every Receiver and Delegate (each such person, an “Indemnatee”) against any cost, loss, liability or damage incurred by any of them as a result of:
- 21.4.1 any default or delay by that Chargor in the performance of any of its obligations in this Deed (including, without limitation, any arising from any actual or alleged breach by any person of any Environmental Laws or Environmental Permits);
 - 21.4.2 the taking, holding, protection or enforcement of the security constituted by this Deed; and
 - 21.4.3 the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Receiver and Delegate by this Deed or by law in respect of the Security Assets.

provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnatee.

Currency Indemnity

- 21.5 If any sum (a “Sum”) owing by any Chargor under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the “First Currency”) in which such Sum is payable into another currency (the “Second Currency”) for the purpose of:
- 21.5.1 making or filing a claim or proof against that Chargor;
 - 21.5.2 obtaining an order or judgment or decree in any court or other tribunal;
 - 21.5.3 enforcing any order or judgment or decree given or made in relation to this Deed; or
 - 21.5.4 applying the Sum in satisfaction of any of the Secured Liabilities,

the relevant Chargor shall indemnify the Security Trustee and each other Secured Party from and against any loss suffered or incurred as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Security Trustee or, as the case may be, such Secured Party at the time of such receipt of such Sum.

Value Added Tax

- 21.6 Any cost or expense referred to in this Clause 21 is exclusive of any value added tax or any other tax which might be chargeable in connection with that cost or expense. If any value added tax or other tax is so chargeable, it shall be paid by the relevant Chargor at the same time as it pays the relevant cost or expense.

22. Assignment

The Security Trustee may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor.

23. Partial Invalidity

If one or more of the provisions contained in this Deed should prove to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

24. No waiver

- 24.1 No delay or omission of the Security Trustee in exercising any right, power or privilege under this Deed shall operate to impair such right, power or privilege or be construed as a waiver of it. Any single or partial exercise of any such right, power or privilege shall not preclude any other or future exercise or the exercise of any other right, power or privilege.

25. Notices

Giving of Notices

- 25.1 Save as otherwise provided in this Deed, all notices or other communications under or in connection with this Deed shall be given in writing by facsimile or by letter delivered in person or by first class registered mail. Any such notice or communication will be deemed to have been given as follows:

25.1.1 if by facsimile, when delivered; or

25.1.2 if by letter, when delivered (in the case of personal delivery) and two Business Days after having been posted by first class registered mail (in the case of postal delivery).

Any notice or communication given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place. Any notice or communication given to the Security Trustee by any person shall only be effective when received by the Security Trustee and each notice or communication to the Security Trustee by facsimile shall, without prejudice to the validity or effectiveness of the same, be confirmed by letter.

Addresses for Notices

- 25.2 The address, facsimile number and FAO details of each Chargor for all notices and other communications under or in connection with this Deed are those specified against its name in Schedule 1 (*The Chargors*) or any other notified by that Chargor for this purpose to the Security Trustee by not less than five Business Days' notice.
- 25.3 The address, facsimile number and FAO details of the Security Trustee for all notices and other communications under or in connection with this Deed are:

Address: 25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Facsimile: +44 (0)203 493 1365

FAO: Tim Jacob and Helen Mathie

or such other as the Security Trustee may notify to the other parties by not less than five Business Days' notice.

26. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

27. Redemption of Security

27.1 Subject to the terms of the Loan Documents, upon (a) the Secured Liabilities being unconditionally and irrevocably discharged in full and (b) none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Borrowers or any other person under any of the Loan Documents, the Security Trustee shall, at the request and cost of the Chargors, release and discharge the security constituted by this Deed and execute and deliver such documents as may be reasonably required to procure the reassignment, transfer and, if applicable, retrocession to each respective Chargor of the property and assets assigned and transferred to the Security Trustee pursuant to this Deed.

27.2 This Clause 27 (*Redemption of Security*) is without prejudice to Clauses 19.3 and 19.4 (*Reinstatement*).

28. Governing Law

28.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

29. Enforcement

Jurisdiction

29.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

29.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

29.3 Clauses 29.1 and 29.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

29.4 Without prejudice to Clauses 29.1 and 29.2 above, each Chargor further agrees that proceedings relating to a Dispute may be brought in any U.S. Federal or New York State court sitting in the Borough of Manhattan, New York, New York and irrevocably submits to the jurisdiction of such courts.

29.5 Each Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

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.

EXECUTION VERSION

Schedule 1

The Chargors

Name	Company Number	Registered Office	Address for Notices	Fax Number	FAO:
Cott Europe Trading Limited	2974459	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Retail Brands Limited	2865761	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Limited	2186825	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Nelson (Holdings) Limited	3464429	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott (Nelson) Limited	2234044	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Beverages Limited	2836071	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229	Jerry Hoyle (Finance Director)

Cott Private Label Limited	340485	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	001 813 881 1926 +44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott UK Acquisition Limited	7335818	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Developments Limited	08445074	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cooke Bros Holdings Limited	05469377	Unit F Spectrum Business Park Wrexham Industrial Estate Wrexham LL3 9QA	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cooke Bros. (Tattenhall) Limited	00237226	Unit F Spectrum Business Park Wrexham Industrial Estate Wrexham LL3 9QA	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Calypso Soft Drinks Limited	01558995	Unit F Spectrum Business Park Wrexham Industrial Estate	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)

UK - 214633163.2

TT Calco Limited	01015804	Wrexham LL3 9QA Unit F Spectrum Business Park Wrexham Industrial Estate Wrexham LL3 9QA	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Mr. Freeze (Europe) Limited	06618515	Unit F Spectrum Business Park Wrexham Industrial Estate Wrexham LL3 9QA	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Ventures UK Limited	09038049	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Cott Ventures Limited	09035791	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Aimia Foods Holdings Limited	06201887	Penny Lane Haydock Merseyside WA11 0QZ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Aimia Foods Group Limited	05202201	Penny Lane Haydock Merseyside WA11 0QZ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)

UK - 214633163.2

Aimia Foods EBT Company Limited	06445002	Penny Lane Haydock Merseyside WA11 0QZ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Stockpack Limited	00620367	Penny Lane Haydock Merseyside WA11 0QZ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)
Aimia Foods Limited	01542173	Penny Lane Haydock Merseyside WA11 0QZ	Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	+44 (0) 1509 674 280 +44 (0) 1509 674 683 001 905 672 5229 001 813 881 1926	Jerry Hoyle (Finance Director)

Schedule 2

Specified Intellectual Property

Trademarks

Trademark Registrations

Owner	Registration Number	Registration Date	Trademark
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
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

Owner	Registration Number	Registration Date	Trademark
			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 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

Owner	Registration Number	Registration Date	Trademark
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
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
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

Country Name	Owner	Application Number	Date	Trademark
Poland	Cott Beverages Limited	Z-355044	23-Apr-2009	U FORCE device
Slovakia	Cott Beverages Limited	996972	11-Mar-2009	EMERGE

Licences

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	Licence 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 Number	Date	Description
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


