

# M

CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[6][1][1][1]

2836071

Name of company

\* Cott Beverages Limited

Date of creation of the charge

31 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture (the "Debenture") dated 31 March 2008 and made between the  
Company and others as Chargors and JPMorgan Chase Bank, N A. as security  
trustee for the Finance Parties (the "Security Trustee")

Amount secured by the mortgage or charge

See Rider 1

Names and addresses of the mortgagees or persons entitled to the charge

JPMorgan Chase Bank, N A , London branch as the Security Trustee for the  
Finance Parties through its office at 10 Aldermanbury, London

Postcode EC2V 7RF

Presentor's name address and  
reference (if any)

CMS Cameron McKenna LLP  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

aak1/doc1/124247 00002

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*LOMQ2YK5\*

LD7

03/04/2008

104

COMPANIES HOUSE

Please return via  
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed CMS Cameron McKenna LLP Date 3 April 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

*† delete as  
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

## RIDERS TO FORM 395

**Company:** Cott Beverages Limited

**Company No:** 2836071

### Rider 1

#### Amount secured by mortgage or charge

1 All Liabilities, together with all (i) Banking Services Obligations and (ii) Swap Obligations owing to one or more Lenders or their respective Affiliates, provided that (w) Banking Services Obligations in respect of Banking Services provided by Chase or its Affiliates shall constitute Secured Obligations entitled to the benefits of the Collateral Documents without any further action on the part of any Person, (x) Banking Services Obligations in respect of Banking Services provided by any other Lender or its Affiliates shall constitute Secured Obligations upon delivery or a notice signed by the applicable Lender or its Affiliate and the Administrative Borrower designating such Banking Services Obligations as Secured Obligations entitled to the benefits of the Collateral Documents, (y) Swap Obligations with respect to Swap Agreements in which Chase or its Affiliate is the counterparty shall constitute Secured Obligations entitled to the benefit of the Collateral Documents without any further action on the part of any Person, and (z) Swap Obligations with respect to Swap Agreements in which any other Lender or its Affiliate is a counterparty shall be Secured Obligations if at or prior to the time that any transaction relating to such Swap Obligation is executed the Lender party thereto or its Affiliate (other than Chase and its Affiliates) shall have delivered written notice to the Administrative Agent that such a transaction has been entered into and that it constitutes a Secured Obligation entitled to the benefits of the Collateral Documents (together, the "**Secured Liabilities**")

2 The requirement that each Chargor irrevocably and unconditionally jointly and severally  
(a) guarantees to the Security Trustee (as trustee for the Finance Parties) the punctual payment, performance and discharge of the Secured Liabilities,  
(b) undertakes with the Security Trustee (as trustee for the Finance 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  
(c) 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 Finance 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 Finance 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 Finance Parties) and/or any of the other Finance Parties would otherwise have been entitled to recover

3 Interest on any amounts due under paragraph 1 and/or paragraph 2 above 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

4 The amount recoverable under clause 19 3 (*Reinstatement*) of the Debenture, being the amount of the obligations of any Chargor or any security for those obligations or otherwise in respect of which any discharge is made, or any arrangement which 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

5 All costs incurred by any Receiver in carrying out such acts or doing such things as he is empowered to do under clause 11 (*Powers of the Receiver*) of the Debenture, including the costs of appointing and discharging managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of the Debenture upon such terms as to remuneration or otherwise as he thinks fit and discharging any such persons appointed by any Chargor, together with interest at the rate specified in Paragraph 3 above from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment))

6 An indemnity given by each Chargor for the benefit of 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

(a) 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),  
(b) the taking, holding, protection or enforcement of the security constituted by this Deed, and  
(c) the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Receiver and Delegate by the Debenture 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

**Company:** Cott Beverages Limited

**Company No:** 2836071

**Rider 2**

**Short particulars of all property mortgaged or charged**

**1. Fixed Security**

***Charges***

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future

- 1 1 ***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*) to the Debenture,
- 1 2 ***Licences on land*** - all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,
- 1 3 ***Rights as tenant*** – where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 1 4 ***Equipment*** - all Equipment in its ownership or possession (but excluding any of those items to the extent that they are part of its Inventory),
- 1 5 ***Fixed or other plant and machinery*** - all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding Equipment and any of those items to the extent that they are part of its Inventory),
- 1 6 ***Insurances*** - all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
- 1 7 ***Receivables*** – all Receivables, the Ancillary Rights relating to them and all Collections received in respect of them,
- 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 paragraph 1 7 (*Receivables*) above,

- 1 9 **Receivables Accounts** – the Receivables Accounts and all moneys from time to time deposited in or standing to the credit of the Receivables Accounts including any interest from time to time credited to any of them,
- 1 10 **Deposits** - all moneys from time to time deposited in or standing to the credit of any deposit account with any bank or financial institution (not being a Receivables Account) including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract,
- 1 11 **Securities** - all Securities and their Related Rights,
- 1 12 **Goodwill and uncalled capital** – all of its goodwill and uncalled capital,
- 1 13 **Intellectual property** - all Intellectual Property,
- 1 14 **Business licences** - all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them,
- 1 15 **Specified Contracts** – each of the Specified Contracts, together with
- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
  - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
  - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

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

## 2 Floating Charge

Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the Inventory of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged or charged (whether at law or in equity) by way of fixed security pursuant to clause 3 (*Fixed Security*) of the Debenture (see paragraph 1 (*Fixed*

Security) above in this Rider 2) The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to such floating charge

3. The Debenture also contains the following provisions:

1 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to clause 4.1 (*Creation of Floating Charge*) of the Debenture (see paragraph 2 above in this Rider 2) with immediate effect into a fixed charge (either generally or specifically) as regards any Security Assets of that Chargor (in the case of (a) below) or the relevant Security Assets of that Chargor (in the case of (b) below) specified in the notice if

(a) a Default has occurred and while the same is continuing, or

(b) 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

2 Notwithstanding paragraph 1 above and without prejudice to any law which may have a similar effect, the floating charge created by clause 4.1 (*Creation of Floating Charge*) of the Debenture over any Chargor's Security Assets will automatically be converted (without notice) with immediate effect into a fixed charge as regards such Security Assets subject to that floating charge if

(a) 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),

(b) any person levies or attempts to levy any distress, execution or other process against any of such Security Assets, or

(c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of such Chargor

3 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

4 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

(a) any disposal in the ordinary course of trading (as conducted by that Chargor at the date of the Debenture) of any Security Asset which is expressed to be subject only to the floating charge created by Clause 4 (*Creation of Floating Charge*) of the Debenture (see paragraph 2 (*Floating Charge*) above in this Rider 2),

(b) 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,

(c) Receivables which may be disposed of in accordance with Clause 7.20 (*Receivables*) of the Debenture but not otherwise

### 3. Definitions

In the Debenture and this Form 395 words and expressions defined in the Credit Agreement have the same meanings when used herein and the following expressions have the meaning given below

**“Account”** any present, future or contingent obligation of an Account Debtor to make payment under a Contract,

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

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

**“Administrative Agent”** JPMorgan Chase Bank, N A , in its capacity as administrative agent for the Lenders under the Credit Agreement,

**“Administrative Collateral Agent”** JPMorgan Chase Bank, N A , in its capacity as administrative collateral agent for the holders of the Secured Obligations,

**“Affiliate”** with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified,

**“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,



**"Assignment and Assumption"** an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9 04 of the Credit Agreement), and accepted by the Administrative Agent, in the form of Exhibit A to the Credit Agreement or any other form approved by the Administrative Agent,

**"Banking Services"** each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates (a) commercial credit cards, (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services),

**"Banking Services Obligations"** of the Loan Parties, any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services,

**"Borrower"** or **"Borrowers"** individually or collectively, Cott Corporation, a Canadian corporation, Cott Beverages Inc , a Georgia corporation and Cott Beverages Limited,

**"Canadian Issuing Bank"** JPMorgan Chase Bank, N A , Toronto Branch, in its capacity of the issuer of Letters of Credit for the account of the Company under the Credit Agreement, and its successors in such capacity as provided in Section 2 06(i) of the Credit Agreement The Canadian Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Canadian Issuing Bank, in which case the term "Canadian Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate,

**"Canadian Swingline Lender"** JPMorgan Chase Bank, N A , Toronto Branch, in its capacity as lender of Canadian Swingline Loans under the Credit Agreement

**"Canadian Swingline Loan"** has the meaning assigned to such term in Section 2 05(a)(ii) of the Credit Agreement,

**"Chargors"** Cott Europe Trading Limited, company registration number 2974459, Cott Retail Brands Limited, company registration number 2865761, Cott Limited, company registration number 2186825, Cott Nelson (Holdings) Limited, company registration number 3464429, Cott (Nelson) Limited, company registration number 2234044, Cott Beverages Limited, company registration number 2836071 and Cott Private Label Limited, company registration number 340485, each with its registered office at Citrus Grove Side Ley, Kegworth Derby DE74 2FJ,

**"Chase"** JPMorgan Chase Bank, N A , a national banking association, in its individual capacity, and its successors,

**"Co-Collateral Agent"** General Electric Capital Corporation, in its capacity as co-collateral agent under the Credit Agreement,

**"Collateral Agent"** any of the Administrative Collateral Agent and the Co-Collateral Agent,

**"Collateral Documents"** collectively, each Security Agreement, the Mortgages and any other documents granting a Lien upon the Collateral as security for payment of the Secured Obligations,

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

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

**“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,

**“Control”** the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto,

**“Credit Agreement”:** the credit agreement dated as of 31 March 2008 and made between, among others, Cott Corporation, Cott Beverages, Inc. and Cott Beverages Limited 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 General Electric Capital Corporation as Co-Collateral Agent,

**“Disbursement Agent”** (a) in the case of UK Revolving Loans denominated in Euros or Sterling, UK Swingline Loans, UK Overadvances, UK Protective Advances, repayment of UK Revolving Loans denominated in Euros or Sterling, repayment of UK Swingline Loans, repayment of UK Overadvances, the repayment of UK Protective Advances, the issuance of any Letter of Credit by the UK Issuing Bank, determination of Mandatory Costs, determination of interest rates, fees and costs pursuant to Sections 2.12 through 2.17 of the Credit Agreement to the extent relating to UK Revolving Loans, UK Overadvances, UK Protective Advances or UK Letters of Credit, JPMorgan Chase Bank, N.A., London Branch, (b) in the case of Canadian Revolving Loans, Canadian Swingline Loans, Canadian Overadvances, Canadian Protective Advances, repayment of Canadian Revolving Loans, repayment of Canadian Swingline Loans, repayment of Canadian Overadvances, repayment of Canadian Protective Advances, the issuance of any Letter of Credit by the Canadian Issuing Bank, determination of interest rates, fees and costs pursuant to Sections 2.12 through 2.17 of the Credit Agreement to the extent relating to Canadian Revolving Loans, Canadian Overadvances, Canadian Protective Advances or Canadian Letters of Credit, JPMorgan Chase Bank, N.A., Toronto Branch, and (c) otherwise, the Administrative Agent,

**“Equipment”:** the equipment particulars of which are set out in Schedule 10 (*Equipment*) to the Debenture and any and all additions to, renewals and replacements of, such equipment for the time being, whether installed on such equipment or not;

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

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

**“Finance Parties”:** the Security Trustee, each Issuing Bank, the Administrative Agent, each Disbursement Agent, each Collateral Agent and each Lender from time to time party to the Credit Agreement,

**“Guarantee”** of or by any Person (the “guarantor”), any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation, provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business,

**“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*) to the Debenture,

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

**“Issuing Bank”** the Canadian Issuing Bank, a U S Issuing Bank or the UK Issuing Bank, as applicable, in each case in its capacity as the issuer of Letters of Credit under the Credit Agreement, and its successors in such capacity as provided in Section 2.06(i) of the Credit Agreement,

**“Joinder Agreement”** has the meaning assigned to such term in Section 5.13 of the Credit Agreement,

**“Lenders”** the Persons listed on the Commitment Schedule attached to the Credit Agreement and any other Person that shall have become a party to the Credit Agreement pursuant to an Assignment and Assumption (other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption), in each case, together with any Affiliate of such Person through which such Person elects, by notice to the Administrative Agent, to make any Loans available to any Borrower so long as such Person or its Affiliate is a party to this Agreement as a Lender, provided that for all purposes of voting or consenting with respect to (a) any amendment, supplement or modification to any Loan Document, (b) any waiver of any of the requirements of any Loan Document or any waiver of any Default or Event of Default and its consequences and (c) any other matter as to which a Lender may vote or consent pursuant to Section 9.02 of the Credit Agreement, the Person making such election shall be deemed the “Lender” rather than such Affiliate, which shall not be entitled to vote or consent (it being agreed that the failure of any such Affiliate to fund an obligation under this Agreement shall not relieve the Person that designated such Affiliate to Loans under the Credit Agreement from its obligations under the Credit Agreement). Unless the context otherwise requires, the term “Lenders” includes the Swingline Lenders,

**“Liabilities”**: means all unpaid principal of and accrued and unpaid interest on the Loans (including interest accruing (or, to the extent that the same may be lawfully recovered, which would have accrued but for the commencement of any bankruptcy, insolvency, receivership or similar proceeding) after the commencement of any bankruptcy, insolvency receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent, the Issuing Bank or any indemnified party arising under the Loan Documents (including this Deed and including any liability in respect of any further advances made under the Loan Documents), together with all Expenses and all interest under clause 2.3 (*Interest*) of the Debenture,

**“Lien”**: with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities,

**“Loan Guaranty”**: Article X of the Credit Agreement and, if separate guarantees are required by the Administrative Agent, each separate Guarantee, in form and substance satisfactory to the Administrative Agent, delivered by each Loan Guarantor that is a foreign Subsidiary (which Guarantee shall be governed by the laws of the country in which such foreign Subsidiary is located if the Administrative Agent requests that such law govern such Guarantee), as it may be amended or modified and in effect from time to time,

**“Loan Parties”**: the Borrowers, the Borrowers’ Restricted Subsidiaries party to a Loan Guaranty and any other Person who becomes a party to the Credit Agreement pursuant to a Joinder Agreement or executes a separate Loan Guaranty and their respective successors and assigns,

**“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,

**“Mortgages”** any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Security Trustee or the Administrative Collateral Agent, for the benefit of the Administrative Collateral Agent and the Lenders, on real property of a Loan Party, including any amendment, modification or supplement thereto

**“Person”** any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity,

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

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

**“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,

**“Restricted Subsidiaries”** all Subsidiaries of Cott Corporation that are not Unrestricted Subsidiaries,

**“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*), 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*),

**“Swap Agreement”** any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrowers or the Subsidiaries shall be a Swap Agreement,

**"Swap Obligations"** of a Person, any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction,

**"Swingline Lender"** the Canadian Swingline Lender, the UK Swingline Lender and/or the U S Swingline Lender, as applicable,

**"UK Issuing Bank"** JPMorgan Chase Bank, N A , London Branch, in its capacity of the issuer of Letters of Credit for the account of Cott Beverages Limited under the Credit Agreement, and its successors in such capacity as provided in Section 2 06(i) of the Credit Agreement The UK Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the UK Issuing Bank, in which case the term "UK Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate,

**"UK Swingline Lender"** JPMorgan Chase Bank, N A , London Branch, in its capacity as lender of UK Swingline Loans under the Credit Agreement,

**"U.S. Issuing Bank"** each of JPMorgan Chase Bank, N A and up to two other Lenders designated by the U S Borrower to serve as U S Issuing Bank under the Credit Agreement in a written notice to the Administrative Agent, each in its capacity of the issuer of Letters of Credit for the account of Cott Beverages Inc , and Wachovia Bank, under and in connection with the Existing Letters of Credit, and their and its successors in such capacity as provided in Section 2 06(i) of the Credit Agreement Any U S Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such U S Issuing Bank, in which case the term "U S Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate,

**"UK Swingline Loan"** has the meaning assigned to such term in Section 2 05(a)(iii) of the Credit Agreement,

**"Unrestricted Subsidiary"** any Subsidiary of the Company designated as an Unrestricted Subsidiary pursuant to Section 5 14 of the Credit Agreement,

**"U.S. Swingline Lender"** JPMorgan Chase Bank, N A , in its capacity as lender of U S Swingline Loans under the Credit Agreement

**"U.S. Swingline Loan"** has the meaning assigned to such term in Section 2 05(a)(i) of the Credit Agreement

## **C. General Definitions**

Any reference in the Debenture and this form 395 to

- (a) the **"Security Trustee"**, a **"Chargor"**, **"Borrower"** or the **"Finance 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,
- (b) the **"assets"** of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person,

- (c) a **“Clause”** or a **“Schedule”** is, unless otherwise provided, a reference to a Clause or a Schedule of the Debenture,
- (d) **“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
- (e) 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

## Schedule 2 to the Debenture

### Specified Intellectual Property

#### INTELLECTUAL PROPERTY RIGHTS

##### PATENTS

Owner	Registration Number	Date	Description
None			

##### PATENT APPLICATIONS

Owner	Application Number	Date	Description
None			

##### TRADEMARKS

###### *Registrations*

Owner	Registration No.	Date	Trademark
BCB Beverages Limited	2153665	11/13/1998	DR LOONY'S BOUNCY BUBBLEGUM
BCB Beverages Limited	2153663	11/13/1998	DR LOONY'S STRAWERRY JELLY
BCB Beverages Limited	2153662	11/13/1998	DR LOONY'S ICE CREAM SODA
BCB Beverages Limited	2115574	6/5/1998	DR LOONY'S
BCB Beverages Limited	2108880	4/4/1997	VIXEN
BCB Beverages Limited	2068275	7/4/1997	DR LOONY'S CHERRY CHOCOLATE DREAM
BCB Beverages Limited	2029496	4/9/1996	EDGE
Cott Beverages Limited	580919	28-OCT-1937	SUNVILL (Class 32)
Cott Beverages Limited	735064	15-OCT-1954	SUNQUEN (Class 32)
Cott Beverages Limited	893935	30-APR-1966	SUNSPRING (Class 32)
Cott Beverages Limited	1085655	26-OCT-1977	BENSADE (Class 32)
Cott Beverages Limited	1155810	16-JUN-1981	CARTERS (Class 32)
Cott Beverages Limited	1410043	06-DEC-1989	Picture Mark (Classes 32 and 33)
Cott Beverages Limited	1410044	06-DEC-1989	MACAW (Class 32)



Owner	Registration No.	Date	Trademark
Cott Beverages Limited	1410045	06-DEC-1989	MACAW (Class 33)
Cott Beverages Limited	1548609	24-SEPT-1993	MINERVA (Class 32)
Cott Beverages Limited	1585492	12-SEPT-1994	COTT RETAIL BRANDS (Classes 30 and 32)
Cott Beverages Limited	1585494	12-SEPT-1994	COTT (Classes 30 and 32)
Cott Beverages Limited	2004126	01-DEC-1994	CRYSTAL QUARTZ (Class 32)
Cott Beverages Limited	2016370	01-APR-1995	POP FACTORY (Class 32)
Cott Beverages Limited	2102231	08-JUN-1996	BEN SHAWS (Class 32)
Cott Beverages Limited	2121072	16-JAN-1997	CARTERS GOLD (Class 32)
Cott Beverages Limited	2135258	07-JUN-1997	CARTERS ROYAL (Class 32)
Cott Beverages Limited	2180203	21-OCT-1998	CONNOISSEUR (Class 32)
Cott Beverages Limited	2189200	18-FEB-1999	BENJAMIN SHAW (Class 32)
Cott Beverages Limited	2207437	02-SEP-1999	BULLRING (Classes 5 and 32)
Cott Beverages Limited	2223475	24-FEB-2000	cola@cott uk (Class 32)
Cott Beverages Limited	2224197	02-MAR-2000	7X (Class 32)
Cott Beverages Limited	2228207	04-APR-2000	RED ROOSTER (Class 32)
Cott Beverages Limited	2235324	08-JUN-2000	CARTERS SIMPLY CLEAR (Class 32)
Cott Beverages Limited	2241867	07-AUG-2000	DR LOVE DR HATE (Class 32)
Cott Beverages Limited	2258301	18-JAN-2001	RED ROCKET (Class 32)
Cott Beverages Limited	2296314	25-MAR-2002	Picture Mark (Class 32)
Cott Beverages Limited	2296317	25-MAR-2002	MACAW (Class 32)
Cott Beverages Limited	2308918	23-AUG-2002	IN THE MIX (Classes 32 and 33)
Cott Beverages Limited	2309729	04-SEP-2002	JUS DE VIE (Class 32)
Cott Beverages Limited	2322716	03-FEB-2003	RR (Class 32)
Cott Beverages Limited	2323810	14-FEB-2003	Picture Mark

Owner	Registration No.	Date	Trademark
			(Classes 32 and 33)
Cott Beverages Limited	2323815	18-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2323816	18-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2323959	17-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2323960	17-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2323961	17-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2323962	17-FEB-2003	H2 (Classes 32 and 33)
Cott Beverages Limited	2335475	21-JUN-2003	H2 ORANGE SPORTS DRINK (Classes 32 and 33)
Cott Beverages Limited	2335476	21-JUN-2003	H2 GRAPEFRUIT SPORTS DRINK (Classes 32 and 33)
Cott Beverages Limited	2335477	21-JUN-2003	H2 LEMON & LIME SPORTS DRINK (Classes 32 and 33)
Cott Beverages Limited	2350017	26-NOV-2003	COTT SLIM LITE (Class 32)
Cott Beverages Limited	2350018	26-NOV-2003	COTT SLIM LIGHT (Class 32)
Cott Beverages Limited	2350295	01-DEC-2003	COTT WAIST WATCHERS (Class 32)
Cott Beverages Limited	2355744	13-FEB-2004	REFRESHMENT ROOSTER (Class 32)
Cott Beverages Limited	2355745	13-FEB-2004	SPORT ROOSTER (Class 32)
Cott Beverages Limited	2365980	17-JUN-2004	JUICEFUL (Class 32)
Cott Beverages Limited	2365981	17-JUN-2004	EMERGE (Class 32)
Cott Beverages Limited	2367778	08-JUL-2004	ROOSTER ENERGY (Class 32)
Cott Beverages Limited	2367781	08-JUL-2004	ROOSTER SPORT (Class 32)
Cott Beverages Limited	2381243	24-DEC-2004	EAU SO CLEANSING (Class 32)
Cott Beverages Limited	2382284	24-DEC-2004	EAU SO UPLIFTING (Class 32)
Cott Beverages Limited	2382285	24-DEC-2004	EAU SO SKINNY (Class 32)
Cott Beverages Limited	2382970	27-JAN-2005	K PLUS