Trademarks

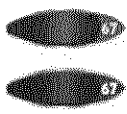

Owner	Registration Number	Date	Description
Cott Beverages Limited	2575973	24-JUN-2011	EMERGE & Shattered device in b/w and colour (series of two)
Cott Beverages Limited	2588067	4-NOV-2011	VESS word


Trademarks

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
European Community	005336557	AQUAJUICE	COOKE BROS.(TATTENHALL) LIMITED	30, 32	25-Sep-2016	Registered
European Community	000441774	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	29, 30, 32	19-Dec-2016	Registered
European Community	000530444	TIP TOP	COOKE BROS.(TATTENHALL) LIMITED	29, 32	29-Apr-2017	Registered
European Community	006280754	AQUAJUICE 67	COOKE BROS.(TATTENHALL) LIMITED	30, 32	17-Sep-2017	Registered
European Community	001643261	JUICICLES	COOKE BROS.(TATTENHALL) LIMITED	29, 30, 32	05-May-2020	Registered
European Community	001813633	FROZONE	COOKE BROS.(TATTENHALL) LIMITED	29, 30, 32	17-Aug-2020	Registered
United Kingdom	2336071	RESPECT	COOKE BROS.(TATTENHALL) LIMITED	30, 32	27-Jun-2023	Registered
United Kingdom	2336297	CALYPSO (LOGO) 	COOKE BROS.(TATTENHALL) LIMITED	30, 32	01-Jul-2013	Registered
United Kingdom	2343418	RAPIDZ	COOKE BROS.(TATTENHALL)	32	16-Sep-2013	Registered


Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
			LIMITED			
United Kingdom	2352280	CALYPSO CLEAR 	COOKE BROS.(TATTENHALL) LIMITED	32	24-Dec-2013	Registered
United Kingdom	2354910	CALYPSO CLEAR 	COOKE BROS.(TATTENHALL) LIMITED	30	03-Feb-2014	Registered
United Kingdom	2358414A	NMW	COOKE BROS.(TATTENHALL) LIMITED	30, 32	16-Mar-2014	Registered
United Kingdom	2358414B	NMWPlus	COOKE BROS.(TATTENHALL) LIMITED	30, 32	16-Mar-2014	Registered
United Kingdom	2372667	LUVVLY JUBBLY LUVLY JUBBLY	COOKE BROS.(TATTENHALL) LIMITED	16, 18, 25, 30, 32	11-Sep-2014	Registered
United Kingdom	2372668	JUBBLY	COOKE BROS.(TATTENHALL) LIMITED	16, 18, 25, 30, 32	11-Sep-2014	Registered
United Kingdom	2376459	CALYPSO ICICLE CALYPSO ICICLES	COOKE BROS.(TATTENHALL) LIMITED	30, 32	23-Oct-2014	Registered

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2380402	KWENCHY KUPS 	COOKE BROS.(TATTENHALL) LIMITED	32	15-Dec-2014	Registered
United Kingdom	1216299	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	30	06-Apr-2015	Registered
United Kingdom	2397275	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	28	20-Jul-2015	Registered
United Kingdom	2401304	JUBBLY	COOKE BROS.(TATTENHALL) LIMITED	28, 29	12-Sep-2015	Registered
United Kingdom	2403990	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	41, 43	14-Oct-2015	Registered
United Kingdom	2408010	AQUADUDE	COOKE BROS.(TATTENHALL) LIMITED	32	30-Nov-2015	Registered
United Kingdom	2411380	JUICICLES	COOKE BROS.(TATTENHALL) LIMITED	30, 32	18-Jan-2016	Registered
United Kingdom	2103448	COOL CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	30, 32	22-Jun-2016	Registered
United Kingdom	2430501	CALYPSO JUICE SHOTS	COOKE BROS.(TATTENHALL)	32	18-Aug-2016	Registered




Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
			LIMITED			
United Kingdom	2439801	THIRST CLASS	COOKE BROS.(TATTENHALL) LIMITED	32	27-Nov-2016	Registered
United Kingdom	773855	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	32	03-Feb-2017	Registered
United Kingdom	2446393	AQUAJUICE 67	COOKE BROS.(TATTENHALL) LIMITED	30, 32	12-Feb-2017	Registered
United Kingdom	2460637	67 SURFBOARD DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	30, 32	06-Jul-2017	Registered
United Kingdom	1460624	TIP TOP	COOKE BROS.(TATTENHALL) LIMITED	30, 32	06-Apr-2018	Registered
United Kingdom	2487469	PECKFORTON HILLS (WORD AND DEVICE) 	COOKE BROS.(TATTENHALL) LIMITED	32	14-May-2018	Registered
United Kingdom	2487468	DIFERYN	COOKE BROS.(TATTENHALL) LIMITED	32	14-May-2018	Registered





Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2491160	JUICE AID	COOKE BROS.(TATTENHALL) LIMITED	32	26-Jun-2018	Registered
United Kingdom	2176824	PECKFORTON HILLS SPRING WATER & DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	32	09-Sep-2018	Registered
United Kingdom	1018163	THIRST AID	COOKE BROS.(TATTENHALL) LIMITED	32	26-Sep-2018	Registered
United Kingdom	2499067	EXOTICO	COOKE BROS.(TATTENHALL) LIMITED	32	02-Oct-2018	Registered
United Kingdom	2500064	ICICLE ICICLES	COOKE BROS.(TATTENHALL) LIMITED	30	14-Oct-2018	Registered
United Kingdom	2503018	SURF ANYWHERE	COOKE BROS.(TATTENHALL) LIMITED	32	21-Nov-2018	Registered
United Kingdom	2503019	SURF IN THE CITY	COOKE BROS.(TATTENHALL) LIMITED	32	21-Nov-2018	Registered
United Kingdom	2506191	CALYPSO EXOTIX	COOKE BROS.(TATTENHALL) LIMITED	32	12-Jan-2019	Registered
United Kingdom	2190198	CALYPSO JUICE BOOST	COOKE BROS.(TATTENHALL)	32	25-Feb-2019	Registered




Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
			LIMITED			
United Kingdom	2512497	CALYPSO APPLE AID	COOKE BROS.(TATTENHALL) LIMITED	32	30-Mar-2019	Registered
United Kingdom	2512517	CALYPSO ORANGE AID	COOKE BROS.(TATTENHALL) LIMITED	32	30-Mar-2019	Registered
United Kingdom	2512425	CALYPSO CITRUS AID	COOKE BROS.(TATTENHALL) LIMITED	32	30-Mar-2019	Registered
United Kingdom	2515245	CALYPSO BERRY AID	COOKE BROS.(TATTENHALL) LIMITED	32	06-May-2019	Registered
United Kingdom	2206278	KWENCHY	COOKE BROS.(TATTENHALL) LIMITED	30, 32	19-Aug-2019	Registered
United Kingdom	2213582	JUICICLES	COOKE BROS.(TATTENHALL) LIMITED	30	05-Nov-2019	Registered
United Kingdom	2213581	SAFARI CUPS	COOKE BROS.(TATTENHALL) LIMITED	32	05-Nov-2019	Registered
United Kingdom	2213513	SAFARI POPS	COOKE BROS.(TATTENHALL) LIMITED	32	05-Nov-2019	Registered
United Kingdom	1521612	CALYPSO SPORTS	COOKE BROS.(TATTENHALL) LIMITED	32	10-Dec-2019	Registered
United Kingdom	1533719	ICICLE	COOKE BROS.(TATTENHALL)	32	23-Apr-2020	Registered




Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
			LIMITED			
United Kingdom	699726	SAFARI	COOKE BROS.(TATTENHALL) LIMITED	32	11-Jul-2020	Registered
United Kingdom	2239578	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	14, 16, 18, 21, 24, 25, 29, 30, 32, 41, 43, 44	18-Jul-2020	Registered
United Kingdom	2573076	SPORTS ANYWHERE & Device 	COOKE BROS.(TATTENHALL) LIMITED	09, 12, 25, 28, 30, 32	22-Feb-2021	Registered
United Kingdom	2586463	CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	29	01-Jul-2021	Registered
United Kingdom	2594049	CALYPSO EXOTIX	COOKE BROS.(TATTENHALL) LIMITED	30	08-Sep-2021	Registered
United Kingdom	2280273	CLEAR CALYPSO	COOKE BROS.(TATTENHALL) LIMITED	32	11-Sep-2021	Registered
United Kingdom	2284796	JUBBLY	COOKE BROS.(TATTENHALL) LIMITED	30, 32	07-Nov-2021	Registered


Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2299650	TOTAL WATER SOLUTIONS & DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	32	03-May-2022	Registered
United Kingdom	2620332	WUBBLY	COOKE BROS.(TATTENHALL) LIMITED	30	08-May-2022	Registered
United Kingdom	2622059	WUBBLY	COOKE BROS.(TATTENHALL) LIMITED	29	24-May-2022	Registered
United Kingdom	2305716	CALYPSO SPLASH	COOKE BROS.(TATTENHALL) LIMITED	30, 32	19-Jul-2022	Registered
United Kingdom	2635216	TIP TOP	COOKE BROS.(TATTENHALL) LIMITED	30	19-Sep-2022	Registered
United Kingdom	2325903	AQUAJUICE	COOKE BROS.(TATTENHALL) LIMITED	32	07-Mar-2023	Registered
United Kingdom	2332400	SHOOT THE CALYPSO RAPIDZ	COOKE BROS.(TATTENHALL) LIMITED	32	17-May-2013	Registered
United Kingdom	2408009	AQUAKIDS	COOKE BROS.(TATTENHALL) LIMITED	30, 32	30-Nov-2015	Registered

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2241012	BYTE THE DOG + DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	16, 28, 30, 32	29-Jul-2020	Registered
United Kingdom	2241010	ROCKET PANTS & DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	16, 28, 30, 32	29-Jul-2020	Registered
United Kingdom	2241018	CALYPSOLAND	COOKE BROS.(TATTENHALL) LIMITED	16, 28, 30, 32, 41	29-Jul-2020	Registered
United Kingdom	2241014	THE CALYPSO CREW	COOKE BROS.(TATTENHALL) LIMITED	16, 28, 30, 32, 41	29-Jul-2020	Registered
United Kingdom	2240998	FRIDGIT & DEVICE 	COOKE BROS.(TATTENHALL) LIMITED	16, 28, 30, 32	29-Jul-2020	Registered

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2187968	MR. FREEZE LOGO AND HEAD DEVICE 	MR FREEZE (EUROPE) LIMITED	30, 32	05-Feb-2019	Registered
United Kingdom	1351889	MR. FREEZE AND DEVICE 	MR FREEZE (EUROPE) LIMITED	30	13-Jul-2015	Registered
United Kingdom	2027562	HEAD DEVICE 	MR FREEZE (EUROPE) LIMITED	30, 32	19-Jul-2015	Registered
United Kingdom	2027560	MR. FREEZE LOGO 	MR FREEZE (EUROPE) LIMITED	30, 32	19-Jul-2015	Registered
United Kingdom	2040684	ENERGICE	MR FREEZE (EUROPE)	30	10-Oct-2015	Registered

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
			LIMITED			
United Kingdom	2115525	MR. FREEZE DEVICE (HEAD 1996) 	MR FREEZE (EUROPE) LIMITED	30, 32	12-Nov-2016	Registered
United Kingdom	2115524	MR. FREEZE DEVICE (HEAD AND BODY) 	MR FREEZE (EUROPE) LIMITED	30, 32	12-Nov-2016	Registered
United Kingdom	2187965	SERIES OF CHARACTERS 	MR FREEZE (EUROPE) LIMITED	30, 32	05-Feb-2019	Registered
European Community	003978491	MR. COOL	MR FREEZE (EUROPE) LIMITED	30	10-Aug-2014	Registered
European Community	007429351	MR FREEZE FRUIT POPS	MR FREEZE (EUROPE) LIMITED	30	28-Nov-2018	Registered

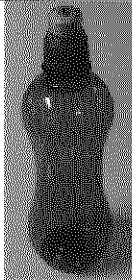
Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
European Community	007560485	MR. FREEZE	MR FREEZE (EUROPE) LIMITED	05, 30, 32	29-Jan-2019	Registered
European Community	009051434	MR FREEZE HEAD Device 	MR FREEZE (EUROPE) LIMITED	05, 30, 32	23-Apr-2020	Registered
European Community	010468676	MR. FREEZE & Device 	MR FREEZE (EUROPE) LIMITED	05, 30, 32	05-Dec-2021	Registered
European Community	003693298	FRUIT COOLERS	MR FREEZE (EUROPE) LIMITED	30	03-Mar-2014	Registered
European Community	004057907	Fruit Coolers real fruit juice pops 	MR FREEZE (EUROPE) LIMITED	30, 32	01-Oct-2014	Registered
European Community	004635793	SKY BAR	MR FREEZE (EUROPE) LIMITED	32, 33	05-Oct-2015	Cancelled
United Kingdom	2514299	HIPFLASK	MR FREEZE (EUROPE) LIMITED	30, 32, 33	22-Apr-2019	Registered

Country	Application/Registration No.	Trade Mark	Owner	Class(es)	Renewal	Status
United Kingdom	2579480	MR. BOOZE	MR FREEZE (EUROPE) LIMITED	30, 32, 33	26-Apr-2021	Registered
United Kingdom	1323921	MR. FREEZE	MR FREEZE (EUROPE) LIMITED	32	13-Oct-2018	Registered
European Community	011431426	MR. FREEZE & Device 	MR FREEZE (EUROPE) LIMITED	11,30,32	17-Dec-2012 ¹	Pending
United Kingdom	2653483	MR. FREEZE	MR FREEZE (EUROPE) LIMITED	29	22-Feb-2013 ²	Pending

¹ filing date of application to register.

² filing date of application to register.