Owner	Registration No.	Date	Trademark
			(Class 32)
Cott Beverages Limited	2382971	27-JAN-2005	S PLUS (Class 32)
Cott Beverages Limited	2383853	08-FEB-2005	EAU SO SLIMMING (Class 32)
Cott Beverages Limited	2436935	27-OCT-2006	ORIENT EMPORIUM TEA CO (Classes 30 and 32)
Cott Beverages Limited	2437990	09-NOV-2006	soclear sparkling water (Class 32)
Cott Beverages Limited	2447932	27-FEB-2007	BARE ALL (Classes 5, 29, 30 and 32)
Cott Beverages Limited	2453046	20-APR-2007	Bare all (Classes 5, 29, 30 and 32)
Cott Private Label Limited	1212243	07-FEB-1984	CARNIVAL (Class 32)
Cott Private Label Limited	1304592	20-MAR-1987	CARTERS SPLASH (Class 32)
Cott Private Label Limited	1304593	20-MAR-1987	CARTERS SUMMERTIME (Class 32)
Cott Private Label Limited	1304594	20-MAR-1987	CARTERS CLASSIC (Class 32)
Cott Private Label Limited	1304595	20-MAR-1987	CARTERS S'JOOSEY (Class 32)
Cott Private Label Limited	1304596	20-MAR-1987	ISLANDER (Class 32)
Cott Private Label Limited	1372172	04-FEB-1989	ENGLISH ROYAL (Class 32)
Cott Private Label Limited	1372173	04-FEB-1989	CARTERS FIVE STAR (Class 32)
Cott Private Label Limited	1389777	29-JUN-1989	PINACO (Class 32)
Cott Private Label Limited	1443701	29-SEP-1990	CARTERS (Class 42)
Cott Private Label Limited	1480021	19-OCT-1991	EXTRATIME (Class 32)
Cott Private Label Limited	1536181	18-MAY-1993	GOLD MEDAL Carters SOFT DRINKS Soda (Class 32)
Cott Private Label Limited	2028345	26-JUL-1995	Carters CIDER SHANDY (Class 32)
Cott Private Label Limited	2115862	14-NOV-1996	TOP KATS (Class 32)
Cott Private Label Limited	2115866	14-NOV-1996	HAPPY POPS (Class 32)
Cott Private Label Limited	2118920	17-DEC-1996	MEGASAUROS (Class 32)
Cott Private Label Limited	2120141	07-JAN-1997	WAM (Class 33)
Cott Private Label Limited	2120329	09-JAN-1997	SPOOF

Owner	Registration No.	Date	Trademark
			(Class 33)
Cott Private Label Limited	2120417	10-JAN-1997	AXESS (Class 32)
Cott Private Label Limited	2120455	10-JAN-1997	NEON (Class 33)
Cott Private Label Limited	2120457	10-JAN-1997	CARTERS SPARKLE (Class 32)
Cott Private Label Limited	2120459	10-JAN-1997	CARTERS STAR (Class 32)
Cott Private Label Limited	2120936	13-JAN-1997	MORSE (Class 33)
Cott Private Label Limited	2121068	16-JAN-1997	JINX (Class 33)
Cott Private Label Limited	2134052	28-MAY-1997	WIDE EYE (Class 30)
Cott Private Label Limited	2135774	13-JUN-1997	SPORTADE (Class 32)
Cott Private Label Limited	2142823	23-AUG-1997	POP MAGIC (Class 32)
Cott Private Label Limited	2142826	23-AUG-1997	Picture Mark (Class 32)

#### TRADEMARK APPLICATIONS

Owner	Application No.	Date	Trademark
Cott Beverages Limited	2460295	04-JUL-2007	DRINK A RAINBOW (Class 32)

#### INTERNATIONAL TRADEMARKS

Country	Owner	Registration Number	Date	Trademark
Austria	Cott Beverages Limited	196818	12-JUN-2001	[Bottle Design] - Design Only
Bahamas	BCB Beverages Limited	3987	23-Jul-1963	ROYAL CROWN
Bahamas	BCB Beverages Limited	3988	23-Jul-1963	ROYAL CROWN
Bahamas	BCB Beverages Limited	4369	10-Dec-1964	DIET-RITE
Bahamas	BCB Beverages Limited	22397	09-Jan-2004	RC
Community Trademarks	Cott Beverages Limited	4106712	29-OCT-2004	EMERGE

<b>Country</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Date</b>	<b>Trademark</b>
Community Trademarks	Cott Beverages Limited	3033172	20-DEC-2004	RED ROOSTER
Community Trademarks	Cott Beverages Limited	2655892	26-SEP-2003	MACAW
Community Trademarks	Cott Beverages Limited	2655900	14-AUG-2003	Design Only (Round Thing)
Community Trademarks	Cott Beverages Limited	2052827	28-JAN-2002	RED ROCKET
European Community	Cott Private Label Limited	642884	3/18/1999	JOOCE
International Register	Cott Beverages Limited	941160	02-OCT-2007	ORIENT EMPORIUM TEA CO
Ireland	Cott Beverages, Limited	221106	4/4/2001	RED ROOSTER
Spain	Cott Europe Trading Ltd	2270016M1	5/22/2000	RETAIL BRANDS

#### INTERNATIONAL TRADEMARK APPLICATIONS

<u>Country</u>	<u>Name of Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
Community Trademarks	Cott Beverages Limited	6021687	6/20/2007	GL-7
Community Trademarks	Cott Beverages Limited	5934435	5/24/2007	ORIENT EMPORIUM TEA CO
Community Trademarks	Cott Beverages Limited	5847629	4/20/2007	Bare all (and Leaf Design)
Community Trademarks	Cott Beverages Limited	5801105	3/30/2007	BARE ALL
Community Trademarks	Cott Beverages Limited	3033131	02/03/2003	RR
Italy	Cott Beverages Limited	MI/2004/10872	11/3/04	EMERGE

#### COPYRIGHTS

<b>Owner</b>	<b>Registration Number</b>	<b>Date</b>	<b>Copyright</b>
None			

#### COPYRIGHT APPLICATIONS

<b>Owner</b>	<b>Registration Number</b>	<b>Date</b>	<b>Copyright</b>
None			

### INTELLECTUAL PROPERTY LICENSES

Licensor	Licensee	Registration/ Application Number	Date	Description
Twentieth Century Fox Licensing and Merchandising, a division of Fox Entertainment Group, Inc	Cott Beverages Limited		8/17/04	License of artwork depicting characters and "other distinctive creative elements" derived from the television show "24"
Twentieth Century Fox Licensing and Merchandising, a division of Fox Entertainment Group, Inc	Cott Beverages Limited		4/27/07	License of artwork depicting characters and "other distinctive creative elements" derived from the television show "The Simpsons"
Caribbean Flavors, Ltd	Cott Beverages Limited		6/29/06	License of the following marks in conjunction with a Manufacturing and Distribution agreement D&G TING KOLA CHAMPAGNE KOOL KAT OLD JAMAICAN DESNOES & GEDDES
Cott Beverages Limited	1) Choice Brands Europe Limited 2) Retail Brands (Holdings) BV 3) Cott UK Limited	1585494	12-SEP-1994	COTT (Classes 30 and 32)
Cott Beverages Limited	Cott Beverages Limited	2102231	7-OCT-1999	BEN SHAWS (Class 32)

### INDUSTRIAL DESIGNS

#### *United Kingdom Registration*

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

### Schedule 3 to the Debenture

#### Specified Securities

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Share certificate numbers
Cott Retail Brands Limited (C/N 02865761)	Cott Limited (C/N 02186825) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	3,810,800	Ordinary A £0 10 each	31
Cott Retail Brands Limited (C/N 02865761)	Cott Limited (C/N 02186825) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	1,445,476	Preferred Ordinary £0 10 each	32
Cott Retail Brands Limited (C/N 02865761)	Cott Europe Trading Limited (C/N 02974459) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	1,860,709	Ordinary £1 00 each	2 & 3
Cott Retail Brands Limited (C/N 02865761)	Cott Beverages Limited (C/N 02836071) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	2,000	Preference £1 00 each	8
Cott Retail Brands Limited (C/N 02865761)	Cott Beverages Limited (C/N 02836071) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ	49,623,610	Ordinary £1 00 each	9-17
Cott Beverages	Cott Private Label Limited	25,000	Ordinary A	15



Limited (C/N 02836071)	(C/N 00340485) Citrus Grove Side Ley, Kegworth Derby DE74 2FJ		£0 10 each	
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 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

## Schedule 9 to the Debenture

### Real property

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

## Schedule 10 to the Debenture

### Equipment

Cott Beverages Limited  
Knottingly Road (Bondgate)  
Pontefract, West Yorkshire, United Kingdom

### Machinery & Equipment

Item	Qty	
<b><u>Bottling</u></b>		
342	1	Lot of Syrup Room Equipment, To Include
		(2) 27,000-Liter Stainless Steel Tanks, Asset #1, and Asset #2, (1982), Each with Top Mounted Electric Mixer, and Associated Pumps, Piping, etc
		(1) 4,500-Liter Stainless Steel Tank, Asset #3, (1982), with Top-Mounted Electric Mixer, and Associated Pumps, Piping, etc
		(2) 6,000-Liter Stainless Steel Tanks, Asset #4, and Asset #5, (1982), Each with Top-Mounted Electric Mixer, and Associated Pumps, Piping, etc
		(1) 6,500-Liter Stainless Steel Tank, Asset #6, (1982), with Top-Mounted Electric Mixer, and Associated Pumps, Piping, etc
		(1) 5,000-Liter Stainless Steel Tank, Asset #7, (1982), with Top-Mounted Mixer, and Associated Pumps, Piping, etc
		(1) 5,700-Liter Stainless Steel Tank, Asset #8, (1982), with Top-Mounted Mixer, and Associated Pumps, Piping, etc
		(2) 21,000-Liter Stainless Steel Tanks, Asset #9, and Asset #10, (1982), Each with Top-Mounted Electric Mixer, and Associated Pumps, Piping, etc
		(2) 1,000-Liter Utility Stainless Steel Tanks, Asset #1, and Asset #2, Each with Top-Mounted Electric Mixer, Citric Acid Meters, and Associated Pumps, Piping, etc
		(2) 1,500-Liter Utility Stainless Steel Tanks, Asset #3, and Asset #4, Each with Top-Mounted Electric Mixer, Citric Acid Meters, and Associated Pumps, Piping, etc
		(2) Marco Model Datamaster Batch Scales

Item	Qty	
		<ul style="list-style-type: none"> <li>(1) PSI Projects CIP System, (1986), with (3) 1,000Gallon Capacity Process Tanks, (2) Alpha Laval Heat Exchangers, and Associated Pumps, Piping, PLC Controls, etc</li> <li>(2) 1,000-Liter Stainless Steel Tanks, Each with Associated Pumps, Piping, etc</li> <li>(1) 5,000-Liter Stainless Steel Tank, with Top Mounted Electric Mixer, Pumps, Piping, etc</li> <li>(1) Centrifugal Mixer, with Stainless Steel Hopper, Pumps, Piping, Controller, etc</li> <li>(1) Dalmecc Model PMC 50-kg Bag Lifter, S/N 0528355, (2005), with Vacuum Pump, and Control</li> <li>(1) Central Bottling International PLC Control System, S/N 2846/004, (2006), with Associated Touch Screen Interfaces</li> <li>(1) Lot of Miscellaneous Equipment, To Include Stainless Steel Mezzanine, Mass Flowmeters, Tank Level Indicators, Sink, Table, Scale, Pump, Motor, Piping, etc</li> </ul>
343	1	<p>Bottling Line #4, 1-Liter, 2-Liter, and 3-Liter Bottle Capacity, Both Round and Square, 12,000 Bottles/Hour, To Include</p> <ul style="list-style-type: none"> <li>(1) Officine Model Depa 1 Depalletizer, S/N S/1024, (1994), with Chain-Type Loading Conveyor, Safety Enclosure, Estimated 48"W x 5'L Interlocking Metal Belt Conveyor, and PLC Control</li> <li>(1) Fava Artemio Model PB577/4P Unscrambler, S/N 622, (1999), Estimated 10'D, Stainless Steel, with Loading Hopper, (2) Loading Conveyors, and PLC Control</li> <li>(1) HSM Model VL45 26" x 18" Plastic Vertical Baler, S/N 270168155U, (2006)</li> <li>(1) Estimated 6"W x 65'L Air Powered Conveyor, with (2) Top-Mounted Blowers</li> <li>(1) Estimated 4"W x 100'L Interlocking Plastic Belt Conveyor, with (4) 90° Turn Sections, S-Type Turn Section, and Estimated 8" x 12' Diverter</li> <li>(1) AVE Model Vega 45 45-Valve Rotary Volumetric Filler, S/N 08289, (1989), Stainless Steel, with Bottle Rinse Station, and Siemens PLC Control</li> <li>(1) Zalkin Model CA8/360NG 8-Head Capper, S/N 24239, (2006), with Air Powered Cap Feed Hopper, Spiral Feeder, and PLC Control</li> </ul>

Item	Qty	
	(1)	Zalkin Model CA6GR 6-Head Capper, S/N 22557, (1990), with Stainless Steel Feed Hopper, Inclined Conveyor, Spiral Feeder, and Push-Button Control, (Not In Service)
	(1)	Estimated 4"W x 190'L Stainless Steel Interlocking Metal Belt Conveyor, with S-Type Turn Section, (4) 90° Turn Sections, and Estimated 24"W x 10'L Lane Diverter
	(1)	Krones Model Canmatic 12-Station Wraparound Labeler, (Estimated 1980s), with Nordson Hot Melt Glue Applicator, Glue Pot, Label Feeder, and Push-Button Control
	(1)	Linx Model 6800 Ink Jet Coder
	(1)	Alfa-Laval Model M10-MFMC Pasteurizer, S/N 30100-22580, (1989), with Alfa-Laval Model M10-MFMC Heat Exchanger, S/N 30100-22580, 10-Bar Maximum Pressure, 100°C Maximum Temperature, Estimated 500-Liter Capacity Stainless Steel Tank, APV UV Lamp, Control Panel, with Chart Recorder, and Associated Piping, Valve, etc
	(1)	Euro Sistemi Case Packer, (Estimated 2000), with Automatic Sorter, Estimated 24"W x 36'L Interlocking Plastic Belt Conveyor, Lane Diverter, Cart Board Loading Station, Overwrapper, Estimated 36"W x 12"H Heat Shrink Tunnel, and PLC Control
	(2)	Zebra Model ZM600 Label Printers
	(1)	Estimated 18"W x 40'L Power Roller Conveyor, with 900 Turn Section, and Estimated 36"W x 10' Lane Diverter
	(1)	Estimated 36"W x 12'L Inclined Power Belt Conveyor
	(1)	Estimated 13"W x 10'L Power Roller Conveyor (1) Estimated 13"W x 4'L Power Belt Conveyor
	(1)	Logopak Model 906 II B90 Pressure Sensitive Labeler, S/N 204 0072, (2004), with Interlocking Plastic Belt Conveyor
	(1)	Estimated 13"W x 5'L Power Roller Conveyor
	(1)	Estimated 13"W x 20'L Inclined Power Belt Conveyor
	(1)	Estimated 13"W x 15'L Power Roller Conveyor, with Estimated 13"W x 10'L 180° Interlocking Plastic Belt Conveyor Section
	(1)	Estimated 13"W x 5'L Power Belt Conveyor
	(1)	Estimated 13"W x 12'L 180-Degree Interlocking Plastic Belt Conveyor

Item	Qty	
		<ul style="list-style-type: none"> <li>(1) Ocme Model Orion V Palletizer, S/N 1/170/96, (1996), with Automatic Pallet Loader, Power Roller Infeed Conveyor, Pneumatic Cardboard Placer, Power Roller Exit Conveyor, Safety Enclosure, and PLC Control</li> <li>(1) Mancon Model 2000 Orbital Stretch Wrap Machine, S/N P1486, with Estimated 48"W x 30'L Power Roller Conveyor, Safety Enclosure, and PLC Control</li> <li>(1) Estimated 4"W x 130'L Interlocking Plastic Belt Conveyor, with (6) 90° Turn Sections, Estimated 12"W x 48"L Lane Diverter, and Estimated 24"W x 20'L Lane Diverter</li> <li>(1) Berchi Model Modular PR-L Tray Palletizer, S/N 0317BF1763, (1992), with Automatic Pallet Feeder, Pneumatic Cardboard Placer, Pneumatic Bottle Loading Station, Chain-Type Exit Conveyor, Safety Enclosure, and PLC Control</li> <li>(1) ITW Mima Model Octopus 1600B Orbital Stretch Wrap Machine, S/N 312812-001, (2001), with Estimated 48"W x 30'L Power Roller Conveyor, Chain-Type Offload Conveyor, Safety Enclosure, and PLC Control</li> <li>(1) Lot of Associated Mezzanine, Pumps, Piping, etc</li> </ul>
344	1	<p>Canning Line #1, 330mL @ 78,000 Cans/Hour, 440mL @ 1,000,000 78,000 Cans/Hour, To Include</p> <ul style="list-style-type: none"> <li>(1) Ocme Model 2D180/M Depalletizer, S/N 1/208/90, (1991), with 3-Strand Infeed Chain Conveyor, Cardboard Feeding Stack, Pallet Loading Station, and Top-Mounted Takeoff Conveyor, Estimated 72"W x 57'L</li> <li>(1) Kensal 30"W x Estimated 65'L Interlocking Plastic Belt Conveyor, with 180° Turn Section</li> <li>(1) 16"W x Estimated 100'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections, and Electric Motor Drives</li> <li>(1) 16"W x 7'L Interlocking Plastic Belt Conveyor (1) 16"W x 15'L Interlocking Plastic Belt Conveyor (1) 16"W x 110'L Interlocking Plastic Belt Conveyor (2) 16"W x 50'L Interlocking Plastic Belt Conveyors (1) 16"W x 65'L Interlocking Plastic Belt Conveyor (1) 16"W x 20'L Interlocking Plastic Belt Conveyor (1) 3"W x 35'L Interlocking Plastic Belt Conveyor</li> <li>(1) Legendre 3-Lane Rinser, Gravity Feed, Estimated 25'L, Inclined</li> <li>(1) 16"W x 15'L Interlocking Plastic Belt Conveyor, with Overhead Lane Divider</li> </ul>

Item	Qty	
	(1)	Crown Simplimatic 100-Valve Filler, (Estimated 1960s), Stainless Steel, with Stainless Steel Enclosure
	(1)	Angelus Model 120L 12-Position Can Seamer, S/N 7428969, (1969), with FSI Can Top Feeder, (50) Can Holding Positions, and Drive Motor
	(1)	Jetmix Mixer, S/N M016-01/98-300, (1998), 33,000 Liters/Hour, with Siemens Model Simatic OP37 CNC Control
	(1)	Plough, Inc Pasteurizer, S/N 598, (2003), 5,700 Liters/Hour, with Siemens Model Simatic PLC Control
	(1)	3"W x 30'L Interlocking Plastic Belt Conveyor, with Overhead Can Washing Positions, and Can Turn Position
	(1)	Mapex, Inc Model FLG Fill Level Detector, with Inspection Stand
	(1)	16"W x 35'L Interlocking Plastic Belt Conveyor, with 900 Turn Section
	(1)	16"W x 15'L Interlocking Plastic Belt Conveyor (1) 16"W x 7'L Interlocking Plastic Belt Conveyor (1) 6"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	Vortex Model B Flatbed Pasteurizer, S/N 1430R/DD/1549, (1949), 5-Zone, with 6"W x Estimated 20'L Entry Infeed Interlocking Plastic Belt Conveyor, and 12"W x 20'L Exit Interlocking Plastic Belt Conveyor
	(2)	6"W x 30'L Interlocking Plastic Belt Conveyors (1) 16"W x 20'L Interlocking Plastic Belt Conveyor (1) 16"W x 15'L Interlocking Plastic Belt Conveyor (1) 16"W x 15'L Interlocking Plastic Belt Conveyor, with Diverter Position
	(1)	3"W x 100'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections, and Diverter Position (2) 16"W x 10'L Interlocking Plastic Belt Conveyors (1) 16"W x 30'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections
	(1)	42"W x 10'L Interlocking Plastic Belt Accumulation Table
	(2)	3"W x 20'L Interlocking Plastic Belt Conveyors, Each with Can Turnover Position
	(2)	Mapex, Inc Model FLG Fill Level Detectors, Each with (2) Sensing Positions
	(2)	Linx Model 6800 Ink Jet Coders
	(1)	24"W x 20'L Interlocking Plastic Belt Conveyor