Designs

Reg No	Database	Design
3011325	UK	

Trademarks

Country	Number	Trade Mark	Owner	Status	Renewal Date
UK	00001566644	MILFRESH	Aimia Foods Limited	Registered	3/23/2021
UK	00002019560	SPOON-A-SOUP	Aimia Foods Limited	Registered	5/3/2015
UK	00002020771	SWEETNESS AND LIGHT SWEETNESS 'N' LIGHT SWEETNESS AND LITE SWEETNESS 'N' LITE SWEETNESS & LIGHT SWEETNESS & LITE	Aimia Foods Limited	Registered	5/17/2015
UK	00002069092	CAFÉ SELECTO	Aimia Foods Limited	Registered	4/18/2016
UK	00002128295	AUTO-BREAK	Aimia Foods Limited	Registered	4/2/2017
UK	00002128297	QUICK-BREAK	Aimia Foods Limited	Registered	4/2/2017
UK	00002128763	inSpirit	Aimia Foods Limited	Registered	4/8/2017
UK	00002160073	FRESHERS	Aimia Foods Limited	Registered	3/6/2018
UK	00002160618	Royal	Aimia Foods Limited	Registered	3/11/2018

UK	00002362398	TASTE Inspirations	Aimia Foods Limited	Registered	5/4/2024
UK	00002368082	SUPER FRESHERS	Aimia Foods Limited	Registered	7/13/2014
UK	00002370482	CHEFS ESSENTIALS MIXING IT MAKES IT	Aimia Foods Limited	Registered	8/12/2024
UK	00002376851	Super Freshers	Aimia Foods Limited	Registered	10/29/2014
UK	00002394280	water additions	Aimia Foods Limited	Registered	6/14/2015
UK	00002442096	FRESHERS JUICE BREAK	Aimia Foods Limited	Registered	12/21/2016
UK	00002499589	café nueva pure, ethical, honest, aromatic, smooth café nueva pure, ethical, honest, aromatic, smooth	Aimia Foods Limited	Registered	10/8/2018
UK	00002503338	Juice20	Aimia Foods Limited	Registered	11/25/2018
UK	00002504198	FRESHERS MILK BREAK	Aimia Foods Limited	Registered	12/5/2018
UK	00002506944	JUICE SPLASH	Aimia Foods Limited	Registered	1/21/2019
UK	00002509145	Café Selecto	Aimia Foods Limited	Registered	2/19/2019
UK	00002581704	MOUSSEBREAK	Aimia Foods Limited	Registered	5/18/2021
UK	00002581705	ICECREAMBREAK	Aimia Foods Limited	Registered	5/18/2021
UK	00002581707	YOGHURTBREAK	Aimia Foods Limited	Registered	5/18/2021

UK	00002581708	JELLYBREAK	Aimia Foods Limited	Registered	5/18/2021
UK	00002581709	MOOSEBREAK	Aimia Foods Limited	Registered	5/18/2021
UK	00002589746	THE GOOD BEAN coffee company	Aimia Foods Limited	Registered	8/1/2021
UK	00002618585	made easy made easy	Aimia Foods Limited	Registered	4/23/2022
UK	0000837784A	ZING	Aimia Foods Limited	Registered	8/8/2017
UK	00003025208	POUR MOI	Aimia Foods Limited	Registered	10/8/2023

Schedule 3

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	1	Ordinary £5,514,530.53 each	
		94,808,007 94,808,014	Ordinary £2.57 each	
		1	Ordinary £5,875,000 each	
		1	Ordinary £5,625,105 each	
		1	Ordinary	

CMS

			£93,945,596.93	
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	265,732,801	Ordinary	1

CMS

Limited (C/N 07335818)	(C/N 07335813) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ		£0.01 each	
Cott Acquisition Limited (C/N 07335813)	Cott Acquisition LLC 5519 W. Idlewild Ave, Tampa Florida, 33634 USA	85	\$1.00 each	1

Schedule 4
Specified Contracts]
[None]

Schedule 5

Form of Notice of Charge – Specified Contracts

Part 1 – Form of Notice

To: [Name of counterparty to Specified Contract]

Address: [] [Date]

Dear Sirs

JPMorgan Chase Bank, N.A. London Branch (the “Security Trustee”) and [name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a debenture dated [2016] and made between, amongst others, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to the following agreement:

[describe agreement]

(the “Agreement”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Security Trustee unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

Please note that, pursuant to the Debenture, the Company and the Security Trustee have agreed that the Company will not make or agree to make any amendments, variations or modifications to the Agreement or waive any of its rights under the Agreement, without the prior written consent of the Security Trustee or except as expressly permitted by the terms of the Debenture. :

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and

- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at 25 Bank Street, Canary Wharf, London E14 5JP for the attention of Helen Mathie/Tim Jacob.

The law of England and Wales is the law applicable to this Notice.

Yours faithfully,

.....
for and on behalf of
[name of relevant Chargor]

.....
for and on behalf of
JPMorgan Chase Bank, N.A. London Branch

Part 2 - Form of Acknowledgement

[on duplicate]

To: JPMorgan Chase Bank, N.A. London Branch
Address: 25 Bank Street
Canary Wharf
London E14 5JP
Attention: Helen Mathie/Tim Jacob

[Date]

Dear Sirs

We acknowledge receipt of the Notice of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;
- (c) we shall not exercise or seek to exercise any right which we may have to terminate or treat as terminated the Agreement without first giving to you by registered or recorded delivery post not less than 20 working days' prior written notice specifying our grounds for terminating or treating as terminated the Agreement and further that we shall not terminate the Agreement nor treat the same as terminated if:
 - (i) any breach giving rise to the right to terminate the Agreement is remedied before the expiration of 20 working days from such notice; or
 - (ii) prior to the expiry of such period, you have agreed to execute or procure the execution of, and you call upon us to execute, a novation agreement (in form and substance acceptable to you) by which you, a receiver appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, such receiver or such other person for moneys already paid and obligations already performed by or on behalf of

the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;

- (d) we shall provide to you promptly on request any documents or other relevant information which you, such receiver or such other person may from time to time require in order to perform the obligations of the Company;
- (e) if you should serve on us a notice in writing stating that the Company is in breach of an obligation on its part under or in connection with the Debenture, we shall:
 - (i) permit you to exercise all or any of the rights of the Company under the Agreement for so long as you shall require. Such notice in writing shall be binding and conclusive upon us; and/or
 - (ii) enter into a novation agreement (in form and substance acceptable to you) by which you, a receiver appointed by you under the Debenture or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Company under the Agreement (but giving credit to you, such receiver or such other person for moneys already paid and obligations already performed by or on behalf of the Company pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;
- (f) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (g) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement (“**Subsequent Party**”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....
for and on behalf of

[Name of counterparty to Specified Contract]

Schedule 6

Form of Notice of Charge - Receivables Accounts

To: [Account Bank]

[Date]

Dear Sirs,

We refer to the following accounts in our name and maintained with you:

Name	Branch	Currency	Account number

(each an "Account" and together the "Accounts").

1. We hereby give you notice that we have charged by way of first fixed charge pursuant to a debenture dated 2016 (such debenture, as the same may from time to time be amended, varied, supplemented, novated or replaced being referred to as the "Debenture") between, amongst others, ourselves and JPMorgan Chase Bank, N.A. London Branch as security trustee for and on behalf of the beneficiaries referred to in the Debenture (the "Security Trustee") all our rights, title and interest in and to the Accounts and the moneys from time to time standing to their credit.