Item	Qty
	(4) 24"W x 25'L Interlocking Plastic Belt Conveyors
	(1) 32"W x 35'L Interlocking Plastic Belt Conveyor
	(1) 32"W x 15'L Interlocking Plastic Belt Conveyor
	(1) 20"W x 10'L Interlocking Plastic Belt Conveyor
	(1) 20"W x 15'L Interlocking Plastic Belt Conveyor
	(1) Zambelli Model LFT120 Case Packer, S/N 1514, (2000), with Overhead Lane Divider, 9-Position, Overhead Stretch Wrap Position, and Telemecanique Model Magelis PLC Control
	(1) Zambelli Model M2LS Shrink Tunnel, S/N 1546, (2000), 20" x 30" Parts Opening, with 32" Wire Mesh Conveyor, and (2) Overhead Cooling Fans
	(1) 32"W x 5'L Interlocking Plastic Belt Conveyor
	(1) Zambelli 32"W x 20'L Roller Belt Conveyor
	(1) 32"W x 20'L Interlocking Plastic Belt Conveyor, with 90° Turn Section, and Electric Motor Drive
	(1) 32"W x 10'L Roller Belt Conveyor, with Electric Motor Drive
	(1) 32"W x 15'L Interlocking Plastic Belt Conveyor, with 90° Turn Section, and Electric Motor Drive
	(1) 32"W x 15'L Roller Belt Conveyor
	(1) 32"W x 15'L Interlocking Plastic Belt Conveyor
	(1) 20"W x 10'L Interlocking Plastic Belt Conveyor
	(1) 32"W x 25'L Interlocking Plastic Belt Conveyor
	(1) 32"W x 10'L Interlocking Plastic Belt Conveyor
	(1) Diverter Table 42"W x 5L
	(1) Kisters 32"W x 10'L Interlocking Plastic Belt Conveyor
	(1) Kisters Model 197-80 80-Boxes/Minute Case Packer, (Estimated 1980s), with Convac PLC Control, and Nordson Hot Melt Glue Applicator
	(1) Zevia Model ST/11-600 Shrink Tunnel, S/N 7471, (1991), 18" x 24" Parts Opening, with Roller Belt Flow Through Conveyor
	(1) 20"W x 20'L Power Roller Conveyor



Item	Qty	
		(1) 20"W x 7'L Power Belt Conveyor
		(1) 24"W x 15'L Power Roller Conveyor, with 180 Turn Section
		(1) 24"W x 25'L Power Roller Conveyor
		(1) 24"W x 5'L Power Belt Conveyor
		(1) 12"W x 10'L Interlocking Plastic Belt Conveyor
		(1) 12"W x 30'L Power Roller Conveyor
		(1) 12"W x 5'L Power Belt Conveyor
		(1) 12"W x 20'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
		(1) 12"W x 7'L Power Roller Conveyor
		(1) 12"W x 25'L Inclined Power Belt Conveyor (1) 12"W x 350'L Power Roller Conveyor
		(1) 12"W x 350'L Power Roller Conveyor
		(2) 12"W x 5'L Inclined Power Belt Conveyors
		(2) Logopak Model Tandem Controller Pressure Sensitive Labelers, S/N 2040323, and S/N Unknown, (2004)
		(1) 12"W x 20'L Inclined Power Belt Conveyor
		(1) 12"W x 10'L Power Roller Conveyor, with 90° Turn Section
		(1) 16"W x 72"L Diverter Table, with Plastic Diverting Slats
		(3) 12"W x 20'L Power Roller Conveyors
		(3) 12"W x 10'L Interlocking Plastic Belt Conveyors, Each with Automatic Stop
		(1) Ocme Model 21 P1 18/M3 Palletizer, S/N 1/207/90, (1990), with Entry Roller Conveyor, Automatic Turn Position, Siemens Model Simatic PLC Control, Automatic Loading Area, and 5 Strand Outfeed Chain Conveyor, Estimated 48"Wx15'L
		(1) ITW Mima Model Octopus 1600B Orbital-Type Stretch Wrap Machine, S/N 997956-001, (1999), with 3-Strand Infeed Chain Conveyor, and 48" x 5' Power Roller Conveyor
345	1	Canning Line #2, 150 mL @ 45,000 Cans/Hour, 250mL @ 925,000 45,000 Cans/Hour, 330mL @ 45,000 Cans/Hour, To Include

Item	Qty	
	(1)	Wortley Depalletizer, S/N 2066, (1970), with Pallet Loading Position, 2-Strand Infeed Chain Conveyor, 2-Strand Takeoff Chain Conveyor, Accumulation Table, 44"W x 10'L, and Control
	(1)	16"W x 35'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(2)	16"W x 65'L Interlocking Plastic Belt Conveyors
	(1)	48" x 5' Diverter Table
	(1)	16"W x 115'L Interlocking Plastic Belt Conveyor
	(1)	16"W x 65'L Interlocking Plastic Belt Conveyor
	(1)	16"W x 45'L Interlocking Plastic Belt Conveyor
	(1)	3"W x 151 Interlocking Plastic Belt Conveyor, with 90° Turn Section
	(1)	4-Lane Rinser, Estimated 25'L, Gravity Feed
	(1)	Crown Simplimatic 72-Valve Filler, (Estimated 1960s), Stainless Steel, with Stainless Steel Enclosure
	(1)	Central Bottling International Mixer, S/N 2832/004, (2006), 24,000 Liters/Hour, with APB Heat Exchanger, and Estimated 250-Liter Stainless Steel Storage Tank
	(1)	Angelus Model 120L 12-Position Seamer, (1969), with Manual Infeed Chutes, and VBS PLC Control
	(1)	3"W x 25'L Interlocking Plastic Belt Conveyor, with 3-Can Transfer Positions
	(1)	3"W x 15'L Interlocking Plastic Belt Conveyor, with 3-Can Transfer Positions
	(1)	6"W x 25'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections, and Diverter Table, Estimated 20"W x 5'L
	(1)	3"W x 30'L Interlocking Plastic Belt Conveyor
	(1)	3"W x 30'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections
	(1)	6"W x 50'L Interlocking Plastic Belt Conveyor
	(1)	6"W x 25'L Interlocking Plastic Belt Conveyor, with 45° Turn Section, 90° Turn Section, and Diverter Table

Item Qty

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- |     |   |
|-----|---|
| (1) | 6"W x 15'L Interlocking Plastic Belt Conveyor, with 90° Turn Section  |
| (1) | 12"W x 15'L Interlocking Plastic Belt Conveyor  |
| (2) | 10"W x 15'L Interlocking Plastic Belt Conveyors   |
| (2) | 3"W x 10'L Interlocking Plastic Belt Conveyors, with 90° Turn Section   |
| (2) | Mapex, Inc Model FLG Fill Level Detectors, Each with Sensing Stand  |
| (2) | Linx Model 6800 Ink Jet Coders, Each with Print Head  |
| (2) | 3"W x 25'L Interlocking Plastic Belt Conveyors, Each with 4-Can Turnover Stations   |
| (2) | 3"W x 20'L Interlocking Plastic Belt Conveyors  |
| (1) | 42"W x 10'L Interlocking Plastic Belt Conveyor  |
| (2) | 16"W x 25'L Interlocking Plastic Belt Conveyors   |
| (1) | 16"W x 5'L Interlocking Plastic Belt Conveyor   |
| (1) | 60"W x 15'L Interlocking Plastic Belt Conveyor  |
| (1) | 16"W x 15'L Interlocking Plastic Belt Conveyor  |
| (1) | 16"W x 10'L Interlocking Plastic Belt Conveyor  |
| (1) | 3"W x 30'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections   |
| (1) | Cluster Pack Model 751 6-Pack Case Packer, S/N 2315, (1987), with Overhead Case Erection Position, Hot Melt Glue Applicator, and 32"W x 15'L Exit Roller Conveyor |
| (1) | 18"W x 15'L Interlocking Plastic Belt Conveyor, with 180° Turn Section  |
| (1) | 18"W x 20'L Roller Belt Conveyor  |
| (1) | 18"W x 5'L Power Belt Conveyor  |
| (1) | 18"W x 15'L Interlocking Plastic Belt Conveyor, with 180° Turn Section  |
| (1) | 8"W x 15'L Roller Belt Conveyor   |
| (1) | 18"W x 10'L Interlocking Plastic Belt Conveyor  |

Item	Qty	
		(1) 20"W x 10'L Interlocking Plastic Belt Conveyor, with 90 Turn Section
		(1) 40"W x 5'L Interlocking Plastic Belt Diverter
		(1) 20"W x 15'L Interlocking Plastic Belt Conveyor
		(1) Zambelli Model LFT60-W Case Packer, S/N1350, (1996), with 24"W x 10'L Interlocking Plastic Belt Infeed Conveyor, 2-Strand Chain Conveyor, 16"W x 10'L, and Overhead Stretch Wrapping Station
		(1) Zambelli Model M2/L Shrink Tunnel, S/N 1350, (1996), 10" x 26" Parts Opening, with 28"W Wire Mesh Conveyor
		(1) 20"W x 20'L Interlocking Plastic Belt Conveyor
		(1) 20"W x 7'L Roller Conveyor, with 45° Turn Section
		(1) 20"W x 5'L Power Roller Conveyor
		(1) 20"W x 7'L Roller Conveyor, with 45° Turn Section
		(1) Legendre 20"W x 5'L Power Belt Conveyor
		(1) 20"W x 10'L Interlocking Plastic Belt Conveyor
		(1) Logopak Model 90611 B90 Pressure Sensitive Labeler, S/N 2030274, (2003)
		(1) 20" x 10' Power Roller Conveyor
		(1) 60"W x 70"L Diverter, with Plastic Lane Changing Slats
		(2) 20" x 15' Power Roller Conveyors
		(2) 20"W x 10'L Interlocking Plastic Belt Conveyors
		(1) Ocme Model 11/P115/N/S/F2 Palletizer, S/N 109694, with Pallet Loading Position, Infeed Roller Conveyor, Stacking Unit, Pick and Place Arm, and 48" x 15' Power Roller Conveyor
		(1) Newtec Model 1800 Orbital-Type Stretch Wrap Machine, (1985)
346	1	Bottling Line #3, 1-Liter, 2-Liter, and 3-Liter Bottling Capacity, 12,000 Bottles/Hour, To Include
		(1) Lita Model TRP Depalletizer, S/N 2207, (1999), with 3-Strand Chain Infeed Conveyor, 43"W x 15'L, Overhead Cardboard Pick and Place Arm, Pneumatic, Pallet Takeoff Position, with 48"W x 15'L Take-Up Roller Conveyor, 2-Strand Chain Conveyor, and Dump Chute

Item	Qty	
	(1)	28"W x 25'L Inclined Drag Conveyor
	(1)	28"W x 25'L Drag Conveyor
	(1)	28"W x 25'L Inclined Drag Conveyor
	(1)	28"W x 25'L Drag Conveyor
	(1)	28"W x 25'L Drag Conveyor, with Dump Chute
	(1)	28"W x 25'L Inclined Drag Conveyor, with Dump Chute
	(1)	Procomac Model Topstar Bottle Unscrambler, S/N P2731
	(1)	Estimated 6"W x 35'L Air Powered Conveyor, with (2) Top-Mounted Blowers
	(1)	Dawson/Hills 18 Position Rinser, S/N M24703
	(1)	Stork Model VR32/8 32-Valve Filler, Stainless Steel
	(1)	Zalkin 8-Head Capper, (1992)
	(1)	3"W x 50'L Interlocking Plastic Belt Conveyor
	(1)	6"W x 50'L Interlocking Plastic Belt Conveyor
	(1)	Dawson/Hills 36-Position Rinser, S/N M24793
	(1)	Stork 48-Valve Filler, Stainless Steel
	(1)	Zalkin 8-Head Capper, (1992)
	(1)	3"W x 30'L Interlocking Plastic Belt Conveyor
	(1)	CPS 20,000-Liters/Hour Pasteurizer, (2005), with Siemens Model Simatic PLC Control, and Associated Heat Exchanger
	(1)	Diverter, Estimated 12"W x 4'L
	(1)	Arol Model Euro/PP 8-Head Capper, S/N 8813, (2004), with Overhead Cap Feeder
	(1)	3"W x 15'L Interlocking Plastic Belt Conveyor
	(1)	3"W x 200'L Interlocking Plastic Belt Conveyor, with (2) 180° Turn Sections
	(1)	Krones Model Canmatic 12-Position Wraparound Labeler, S/N 073B83, with Hot Melt Glue Applicator, Label Placement Position, and PLC Controls
	(1)	3"W x 30'L Interlocking Plastic Belt Conveyor

Item	Qty
	(1) Linx Model 6800 Ink Jet Coder
	(1) 28"W x 5'L Diverter
	(1) 16"W x 101 Interlocking Plastic Belt Conveyor
	(1) 16"W x 35'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
	(1) 28"W x 5'L Diverter
	(1) 16"W x 15'L Interlocking Plastic Belt Conveyor
	(1) Zambelli Model LFT 40N Case Packer, S/N 1450, (1999), with PLC Control, Overhead Stretch Wrapper Station, and 30"W x 5'L Interlocking Plastic Belt Conveyor
	(1) Zambelli Model M/L Shrink Tunnel, S/N 1450, (1999), 14" x 20" Parts Opening, with 24" Wire Mesh Belt Conveyor, and (2) Overhead Cooling Fans
	(1) 24"W x 10'L Interlocking Plastic Belt Conveyor
	(1) Logopak Model 90611890 Pressure Sensitive Labeler, S/N 2030273, (2003)
	(1) 24"W x 10'L Power Roller Conveyor, with Electric Motor Drive
	(1) 24"W x 35'L Inclined Power Belt Conveyor
	(1) 30"W x 7'L Roller Conveyor, with 45° Turn Section
	(1) 24"W x 10'L Inclined Power Belt Conveyor
	(1) 30"W x 7'L Roller Conveyor, with 45° Turn Section
	(1) 24"W x Estimated 150'L Power Roller Conveyor
	(1) 30"W x 7'L Roller Conveyor, with 45° Turn Section
	(1) 3-Level Carousel, Estimated 75 Linear Feet
	(1) 24"W x 75'L Power Roller Conveyor
	(1) Estimated 24"W x 8'L Interlocking Plastic Belt Conveyor
	(1) Estimated 24"W x 36"L Power Belt Conveyor
	(1) 24"W x 75'L Power Roller Conveyor
	(1) Estimated 36"W x 15'L Interlocking Plastic Belt Conveyor

Item	Qty	
		(1) Central Bottling International Model KP233//A Palletizer, S/N 2701/009, (2004), with Automatic Pallet Loader, Estimated 48"W x 20'L Power Roller Conveyor, Pneumatic Cardboard Loader, Safety Enclosure, and Blackstar Engineering PLC Control
		(1) Robopac Model Helix Orbital Stretch Wrap Machine, S/N 033020018, (1990), with Estimated 48"W x 45'L Power Roller Conveyor, with (2) Rotary Turn Tables, Safety Enclosure, and PLC Control
		(1) Lot of Associated Mezzanine, Pumps, Piping, etc
		<b><u>Warehouse</u></b>
347	1	Packaging Machinery Model FP135S Stretch Wrap \$ 4,000 Machine, S/N 8410
348	1	Lot of Pallet Racking, To Include
		(223) 89"W x 44"D x 20'H Pallet Racks, Adjustable, 2- to 3-Tier
		(37) 89"W x 44"D x 20'H Pallet Racks, Adjustable, 4- to 5-Tier
		(7) 144"W x 44"D x 20'H Pallet Racks, Adjustable, 2Tier
349		1-5,000-Lb Platform Scale, with 48" x 48" Platform, and 1,500 Setra Super Count High Resolution Counting Scale
		Total Warehouse
		<b><u>Plant Utilities</u></b>
350	1	Satec 1,000-Liters/Shift Water Treatment System, S/N A1736, (Estimated 1980s), Upgraded In 2007, To Include
		(1) 3,000-Liter Galvanized Steel Raw Water Storage Tank, with Rubber Lining
		(1) 150,000-Liter Galvanized Steel Semi-Treated Water Storage Tank, with Rubber Lining
		(1) BAC Model V1-50-3 Cooling Tower, S/N 72- 4347H, (1972), (Not In Service)
		(2) BAC Model VX1-50-2X Cooling Towers, S/N 92- 4100C and S/N 92- 4108C, (1992), (Not In Service)
		(5) Satec Carbon Filters
		(4) Satec Dealkalizers
		(1) Satec Carbon Filter
		(4) Ametek Polisher Filters

Item	Qty	
		(1) Willand UV Water Treatment Lamp
		(1) Forbes 4,000-Liter Plastic Hydrochloric Acid Storage Tank
		(1) 90,000-Liter Carbon Steel Effluent Tank, with 4,000-Liter Dosing Tank
		(1) 10,000-Liter Fiberglass Salt Tank
		(1) Lot of Associated Pumps, Piping, Motors, Flow Regulators, Valves, etc
351	1	Plant Compressed Air System, To Include
		(1) Atlas Copco Model GA408 8-Bar Rotary Screw Air Compressor, S/N ARP 726849, (Estimated 1980s), 74,521 Hours Indicated
		(1) Atlas Copco Model GA30 10-Bar Rotary Screw Air Compressor, S/N ARP 715489, (1989), 71,116 Hours Indicated
		(1) Atlas Copco Model GA55 7 5-Bar Rotary Screw Air Compressor, S/N All 455203, (1995), 100,011 Hours Indicated
		(2) Vertical Air Receiving Tanks
		(1) Hiross Model PGN180 Compressed Air Dryer, S/N 2926090002, (2005)
		(1) Atlas Copco Model GA37 10-Bar Rotary Screw Air Compressor, S/N A11 318817, (1995), 35,646 Hours Indicated
352	1	ACS Cooling Tower
		Total Plant Utilities
		Yard
353	1	Lot of Tanks, To Include
		(2) 26,200-Liter Glucose Stainless Steel Tanks, (1998), Each with Associated Pumps, and Heater, 100°C Maximum Temperature
		(2) 26,200-Liter Grape Juice Stainless Steel Tanks, Cone Bottom Type, Each with Associated Pumps
		(2) 26,200-Liter Glucose Stainless Steel Tanks, Cone Bottom Type, Each with Associated Pumps, and Heaters
		(2) 30,000-Liter Glucose Stainless Steel Tanks, Cone Bottom Type, Each with Associated Pumps, and Heaters
		(2) 34,000-Liter Fiberglass Tanks, Each with Associated Pumps
		(1) 40,000-Liter Sugar Dissolver Stainless Steel Tank, with Associated Mixer, and Aluminum Jacket



Item	Qty	
		(1) 43,000-Liter Sugar Stainless Steel Tank, Cone Bottom Type, with Associated Pumps
		(1) 100,000-Liter Citric Acid Stainless Steel Tank, Cone Bottom Type, with Jacket, and Associated Pumps
		(2) 100,000-Liter Spring Water Stainless Steel Tanks, Cone Bottom Type, with Jacket, and Associated Pumps
		(2) 65,000-Liter Stainless Steel Tanks, Cone Bottom Type, with Associated Pumps, Piping, (Not In Service)
354	1	Pakawaste Model ExtractPak Can Crusher, S/N 15,000 5999PWT1007, (2007), with Pakawaste Bucket Loader, S/N 6000PWT1007, Waste Hopper, Hydraulic Power Unit, Safety Enclosure, and Control
355	1	Manufacturer Unknown 30" x 60" Vertical Baler
		354 1- Pakawaste Model ExtractPak Can Crusher, S/N 15,000 5999PWT1007, (2007), with Pakawaste Bucket Loader, S/N 6000PWT1007, Waste Hopper, Hydraulic Power Unit, Safety Enclosure, and Control
		Tota Yard
		Throughout Plant
356	1	Lot of WQC Laboratory Equipment, To Include
		(1) Corning Model 965 Carbon Dioxide Analyzer
		(1) AND Model HA-200A Balance
		(1) DR Lange Model LASA 50 Photometer
		(3) Mettler Toledo Model DL50 Titrators
		(2) Hanna Model 211 pH Meters
		(3) Bellingham & Stanley Model RFM 342 Refractometers
		(1) Millipore Model Elx 3 Water Distiller
		(1) Hach Model LT 200 Photometer
		(1) Paar Model DMA48 Density Meter
		(2) Carbo Model QC Carbon Analyzers
		(1) Branson Model 2510 Ultrasonic Water Bath; with Lauda Model Econoline 3 Temperature Controller

Item	Qty	
		(2) Transgenomic Model 3500 HPLC Systems, S/N 1231-184, and S/N 1231-171, Each with Pump, Sampler, Oven, Detector, Interface, and Computer Control
		(1) Younglin Model Acme 9000 RI Detector, (2007), with Vacuum Degasser, and Mixer
		(1) Avery Balance
		(1) Bellingham & Stanley Model RFM 742 Refractometer
		(1) Lot of Laboratory Support Equipment, To Include Worktable, Glassware, Digital Thermometers, Portable Testers, etc
357	1	Lot of Kitchen Equipment, To Include Lot of Kitchen Equipment, To Include Stoves, Deep Fryers, Dish Washers, Coolers, Serving Station, Sink, Warmer, Cooking Utensils, etc
358	1	Lot of Maintenance Equipment, To Include
		(1) Slingsby 25-Ton Shop Press
		(1) Colchester Model Master 2500 14" x 40" Geared-Head Engine Lathe
		(1) Beaver Model VBRP Vertical Milling Machine, S/N 7165/2, with 10" x 52" T-Slot Table, and Machinist Vise
		(1) Ajax Model AJPD25 20" Pedestal Drill, S/N 15912
		(1) Sureweld Model 165 165-Amp Tig Welder, with Portable Cart
		(1) DeWalt Model DW871 L 14" Abrasive Cut-Off Saw
		(1) Murex Model Transtig 200 200-Amp Tig Welder, with Portable Cart
		(2) Linx Model 6800 Coders
359	1	Lot of Factory and Support Equipment, To Include Worktables, Parts Bins, Hand Tools, Fume Extractors, Torch Carts, Double-End Grinders, Portable Carts, Bench Drills, etc
360	1	Lot of Office Furniture and Business Machines, To Include Desks, Chairs, File Cabinets, Conference Room Furniture, etc
		Total Throughout Plant