2. We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary and without requiring you to make any reference to or seek any further authority from us or to make any enquiry as to the justification for or validity of any notice, statement, requirement or direction) as follows:

(1) to disclose to the Security Trustee such information relating to the Accounts as the Security Trustee may, at any time and from time to time, request you to disclose to it;

(2) subject to the Security Trustee's written directions, to hold all moneys standing to the credit of the Accounts to the order of the Security Trustee;

(3) at any time and from time to time, and to the extent possible, to act and rely upon written instructions from or purporting to be from the Security Trustee to credit and debit the Accounts (as the case may require) and to act in accordance with such instructions;

(4) to comply with the terms of any written notice, statement or instructions which you receive at any time from or purporting to be from, the Security Trustee and which in any way relate to or purport to relate to any of the Debenture, the Accounts and the moneys standing to the credit thereof from time to time;

(5) to remit to the Security Trustee on a business daily basis the collected and available proceeds of all cash, cheques, orders for the payment of money and other evidence of payment deposited in each of the Accounts, by wire transfer or otherwise as the Security Trustee may instruct you in writing (provided such method of remission is acceptable to you) to such account as the Security Trustee may specify; and

(6) not to agree any change to the mandate for the Accounts without the consent of the Security Trustee,

subject to the terms and conditions contained in the attached acknowledgement.

The instructions and authorisations which are contained in paragraph 2 above shall remain in full force and effect until the Security Trustee gives you written notice revoking them and you have a reasonable time to act on such notice.

A person who is not an addressee or signatory to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this letter.

This letter shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the terms and conditions, instructions and authorisations contained in it by signing the attached form of acknowledgement and agreement, counterpart(s) of which have been signed by us and the Security Trustee and are also attached, and returning it to Helen Mathie/Tim Jacob, JPMorgan Chase Bank, N.A. London Branch, 25 Bank Street, Canary Wharf, London E14 5JP.

Yours faithfully,

.....

For and on behalf of
[Insert name of Account Holder]

Form of acknowledgement and agreement

To: JPMorgan Chase Bank, N.A. London Branch
25 Bank Street
Canary Wharf
London E14 5JP

(the “Security Trustee”)

And to: [Account Holder name and address]
(the “Account Holder”)

Dear Sirs,

We acknowledge receipt of a letter dated [] and addressed to us by the Account Holder (the “Notice”). This is the Acknowledgement referred to in the Notice. Terms defined in the Notice have the same meaning in this Acknowledgement unless given a different meaning in this Acknowledgement.

We accept the terms, conditions, instructions and authorisations contained in the Notice subject to the terms and conditions of this Acknowledgement.

(A) Acknowledgement

We acknowledge and confirm to the Security Trustee that, subject to the terms and conditions of this Acknowledgement:

1. we do not have and, until the Security Trustee or a person purporting to be the Security Trustee gives us notice in writing that the Accounts and the moneys from time to time standing to the credit thereof have been re-assigned and released to the Account Holder, will not make or exercise any claims or demands, rights of combination, consolidation or set-off or any other equities against the Accounts and the moneys from time to time standing to the credit thereof except as permitted or as otherwise provided by the terms of this Acknowledgement; and
2. we have not received any notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action against, the Accounts and the moneys from time to time standing to the credit thereof (other than the Notice).

(B) Provisions relating to the Accounts

The proceeds of any deposit, remittance advice, document, cheque or other instrument shall not be available until we have received collected and available funds. If, however, we do give immediate credit to an Account, and

- (i) any such deposit, remittance, document, cheque or other instrument is not honoured when due, or
- (ii) final settlement is not received, or
- (iii) the respective funds are not freely and immediately available, repatriable or convertible to a commonly traded currency,

then we may, without notice, reverse the credit entry from that Account together with related interest. We will notify the Security Trustee of any credit entry reversed under this provision, as soon as reasonably practicable in all the circumstances.

In relation to any amount credited (whether provisionally or otherwise) to an Account, each of the Security Trustee and the Account Holder by countersigning this Acknowledgement irrevocably authorises us (without prejudice to any other rights we may have howsoever arising) to debit, without notice, from time to time from that Account an amount equivalent to such amount and/or any part thereof to be refunded or that we may be obliged to refund under or in connection with any direct debit arrangement.

This Acknowledgement shall not be construed as an agreement by us to provide credit to the Security Trustee or the Account Holder and we shall not be obliged to act on any instruction in relation to any Account if (i) the relevant Account is in debit or may become overdrawn if we were to act on the instruction or (ii) if to do so would be contrary to our policy (our remittance on the Security Trustee's instructions of cleared funds on a business daily basis from the Accounts to any loan account with JPMorgan Chase Bank, N.A., London Branch in the name of the Security Trustee is not contrary to our policy) or to the request, requirement or policy of any regulatory, governmental, fiscal, monetary or other body or authority to which we are subject or submit, whether or not such request, requirement or policy has the force of law.

(C) General

We will not be liable to the Account Holder or the Security Trustee for any loss, damage, cost, claim or expense (collectively "Damages") of any nature arising out of or relating to our performance under this Acknowledgement other than Damages which are directly caused by our gross negligence. In no event will we be liable for any loss, damage, cost or expense of any nature, arising from or in relation to economic loss, loss of business, profits, revenue, goodwill and anticipated savings, special damages, loss of or corruption to data, loss of operation time, loss of contracts or any indirect, consequential, exemplary or punitive loss.

We will not be liable for and will be excused from any failure or delay in performing under this Acknowledgement if (i) such failure or delay is caused by circumstances beyond our reasonable control, including, but not limited to, legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, labor dispute, war, riot, theft, natural disaster, Act of God, breakdown of any supplier, failure or interruption of service on telecommunications line, equipment failure, or any act, omission, negligence or fault of the Account Holder, the Security Trustee or any person over which we have no control or (ii) we reasonably believed that our action would have violated any law, guideline, decree, rule or regulation of any governmental authority. No such failure or delay will constitute a breach of this Acknowledgement.

We may rely on notices and communications which we believe in good faith to be genuine and given by the appropriate party.

References in this Acknowledgement to this Acknowledgement shall, except where otherwise expressly stated herein, include the Notice and this Acknowledgment and any amendments or supplements to either of them.

Each of the Security Trustee and the Account Holder by signing this Acknowledgement agrees to the terms and conditions of this Acknowledgement and to be bound by such terms and conditions of this Acknowledgement. Nothing in this Acknowledgement shall prejudice the rights of the Security Trustee under the Debenture.

This Acknowledgement may be executed in any number of counterparts, and by us, the Security Trustee and the Account Holder on separate counterparts, but shall not be effective until each such party has executed at least one counterpart. Each counterpart shall constitute an original of this Acknowledgement but all the counterparts shall together constitute but one and the same instrument.

The Security Trustee may terminate this letter by providing notice to the Account Holder and us that all of the Account Holder's relevant obligations secured by the Account are paid in full. The Security

Trustee may also terminate this letter upon 30 days' prior written notice to the Account Holder and us. We may terminate this letter upon 30 days' prior written notice to the Security Trustee and the Account Holder. The Account Holder may not terminate this letter except with the written consent of the Security Trustee and upon prior written notice to us.