Item Qty

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Total Appraised Orderly Liquidation Value

Cott Corporation

Cott Beverages Ltd

Knottingly Road (Bondgate)

Pontefract, West Yorkshire, United Kingdom

Cott Beverages Limited  
Citrus Grove, Side Ley  
Kegworth, Derbyshire, United Kingdom

Orderly  
Liquidation  
Value

Effective Date January 16, 2008

Bottling	\$11,873,425
Warehouse	155,000
Laboratory	123,000
Maintenance	25,000
Yard	207,599
Plant Utilities	774,250
Throughout Plant	80,350

Total Appraised Orderly Liquidation Value

Cott Corporation

Cott Beverages Ltd

Citrus Grove, Side Ley

Kegworth, Derbyshire, United Kingdom

**Cott Beverages Limited  
Citrus Grove, Side Ley  
Kegworth, Derbyshire, United Kingdom**

**Machinery & Equipment**

Item	Qty	
<b><u>Bottling</u></b>		
361	1	<p>Bottling Line #2C, (2005), 250mL @ 18,000 Bottles/Hour, \$ 2,750,000 330mL @ 18,000 Bottles/Hour, 400mL @ 18,000 Bottles/Hour, 500mL @ 18,000 Bottles/Hour, and 750mL @ 12,000 Bottles/Hour, To Include</p> <p>(1) Sidel Model SBO 10 Universal Blow Molding Machine, S/N 11043, (2006), 18,000 Bottles/Hour, 10-Mold, with Feed Hopper, with Self Dumping Loader, (2) Inclined Feed Conveyors, Hitema Model ECA 061/CP P PI SID Chiller, S/N S03N52754, (2006), and PLC Control</p> <p>(1) Simonazzi Estimated 6"W x 285'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with (13) Blowers, and PLC Control</p> <p>(1) Arol Model M8931 Cap Feeder, S/N M9318482C, (2005), Stainless Steel, with Loading Hopper, and Estimated 20' Inclined Conveyor</p> <p>(1) Simonazzi Model Stilltronic 40-10K 40-Valve Volumetric Filler, S/N RAT 010, (2005), with Simonazzi Model 80-P113W, 10-Head Capper, S/N LGH200, with (3) Bowl Feeders, Elwatt Model E01 Air Conditioner, S/N 04112A, with Johnson Controls Regulator, and Siemens Model Simatic Panel PLC Control</p> <p>(1) Estimated 3-1/2"W x 75'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections</p> <p>(1) Simonazzi Model MR/GST 4K-IGBT 4-kW Induction Sealer, S/N 5851C 2721104, (2005)</p> <p>(1) Heuft Model Spectrum TX Fill Level Detector, S/N 2RG018441, (2005)</p> <p>(1) Inverter, with Conveyor, and Stainless Steel Frame</p> <p>(1) Corema Model JA/C-75EE Chiller, S/N 30349, (2005)</p> <p>(1) Custom Built Wash Station, with Air Dry Off</p> <p>(1) Krones Model Canmatic 720-12 12-Station Wraparound Labeler, S/N K073-S33, (2005), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Station, with Automatic Reject Station, and PLC Control</p> <p>(1) Estimated 3-1/2"W x 27'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections</p>

Item Qty

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|-----|---|
| (1) | Simonazzi Model Starblend Plus Mixer, S/N SAE 171, (2005), 9,000-Liters/Hour, with Maselli Model UN-22 Diet Analyzer, Estimated 3,000Gallon Capacity Finish Product Storage Tank, DMT Model Burdomat IIK Dosier, Siemens Model Simatic PLC Control, Associated Filters, and Pumps |
| (1) | Reda Model Past 4500-900L Pasteurizer, S/N 2830, (2005), with CIP System, and Siemens Model Simatic PLC Control   |
| (1) | Estimated 16"W x 12'L Diverter Interlocking Plastic Belt Conveyor   |
| (2) | Estimated 14"W x 20'L Diverter Interlocking Plastic Belt Conveyors  |
| (1) | Estimated 14"W x 30'L Interlocking Plastic Belt Conveyor, with 90° Turn Section   |
| (1) | Estimated 20"W x 20'L Interlocking Plastic Belt Conveyor, with 90° Turn Section   |
| (1) | Estimated 3-1/2"W x 75'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections   |
| (1) | Zambelli Model LFT 40 Case Packer, S/N 4355, (2004), with Estimated 20"W x 20'L Interlocking Plastic Belt Conveyor, with Lane Diverter, Overwrap Station, 27"W x 11"H Heat Shrink Tunnel, with Pass Through Conveyor, and Control   |
| (1) | Estimated 24"W x 14'L 90-Degree Power Belt Conveyor   |
| (1) | Estimated 21"W x 15'L Power Roller Conveyor, with Lane Diverter   |
| (2) | Linx Model 6800 Ink Jet Coders, S/N BQ804, and S/N Unknown, (2004), with Shared Power Roller Conveyor   |
| (1) | Estimated 23"W x 10'L Interlocking Plastic Belt Conveyor  |
| (1) | Estimated 13"W x 30'L Interlocking Plastic Belt Conveyor, with 90° Turn Section   |
| (1) | Zambelli Model LFT 25N Compact Case Packer, S/N 4330, (2004), with Estimated 20"W x 15'L Interlocking Plastic Belt Conveyor, with Lane Diverter, Overwrap Station, Nordson Hot Melt Glue Applicator, 27"W x 11"H Shrink Tunnel, and Control                                       |
| (1) | 16"W x 35'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections  |
| (1) | Estimated 20"W x 20'L Power Roller Conveyor   |
| (1) | 20"W x 20'L Interlocking Plastic Belt Conveyor  |
| (1) | Logopak Model 9061 IF Pressure Sensitive Labeler, S/N 2050047, (2005)   |

Item	Qty	
		(1) Estimated 12"W x 30'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections
		(1) Estimated 12"W x 140'L Power Belt Conveyor, with (3) 90° Turn Sections, and (2) Inclined Sections
		(1) Simonazzi Model Kombi Palletizer, S/N IBP6 33, (2004), with 41 "W x 30'L Power Roller Conveyor, Pallet Loading Station, Pneumatic Cardboard Pick and Place Station, Laser Guide System, and PLC Control
		(1) Robopac Model Helix HS30 Orbital Stretch Wrap Machine, S/N 4004100413, (2005), with 41"W x 25'L Power Roller Conveyor
		(1) 48"W x 15'L Chain-Type Pallet Offload Conveyor (1) Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 0003A693, (2000)
		(1) Simonazzi Model Sweep-Off A/Z Depalletizer, S/N I0G123-2077, (2004), with Pneumatic Cardboard Placer, Pallet Offload Station, Interlocking Plastic Belt Lane Diverter, and PLC Control
		(1) Estimated 6"W x 55'L Air Powered Conveyor, with (2) Blowers
		(1) Lot of Associated Mezzanine, Pumps, Motors, etc
362	1	Bottling Line #2A, (1986), 2-Liter @ 10,000 Bottles/Hour 375,000 Capacity, To Include
		(1) Simonazzi Estimated 6"W x 300'L Air Powered Conveyor, with (10) Top-Mounted Blowers
		(1) Procomac Model Gripstar 24-Station Rinser, S/N P2190, (1991), with Interlocking Plastic Belt Conveyor, Orientator, and Control
		(1) Simonazzi Estimated 6"W x 24'L Air Powered Conveyor, with (2) Top-Mounted Blowers
		(1) O & H Model Hansa 120-Valve Volumetric Filler, (1971), Stainless Steel, 16,000 Bottles/Hour Capacity, with Arol 20-Head Capper, with Cap Feeder, Interlocking Plastic Belt Exit Conveyor, and Push-Button Control
		(1) Wilhelm Hormes Stainless Steel Mixer, S/N 854/86, (1986), 6 5 Bar Maximum Pressure, 3,406 Liter Capacity, with (3) Stainless Steel Mixing Tanks, Associated Filters, Pumps, and Motors
		(1) Estimated 16"W x 45'L Interlocking Plastic Belt Conveyor
		(1) 3-1/2"W x 30'L Interlocking Plastic Belt Conveyor, with 36"W x 15'L Diverter

Item	Qty	
	(1)	Krones Model Canmatic 730/10 Wraparound Labeler, (1986), Stainless Steel, 16,000 Bottles/Hour Capacity, with Glue Station, Label Feeder, Bottle Orientator, Interlocking Plastic Belt Infeed and Exit Conveyors, and Control
	(1)	Estimated 16"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	Estimated 16"W x 8'L Interlocking Plastic Belt Conveyor
	(1)	Estimated 16"W x 10'L Interlocking Plastic Belt Conveyor
	(1)	Estimated 15"W x 35'L Interlocking Plastic Belt Conveyor
	(1)	Zambelli Model LFT 50 Case Packer, (1986), with Estimated 20"W x 10'L Interlocking Plastic Belt Conveyor, with Lane Diverter, Overwrap Station, 26"W x 12"H Shrink Tunnel, and Control
	(1)	Logopak Model 9061IF400 Pressure Sensitive Labeler, S/N 2030182, (2003), with Interlocking Plastic Belt Conveyor, and (2) 90° Power Belt Conveyors
	(1)	BPE Estimated 20"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	Twinpak Inc Model MDEL Handle Applicator, S/N 189-95, (1995), with Interlocking Plastic Belt Conveyor, and Control
	(1)	Estimated 12"W x 20'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
	(1)	Steinle Model Unipal Palletizer, S/N 1614210, (1987), with Infeed Conveyor, Stacker, Pallet Loader, Pneumatic Cardboard Placer, and Control
	(1)	Haloila Model Octopus 1800S Orbital Stretch Wrap Machine, S/N 955856-001, (1995), with Chain-Type Conveyor, and PLC Control
	(1)	Prestek Model Sympak Pressure Sensitive Labeler
	(1)	Maillis Model PR202 Stretch Wrap Machine
	(1)	Estimated 16"W x 230'L Interlocking Plastic Belt Conveyor, with (4) Lane Diverters, and (5) 90° Turn Sections
	(1)	Berchi Model Genius PP/6 Palletizer, S/N 0504BF3537/00, (2000), with Interlocking Plastic Belt Infeed Conveyor, with (3) Lane Diverters, Pallet Feed Station, Pneumatic Cardboard Placer, Powered Roller Conveyor, Chain-Type Conveyor, and PLC Control
	(1)	Berchi Model Avvolgitrice 8PF/A Orbital Stretch Wrap Machine, S/N 0504BT3538/00, (2000), with Powered Roller Conveyor, Chain-Type Conveyor, and PLC Control

Item	Qty	
		(1) Lot of Associated Mezzanine, Pumps, Motors, etc
363	1	Lot of Phase II Syrup Room Tanks, To Include
		(4) Wilhelm Hormes 4,000-Liter Stainless Steel Tanks, (1986), Each with Top-Mounted Electric Mixer, and Associated Pump
		(2) Kells 5,000-Liter Stainless Steel Tanks, (1995), Each with Lightning Top-Mounted Electric Mixer
		(1) 2,000-Liter Stainless Steel Tank, with Bottom Mounted Electric Mixer, and Associated Pumps
		(1) 500-Liter Stainless Steel Tank, with Bottom Mounted Electric Mixer, and Associated Pumps
		(1) Marco 6-kg Batch Scale, Stainless Steel
		(1) Lot of Associated Batch Controls, Pumps, Motors, and Mezzanine
364	1	Lot of Phase III Syrup Room Equipment, To Include
		(2) 5,500-Liter Stainless Steel Tanks, Each with Top-Mounted Electric Mixer, and Associated Pumps
		(4) 3,000-Gallon Stainless Steel Tanks, Each with Top-Mounted Electric Mixer, and Associated Pumps
		(1) 1,600-Liter Stainless Steel Tank
		(1) 2,000-Liter Stainless Steel Tank, with Top Mounted Electric Mixer, and Associated Pumps
		(2) 5,000-Liter Stainless Steel Tanks, Each with Top-Mounted Electric Mixer, and Associated Pumps
		(1) Marco Model Data Master Batch Scale, Stainless Steel
		(1) Lot of Associated Pumps, Filters, Batch Controllers, Flow Regulators, etc
365	1	Lot of Phase IV Syrup Room Equipment, To Include
		(10) 3,000-Liter Stainless Steel Tanks, Each with Bottom-Mounted Mixer, Associated Pumps, and Motors
		(1) PSL CIP System, S/N P0265, (2000), with (3) Stainless Steel Storage Tanks, (2) Alfa Laval Heat Exchangers, Siemens PLC Controls, and Associated Pumps
		(2) Marco Model Datamaster Batch Scales



Item	Qty	
		(6) 2,000-Liter Stainless Steel Tanks, Each with Bottom-Mounted Electric Mixer, and Associated Pumps
		(4) Musk 8,000-Gallon Stainless Steel Tanks, (1994), Each with Bottom-Mounted Electric Mixer, and Associated Pumps
		(1) Rexroth Model Gravimol Maassmol S5/LS2000 Weigh Scale, (1994), with Meyers Flowmeters, and Associated Pumps
		(1) Estimated 10,000-Liter Stainless Steel Tank, Asset #F9, with Associated Pumps
		(1) Lot of Associated Flowmeters, Motors, Batch Controllers, etc
366	1	Bottling Line #4A, (1994), 250mL @ 36,000 Bottles/Hour, 330mL @ 36,000 Bottles/Hour, 500mL @ 36,000 Bottles/Hour, To Include
		(1) Posimat Model 37 Bottle Unscrambler, S/N OC10628, (2003), Posi Switch Type, Stainless Steel, 0 25 Liter, 0 33 Liter, 0 52 Liter Format Types, (39) Bottle Feed Positions, with Estimated 6"W x 20'L Belt Takeoff Conveyor, Lodematic Box Tilter, 18"W x 15'L Inclined Drag Conveyor, and Hitech Control
		(1) NTS Estimated 6"W x 45'L Air Powered Conveyor, S/N 10035328, (2003), with TopMounted Blower
		(1) NTS Estimated 6"W x 45'L Air Powered Conveyor, S/N 40040356, (2005), with 90° Turn Position, and Top Mounted Blower
		(1) Lodematic Model TROP19 300-kg Box Tilter, S/N 9823993, Asset #SB024
		(1) Sidel 210-kg Drag Conveyor, 8"W x 20'L, Inclined, with Dump Hopper
		(1) Sidel Estimated 6"W x 25'L Air Powered Conveyor
		(1) Sidel Model SBO 20 U Blow Molding Machine, S/N 6003, (2005), 36,000 Bottles/Hour, 20-Mold
		(1) NTS Estimated 6"W x 30'L Air Powered Conveyor, S/N 40040356, (2005)
		(1) NTS Estimated 6"W x 275'L Air Powered Conveyor, with 90° Turn Section, and TopMounted Blowers
		(1) All-Fill 96-Valve Filler, Asset #FIL/505, (1993), Stainless Steel, with Stainless Steel Enclosure, and All-Fill CNC Control

Item	Qty	
	(1)	All-Fill Mixer, S/N 930088 2, (1993), 25,000 Liters/Hour, Stainless Steel, with (2) 1,330-Liter Horizontal Stainless Steel Holding Tanks, 1,330Liter Vertical Stainless Steel Holding Tank, Estimated 250-Liter Vertical Stainless Steel Holding Tank, Associated Filters, Metering Pumps, and Control
	(1)	All-Fill Rinser, (1993)
	(1)	Zalkin 18-Head Capper, S/N 4253, (1994), with Andre Model EC Cap Feeder, S/N FC13, (1993) (1) Mapex, Inc Model MLG Fill Level Detector
	(1)	Heuft Model V000272 Fill Level Detector, (1993)
	(1)	2"W x 15'L Interlocking Plastic Belt Conveyor
	(1)	20"W x 20'L Interlocking Plastic Belt Conveyor
	(1)	42"W x 7'L Diverter-Type Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	20"W x 15'L Interlocking Plastic Belt Conveyor
	(1)	Diverter-Type Interlocking Plastic Belt Conveyor, with 900 Turn Section, 20" x 5' Straight Position, Second Diverter Position, 16" x 5', 90° Turn Section, 42" x 20'L Double Diverter Position, and 2" x 25' Interlocking Plastic Belt Infeed Conveyor Section
	(1)	Linx Model 6800 Ink Jet Coder
	(1)	Krones Model Canmatic Wraparound Labeler, S/N 073-DK8, (1993), with (20) Labeling Positions, and Krones Model LabelJet Control
	(1)	Estimated 42"W x 50'L Interlocking Plastic Belt Conveyor, with (3) Crossover Positions, (2) 90° Turn Sections, and Motor Drive
	(1)	26-1/2"W x 20'L Interlocking Plastic Belt Conveyor
	(1)	Zambelli Model LFT 60 Case Packer, S/N 4327, (2004), with IPC Model Magelis CNC Control
	(1)	Zambelli Shrink Tunnel, 11" x 28" Parts Opening, with 31 "W Flow Through Conveyor Belt, and (2) Overhead Exhaust Positions
	(1)	Zambelli 42"W x Estimated 10'L Interlocking Plastic Belt Conveyor, S/N 1730
	(1)	Zambelli 9"W x 10'L Inclined Interlocking Plastic Belt Conveyor, S/N 1730
	(1)	9"W x Estimated 25'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections, and Lift Gate

Item	Qty	
		(2) Linx Model 2LDX 6000 Series Ink Jet Coders
		(1) 15"W x 20'L Interlocking Plastic Belt Conveyor, with 180° Turn Section, and Electric Motor Drive
		(1) 15"W x 20'L Interlocking Plastic Belt Conveyor, with Overhead Divider Position
		(1) 26"W x 20'L Roller Belt Conveyor, with Associated Motor Drive
		(1) 60"W x 25'L Interlocking Roller Top Conveyor, with (2) 90° Turn Position, Overhead Divider Position, and Associated Motor Drive
		(1) Estimated 26"W x 35'L Interlocking Plastic Belt Conveyor, with (3) Diverter Position, (2) 26"W x 5'L Straight Positions, and Associated Motor Drive
		(1) 26"W x 15'L Interlocking Plastic Belt Conveyor, with Overhead Sorting Table, and Electric Motor Drive
		(1) Zambelli Model LFT30V Case Packer, S/N 1194, with 26" x 5' Infeed Conveyor, Nordson Hot Melt Glue Applicator, 2-Chain Drag Conveyor, and 24" x 24" Outfeed Belt Conveyor
		(1) Zambelli Model M1/S Shrink Tunnel, S/N 11, 17" x 29" Parts Opening, with 30" Flow Through Belt Conveyor, (2) Overhead Exhaust Pull-Down Units, and 32" x 5' Powered Roller Outfeed Conveyor
		(1) 16"W x 20"L Power Belt Conveyor
		(1) 16"W x 10'L Power Belt Conveyor, Inclined, with Electric Motor Drive
		(1) 16" x 30'L Power Belt Conveyor, with 180° Turn Position
		(1) 16"W x 5'L Power Roller Conveyor, with 90° Turn, and Electric Motor Drive
		(1) 16" x 10' Power Roller Conveyor, Inclined, with Electric Motor Drive
		(1) Estimated 16"W x 250'L Power Roller Conveyor, with (2) 90° Turn Positions
367	1	Bottling Line #4B, (1994), 2-Liter @ 26,000 Bottles/Hour, 1,750,000 To Include
		(1) Lodematic Model WR OPL19 300-kg Box Tilter, S/N 9805393, Asset #SBO 10, (1998)
		(1) Estimated 16"W x 10'L Drag Conveyor, Inclined, with Hopper
		(1) Anduze Estimated 10'L Conveyor, S/N 5033, (1993)

Item	Qty	
	(1)	Sidel Model SBO 10/10 Blow Molding Machine, S/N 207, (1993), 18,000 Bottles/Hour, 10-Mold, with Chiller, and Model ES16 Control
	(1)	Estimated 6"W x 135'L Air Powered Conveyor, with (3) Top-Mounted Blowers
	(1)	Lodematic Model TR OP19 300-kg Box Tilter, S/N 98271193, Asset #SBO 16
	(1)	Ardi Model XMRP Parts Elevator, S/N 522, (1993)
	(1)	Sidel Model SB016 FOUR Blow Molding Machine, S/N 50, (1993), 28,800 Bottles/Hour, 16-Mold, with Chiller, and Control
	(1)	6"W x Estimated 150'L Air Powered Conveyor, with (3) Top-Mounted Blowers
	(1)	Indexer
	(1)	Estimated 6"W x 300'L Air Powered Conveyor, with (8) Top-Mounted Blowers
	(1)	All-Fill Model ALSIM 140-Valve Filler, Asset #FIL/506, (1993); Stainless Steel, 60,000 Liters/Hour, with Asfill CNC Control
	(1)	All-Fill Rinser
	(1)	Zalkin 20-Head Capper, with Andre Model EC Cap Feeder, S/N 1369, (1993)
	(1)	All-Fill Model Modumix 50 Mixer, Asset #CAR/506, 60,000 Liters/Hour, with (2) 2,240Liter Capacity Horizontal Stainless Steel Tanks, 2,240-Liter Capacity Stainless Steel Vertical Tank, and PCS Control
	(2)	Amazon Model 622440JB60C1 EE Filters, (2005)
	(1)	Heuft Model Spectrum Fill Level Detector
	(1)	6"W x 30'L Interlocking Plastic Belt Conveyor
	(1)	48"W x Estimated 150'L Interlocking Plastic Belt Conveyor, with (6) Crossover Sections, and Estimated 24" x 10' Straight Sections
	(1)	Krones Model Canmatic Wraparound Labeler, S/N K072-027, Asset #LAB/506, (1994), Stainless Steel; with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection, with Reject Station, and PLC Control
	(1)	Linx Model 6800 Ink Jet Coder, with Print Head