A person who is not a signatory to this Acknowledgement (which latter reference does not include a reference to the Notice) has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this Acknowledgement.

This Acknowledgement shall be governed by and construed in accordance with English law.

.....

[Signatory for Account Bank]

Date:

.....

Security Trustee

For and on behalf of
JPMorgan Chase Bank, N.A., London Branch as Security Trustee

Date:

.....

Account Holder

For and on behalf of
[Insert name of Account Holder]

Date:

Schedule 7

Form of Notice of Charge – Other Bank Accounts

Part 1 - Form of Notice

To: [Bank]

Address: []

[] 2010

Dear Sirs

JPMorgan Chase Bank, N.A., London Branch (the “Security Trustee”) and [name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a debenture dated [2016] and made between, amongst others, the Company and the Security Trustee (the “Debenture”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “Relevant Account”) maintained with you:

Account name	Currency	Account number	Sort Code

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Trustee may at any time and from time to time request you to disclose to it; and
- (b) not to agree any change to the mandate for the Relevant Accounts without the consent of the Security Trustee.

The Company further hereby irrevocably and unconditionally instructs and authorises you, from the time that you receive from the Security Trustee a written notice (a “Default Notice”) that an Event of Default (as defined in the Debenture) has occurred:

- (1) not to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Security Trustee;
- (2) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Trustee and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Trustee at any time and from time to time; and
- (3) to comply with the terms of any other written notice or instructions that you receive from time to time from the Security Trustee in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the

Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from the Company and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the "Notice") can be revoked or varied in any way except with the Security Trustee's specific written consent; and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at 25 Bank Street, Canary Wharf, London E14 5JP for the attention of Helen Mathie/Tim Jacob.

The law of England and Wales is the law applicable to this Notice.

Yours faithfully,

.....
for and on behalf of
[name of relevant Chargor]

.....
for and on behalf of
JPMorgan Chase Bank, N.A., London Branch

Part 2 - Form of Acknowledgement

[on duplicate]

To: JPMorgan Chase Bank, N.A., London Branch

Address: 25 Bank Street
Canary Wharf
London E14 5JP

Attention: Helen Mathie/Tim Jacob

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) after receipt by us from the Security Trustee of a Default Notice we shall not permit the Company to make any withdrawal from any of the Relevant Accounts without the prior written consent of the Security Trustee.

Yours faithfully

.....
for and on behalf of
[Bank]

Schedule 8

Forms of Collateral Access Agreements

Part 1

COLLATERAL ACCESS AGREEMENT

JPMorgan Chase Bank, N.A. London Branch, as Security Trustee

Attention: _____
Facsimile: _____

Re: [Insert Address of Premises]

[_____] , registered in England and Wales with registration number [_____] (the “**Bailor**”) and a subsidiary of Cott Corporation Corporation Cott (the “**Parent**”), now does or hereafter may deliver to certain premises owned or leased by [Insert Name of Bailee] (the “**Bailee**”) and located at [_____] (the “**Premises**”), certain of its merchandise, inventory or other of its personal property, for storage and/or for the performance by the undersigned of certain processing functions.

The Parent and certain of its subsidiaries (collectively, the “**Borrowers**”) have entered into, or are contemplating entering into, financing arrangements with certain financial institutions (the “**Lenders**”), pursuant to a credit agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) for which JPMorgan Chase Bank, N.A. shall act as administrative agent (the “**Agent**”) and JPMorgan Chase Bank, N.A. London Branch shall act as UK Security Trustee (the “**Security Trustee**”). As a condition to the Agent’s and the Lenders’ loans and other financial accommodations to the Borrowers, the Agent and the Lenders require, among other things, liens on all of the Bailor’s property, including any property located on the Premises, and the proceeds thereof (the “**Collateral**”).

To induce the Security Trustee, the Agent and the Lenders (together with their respective agents and assigns) to enter into said financing arrangements, in consideration of the sum of £1.00 now paid to the Bailee (the receipt and sufficiency of which is hereby acknowledged by the Bailee) and for other good and valuable consideration, the undersigned hereby acknowledges receipt of the above notice, and hereby further agrees that:

(i) title to the Collateral remains with the Bailor while the Collateral is in the custody, control or possession of the Bailee, the undersigned does not know of any security interest or claim with respect to such goods or proceeds, other than the security interest which is the subject of this agreement, and the Bailee will not assert against the Collateral any lien, right of distraint or levy, right of offset, claim, deduction, counterclaim, security or other interest in the Collateral, including any of the foregoing which might arise or exist in its favour pursuant to any agreement, common law, statute or otherwise, all of which the undersigned hereby subordinates in favour of the Security Trustee;

(ii) the Collateral shall be clearly identified as being owned by the Bailor and kept separate and distinct from the property of the Bailee and other property in its possession;

(iii) none of the Collateral located on the Premises shall be deemed to be fixtures;

(iv) the Bailee has not issued, and shall not issue, any negotiable documents or other negotiable instruments in respect of any Collateral;

(v) if any Borrower defaults on its obligations to the Security Trustee, the Agent and/or the Lenders, and, as a result, the Security Trustee takes steps to enforce its security interest in the Collateral, the Bailee (a) will hold the Collateral for the Security Trustee's account for the benefit of the Lenders, and release the Collateral only to the Security Trustee or its designee, (b) will cooperate with the Security Trustee in its efforts to assemble, take possession of, and remove all of the Collateral located on the Premises; (c) will permit the Security Trustee to remain on the Premises for forty-five (45) days after the Security Trustee notifies the Bailee of the default, or, at the Security Trustee's option, to remove the Collateral from the Premises within a reasonable time, not to exceed forty-five (45) days after the Security Trustee notifies the undersigned of the default; (d) will not hinder the Security Trustee's actions in enforcing its liens on the Collateral; and (e) after the Security Trustee notifies the Bailee of the default, will, without further consent or agreement of the Bailor, abide solely by Security Trustee's instructions with respect to the Collateral, and not those of the Bailor.

Any notice(s) required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein.

The agreements contained herein shall continue in force until each Borrower's obligations and liabilities to the Security Trustee, the Agent and the Lenders are paid and satisfied in full and all financing arrangements among the Agent, the Lenders and the Borrowers have been terminated.

The consent of the Bailor hereto constitutes its acknowledgment that the Security Trustee may assert any of the rights set forth or referred to herein, without objection by the Bailor, and that the undersigned may act in accordance with this Agreement without liability to the Bailor. By its signature below, the Bailor agrees to reimburse the undersigned for all reasonable costs and expenses incurred by the undersigned as a direct result of compliance with this Agreement. The parties hereto agree that all fees and expenses of the undersigned, including with respect to the storage and handling of the Collateral, shall be solely for the account of the Bailor.

The undersigned will notify all successor owners, transferees, purchasers and mortgagees of the existence of this waiver. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the undersigned, upon any successor owner or transferee of the Premises, and upon any purchasers, including any mortgagee, from the undersigned.

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto. The undersigned hereby waives notice of acceptance of this Agreement by the Security Trustee.

This Agreement is governed by English law.

Executed and delivered this ____ day of _____, 2016.