Item	Qty
	(1) 8"W x Estimated 50'L Interlocking Plastic Belt Conveyor, with 90° Turn Section, and Associated Electric Motor Drive
	(1) 42"W x 150'L Interlocking Plastic Belt Conveyor, with 180° Turn Section, (3) 90° Turn Sections, and Associated Motor Drives
	(1) Zambelli Model LFT60N Case Packer, S/N 1202, with Dual Overhead Sorting Positions, Overwrapping Position, 24" x 10' Power Belt Conveyor, and Controls
	(1) Zambelli Model M2/S Shrink Tunnel, S/N 1205, 19" x 29" Parts Opening, with (2) Overhead Exhaust Blowing Units, and 32"W Pull Through Wire Mesh Conveyor
	(1) 42"W x 5'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1) 24"W x 15'L Power Roller Conveyor, 180° Angle Type, with Motor Drive
	(1) 12"W x Estimated 20'L Power Belt Conveyor
	(1) Estimated 12"W x 45'L Power Belt Conveyor
	(1) Estimated 16"W x 250'L Power Belt Conveyor
	(1) Estimated 16"W x 0 5'L Power Belt Conveyor, Inclined
	(2) Logopak Model 906 11 B90 Pressure Sensitive Labelers, S/N 204 0074, (2004), and S/N 204 0073
	(1) 60"W x 3'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1) 16"W x 5'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1) 16"W x 3'L Power Roller Conveyor, with Electric Motor Drive
	(1) 60"W x 3'L Power Belt Conveyor, with Electric Motor Drive
	(1) Kettner Model LV POST30 49 60"W x 72"L Diverter, S/N 93/9018/089, (1993), with Electric Motor Drive
	(1) 60"W x 60"L Power Roller Conveyor
	(1) 60"W x 15'L Roller Belt Conveyor, with (3) Overhead Diverting Lanes
	(1) 60"W x 10'L Roller Belt Conveyor, with (3) Overhead Diverting Lanes
	(1) Power Belt Conveyor, 3-Position, Each Position 8"W x 7'L, with Electric Motor Drive

Item	Qty	
		(1) Kettner Palletizer, S/N 93433014, (1993), with 48"W x 30'L 3-Strand Chain Conveyor
		(1) Haloila Model OCT01800S Orbital-Type Stretch Wrap Machine, S/N 5788, (1993)
		(1) Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 06C3D4751, (2006)
		(1) 42"W x 10'L 2-Strand Chain Conveyor
		(1) Kettner Depalletizer, with 48" x 30' 3-Strand Chain Conveyor
		(1) 2-Strand Chain Conveyor
		(1) Kettner Palletizer, with Robotic Pick & Place Arms, Estimated 25' Lift, and 48" x 25' 3-Strand Chain Conveyor
		(1) Haloila Model OCT01800S Orbital-Type Stretch Wrap Machine, S/N 5789, (1993)
		(1) Markem Pressure Sensitive Labeler
		(1) 2-Strand Chain Conveyor
		(1) Estimated 48"W x 35'L Power Roller Conveyor, with Electric Motor Drives
368	1	Bottling Line #4D, 2-Liter @ 18,000 Bottles/Hour, To Include
		(1) Lodematic 300-kg Box Tilter
		(1) Sidel Elevator, Estimated 15'H, with Dump Hopper
		(1) Sidel Model SBO16 FOUR Blow Molding Machine, S/N 46, (1993), 16-Mold, with Chiller, and PLC Control
		(1) Estimated 6"W x 250'L Air Powered Conveyor, with (5) Top-Mounted Blowers
		(1) Procomac Model M0547/048 48-Position Bottle Rinser, S/N IR 48 123, (1998)
		(1) All-Fill Model Rotary Fill 48-80-11 80-Valve Filler, S/N 20011, (1998)
		(1) Arol Model PK10 10-Head Capper, S/N 5667, (1998), with Andre Model EC Cap Feeder, S/N 1368, (1993)
		(1) 4"W x 30'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
		(1) Heuft Model Basic Fill Level Detector

Item	Qty	
	(1)	Estimated 24"W x 125'L Interlocking Plastic Belt Conveyor, with (5) 42"W Diverter Sections, and Associated Motor Drive
	(1)	Central Bottling International Model Volumix Mixer, S/N 13912, (2000), 32,000 Liters/Hour, with Associated Metering Pumps
	(1)	Central Bottling International Pasteurizer
	(2)	Estimated 5,000-Gallon Stainless Steel Tanks, Each with Grieves Agitator, Leg Mounted
	(1)	Estimated 4"W x 35'L Interlocking Plastic Belt Conveyor
	(1)	Krones Model Canmatic Wraparound Labeler, Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection, with Automatic Reject Station; and PLC Control
	(1)	4"W x 30'L Interlocking Plastic Belt Conveyor
	(1)	Linx Model 6000 Series Ink Jet Coder
	(1)	Estimated 50'L Interlocking Plastic Belt Conveyor, with 24"W Diverter, 16"W Straightways, (3) Diverter Positions, and Associated Motor Drive
	(1)	12"W x 25'L Interlocking Plastic Belt Conveyor, with (2) 36"W x 5' Diverter Stations, and Assorted Electric Motor Drives
	(1)	3"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	12"W x Estimated 25'L Interlocking Plastic Belt Conveyor, with 36" x 10'L Diverter Position
	(1)	Twinnpak Inc Model MFE 130 Packaging Machine, S/N 307S96, (1996)
	(1)	4"W x 7'L Interlocking Plastic Belt Conveyor, with Electric Drive
	(1)	4-1/2"W x Estimated 125'L Interlocking Plastic Belt Conveyor
	(1)	12"W x 12'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
	(1)	40"W x 7'L Diverter-Type Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	14"W x 20'L Interlocking Plastic Belt Conveyor, with 90° Turn Section, and Diverter Position
	(1)	3"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	Twinnpak Inc Model MFE130 Packaging Machine, S/N 306-96, (1996)

Item	Qty	
	(1)	4-1/2"W x Estimated 125'L Interlocking Plastic Belt Conveyor, with Associated Motor Drive
	(1)	Kensol Divider
	(1)	48"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	Kensol Interlocking Plastic Belt Conveyor, with 42"W x 10'L Diverter Section, Estimated 12"W Straight Positions, and 180° Turn Section
	(1)	12"W x Estimated 225'L Interlocking Plastic Belt Conveyor, with (4) 90° Turn Sections, and (3) Diverter Table Sections
	(1)	18"W x Estimated 150'L Interlocking Plastic Belt Conveyor, with Fixed Diverter Positions
	(1)	Estimated 16"W x 75'L Interlocking Plastic Belt Conveyor, with (2) Diverter Positions
	(1)	Berchi Palletizer, with (4) Pick and Place Arms, Pallet Stacking Area, Bottle Unload Position, Tray Unloading and Loading Sections, 48" x 20' Power Roller Conveyor, and Turnstile, with Roller Conveyor Top
	(1)	ITW Mima Model Octopus 1600 BFTS Orbital Type Stretch Wrap Machine, S/N 304439-001, (2000), with 48" x 20' Power Roller Conveyor
	(1)	Estimated 48" x 20' 4-Chain Chain Conveyor
	(1)	Officina Meccanica Sestese Model CS Banding Machine, S/N 14745, (2004)
	(1)	Markem Model Cimpak 300 Pressure Sensitive Labeler
	(1)	Officina Freddi Model FCFOVO2/0 Case Former, S/N EC950008, (1995)
	(1)	Destacker, with Overarm Pick-Off Position, and 48" x 10' Power Roller Conveyor
369	1	Schleicher Model 6S Baler, S/N 606 15 2384 E
370	1	Greenville Cleaner
371	10	Pallet Racks, 2 and 3-Tier, Adjustable, 8"W x 15'H x 44"D Each Value \$75
372	1	Bottling Line #3B, (1990), 1-Liter @ 18,000 Bottles/Hour, 1-1/2-Liter @ 12,000 Bottles/Hour, To Include
	(1)	Lodematic Model T-R OPLO19 300-kg Box Tilter, S/N 10035798
	(1)	Sidel Elevator, Estimated 20'H, with Side[ Model XMRP Drag Conveyor, S/N 697, (1996), and Dump Hopper



Item	Qty
(1)	Sidel Model SBO16/16 ARMOIRE Blow Molding Machine, S/N 181, (1996), 28,800 Bottles/Hour, 16-Mold, with Controls
(1)	NTS Estimated 6"W x 250'L Air Powered Conveyor, with (2) Top-Mounted Blowers
(1)	Simonazzi Model Star Light 64-8 RBC118 64- Valve Filler, (1989)
(1)	Rinser
(1)	Zalkin Model CA5 8-Head Capper, (1998)
(1)	Simonazzi Model Predosix DS5 Mixer, S/N 518, Asset #CAR/504, (1989), 36,000 Liters/Hour
(1)	Heuft Model Spectrum Fill Level Detector
(1)	3"W x 20'L Interlocking Plastic Belt Conveyor
(1)	16"W x Estimated 100'L Interlocking Plastic Belt Conveyor, with (5) Diverter Positions, Automatic Pick-Off, and Electric Motor Drives
(1)	Technopak 72"W x 10'L Accumulation Table
(1)	3"W x 30'L Interlocking Plastic Belt Conveyor
(1)	Kosme Model 20TS1 E1+S1 E2 Wraparound Labeler
(1)	3"W x Estimated 45'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections, and Associated Motor Drives
(1)	Linx Model 6800 Ink Jet Coder
(1)	40"W x Estimated 85'L Interlocking Plastic Belt Conveyor, with 180° Turn Section, and (2) Divider Positions
(1)	Zambelli Model LFT50 Case Packer, S/N 4005, with PLC Control, 24"W x 15'L Infeed Conveyor, Overhead Assorted Aisles, and Overwrapping Position
(1)	Zambelli Model M3S Shrink Tunnel, S/N 949, 14" x 29" Parts Opening, with 32" Pull Through Chain Conveyor
(1)	15"W x Estimated 25'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
(1)	Logopak Model 906 II B90 Pressure Sensitive Labeler, S/N 204 0320, (2004)
(1)	15"W x 10'L Roller Belt Conveyor, with Electric Motor Drive
(1)	15"W x 12'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive

Item	Qty	
		(1) 15"W x 15'L Roller Belt Conveyor, with Electric Motor Drive
		(1) 24"W x 5'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
		(1) Counter, with 24"W x 4'L Belt Conveyor
		(1) Diverter, Rubber Slat, 48"W x 5'L
		(2) 8"W x 20'L Interlocking Plastic Belt Conveyors, with 180° Turn Section
		(1) 15"W x 10'L Roller Belt Conveyor (2) 15"W x 4'L Belt Conveyors
		(1) Zecchetti Model PAL30OBCE Palletizer, with 48" x 15' Infeed Conveyor, Pallet Infeed Station, Cardboard Infeed Station, and 3-Lane Chain Conveyor
		(1) Haloila Model Octopus 1800S Orbital-Type Stretch Wrap Machine, S/N 946315-001, (1994)
		(1) Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 06C3D4754, (2006)
373	1	Greenville Cleaning Center
374	9	Pallet Racks, 8W x 12'H x 42"D, 2-Tier 675 Each Value \$75
375	1	Kontrol Kinetiks Baler
376	1	Bottling Line #3A, 330mL @ 18,000 Bottles/Hour, 500mL 1,350,000 @ 18,000 Bottles/Hour, 1-Liter @ 18,000 Bottles/Hour, To Include
		(1) Lodematic Box Tilter
		(1) Sidel Elevator, with 12" x 15' Inclined Drag Conveyor, Dump Hopper, and Air Conveyor
		(1) Sidel Model SBO 10/10 Four Blow Molding Machine, S/N 432, (1995), 18,000 Bottles/Hour, 10-Mold, with Sidel PLC Control
		(1) NTS 6"W x Estimated 50'L Air Powered Conveyor, with 180° Turn Section, and 90° Turn Sections
		(1) Transfer, 2-Lanes to 1-Lane, Air Operated
		(1) Lodematic Model T-R OPL019 300-kg Box Tilter, S/N 10024498
		(1) Anduze Model SB010 Drag Conveyor, S/N XMRP0354, (1991), with Dump Hopper
		(1) Sidel Model SBO 10/10 Four Blow Molding Machine, S/N 153, (1991), 18,000 Bottles/Hour, 10-Mold, with PLC Control

Item	Qty	
	(1)	NTS 6"W x 50' Air Powered Conveyor, with (2) Top-Mounted Blowers
	(1)	NTS Estimated 6"W x 300'L Air Powered Conveyor, with 180° Turn Sections, and (5) TopMounted Blowers
	(1)	Central Bottling International Mixer, 36,000 Liters/Hour, with (3) Estimated 2,500-Liter Stainless Steel Tanks, Associated Process Pumps, and Meters
	(1)	Simonazzi Model Star Light 64-8K/K 64-Valve Filler, S/N RBC105, (1987), with Rinser
	(1)	Zalkin Model T3372 8-Head Capper
	(1)	Heuft Model HBBBASIC2 Fill Level Detector, S/N 950000044, (1995)
	(1)	3"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	18"W x 35'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	20"W x 20'L Interlocking Plastic Belt Conveyor (1) 20"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	Transfer Table, with (10) 3"W x 15'L Interlocking Plastic Belt Conveyors
	(1)	3"W x 3'L Interlocking Plastic Belt Conveyor
	(1)	Kosme Model 20TS1 E1+S1 E2 Wraparound Labeler, S/N 3343, (2001)
	(1)	3"W x 20'L Interlocking Plastic Belt Conveyor, with S-Type Section
	(1)	Linx Model 6800 Ink Jet Coder, with Print Head
	(1)	20"W x 20'L Interlocking Plastic Belt Conveyor
	(1)	Transfer Table, Estimated 60"W x 5'L
	(1)	3"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	Twinpak Inc Model MFE130 Packaging Machine
	(1)	20"W x 20'L Interlocking Plastic Belt Conveyor
	(1)	20"W x 35'L Interlocking Plastic Belt Conveyor, with 900 Turn Section
	(6)	20"W x 25'L Interlocking Plastic Belt Conveyors
	(1)	20"W x 50'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	Doboy Model P2 Conveyor, S/N 850890, (1984) (

Item	Qty	
	(1)	Doboy Model TP 30 Packaging Machine, S/N 85289, (1984)
	(1)	Doboy Model FPE-L1 Case Erector, S/N 851074, (1984)
	(1)	Doboy Model SW84-407 Stretch Wrap Machine, S/N 854011, (1994)
	(1)	Doboy Model ST1-900 Shrink Tunnel, S/N 852484, (1984)
	(1)	20"W x 15'L Interlocking Plastic Belt Conveyor, with 900 Turn Sections, and Electric Motor Drive
	(1)	20"W x Estimated 60'L Power Roller Conveyor, with 2900 Turn Sections
	(2)	20"W x 5'L Interlocking Plastic Belt Conveyors, with Electric Motor Drive
	(1)	Logopak Model 906 11680 Pressure Sensitive Labeler, S/N 204 0071, (2004)
	(1)	20"W x 10'L Power Roller Conveyor, with 450 Turn Section
	(1)	20"W x 15'L Power Belt Conveyor, with Electric Motor Drive
	(1)	Power Roller Conveyor, 25'L, with 90° Turn Section
	(1)	20"W x 10'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
	(1)	Steinle Palletizer, with Overhead Pick and Place Position, Infeed Conveyors, Pallet Unloading Stands, and Exit Conveyor
	(1)	Robopac Model Helix Orbital Stretch Wrap Machine, S/N 32060081
	(1)	48"W x 15'L Chain Conveyor, 3-Lane
	(1)	48" x 15'L Chain Conveyor, 2-Lane
	(1)	Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 06C3D4753, (2006)

#### **Warehouse**

377	1	Pallet Turner, (Estimated 1980s), with Associated Conveyor
378	1	Lot of Pallet Racking, To Include
	(27)	Pallet Racks, 9'W x 20'H x 44"D
	(2)	Pallet Racks, 4'W x 20'H x 44"D
	(3)	Pallet Racks, 1 O'W x 20'H x 44"D
379	1	Automated Warehouse Storage System, To Include

Item	Qty	
		(12) Transfer Cars
		(9) BT Side Loading Lifts
		(-) Racking
		(-) Conveyors
		<b><u>Laboratory</u></b>
380	1	Lot of Bottling Line #2C Laboratory Equipment, To Include
		(1) Bellingham & Stanley Model RFM 340 Refractometer
		(1) Ohaus Model Explorer Scale
		(1) Mettler Toledo Model DL 50 Titrator, S/N 3131575-05, (2005)
		(1) Mecmesin Model Orbis Torque Tester
		(2) Ohaus Model Navigator Scales
		(1) Lot of Support Equipment, To Include Water Cooler, Refrigerator, Dispenser, Digital Thermometers, Worktables, etc
381	1	Lot of R & D Laboratory Equipment, To Include
		(1) Coventry Manufacturing Co , Inc Model LAC- 3015 Counting Scale
		(2) Ohaus Model Adventurer Pro Balances
		(1) Mettler Toledo Model DL50 Titrator
		(1) Mettler Toledo Model DE40 Density Meter
		(1) Zeiss Microscope
		(1) Pickstone Lab Oven
		(1) Silverson Model L4R Mixer
		(1) VeriVide Model CAC 60 Light Box
		(1) Camlab Automatic Osmometer
		(1) Mettler Toledo Model AB204 Balance
		(1) Ohaus Model Adventurer Balance
		(1) Millipore Model MSP000873 Water Distiller, S/N F7AM26740
		(1) Priorclave Autoclave

Item	Qty	
		(1) Lot of Miscellaneous Laboratory Equipment, To Include Hot Plates, Stirrers, Glassware, Test Stands, Microwaves, Worktables, etc
382	1	Lot of QA Lab Equipment, To Include
		(1) Hitachi Model L-7400 UV Detector
		(1) Ohaus Model Scout Pro 200-g Balance
		(3) Mettler Toledo Model DL50 Titrators
		(1) Bellingham & Stanley Model RFM340 Refractometer, with Econoline Temperature Controller
		(1) Inolab pH Meter
		(1) Mettler Toledo Model AE200 Balance
		(1) Millipore Model Elix 3 Water Distiller
		(1) Hitachi HPLC System, To Include
		(1) Hitachi Organizer
		(1) Wave Nucleic Acid Fragment Analysis System
		(1) Hitachi Model L-7250 Programmable Automatic Sampler
		(1) Hitachi Model L-7100 Pump
		(1) Compaq Computer Control
		(1) Transgenomic Model 3500 HPLC System, (2000), To Include
		(1) Transgenomic Model Wave Nucleic Acid Fragment Analysis System
		(1) Transgenomic Programmable Automatic Sampler
		(1) Transgenomic Pump
		(1) Younglin Instrument Model Acme 9000 RI Detector
		(1) Younglin Instrument Model Acme 9000 Vacuum Degasser
		(1) Dell Computer Control
		(1) Transgenomic Model 3500 HPLC System, To Include
		(1) Transgenomic Model Wave Nucleic Acid Fragment Analysis System
		(1) Hitachi Model D-7000 Interface

Item	Qty	
		(1) Transgenomic Automatic Sampler
		(1) Transgenomic Automatic Sampler
		(1) Transgenomic Pump
		(1) Dell Computer Control
	(2)	Express Industries Portable Autoclaves
	(1)	Lot of Laboratory Support Equipment, To Include Scales, Stirrers, Hot Plate, Mixers, Glassware, Refrigerators, Worktables, Torque Testers, Carts, Flammable Storage Cabinets, etc
383	1	Lot of Area #4 Storage Laboratory Equipment, To Include
		(1) Bellingham & Stanley Model RFM 340 Refractometer
		(1) Mettler Toledo Model VL50 Titrator
		(1) Sartorius Model FCS6CCE-S Scale
		(1) VWR Ultrasonic Cleaner
384	1	Lot of Line #4D Laboratory Equipment, To Include
		(1) VWR Ultrasonic Cleaner
		(1) Mettler Model PL4800 Balance
		(1) Mettler Toledo Model PL50 Titrator
		(1) Bellingham & Stanley Model RFM 340 Refractometer
385	1	Phase #3 Lab Equipment, To Include
		(1) Mettler Toledo Model DL50 Titrator
		(1) Bellingham & Stanley Model RFM 340 Refractometer
		(1) VWR Model E400S Ultrasonic Cleaner
		<b><u>Maintenance</u></b>
386	1	Lot of Phase II Maintenance Equipment, To Include
		(1) SIP Model Triple Weld Arc Welder, with Fume Illuminator, and Welding Table
		(1) Clarke 15-Ton Shop Press
		(1) Widdowsons 14" x 40" Geared-Head Engine Lathe, S/N 158151

Item	Qty	
		(1) AJH 12" Double-End Grinder, 3 hp
		(1) Pennine Model PD625-64 15" Pedestal Drill, S/N 63841
		(1) Widmek Model W-50B 26" Pedestal Drill, S/N 161
		(1) Linx Model 6800 Ink Jet Coder
		(1) Lot of Miscellaneous Laboratory Equipment, To Include Hand Tools, Worktables, Double-End Grinders, Flammable Storage Cabinets, Chain Hoists, Shop Lights, Push Carts, etc
387	1	Lot of Phase II Maintenance Equipment, To Include
		(1) RJA 12" Double-End Grinder
		(1) TOS Model SN50B 22" x 60" Geared-Head Engine Lathe, S/N 050150860415, 2" Hole Through Spindle, and Push-Button Control
		(1) 15-Ton Shop Press
		(1) Adcock-Shipley Vertical Milling Machine, 1 hp, with 9" x 42" Power Feed Table, Machinist Vise, and Bridgeport J Series Milling Head
		(1) Ajax Model AJPM16 16" Pedestal Drill, S/N 0791
		(1) Herbert 20" Floor-Type Drill
		(1) George Fischer Model RA4 Pipe Threader, S/N
		(1) Clarke Model SB30 34"W x 22"D x 15"H 2-Glove Blast Cabinet, S/N 7640115, (2005)
		(1) Thermodyne Model 160TE Arc Welder, with Welding Table
		(1) DeWalt Model DW75 Abrasive Cut-Off Saw, S/N 0343
		(1) Thermodynamics Model Pak Master Plasma Cutter
		(1) BOC Model Transarc AC450 Arc Welder
		(1) Esab Model LAG400 Arc Welder, with Esab Wire Feed
		(1) Nederman Portable Fume Eliminator, S/N 663, (2001)
		(1) Rapidor 12" Hack Saw
		(1) Lot of Associated Maintenance Equipment, To Include Workbenches, Torch Carts, Ladders, Hand Tools, Hand Shears, Shelving, etc
		<b><u>Yard</u></b>
388	2	50,000-Liter Stainless Steel Tanks, Water Storage, Insulated Each Value \$20,000



Item	Qty	
389	1	30,000-Liter Citric Acid Storage Stainless Steel Tank, with Associated Pumps
390	1	30,000-Liter Glucose Stainless Steel Tank, with Water Heaters, and Associated Pumps
391	2-	60,000-Liter Stainless Steel Tanks, Water Storage Each Value \$20,000
392	2-	37,500-Liter Sugar Stainless Steel Tanks, Cone Bottom, Each with Associated Pumps Each Value \$18,000
393	1	37,500-Liter Citric Acid Stainless Steel Tank, with Associated Pumps
394	1	Revolution Plastic Bottom Crusher, with Tail Lifts Loader, and PLC Control
395	2-	14,000-Liter Diesel Carbon Steel Tanks, Double Walled, Each with Enclosure, and Shared Diesel Pump Each Value \$3,000
396	2-	300,000-Liter Affluent Storage Carbon Steel Tanks Each Value \$15,000
397	1	Hanovia Model PMD2000/1/6N DX Ultraviolet Water Purifier, S/N 040204, (2004)

#### Plant Utilities

398	1	Denco Model M5A Refrigerated Air Dryer, S/N UP1900, (1986)
399	13-	Vertical Air Receiving Tanks, Each with Associated Filter Each Value \$500
400	1	Domnick Hunter Model Pole Star Compressed Air Dryer
401	2-	ASC Cooling Towers Each Value \$3,500
402	1	Atlas Copco Model GA45 Plus 105-psi Rotary Screw Air Compressor, S/N AP1508016, (2006), 60 hp, 10,289 Hours Indicated
403	1	Atlas Copco Model ZD280OVSD 42-Bar Rotary Screw Air Compressor, S/N CRP005223, (2006), 9,042 Hours Indicated
404	1	Atlas Copco Model ZR315VSDF 10 40-Bar Rotary Screw Air Compressor, S/N AIF 112318, (2006), 9,038 Hours Indicated, Variable Pressure, with 3,200-Amp Power Distribution Panel, ABB Model SACE E3 3,200-Amp Breaker, and (2) ABB SACE 81 1,600-Amp Breakers
405	1	Atlas Copco Model ZD2750 42-Bar Rotary Screw Air Compressor, S/N CRP005908, (2006)
406	1	Atlas Copco Model ZR275FF 7 50-Bar Rotary Screw Air Compressor, S/N AIF 118211, (2007), Estimated 3,900 Hours
407	1	Atlas Copco Model ZD2750 42-Bar Rotary Screw Air Compressor, S/N CRP5907, (2006), 3,974 Hours Indicated

Item	Qty	
408	1	Atlas Copco Model ZR275FF 7 50-Bar Rotary Screw Air Compressor, S/N AIF 119020, (2007), 4,819 Hours Indicated
409	1	Atlas Copco Model GA45 7 5-Bar Rotary Screw Air Compressor, S/N A11 310847, (1993), 45 hp, 74,908 Hours Indicated
410	1	ACS 3-Zone Cooling Tower
411	2	ACS 2-Zone Cooling Towers Each Value \$2,500
412	1	ACS 1-Zone Cooling Tower
413	1	Belliss & Morcom Model 129H3N Piston-Type Air Compressor, S/N K1/88614, with 300-kW Motors, and Denco Compressed Air Dryer
414	1	Belliss & Morcom Model VH15H3N Piston-Type Air Compressor, S/N 8401, with 160-kW Motor
415	1	Hross Model PHP200 Compressed Air Dryer, S/N 2870100001
416	1	Atlas Copco Model GA37 7 5-Bar Rotary Screw Air Compressor, S/N AII 386986, (2004)
417	1	Atlas Copco Model GA37 7 5-Bar Rotary Screw Air Compressor, S/N ARP714238, (1988), 148,667 Hours Indicated, with Atlas Copco Model FD237 Compressed Air Dryer
418	1	ROS Reverse Osmosis Water Treatment System, (1991), with (2) Estimated 5,000-Liter Stainless Steel Water Storage Tanks, (6) 37-kW Pumps, PLC Control, and Associated Pumps, Piping, (3) 22-kW Pumps, etc , (Not In Service)
419	1	Water Filtration System, To Include <ul style="list-style-type: none"> <li>(3) Carbon Filters</li> <li>(4) Amazon Model 611540AN40C1 EE 10 Micron Stainless Steel Filters, (2004)</li> <li>(1) Ion Filter</li> <li>(1) Lot of Associated Pumps, Motors, Piping, etc</li> </ul>
420	1	Atlas Copco Model GA110 7 3-Bar Rotary Screw Air Compressor, S/N AIF 084909, (2003), 33,592 Hours Indicated
421	2	NEI Natural Gas Fired Package Boilers, S/N 20/9576, and S/N 20/9575, (1994), Each with 10 4-Bar Maximum Pressure, 1,432-kg/Hour Capacity, Associated Blowers, Booster Pumps, Tanks, and Control Each Value \$7,500
422	1	Miteco Model CONTISOLV 10,000-Liters/Hour Capacity Sugar Dissolution System, To Include

Item	Qty	
		(1) Estimated 2,000-Liter Sugar Dissolution Vessel, with Auger Feed Conveyor
		(1) Miteco Water Heater
		(1) Miteco Clean-In-Place System, with (3) 5,000-Liter Stainless Steel Chemical Storage Tank
		(1) Hanovim Model WS304BM Ultraviolet Water Treatment Unit, S/N 050719
		(1) Siemens PLC Control
		(1) Lot of Associated Pumps, Piping, Filters, etc
423	1	Zeppelin 84-Ton Aluminum Silo, S/N 34080, (2007)
424	1	Estimated 30,000-Liter Glucose Stainless Steel Tank, with Associated Pumps, Motors, etc
<b><u>Throughout Plant</u></b>		
425	1	Nilfisk Model BA/510 S Floor Scrubber
426	1	Lot of Kitchen Equipment, To Include Williams Walk-In Refrigerator, Univex Mixer, (3) Williams Stainless Steel Refrigerators, (2) 6-Burner Ranges, 2-Station Deep Fryer, Dexion Dishwasher, Farcon Steam Oven, Falcon Grill, Falcon Griddle, Falcon Deep Fryer, Falcon Model Series 330 Oven, Falcon 4-Burner Range, Associated Stainless Steel Tables, Sinks, Serving Stations, Utensils, etc
427	1	Lot of Factory and Support Equipment, To Include Refrigerators, Worktables, Pallet Racking, Shelving, File Cabinets, Pallet Jacks, Chemical Storage Tanks, Scaffolding, Stainless Steel Racking, etc
428	1	Lot of Office Furniture and Business Machines, To Include Desks, Chairs, File Cabinets, Conference Room Furniture, etc

Cott Beverages Limited  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom

Effective Date	January 16, 2008	Orderly Liquidation Value
Bottling		\$ 10,005,000
Warehouse		153,000
Yard		204,000

Throughout Plant

157,500

**Total Appraised Orderly Liquidation Value -  
Cott Corporation  
Cott Beverages Ltd.  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom**

**\$ 10,519,500**

Cott Beverages Limited  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom

**Machinery & Equipment**

Item # Qty

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**Bottling**

429	1	Bottling Line #1, (2000), 1-Liter @ 24,000 Bottles/Hour Capacity, To Include
		(1) Sidel Model SBO 18 Blow Molding Machine, S/N 5290, (2002), 27,000 Bottles/Hour, 18-Mold, with Sidel Shot Loading Bin, 12" x 10' Inclined Drag Conveyor, 12" x 20' Inclined Drag Conveyor, Sidel Model DBGM 290 Dump Hopper, (2002), Sidel 12" x 15' Drag Conveyor, Air Operated Shot Loading System, and Sidel CNC Control
		(1) Sidel Model SBO 18 Blow Molding Machine, S/N 5290, (2002), 27,000 Bottles/Hour, 18-Mold, with Sidel Shot Loading Bin, 12" x 10' Inclined Drag Conveyor, 12" x 20' Inclined Drag Conveyor, Sidel Model DBGM 290 Dump Hopper, (2002), Sidel 12" x 15' Drag Conveyor, Air Operated Shot Loading System, and Sidel CNC Control
		(1) Estimated 6"W x 75'L Air Operated Conveyor, Stainless Steel Automatic Adjusting, with (8) Overhead Blower Units
		(1) Estimated 6"W x 185'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with (3) Overhead Blower Units
		(1) Estimated 6"W x 115'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with (2) Overhead Blower Units
		(1) Estimated 6"W x 75'L Air Operated Conveyor, Stainless Steel, Automatic, Adjusting, with (3) Overhead Blower Units, and Diverter Position
		(1) Estimated 6"W x 75'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with 180° Turn Position
		(1) Estimated 6"W x 75'L Air Operated Conveyor, with (2) Overhead Blower Units
		(1) All-Fill 90-Valve Filler, S/N M1023 93, (1993), with Andre Model EC Cap Loader, S/N EC942, (1990), and Alfill CNC Control
		(1) Procomac Model Rotoneck 70-Position Rinser, (1993)
		(1) Zalkin Model 15HD 15-Head Capper, S/N 4254 (1) All-Fill Model Modumix Mixer, 40,000 Liters/Hour, Stainless Steel, with (2) Horizontal 2,240-Liter Capacity Storage Tanks, 2,240-Liter Vertical Stainless Steel Storage Tank, Associated Metering Pumps, and Filters

Item # Qty

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- (1) Syrup Delivery System, with Mortz 27,000-Liter Stainless Steel Storage Tank, S/N W2039, (1999), Estimated 15,000-Liter Stainless Steel Storage Tank, Estimated 10,000-Liter Stainless Steel Storage Tank, Filters, Flowmeters, PLC Control, and Associated Process Pumps
  - (1) 3"W x Estimated 25'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
  - (1) Heuft Model Spectrum Fill Level Detector, with Digital Readout
  - (1) Estimated 24"W x 10'L Interlocking Plastic Belt Conveyor, with (2) Overhead Lane Dividers
  - (1) 12"W x 15'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
  - (1) 18"W x 25'L Interlocking Plastic Belt Conveyor (1) 18"W x 20'L Interlocking Plastic Belt Conveyor, 180° Turn Section
  - (1) 12"W x 15'L Interlocking Plastic Belt Conveyor (1) 12"W x 10'L Interlocking Plastic Belt Conveyor
  - (1) 3"W x 20'L Interlocking Plastic Belt Conveyor, with 45° Turn Section
  - (1) Kronos Model 720-15-1 Wraparound Labeler, S/N 745-C99, (2002), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Station, with Automatic Reject Station, and Model CTS10 PLC Control
  - (1) 3"W x Estimated 45'L Interlocking Plastic Belt Conveyor
  - (2) Linx Model 2LDX 6000 Series Ink Jet Coders
  - (1) 30"W x 45'L Interlocking Plastic Belt Conveyor
  - (1) 48"W x Estimated 60'L Interlocking Plastic Belt Conveyor
  - (1) 12"W x 15'L Interlocking Plastic Belt Conveyor
  - (1) 16"W x 25'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
  - (1) Ocme Model Vega S/68 Packaging Machine, S/N 1/225/00, (2000), with Siemens Model Simatic TP27 PLC Control, 30"W x 15'L Intake Interlocking Plastic Belt Conveyor, Lane Divider, Overhead Racking Position, and Ocme Shrink Tunnel, 16" x 28" Parts Opening, with 32"W Wire Mesh Flow Through Conveyor, and Overhead Cooling Fan
  - (1) 24"W x 15'L Power Belt Conveyor, with 180° Turn Section, and Electric Motor Drive
  - (1) 24"W x Estimated 50'L Roller Belt Conveyor, with Electric Motor Drive
  - (1) 24"W x 10'L Power Belt Conveyor, with Electric Motor Drive

Item #	Qty	
	(1)	24"W x 7'L Power Belt Conveyor, with 45° Turn Section
	(1)	24"W x Estimated 25'L Roller Belt Conveyor
	(1)	24"W x 36"L Power Belt Conveyor
	(1)	24"W x 15'L Power Belt Conveyor, with 180° Turn Section
	(1)	24"W x 10'L Power Belt Conveyor
	(1)	Twinpak Inc Model METE Labeler, S/N 10825010, (2001), with Dual Sided Overhead Labeling Positions, (3) Label Infeed Positions, Label Infeed Stand, and Siemens Model TD200 PLC Control
	(1)	30"W x 10'L Roller Belt Conveyor 30"W x 7'L Power Belt Conveyor
	(1)	30"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	Logopak Model 515 B90 Pressure Sensitive Labeler, S/N 207 018, (2007)
	(1)	24"W x Estimated 100'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
	(1)	24"W x Estimated 115'L Power Roller Conveyor 24"W x 36"L Power Belt Conveyor
	(1)	24"W x 7'L Power Belt Conveyor, with 45° Turn Section
	(1)	24"W x Estimated 225'L Power Roller Conveyor 24"W x 25'L Power Belt Conveyor
	(1)	24"W x Estimated 75'L Interlocking Plastic Belt Conveyor
	(1)	24"W x 10'L Interlocking Plastic Belt Conveyor
	(1)	30"W x 7'L Power Belt Conveyor, with 45° Turn Section
	(1)	24"W x 10'L Interlocking Plastic Belt Conveyor
	(1)	24"W x 31 Power Belt Conveyor
	(1)	Estimated 60"W x 10'L Accumulation Table, with Power Roller Conveyor, and Plastic Lane Transfer Slats
	(3)	24"W x 15'L Power Roller Conveyors
	(1)	Berchi Model Genius PTF/A3 Palletizer, S/N 0444BF2821/97, (1997), with Top-Mounted Pick and Place Stacking Position, Infeed Roller Conveyor, Scissor Lift Table, Estimated 48" x 50' Power Roller Takeoff Conveyor, Shared Pallet Infeed System, and 48"W x 50'L 3-Strand Transfer Chain Conveyor

Item #	Qty	
		(1) Robopac Model Helix Top HS40 Orbital Stretch Wrap Machine, S/N 107090300, with 48"W x 20'L 3-Strand Chain Conveyor
430	1	Bottling Line #2, (2000), 500ml @ 19,000 Bottles/Hour 1,750,000 Capacity, 1-Liter @ 19,000 Bottles/Hour Capacity, 2-Liter @ 16,500 Bottles/Hour Capacity, To Include
		(1) Sidel Model SBO 14 Blow Molding Machine, S/N 5127, (2000), 25,200 Bottles/Hour, 14-Mold, with Sidel Model XMMC 115 Infeed System, (1999), with (4) Dras Conveyors, and Dump Hopper, and Sidel CNC Control
		(1) Estimated 6"W x 200'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with (5) Overhead Blower Units
		(1) Lane Diverter, 2 x 1
		(1) Estimated 6"W x 200'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with (3) Overhead Blower Positions
		(1) Procomac Model Fillstar M2 120-Valve Filler, S/N P9253, (2004), with Procomac 60-Position Rinser, and Procomac PLC Control
		(1) Procomac Model Prol Euro PK 20 20-Head Capper, S/N P9254, (2004), with Air Operated Cap Loading, and Storage Tank
		(1) Syrup Delivery System, with (2) 25,000-Liter Stainless Steel Storage Tanks, (2) 10,000-Liter Stainless Steel Storage Tanks, Dual Compartment, Flowmeters, Level Controllers, and Associated Process Pumps
		(1) 3"W x Estimated 25'L Interlocking Plastic Belt Conveyor
		(1) Heuft Model Spectrum Fill Level Detector, with Sensing Head, and Digital Display
		(1) Interlocking Plastic Belt Conveyor; 12"W x Estimated 150 Total Linear Foot, with 180° Turn Section, 90° Turn Section, and Associated Motor Drives
		(1) Procomac Model Unimix CM 40,000-Liters/Hour Mixer, with Associated Pumps, Storage Tanks, Water Filtration Device, and Allen-Bradley Model VersaView 1500P PLC Control
		(1) 3"W x 25'L Interlocking Plastic Belt Conveyor, with (2) 45° Turn Sections, Dual Position, with Associated Electric Motor Drive
		(1) Kronos Model Controll 960-20 Wraparound Labeler, (2004), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Stations, with Automatic Reject Station, and PLC Control
		(1) 3"W x Estimated 20'L Interlocking Plastic Belt Conveyor, with 40° Turn Section
		(1) Linx Model 2LDX 6000 Series Ink Jet Coder, with Print Head



Item # Qty

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- (1) 18"W x 60'L Interlocking Plastic Belt Conveyor 44"W x Estimated 65'L Interlocking Plastic Belt Conveyor
  - (1) 20"W x 25'L Interlocking Plastic Belt Conveyor 16"W x 50'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
  - (1) Ocme Model TH/N Case Packer, S/N 1/230/97, (1998), with Estimated 32"W x 10'L Infeed Interlocking Plastic Belt Conveyor, 3-Chain Infeed Conveyor, Overhead Lane Divider, Overhead Wrapping Position, and Ocme Shrink Tunnel, 16" x 28" Parts Opening, with 32"W Wire Mesh Flow Through Conveyor, and Overhead Blower Unit
  - (1) Procomac 28"W x 20'L Interlocking Plastic Belt Conveyor, with 45° Turn Section
  - (1) 24"W x 70'L Interlocking Plastic Belt Conveyor, with 45° Turn Section
  - (1) 12"W x 40'L Interlocking Plastic Belt Conveyor, with 45° Turn Section
  - (1) 30"W x Estimated 50'L Roller Belt Conveyor
  - (1) Twinpak Inc Model METE Labeler, S/N 585-99, (1999), with Dual Sided Overhead Labeling Positions, (3) Label Infeed Positions, Label Infeed Stand, and PLC Control
  - (2) 12"W x 151 Interlocking Plastic Belt Conveyors, Each with 45° Turn Section
  - (2) 12"W x 20'L Roller-Type Roller Belt Conveyors, Each with 45° Turn Section
  - (1) Procomac 48"W x 72"L Diverter, with Plastic Lane Dividing Slats
  - (1) Logopak Model 515 B90 Pressure Sensitive Labeler, SIN 2060470, (2006)
  - (1) 16"W x Estimated 85'L Belt-Type Roller Belt Conveyor
  - (1) 24"W x 35'L Interlocking Plastic Belt Conveyor 24"W x 115'L Power Roller Conveyor
  - (1) 24"W x 36'L Power Belt Conveyor 24"W x 7'L Power Belt Conveyor
  - (1) 24"W x Estimated 225'L Power Roller Conveyor 24"W x 25'L Power Belt Conveyor
  - (1) 30"W x 10'L Power Belt Conveyor
  - (1) 18"W x Estimated 100'L Interlocking Plastic Belt Conveyor
  - (1) 24"W x 10'L Interlocking Plastic Belt Conveyor 24"W x 10'L Roller Belt Conveyor
  - (1) 24"W x 36"L Power Belt Conveyor
  - (1) 60"W x 10'L Lane Divider, with Plastic Lane Transfer Slats

Item #	Qty	
		(3) 24"W x 15'L Power Roller Conveyors
		(3) 24"W x 10'L Power Belt Conveyors
		(1) Berchi Model Genius PTF/3 Palletizer, SIN 0444BF4102/01, (2001), with Estimated 72"W x 10'L Power Roller Infeed Conveyor, Overhead Loading Arm, Pallet Loading Station, 48" x 36" Roller Conveyor, Pneumatic Cardboard Lift Position, 48" x 48" Turntable, and 48" x 72" Outfeed Power Roller Conveyor
		(1) Lachenmeier Model HMS3T400 Hooding Machine, S/N 019056, (2002), with 48"W x 20'L Outfeed Conveyor
431	1	Bottling Line #3, (1996), 2-Liter @ 22,000 Bottles/Hour Capacity, To Include
		(1) Mucki Model MU-30 350-kg Box Titter, S/N 7380, (2004), with Safety Cage
		(1) Drag Conveyor, 20"W x 8'H, with Dump Hopper
		(1) Awdruze Model VZT-4010 Conveyor, Estimated 20'L, with 12'H Lift Position, and Blow Molding Infeed Section
		(1) Drag Conveyor, 10" x 15', Inclined
		(1) Krones Model Contiform S24 Blow Molding Machine, S/N 787-040, (2004), 43,200 Bottles/Hour, 24-Mold, 60mm Minimum Preform Length, 200mm Maximum Preform Length
		(1) Krones Estimated 6"W x 225'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with 180° Turn Section, 45° Turn Section, and (8) Overhead Blower Units
		(1) Lane Diverter, 1 x 2
		(1) Estimated 6"W x 50'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with Overhead Blower Unit
		(1) Lane Diverter, 2 x 1
		(1) Sidel 18"W x 15'L Drag Conveyor, S/N 5510, with Dump Hopper
		(1) Power Belt Conveyor, 18" x 25'
		(1) Sidel Model 5510 Loader, with Air Operated Loading Conveyor
		(1) Sidel Model SBO 10/10 FOUR Blow Molding Machine, SIN 0487, (1996), 18,000 Bottles/Hour, 10-Mold, with Side[ PLC Control
		(1) Estimated 6"W x 325'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with (10) Overhead Blowers