[NAME OF BAILEE]

[Address]

By: _____
Title:

CONSENTED AND AGREED TO:

COTT [_____]

By: _____
Title:

ACKNOWLEDGED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A. LONDON BRANCH, as Security Trustee

By: _____
Title:

Part 2

LANDLORD WAIVER

This Landlord Waiver (the “Waiver”) is entered into on _____, 2016 between _____ (the “Landlord”) and JPMORGAN CHASE BANK, N.A. LONDON BRANCH, as security trustee (the “Security Trustee”) for, amongst others, the lenders (collectively referred to herein as the “Lenders”) from time to time party to the Loan Documents described below.

Landlord is the [owner][head lessor] of the real property commonly known as [full postal address] (the “Premises”).

Landlord has entered into a lease (together with any renewals, extensions, amendments, modifications, substitutions or replacements thereof, the “Lease”), a copy of which is attached hereto as Exhibit A, with [Cott Beverages Limited] (company registration number [2836071] whose registered office is at [Citrus Grove Sideley Kegworth Derby DE74 2FJ] (the “Company”), with respect to the Premises.

The Company and certain of its affiliates have entered, or are contemplating entering, , into a credit agreement and other documents (the “Loan Documents”) evidencing a financing arrangement with the Lenders. The Company has also agreed, or is contemplating agreeing, to secure its obligations and liabilities under the Loan Documents (the “Obligations”) by granting a fixed and floating charge debenture (the “Debenture”) to the Security Trustee, for the benefit of, among others, the Lenders (collectively, the “Beneficiaries”), in all of the Company’s present and future property, assets and undertaking, as more fully described in the Debenture (the “Collateral”).

In order to enter into the Loan Documents, the Lenders have required that the Company obtain this Waiver from the Landlord in connection with its lease of the Premises and, in consideration of the payment by the Security Trustee of £1.00 (the receipt and sufficiency of which is hereby acknowledged by the Landlord), the Landlord hereby agrees with the Security Trustee as trustee for the Beneficiaries as follows:

1. The Landlord acknowledges that the Lease is in full force and effect and is not aware of any existing default under the Lease.
2. The Landlord acknowledges the validity of the Security Trustee’s charge on the Collateral and waives any interest in the Collateral and agrees not to levy or distrain upon any Collateral or to claim or assert any lien, right or other claim against any Collateral for any reason.
3. The Landlord agrees to give notice to the Security Trustee of the occurrence of any default by the Company under the Lease (a “Default Notice”) and agrees to permit the Security Trustee to cure any such default within 15 days of the Security Trustee’s receipt of such Default Notice, but neither the Security Trustee nor any Beneficiary shall be under any obligation to cure any default by the Company under the Lease. No action by the Security Trustee or any Lender or other Beneficiary pursuant to this Waiver shall be deemed to be an assumption by the Security Trustee or the Lenders or any other Beneficiary of any obligation under the Lease, and except as expressly provided in paragraphs 6, 7 and 8 below, the Security Trustee shall not have any obligation to the Landlord.
4. The Landlord agrees that the Collateral is and shall remain personal property of the Company regardless of the manner or mode of attachment of any item of Collateral to the Premises and shall not be deemed to be fixtures.

5. The Landlord agrees that the Collateral may be inspected and evaluated by the Security Trustee or its designee, without necessity of court order, at any time without payment of any fee.

6. In the event of default by the Company in the payment or performance of the Obligations or if the Landlord takes possession of the Premises for any reason, including because of termination of the Company's lease (each a "Disposition Event"), the Landlord agrees that, at the Security Trustee's option, the Collateral may remain upon the Premises for a period not to exceed 90 days (the "Disposition Period") after (a) the Security Trustee takes possession of the Premises or (b) receipt by the Security Trustee of a Default Notice; provided that, if at that time the Company shall have defaulted in payment of rent under the Lease, the Security Trustee pays rent on a per diem basis for the period of time the Security Trustee remains on the Premises, calculated on the basis of the rent then payable under the Lease. If any injunction or restraining order is issued (including an automatic stay due to an insolvency proceeding) that prohibits the Security Trustee from removing the Collateral, commencement of the Disposition Period shall be deferred until such injunction or stay is lifted or removed.

7. During any Disposition Period, the Security Trustee (a) or its designee may, without necessity of court order, enter upon the Premises at any time to inspect or remove all or any Collateral from the Premises without interference by the Landlord, and the Security Trustee or its designee may sell, transfer, or otherwise dispose of that Collateral free of all liens, claims, demands, rights and interests that the Landlord may have in that Collateral by law or agreement, including, without limitation, by public auction or private sale (and the Security Trustee may advertise and conduct such auction or sale at the Premises, and shall use reasonable efforts to notify the Landlord of its intention to hold any such auction or sale), in each case, without interference by the Landlord and (b) shall make the Premises available for inspection by the Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Premises.

8. The Security Trustee shall promptly repair, at the Security Trustee's expense, or reimburse the Landlord for any physical damage to the Premises actually caused by the conduct of any auction or sale and any removal of the Collateral by or through the Security Trustee (ordinary wear and tear excluded). Neither the Security Trustee nor any Lender shall (a) be liable to the Landlord for any diminution in value caused by the absence of any removed Collateral or for any other matter except as specifically set forth herein or (b) have any duty or obligation to remove or dispose of any Collateral or other property left on the Premises by the Company.

9. Without affecting the validity of this Waiver, any of the Obligations may be extended, amended, or otherwise modified without the consent of the Landlord and without giving notice thereof to the Landlord. This Waiver shall inure to the benefit of the successor and assigns of the Security Trustee and shall be binding upon the successors and assigns of the Landlord. The person signing this Waiver on behalf of the Landlord represents to the Security Trustee that he/she has the authority to do so on behalf of the Landlord.

10. All notices hereunder shall be in writing and sent by registered mail (return receipt requested) or facsimile (with a copy to be sent by registered mail), to the other party at the address set forth on the signature page hereto or at such other address as such other party shall otherwise designate in accordance with this paragraph.

11. This Waiver is governed by English law.

12. **WAIVER OF SPECIAL DAMAGES.** THE LANDLORD WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE LANDLORD MAY HAVE TO CLAIM OR RECOVER FROM THE SECURITY TRUSTEE OR ANY LENDER IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

13. This Waiver shall continue in full force and affect until the indefeasible payment in full of all Obligations.

This Waiver is executed and delivered by the Landlord on the date first written above.