Item #	Qty
(1)	Estimated 6"W x 35'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with Overhead Blower Unit
(1)	Lane Diverter, 1 x 2
(1)	6"W x 150'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with (2) Overhead Blower Units
(1)	Estimated 6"W x 200'L Air Operated Conveyor, Stainless Steel, Automatic Adjusting, with (3) Overhead Blower Units
(1)	Crown Simplimatic Model MPV 140/100/20 140Valve Filler, S/N 992748, (1999), with AllenBradley Model PanelView 900 PLC Control
(1)	100-Position Rinser
(1)	Zalkin Model 20HD 20-Head Capper, S/N 5060 Sasib Model Mojonmer Starblend 2000 Mixer, S/N 10781 SB, (1998), 50,000-Liters/Hour, with Associated Process Pumps, Storage Tanks, Filter, and Level Controls
(1)	Syrup Delivery System, with (2) 25,000-Liter Stainless Steel Storage Tanks, (2) 10,000-Liter Stainless Steel Storage Tanks, Dual Compartment, Flowmeters, Level Controllers, and Associated Process Pumps
(1)	3"W x Estimated 25'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
(1)	Heuft Model Spectrum Fill Level Detector, with Sensing Head
(1)	24"W x 10'L Interlocking Plastic Belt Conveyor 3"W x 20'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
(1)	3"W x 75'L Interlocking Plastic Belt Conveyor, with Overhead Blower Position
(1)	Krones Model Controll 720-15 Wraparound Labeler, S/N K745-G45, (2004), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Station, with Automatic Reject Station, and Power Panel 10 PLC Control
(1)	3"W x 75'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
(1)	Linx Model 4900 Ink Jet Coder, with Print Head 36"W x 45'L Interlocking Plastic Belt Conveyor, with 2-Lane Diverting Position
(1)	Estimated 7"W x 30'L Accumulation Table
(1)	20"W x 25'L Interlocking Plastic Belt Conveyor, with Overhead Lane Divider

Item # Qty

- (1) Ocme Model TH/N Case Packer, S/N 1/229197, (1997), with Ocme PLC Control, Estimated 30" x 15' Infeed Conveyor, Overhead Dividing Arm System, Overhead Wrapping Section, and Ocme Shrink Tunnel, with Overhead Exhaust Blowers, and Estimated 32"W Wire Mesh Conveyor
- (1) 32"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
- (1) 32"W x 15'L Power Belt Conveyor, with 180° Turn Section
- (1) 32"W x Estimated 40'L Power Roller Conveyor Twinpak Inc Model METEV Labeler, S/N 43998, (1998), with Dual Sided Overhead Labeling Positions, (3) Label Infeed Positions, Label Infeed Stand, and PLC Control
- (1) 30"W x 15'L Power Roller Conveyor, with Electric Motor Drive
- (1) 30"W x 10'L Power Belt Conveyor
- (1) 30"W x 10'L Interlocking Plastic Belt Conveyor, with Electric Motor Drive
- (1) Logopak Model 515 B90 Pressure Sensitive Labeler, S/N 20730183, (2007)
- (1) 32"W x 10'L Power Belt Conveyor, with 180° Turn Section
- (1) 30"W x 100'L Interlocking Plastic Belt Conveyor 32"W x 5'L Power Belt Conveyor, with 45° Turn Section
- (1) 32"W x 225'L Power Roller Conveyor 32"W x 36"L Power Belt Conveyor
- (1) 32"W x 7'L Power Belt Conveyor, with 45° Turn Section
- (1) 32"W x 20'L Power Roller Conveyor 30"W x 5'L Power Belt Conveyor
- (1) 32"W x Estimated 75'L Interlocking Plastic Belt Conveyor
- (1) 32"W x 10'L Interlocking Plastic Belt Conveyor
- (1) 32"W x 7'L Power Belt Conveyor, with 45° Turn Section
- (1) 32"W x 5'L Power Belt Conveyor
- (1) Berchi 60"W x 10'L Lane Diverter, with Plastic Lane Transfer Slats
- (3) 24"W x 10'L Power Roller Conveyors 24"W x 10'L Power Belt Conveyor
- (1) Berchi Model Genius PTF/A3 Palletizer, S/N 0444BF2862197, (1997), with Top-Mounted Pick and Place Stacking Position, Infeed Roller Conveyor, Scissor Lift Table, Estimated 48"W x 50'L Power Roller Takeoff Conveyor, Pallet Infeed System, and Chair Conveyor
- (1) Robopac Model Genesis Orbital Stretch Wrap Machine, S/N 044BT4779/04, (2004), with 48"W x 35'L Power Roller Conveyor

432 1 Bottling Line #4, 2-Liter @ 19,000 Bottles/Hour Capacity, 1,200,000 To Include

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Item #	Qty	
	(1)	Estimated 6"W x 15'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with (2) Overhead Blower Units
	(1)	Estimated 6"W x 100'L Air Powered Conveyor, Stainless Steel, Automatic Adjusting, with (2) Overhead Blower Units
	(1)	Diverter, 2 x 1
	(1)	Estimated 6"W x 90'L Air Powered Conveyor, Stainless Steel, Adjusting, with 90° Turn Position, and (4) Overhead Blower Units
	(1)	Procomac Model Fillstar 120-Valve Filler, S/N 120/15/113, (2000), with Procomac Model Gripstar 1 R60 120 113 Rinser, S/N P6490, 60Position, and PLC Control
	(1)	Procomac Model Pice E Place 15 Test 15-Head Capper, S/N P6492, (2000)
	(1)	Procomac Model Starmix Mixer, with PLC Control
	(1)	Syrup Delivery System, (2000), with (2) 27,000Liter Stainless Steel Storage Tanks, Asset #PST #1 and Asset #PST #2, Leg Mounted, Each with Agitators, Flowmeters, and Associated Valves and Pumps
	(1)	3"W x 25'L Interlocking Plastic Belt Conveyor
	(1)	Heuft Model Spectrum Fill Level Detector, with Scan Position, Digital Readout, and Lane Kickoff Device
	(1)	32"W x 10'L Interlocking Plastic Belt Conveyor 3"W x 30'L Interlocking Plastic Belt Conveyor
	(1)	3"W x 125'L Interlocking Plastic Belt Conveyor, with (3) 45° Turn Sections
	(1)	Krones Model Controll 720-15 Wraparound Labeler, S/N K745-N54, (2007), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Station, with Automatic Reject Station, and Krones Model I Panel PLC Control
	(1)	Linx Model 2LDX 6200 Series Ink Jet Coder, with Print Head
	(1)	3"W x 45'L Interlocking Plastic Belt Conveyor
	(1)	20"W x Estimated 100'L Interlocking Plastic Belt Conveyor, with 3-Lane Changing Position, S-Turn Section, and 45° Turn Section
	(1)	Lane Diverter, Estimated 48"W x 72"L
	(1)	16"W x 110'L Interlocking Plastic Belt Conveyor, with 2-Position Lane Diverter, (2) S-Turn Positions, and Electric Motor Drive
	(2)	3"W x 25'L Interlocking Plastic Belt Conveyors, Each with Electric Motor Drive

Item # Qty

		(1) Twinpak Inc Model MFEV Labeler, S/N 441-98, and S/N 440-98, (1998), with Dual-Sided Overhead Labeling Positions, and Siemens Model TD200 PLC Control
		(1) 3"W x Estimated 100'L Interlocking Plastic Belt Conveyor
		(1) 4"W x Estimated 125'L Interlocking Plastic Belt Conveyor
		(1) 30"W x 5'L Lane Diverter
		(1) 8"W x 35'L Interlocking Plastic Belt Conveyor, with 1800 Turn Section, and Electric Motor Drive 8"W x 350'L Interlocking Plastic Belt Conveyor, with 180° Turn Section, (2) 45° Turn Sections, STurn Position, with Lane Changing Position, and Electric Motor Drive
		(1) Lane Diverter, Estimated 30"W, Converts 1 to 2 Lines
		(1) Heuft Model Spectrum TX Fill Level Detector, 2Lane, Each Lane with Reject Position
		(2) 30"W x Estimated 50'L Interlocking Plastic Belt Conveyors
		(1) Interlocking Plastic Belt Staging Table, Estimated 72"W x 35'L
		(1) Berchi Model Genius PPL/L6 Palletizer, S/N 0444BF2867/97, (1997), with Overhead Pick and Place Stacking Position, Top-Mounted Pallet Stacking Position, (2) Air Actuated Display Case Assembling Positions, 48"W x Estimated 25'L Power Roller Pallet Infeed Conveyor, 36"W x 15'L 2-Strand Interlocking Metal Belt Conveyor, Pelacci Tray Washer, SIN P5599, (1998), with Carts Loading Conveyor, and Overhead Exhaust Units, and Controls
		(1) Robopac Model Genesis Orbital Stretch Wrap Machine, S/N 0444BF3448/99, (1999), with PLC Controls, and 48"W x 50'L Power Roller Conveyor, Orbital Type
433	1	Bottling Line #5, (Estimated 2005), 1-Liter @ 17,000 Bottles/Hour Capacity, 2-Liter @ 15,000 Bottles/Hour Capacity, To Include
		(1) Sidel 16"W x 15'L Drag Conveyor, with Dump Hopper
		(1) 16"W x 25'L Belt Conveyor
		(1) 16"W x Estimated 75'L Belt Conveyor 16"W x 25'L Belt Conveyor
		(1) Sidel Model XMRP Loading System, S/N 9019, (1998), with Air Feed Conveyor
		(1) Sidel Model SB016 Blow Molding Machine, S/N 263, (1998), 28,800 Bottles/Hour, 16-Mold, with Sidel PLC Control Readout
		(1) Estimated 6"W x 450'L Air Powered Conveyor, with (4) 45° Turn Sections, S-Turn Section, and (8) Overhead Blower Units

Item # Qty

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- (1) Kronos Model Controll 702-12 Wraparound Labeler, S/N K-745-G63, (2004), Stainless Steel, with Pass Through Conveyor, Label Feeder, Glue Applicator, Laser Inspection Station, with Automatic Reject Station, and Power Panel 10 PLC Control
  - (1) Estimated 6"W x 250'L Air Powered Conveyor, with (6) Overhead Blower Units
  - (1) Procomac Model Fillstar Pet 2 80-Valve Filler, S/N P9351, (2004), with Allen Bradley Model VersaView 1500P PLC Control
  - (1) Procomac Model Euro/PK 12 Teste 12-Head Capper, S/N P9352, (2004)
  - (1) Procomac Model Fillstar 1 P 48 128 141 48Position Rinser, S/N P9350, (2004)
  - (1) 2,720-Liter Stainless Steel Tank, with Associated Flowmeters, and Pumps
  - (1) 3"W x Estimated 150'L Interlocking Plastic Belt Conveyor
  - (1) Linx Model XyMark 7S Ink Jet Coder, S/N 190047, (2005)
  - (1) Heuft Model Basic Fill Level Detector, (1995)
  - (1) 3"W x 35'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
  - (1) Lane Divider, with Overhead Lane Changing Device, and Estimated 32"W x 20'L Interlocking Plastic Belt Conveyor
  - (1) 16"W x Estimated 85'L Interlocking Plastic Belt Conveyor, with (3) Lane Changing Positions, and (2) 45° Turn Sections
  - (1) Ocme Model Vega S 50/0 Case Packer, S/N 1/175/04, (2004), with Siemens Model Simatic PLC Control, Overhead Dividing Position, Overhead Lane Dividing Position, Overhead Wrapping Position, Estimated 32" x 15' Infeed Conveyor, and OCME Shrink Tunnel, with Estimated 32" Wire Mesh Flow Through Conveyor, and Overhead Cool Down Position
  - (1) 12"W x Estimated 30'L Interlocking Plastic Belt Conveyor, with (2) 45° Turn Sections
  - (1) 16"W x Estimated 30'L Power Belt Conveyor
  - (1) 16"W x 15'L Interlocking Plastic Belt Conveyor, with 45° Turn Section
  - (1) 16"W x Estimated 85'L Roller Belt Conveyor 16"W x 5'L Interlocking Plastic Belt Conveyor 16"W x 20'L Roller Belt Conveyor
  - (1) 16"W x Estimated 50'L Roller Belt Conveyor 16"W x 5'L Belt Conveyor
  - (1) 16"W x 35'L Interlocking Plastic Belt Conveyor, with 180° Turn Section
  - (1) Logopak Model 515 B90 Pressure Sensitive Labeler, S/N 207 0184, (2007)

Item # Qty

		(1) 20"W x 5'L Interlocking Plastic Belt Conveyor
		(1) Berchi 60"W x Estimated 10'L Lane Divider, with Plastic Lane Dividing Strips
		(2) 60"W x Estimated 10'L Roller Belt Conveyors
		(1) Berchi Model Genius PTS/A2L Palletizer, S/N 0444BF4846/04, (2004), with Estimated 60" x 72" Roller Infeed Table, Overhead Packaging Alignment Arms, Top-Mounted Pallet Stacking Position, Air Actuated Cardboard Pick and Place Stations, Scissor Lift Table, 48" x 10' Power Roller Pallet Infeed Conveyor, 48" x 60" Rotary Table, and 48" x 75' Outfeed Power Roller Conveyor
		(1) Robopac Model Helix Top HS40 Orbital Stretch Wrap Machine, S/N 108010001, Estimated 20' Wrapping Height, with Safety Stage, and 3Strand 48" x 20' Pallet Takeoff Conveyor
434	1	Lot of Syrup Room Equipment, To Include
		(2) 500-Liter Stainless Steel Tanks, Each with Top Mounted Electric Mixer, and Associated Pumps
		(6) 25,000-Liter Mixing Stainless Steel Tanks, (Estimated Late 1990s), Each with Top-Mounted Electric Mixers, and Spray Bar
		(1) Custom Built CIP System, with (2) 10,000-Liter Capacity Stainless Steel Tanks, and Associated Pumps
		(1) Custom Built CIP System, with (2) 5,000-Liter Capacity Stainless Steel Tanks, and Associated Pumps
		(1) Miteco 80-Ton Stainless Steel Silo, Jacketed, with Associated Pumps
		(1) Miteco Model 15 C-INO-3 Sugar Dissolver, SIN 33 1844 1 0, (2000), with 500-Liter Mixing Tank, Heat Exchanger, Auger Screw Conveyor, and Siemens PLC Control
		(1) 30,000-Liter Fiberglass Tank, with Associated Pumps
		(1) 30,000-Liter Stainless Steel Tank; Jacketed, with Associated Pumps
		(1) 30,000-Liter Glucose Stainless Steel Tank, Jacketed, with Heater, and Associated Pumps Lot of Associated Flowmeters, Shutoff Valves, Pumps, Piping, Central PLC Control System, etc
435	1	Line #5 Mixing System, To Include
		(1) Miteco 32,000-Liter Stainless Steel Tank, Jacketed, with Heater, and Associated Pumps



Item # Qty

		(1) Miteco 4,500-Liter Stainless Steel Tank, Asset #D1 13, with Associated Pumps
		(1) Miteco 3,500-Liter Stainless Steel Tank, Asset #D112, with Associated Pumps
		(1) Miteco 15,000-Liter Stainless Steel Tank, Asset #D1 11, with Associated Pumps
		(1) Miteco 5,500-Liter Stainless Steel Tank, Asset #D052, with Associated Pumps
		(2) Miteco 8,500-Liter Stainless Steel Tanks, Asset #D460, and Asset #D450, with Associated Pumps
		(1) Alfa-Laval Model FRONT8-VSFRM Pasteurizer, S/N 30104-45797, (2004), 7-Bar Maximum Pressure, 110°C Maximum Temperature, with Associated Pumps, Piping, etc
		(2) Miteco 2,500-Liter Stainless Steel Tanks, Asset #D470, and Asset #D480, Each with TopMounted Mixer, and Associated Pumps
		(1) Miteco CIP System, with (2) 5,000-Liter Stainless Steel Tanks, (2) Miteco Shell and Tube Heat Exchangers, S/N 4065 and S/N 4066, 10Bar Maximum Pressure, 185°C Maximum Temperature, and PLC Control
		(1) Miteco 3,000-Liter Stainless Steel Tank, Asset #D051, with Powder Feeder, Flow Regulator, and Associated Pumps
		(1) Miteco Model CN7-32 7-Stream Blender, S/N 38 2394 0 0, (2004), with Anton Paar Model MPDS1000 Evaluation Unit, and Associated Flowmeters, Pumps, etc
		(1) Miteco 2,000-Liter Stainless Steel Deaerator, Asset #D068, with Associated Pumps
		(1) Lot of Associated Flowmeters, Pumps, Valves, Sensors, Central PLC Control Systems, etc
436	1	Blow Molding Chiller System, To Include
		(1) Tricool Model TCW021 Chiller, S/N 99DCTCW92095, Asset #4, (1999)
		(1) Tricool Model TCW9060SF Chiller, S/N 25244C8470, Asset #1
		(1) Tricool Model TCW134DC Chiller, S/N C66331 3498, Asset #2
		(1) Tricool Model TCW67 Chiller, S/N 205217496, Asset #3
		(1) Lot of Associated Water Circulation Pumps
437	1	Bottle Silo Storage System, To Include

Item #	Qty	
		(1) Procomac 4-Bin Storage Bin, 600,000 1/2-Liter Bottle Capacity, with (4) Dump Chutes
		(1) 36"W x 50'L Enclosed Power Belt Conveyor, with Electric Motor Drive
		(1) 36"W x 50'L Inclined Power Belt Conveyor, with Dump Hopper, and Electric Motor Drive
		(2) 36"W x 10'L Inclined Power Belt Conveyors, Each with Electric Motor Drive
		(1) Procomac 36"W x 25'L Power Belt Conveyor
		(1) Procomac Model Topstar 20/30 Bottle Unscrambler, S/N P5301, (1998)
		(1) 6"W x Estimated 100'L Air Powered Conveyor, with 90° Turn Position, and (5) Overhead Blower Units
		(1) Procomac Model Topstar 20/30 Bottle Unscrambler, S/N P5302, (1998)
		(1) 6"W x Estimated 15'L Air Powered Conveyor, with (2) Overhead Blowers
		(1) 6"W x Estimated 25'L Air Powered Conveyor, with Overhead Blower Unit
		(1) 6"W x Estimated 150'L Air Powered Conveyor, with (5) Overhead Blower Units Total Bottling \$ 10,005,000 Warehouse
438	1	Lot of Pallet Racking, To Include
		(123) Pallet Racks, Estimated 8'W x 44"D x 35'H, 5-Tier
		(167) Drive-Thru Type Pallet Racks, Estimated 48"W x 50'D x 35'H, 4-Tier
		(27) Drive-Thru Type Pallet Racks, Estimated 48"W x 20'D x 35'H, 4-Tier
		(61) Drive-Thru Type Pallet Racks, Estimated 48"W x 45'D x 35'H, 4-Tier
439	1	Savsjo Model 8020 Horizontal Baler 440
440	1	HSM Model V-Press 860 Vertical Baler
441	2	Dalmec 100-kg Lifts, S/N (2) Unknown, with Roll-Lift Attachment Each Value \$7,500
442	1	Inpack Model Colt 80 Stretch Wrap Machine, with 60"Rotary Table
443	1	Matco Model A616L PREA1 Stretch Wrap Machine, S/N MA96214, (1996), with 48" Rotary Table
444	1	Stretch Wrapping System, To Include
		(1) Berchi Palletizer, with 48" x 15' Loading Positions, 48" x 15' Pallet Loading Positions, (2) 36" x 10' Tray Loading Positions, Overhead Stacking Position, and Control

Item #	Qty	
		(1) Robopac Orbital Stretch Wrap Machine, Estimated 84"D Capacity, with 24"W x 50'L 2- Strand Chain Conveyor
		(1) Atlas Copco Model GA15 Rotary Screw Air Compressor
		(1) Atlas Copco Model GPS411 8-Bar Rotary Screw Air Compressor
		(1) Lot of Associated Chain Conveyors
		<b><u>Yard</u></b>
445	1	KTK Model TWA 302B/Z/PU/PU Chiller, S/N 140113/2, (2004)
446	2	KTK Model TWA 302B/2/PU/PU Chillers, S/N 140113/1, Asset #Unknown, and S/N 170095, Asset #8 Each Value \$8,000
447	1	Storage Tank System, To Include
		(1) 150,000 Stainless Steel Silo, Asset #WT4, (1993), 227,000-Liter Capacity
		(1) Stainless Steel Silo, Asset #WT3, (1999), 227,000-Liter Capacity
		(1) Stainless Steel Silo, Asset #WT2, (1996), 227,000-Liter Capacity
		(1) Lot of Associated Vacuum Pumps, Process Piping, etc
448	1	Goavec 90,000-Liter Water Storage Tank, (1995)
449	1	Caustic Storage Tank
		<b><u>Throughout Plant</u></b>
450	1	Lot of Lab Equipment, To Include
		(1) Tri-Clover Model TCW9060SP R23 Refrigerant- Type Chiller, S/N C9576TCW00L
		(1) Sidel Tester
		(1) Hanna Model HI9060 Thermometer
		(1) Hanna Model HI 991001 Temperature Meter
		(3) Kern Model AT-500N Automatic Potentiometric Titrators, with Doser
		(1) Mettler Model PM 100 Balance
		(1) Hach Model DR-2000 Spectrophotometer
		(1) Hach COD Reactor
		(1) Manufacturer Unknown Drying Oven