LANDLORD:

By: _____

Name: _____

Title: _____

Notice Address:

Attention: _____

Facsimile: _____

Accepted and agreed to on
_____, 2016 by:

JPMORGAN CHASE BANK, N.A. LONDON BRANCH,
as Security Trustee

By: _____

Name: _____

Title: _____

Notice Address:

Attention: _____

Facsimile: _____

EXHIBIT A
COPY OF LEASE

Schedule 9

Real Property

Registered Land

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
Calypso Soft Drinks Limited	Land at Spectrum Business Park, Wrexham LL13 9QA		CYM252648
Calypso Soft Drinks Limited	Unit E, Spectrum Business Park, Wrexham Industrial Estate, Wrexham LL13 9QA		CYM254533
Calypso Soft Drinks Limited	Unit F, Spectrum Business Park, Wrexham Industrial Estate, Wrexham LL13 9QA		WA842199
Cooke Bros.(Tattenhall) Limited	Borchole Site lying to the south east of High Street, Tattenhall, Cheshire		CH437667
Aimia Foods Limited	Penny Lane, Haydock, Merseyside, WA11 0QZ		MS500764

Unregistered Land

Name of Chargor	Property Description	Document	Date	Parties
Aimia Foods Limited	Unit 2 The Willows, Old Boston Trading Estate, Wilcock Road, Haydock, St. Helens, Lancashire	Lease	4 December 2014	(1) IRAF Beach 1 Limited (2) Aimia Foods Limited
Aimia Foods Limited	Unit 2 Boston Park, Haydock, Lancashire	Lease	11 December 2009	(1) Oliver Dean Morley (2) Aimia Foods Limited
Aimia Foods Limited	Unit 2 Boston Park, Haydock, Lancashire	Lease	28 May 2014	(1) Oliver Dean Morley (2) Aimia Foods Limited

Schedule 10

Equipment

Schedule 11

Initial Accounts

Part I - Initial Receivables Accounts

Name of Account holder	Account Bank	Account number	Currency
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		GBP
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		GBP
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		EUR
Cott Beverages Limited	The Royal Bank of Scotland plc		GBP
Calypso Soft Drinks Limited	JPMorgan Chase Bank, N.A.		EUR
Calypso Soft Drinks Limited	JPMorgan Chase Bank, N.A.		GBP
Calypso Soft Drinks Limited	The Royal Bank of Scotland plc		GBP
Aimia Foods Limited	JPMorgan Chase Bank, N.A.		GBP
Cott Ventures Limited	JPMorgan Chase Bank, N.A.		GBP
Cott Ventures UK Limited	JPMorgan Chase Bank, N.A.		GBP

Part II - Initial Payables Accounts

Name of Account holder	Account Bank	Account number	Currency
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		USD
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		EUR
Cott Beverages Limited	JPMorgan Chase Bank, N.A.		GBP
Cott Beverages Limited	JPMorgan Chase		GBP

	Bank, N.A.		
Calypso Soft Drinks Limited	JPMorgan Chase Bank, N.A.		USD
Calypso Soft Drinks Limited	JPMorgan Chase Bank, N.A.		GBP
Calypso Soft Drinks Limited	JPMorgan Chase Bank, N.A.		EUR
Aimia Foods Limited	Barclays Bank PLC		GBP
Aimia Foods Limited	Barclays Bank PLC		USD
Aimia Foods Limited	Barclays Bank PLC		EUR
Aimia Foods Limited	Barclays Bank PLC		EUR
Aimia Foods Limited	Barclays Bank PLC		GPB

EXECUTION PAGE

THE CHARGORS

EXECUTED AS A DEED by)
COTT EUROPE TRADING LIMITED)
on being signed by: Jason Ausher)
*****)
in the presence of:)

[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name:

Michael James

Address:

[Redacted Address]

Occupation:

Counsel

EXECUTED AS A DEED by)
COTT RETAIL BRANDS LIMITED)
on being signed by: Jason Ausher)
*****)
in the presence of:)

[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name:

Michael James

Address:

[Redacted Address]

Occupation:

Counsel

EXECUTED AS A DEED by)
COTT LIMITED)
on being signed by: Jason Avsher)
.....)
in the presence of:)



Director

Signature of witness:



Name:

Michael James

Address:

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by)
COTT NELSON (HOLDINGS) LIMITED)
on being signed by: Jason Avsher)
.....)
in the presence of:)



Director

Signature of witness:



Name:

Michael James

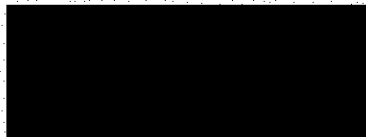
Address:

Same as above

Occupation:

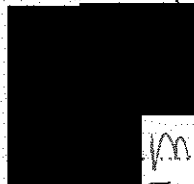
Counsel

EXECUTED AS A DEED by)
COTT (NELSON) LIMITED)
on being signed by: Jason Avsher)
.....)
in the presence of:)



Director

Signature of witness:



Name:

Michael James

Address:

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by)
COTT BEVERAGES LIMITED)
on being signed by: Jason Avsher)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
COTT PRIVATE LABEL LIMITED)
on being signed by: Jason Avsher)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
COTT UK ACQUISITION LIMITED)
on being signed by: Jay Wells)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
COTT DEVELOPMENTS LIMITED)
on being signed by: Jason Ausher)
in the presence of:)



Director

Signature of witness:

Name:

Address:



Michael James

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by COOKE)
BROS. HOLDINGS LIMITED)
on being signed by: Jason Ausher)
in the presence of:)

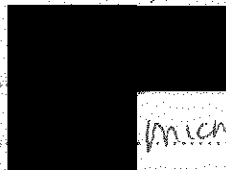


Director

Signature of witness:

Name:

Address:



Michael James

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by COOKE
BROS. (TATTENHALL). LIMITED

on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Michael James

Address:

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by
CALYPSO SOFT DRINKS LIMITED

on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Michael James

Address:

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by
TT CALCO LIMITED

on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Michael James

Address:

Same as above

Occupation:

Counsel

EXECUTED AS A DEED by
MR. FREEZE (EUROPE) LIMITED
on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Michael James

Same as above

Counsel

EXECUTED AS A DEED by COTT
VENTURES UK LIMITED
on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Michael James

Same as above

Counsel

EXECUTED AS A DEED by
COTT VENTURES LIMITED
on being signed by: Jason Avsher

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Michael James

Same as above

Counsel

EXECUTED AS A DEED by
AIMIA FOODS HOLDINGS LIMITED
on being signed by: Jason Avsner

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Counsel

EXECUTED AS A DEED by
AIMIA FOODS GROUP LIMITED
on being signed by: Jason Avsner

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Counsel

EXECUTED AS A DEED by AIMIA
FOODS EBT COMPANY LIMITED
on being signed by: Jason Avsner

in the presence of:

Director

Signature of witness:

Name:

Address:

Occupation:

Counsel

EXECUTED AS A DEED by)
STOCKPACK LIMITED)

on being signed by: Jason Ausher)

in the presence of:

[Redacted Signature]

Director

Signature of witness:

Name:

Address:

[Redacted Signature]

Michael James

[Redacted Address]

Occupation:

Counsel

EXECUTED AS A DEED by)

AIMIA FOODS LIMITED)

on being signed by: Jason Ausher)

in the presence of:

[Redacted Signature]

Director

Signature of witness:

Name:

Address:

[Redacted Signature]

Michael James

[Redacted Address]

Occupation:

Counsel

THE SECURITY TRUSTEE

JPMORGAN CHASE BANK, N.A., LONDON BRANCH

By:

EXECUTED AS A DEED by)
STOCKPACK LIMITED)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by)
AIMIA FOODS LIMITED)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

THE SECURITY TRUSTEE

JPMORGAN CHASE BANK, N.A., LONDON BRANCH

By