Item #	Qty	
		(1) AND Model GF-6000 Balance
		(1) Foss Model KJELTEC 2100 Balance
		(1) Olympus Microscope
		(1) DWS Oven
		(2) LMS Traders Inc Incubators
		(2) Heraeus Incubators
		(1) Beko Refrigerator
		(1) Shimadzu Model LC-6A Liquid Chromatograph, with Phenomenex Model RC-200 Solvent Recycler, and Shimadzu Model SPD-6AV Detector
		(1) Shimadzu Model C-R4A Analyzer
		(1) Shimadzu Model LC-6A Liquid Chromatograph, with Jour Research Model 1704 Solvent Saver, and Shimadzu Model SPD-6A Detector
		(1) Manufacturer Unknown Model K85VB Lab Hood, S/N 48221
451	1	Lot of Maintenance Equipment, To Include
		(1) 20-Ton H-Frame Press
		(1) Disc/Belt Sander, 6" Belt, 9" Disc
		(1) Nu-Tool Industries 12" Throat Vertical Band Saw, S/N 010889, (2002)
		(1) Ajax Model MD-20 Milling and Drilling Machine, S/N 43494, (1994)
		(1) Edgwick Engine Lathe, 16" Swing x 72" Bed, with 2" Hole Through Spindle
		(1) Cebora Model Tig Star 16-P 235-Amp Arc Welder
		(1) Lot of Miscellaneous Maintenance Equipment, To Include Worktables, Vises, Metal Shelving, Double-End Grinders, Miter Saws, Pedestal Drills, etc
452	4	Linx Model 6900 Ink Jet Coders Each Value \$6,500
453	1	Wastewater Treatment System, with (2) Estimated 40,000- \$ 25,000 Liter Storage Tanks, (23) CT Component Flowmeters, 2 Hydrovane Rotary Screw Air Compressor, and AllenBradley Model PanelView 550 PLC Control
454	1	Lot of Factory and Support Equipment, To Include 20,000 Workbenches, Worktables, Safety Ladders, Pallet Jacks, etc

Item # Qty

455	1	Lot of Office Furniture and Business Machines, To Include Desks, Chairs, Book Shelves, File Cabinets, Conference Tables, Telephone Systems, Reception Area Furniture, etc
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**Total Appraised Orderly Liquidation Value -**

**\$ 10,519,500**

**Cott Beverages Ltd.  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom**

Cott Beverages Limited - Aseptic  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom

Effective Date January 16, 2008

Orderly  
Liquidation  
Value

Bottling

\$ 9,100,000

Syrup/Processing Room

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Warehouse

30,000

Laboratory

118,450

Plant Utilities

360,000

Yard

175,500

Throughout Plant

15,000

**Total Appraised Orderly Liquidation Value -**

**\$ 9,798,950**

**Cott Beverages Ltd. - Aseptic  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom**

Cott Beverages Limited - Aseptic  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom

**Machinery & Equipment**

Item #      Qty

**Bottling**

- |     |   |  |
|-----|---|--|
| 429 | 1 | <p>Bottling Line #1, (2003), 250mL @ 18,000 Bottles/Hour Capacity, 330mL @ 18,000 Bottles/Hour Capacity, 500mL @ 18,000 Bottles/Hour Capacity, 1 5-Liter @ 12,000 Bottles/Hour Capacity, To Include</p> <ul style="list-style-type: none"> <li>(1)      Sidel Model SBO 12 Blow Molding Machine, S/N 5324, (2002), 18,000 Bottles/Hour, 12-Mold, with Floating Hopper, Automatic Bin Dumper, Conveyor Loading System, Transformer, Hitema Model ECA075 Chiller, and PLC Control</li> <li>(1)      Procomac Model 2000 Estimated 6"W x 290'L Air Powered Conveyor, S/N V855, (2002), Adjustable, with (6) Top-Mounted Blowers, Aseptic Enclosure, and Control</li> <li>(1)      Procomac Model Ingresso Steam Tunnel, S/N P7697, (2002), with (6) Glove Ports, and Lesatec HEPA Filter</li> <li>(1)      Procomac Model GX1 R 65 103 113 50-Station Sterilizer, S/N P7605, (2002), with (3) Glove Ports</li> <li>(1)      Procomac Model Uniblock 2 50-Station Rinser, S/N P7606, (2002), with (2) Glove Ports</li> <li>(1)      Procomac Model FX50 10 113 50-Valve Volumetric Filler, S/N P7607, (2002), with Fume Scrubber, (Located Outside), Upper Body Clean Suit, Estimated 5,000-Liter Stainless Steel Production Tank, and 12-Head Capper</li> <li>(1)      Procomac Model Trattamento Sacchi 48"W x 30'L Cap Sterilizer, S/N P8024, (2002), with (2) HEPA Filters, Rinse Station, Drying Station, Interlocking Plastic Belt Pass Through Conveyor, (2) Glove Ports, Loading Hoppers, Conveyor System, Lesatec Block Ventilation Unit, (2) Procomac Sterilcap W Cap Feeders, and PLC Control</li> <li>(1)      Procomac Model Uscita 25'L Steam Tunnel, S/N P8022, (2002), with Estimated 4"W x 25'L Interlocking Plastic Belt Conveyor, (9) Glove Ports, Lesatec HEPA Filter, and Control</li> <li>(1)      Corema Model JA/C-75 Chiller, S/N 23642</li> <li>(2)      Heuft Model Spectrum T136 Fill Level Detectors, (2003), with Shared Enclosure, Pass Through Conveyor, and Reject Station</li> </ul> |
|-----|---|--|

Item # Qty

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- (1) Procomac Estimated 3-1/2"W x 150'L Interlocking Plastic Belt Conveyor, with 16" x 6' Lane Diverter, 14" x 12' Lane Diverter, (2) 16" x 20' Lane Diverters, 16" x 25' Lane Diverter, with 180° Turn Section, and 16" x 30' Lane Diverter
  - (1) Procomac Model Drystar 2S Drying Tunnel, S/N P8222, (2002), Each with (8) Hoses, and PLC Control
  - (1) Kronos Model Controll 12-Station Wraparound Labeler, S/N 745-C80, (2002), with Glue Applicator, (2) Label Unwind Stands, and PLC Control
  - (1) Markem Model Smart Lase SL Laser Coder, with Markem Filter Conditioner, and Pendant Control Procomac Estimated 3-1/2"W x 90'L Interlocking Plastic Belt Conveyor, with Estimated 10" x 20' Lane Diverter, 16" x 20' Lane Diverter, (2) 90° Turn Sections, and 16" x 12' Lane Diverter
  - (1) Ocme Model Vega S40/F Case Packer, S/N 01273, (2002), with Estimated 20"W x 20'L Lane Diverter, Overwrap Station, Estimated 60"W x 12"H Shrink Tunnel, and PLC Control
  - (1) Estimated 16"W x 25'L Interlocking Plastic Belt Conveyor, with (2) 90° Turn Sections
  - (1) Logopak Model 515F Pressure Sensitive Labeler, S/N 2070185, (2007)
  - (1) Estimated 16"W x 40'L Power Roller Conveyor Estimated 16"W x 40'L Interlocking Plastic Belt Conveyor, with 16"W x 36"L Powered Belt Conveyor, and 90° Turn Section
  - (1) Gampack Model GP4590 18"W Overwrapper, S/N W10360011011, (2003), with Heat Shrink Tunnel, 28"W x 14"H Maximum Opening, and Siemens PLC Control
  - (1) Estimated 18"W x 30'L Interlocking Plastic Belt Conveyor
  - (1) Berchi Estimated 16"W x 65'L Power Roller Conveyor, with (2) Power Belt Bridge Conveyor Sections
  - (2) Estimated 16"W x 25'L Interlocking Plastic Belt Conveyors
  - (1) Estimated 16"W x 45'L Power Roller Conveyor Berchi Estimated 16"W x 90'L Power Roller Conveyor, with (2) Power Belt Bridge Conveyor Sections
  - (1) Berchi Model Genius PTF12 Palletizer, S/N 0444BF4104101, (2001), with Pallet Loading Station, Pneumatic Cardboard Loader, Estimated 48"W x 15'L Powered Roller Conveyor, Safety Enclosure, and PLC Control
  - (1) Robopac Model Helix Orbital Stretch Wrap Machine, S/N 1002020051, (2002), with Estimated 48"W x 30'L Powered Roller Conveyor, Safety Enclosure, Zebra Label Printer, and PLC Control
  - (1) Lot of Associated Pumps, Piping, Controls; etc

Item #	Qty	
457	1	<p>Bottling Line #1, (2007), 250mL, 330mL, and 500mL @ 24,000 Bottles/Hour Capacity, To Include</p> <ul style="list-style-type: none"> <li>(1) Sidel Model SBO 14 U Blow Molding Machine, S/N 11104, (2007), 25,200 Bottles/Hour, 14Mold, with Feed Hopper, Automatic Loader, Infeed Conveyor, Hitema Model ECA045 Chiller, and PLC Control</li> <li>(1) Procomac Model 2000 Estimated 6"W x 330'L Air Powered Conveyor, S/N V2494, (2006), Adjustable, with Aseptic Enclosure, and (9) Top-Mounted Blowers</li> <li>(1) Procomac Model 1P80 113 50-Station Spinstar Bloc Sterilizer, S/N P10998, (2007), with HEPA Filter, (5) Glove Ports, and PLC Control</li> <li>(1) Procomac Model 1P 60 113 50-Station Spinstar GX Rinser, S/N P10999, (2007), with (5) Glove Ports, HEPA Filter, and PLC Control</li> <li>(1) Procomac Model 50 15 1 13 50-Valve Fillstar FC Filler, S/N P11000, (2007), with Fume Scrubber, (Located Outside), Nitrogen System, (8) Glove Ports, Estimated 5,000-Liter Stainless Steel Production Tank, 12-Head Capper, and PLC Control</li> <li>(1) Procomac Model Sacchi 48"W x 30'L Cap Sanitizer, S/N P11032, (2007), with Manual Loading Station, (2) HEPA Filters, Rinse Station, Drying Station, (2) Glove Ports, Loading Hopper, Incline Belt Conveyor, with (2) HEPA Filters, Spiral Cap Feeder, and PLC Control</li> <li>(1) Procomac 15'L Steam Tunnel, S/N P10997, (2007), with (6) Glove Ports, and (2) HEPA Filters</li> <li>(1) Estimated 3-1/2"W x 260'L Interlocking Plastic Belt Conveyor, with Estimated 16"W x 140'L Lane Diverter, and (3) 90° Turn Sections</li> <li>(2) Procomac Model Ventilo Pass Through Dryers Procomac Model Checkstar Fill Level Detector, with Eject Station, and PLC Control</li> <li>(1) Sidel Model Rollquattro 18-Station Wraparound Labeler, with Hot Melt Glue Machine, (2) Label Unwinds, and PLC Control</li> <li>(1) Markem Model Smart Lase 1101 Laser Coder, (2007), with Filter, and Pendant Control</li> <li>(1) Sidel Model Alfa 15'L 4-Zone Drying Tunnel, with Electric Heaters, Blowers, and PLC Control</li> <li>(1) Procomac Estimated 16"W x 180'L Interlocking Plastic Belt Lane Diverter, with (5) 90° Turn Sections</li> <li>(1) Ocme Model Vega S40V Case Packer, S/N 060174, (2006), with Estimated 24"W x 30'L Interlocking Plastic Belt Lane Diverter, Cardboard Feed Station, Nordson Hot Melt Glue Applicator, Heat Shrink Tunnel, Estimated 30"W x 14"H Maximum Opening, Overwrapper, Drying Fan, and PLC Control</li> </ul>



Item # Qty

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- (1) Logopak Model 515F Pressure Sensitive Labeler, S/N 2070106, (2007), with Procomac Estimated 16"W x 20'L 180° Interlocking Plastic Belt Conveyor
  - (1) Procomac Estimated 22"W x 36'L Power Roller Conveyor, with 22"W x 8'L Power Belt Conveyor Section
  - (1) Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 07C3D 5553, (2007), with Estimated 18"W x 12'L Interlocking Plastic Belt Conveyor
  - (1) Procomac Estimated 18"W x 30'L Incline Power Belt Conveyor
  - (1) Ocme Model Vega S 40/2 Case Packer, S/N 060173, (2006), with Estimated 24"W x 30'L Interlocking Plastic Belt Lane Diverter, Cardboard Loading Station, Overwrapper, Shrink Tunnel, with Estimated 30"W x 14" Opening, Cooling Fan, and PLC Control
  - (1) Ocme Estimated 24"W x 100'L Lane Diverter, with (2) 90° Power Belt Turn Sections, and 180° Power Belt Turn Section
  - (1) Procomac Estimated 60"W x 15'L Interlocking Plastic Belt Conveyor, with 90° Turn Section
  - (1) Procomac Estimated 16"W x 75'L Power Roller Conveyor
  - (1) Estimated 16"W x 50'L Power Belt Conveyor
  - (1) Procomac Estimated 16"W x 20'L S-Type Interlocking Plastic Belt Conveyor
  - (1) Procomac Estimated 16"W x 30'L Power Roller Conveyor
  - (1) Procomac Model Agilis 2000 D Palletizer, SIN V2500, (2006), with Power Belt Infeed Conveyor, Pallet Loader, Estimated 48"W x 25'L Powered Roller Conveyor, Pneumatic Cardboard Placer, Safety Enclosure, and PLC Control
  - (1) Robopak Model Helix Orbital Stretch Wrap Machine, S/N 4106090273, (2006), with Estimated 48"W x 50'L Power Roller Conveyor, Rotary Turntable, Safety Enclosure, and PLC Control
  - (1) Markem Model Cimpak 300 Pressure Sensitive Labeler, S/N 07C3D 5552, (2007)
  - (1) Lot of Associated Piping, Pumps, Tanks, Controls, etc

**Syrup/Processing Room**

458 1 Line #1 Processing System, (Valued With Bottling Line --#1), To Include

- (1) APV Model Sterzo UHT Water Sterilizer, S/N 10380, (2002), with 2,500-Liter Capacity Sterilize Water Tank, Heat Exchanger, Scrubber, Chiller, Allen-Bradley PanelView 900 PLC Control, and Associated Valves, Pumps, Piping, etc

Item # Qty

		(1) APV Model Pasto 19 UHT Product Pasteurizer, S/N 10378, (2002), 8-Bar Maximum Pressure, with APV Model Q055 RKS35 Heat Exchanger, S/N 55383, 135-Bar Maximum Pressure, 1,500-Liter Sterilize Product Tank, Scrubber, Heater, Chiller, and Associated Pumps, Valves, Piping, etc
		(1) Procomac Model Steritank 80 11,190-Liter Sterilized Product Stainless Steel Tank, S/N 8041, (2002), Heated Jacket, with Bottom Mounted Electric Mixer, Associated Pumps, Piping, etc
		(1) Procomac Model Uniflux Filtration System, S/N P8041, (2002), with (2) Air Filters, (3) Nitrogen Filters, (2) Steam Filters, and Associated Pumps, Piping, etc
		(1) Ronco Briantino Model Torre Di Abbattimento Scrubber, S/N 791-02, (2002), with Estimated 1,000-Liter Stainless Steel Tank, and Associated Pumps, Piping, Control Panel, etc
		(2) Structural Industries 1,020-Liter Carbon Filters, Each with PTI Technology 10-Bar Filters, and Centralized Controller
		(1) Procomac Model Unifoam Foam Cleaning System, S/N P8028, (2002), with (2) Estimated 1,000-Liter Mixing Tanks, and Associated Pumps, Piping, etc
		(1) Procomac Model Uniflux AVN Filtration System, S/N P7610, (2002), with (4) Air Filters, (2) Nitrogen Filters, (3) Steam Filters, and Associated Pumps, Valves, Piping, etc
		(1) Procomac Model Unidox Sterilizer, S/N P8025, (2002), 1,600 to 2,000 Parts/Million Capacity, with Associated Tanks, Filters, Heat Exchangers, Pumps, etc
		(1) Bernardinello Water Regeneration System, with 5,000-Liter Capacity Water Storage Tank, Estimated 2,500-Liter Capacity Mixing Tank, and Associated Valves, Pumps, Piping, etc , (Not In Service, Incomplete, Appraised As Is)
		(1) Procomac PLC Control System, S/N P8043, with Associated Piping, Valves, Pumps, etc
459	1	Line #2 Processing System, (Valued With Bottling Line --#2), To Include
		(1) Procomac Model Unitherm H UHT Water Sterilizer, S/N P11003, (2006), with Scrubber, Heat Exchanger, Water Heater, Chiller, Estimated 2,000-Liter Capacity Buffer Tank, Estimated 5,000-Liter Capacity Regeneration Unit, and Associated Pumps, Motors, Piping, PLC Control, etc
		(1) Procomac CIP System, S/N P11028, (2006), with Estimated 4,000-Liter Capacity Caustic Tank, Estimated 4,000-Liter Capacity Nitric Acid Tank, Heat Exchangers, Water Heaters, and Associated Pumps, Piping, Valves, PLC Control, etc
		(1) Procomac Model RADA UHT Product Shell and Tube Sterilizer, S/N SE-18-3A-F6-F6-FE-M, (2006), with Associated Pumps, Motors, Valves, Piping, etc

Item #	Qty	
		<ul style="list-style-type: none"> <li>(1) Procomac Model Uniflux AS Sterilizer, S/N P11026, (2006), with Air Filter, Nitrogen Filter, Steam Filter, and Associated Valves, Pumps, PLC Control, etc</li> <li>(1) Procomac Model 80 11,190-Liter Sterilize Stainless Steel Tank, (2006), with Top-Mounted Electric Mixer, and Associated Pumps, Piping, etc</li> <li>(1) Niro-Soavi Model NS3110H Homogenizer, S/N 6490, (2007), 20 MPa Maximum Pressure, with Associated Pumps, Piping, etc</li> <li>(1) Procomac Model Unitherm P Buffer System, S/N P11024, (2006), with Estimated 2,500-Liter Capacity Buffer Tank, with Top-Mounted Electric Mixer, Regeneration Unit, and Associated Pumps, Piping, Control, etc</li> <li>(1) Procomac Model Unidox Sterilizer, S/N P11097, (2006), with Maselli Measure Monitoring System, Associated Tank, Pumps, Piping, Control, etc</li> <li>(1) Procomac PLC Control System, S/N P11029, (2006), with Touchstar 15 Touch Screen Interface, and Associated Pumps, Piping, Valves, etc</li> </ul>
460	1	<p>Line #1 Syrup Mixing System, (Valued With Bottling Line --#1), To Include</p> <ul style="list-style-type: none"> <li>(1) Procomac Model Unisolv BMP Mixing System, S/N P8037, (2002), with (2) 8,000-Liter Capacity Syrup Tanks, Powder Mixer, 1,500-Liter Mixing Tank, 250-kg Drum Pumping Station, with Scale, (2) Bench Scales, and Associated Mixers, Pumps, Piping, etc</li> <li>(1) APV 30,000-Liters/Hour Water Deaerator, S/N P399460, with Procomac Estimated 3,000-Liter Capacity Buffer Tank, and Associated Filters, Pumps, Piping, Control, etc</li> <li>(1) Procomac Model Unimix Multi Syrup/Water/Sugar Blender, S/N P8038, (2002), with Anton Paar Model MPDS 1000 Evaluation Unit, and Associated Valves, Pumps, Flowmeters, Piping, Control, etc</li> <li>(1) Procomac Model Unclean CIP System, S/N P8027, (2001), with Estimated 3,000-Liter Caustic Tank, Estimated 3,000-Liter Nitric Acid Tank, Heat Exchanger, and Associated Filters, Flowmeters, Pumps, Piping, Control, etc</li> <li>(1) Procomac PC Control System, with Associated Pumps, Piping, Valves, Flowmeters, etc</li> </ul>
461	1	<p>Line #2 Syrup Mixing System, (Valued With Bottling Line --#2), To Include</p> <ul style="list-style-type: none"> <li>(1) Procomac Model Unisolv B Multi Mixing System, S/N P11023, (2006), with (3) 25,000-Liter Holding Tanks, Procomac Model Scanima Powder Mixing System, with 3,000-Liter Mixing Tank, (2) 250-kg Capacity Drum Pumping Stations, Each with Scale, (2) Bench Scales, Automatic Valve Systems, and Associated Flowmeters, Pumps, Piping, Control, etc</li> </ul>

Item #	Qty	
		(1) Procomac Model Uniclean 3A CIP System, S/N P11027, (2006), with Estimated 3,000-Liter Caustic Tank, Estimated 3,000-Liter Nitric Acid Tank, and Associated Valves, Pumps, Flowmeters, Piping, Control, etc
		(1) Sta-Rite Water Softening System, with (2) DI Tanks, Salt Tank, and Control
		(1) Procomac PC Control System, with Associated Piping, Pumps, Valves, etc
		<b><u>Warehouse</u></b>
462	1	Lots of Racking, To Include
		(17) 90"W x 35"D x 30'H Pallet Racks, Adjustable, 4/5Tier
		(226) 48"W x 35'H Drive-Thru Type Pallet Racks, (5) Pallets Deep, Adjustable, 4-Tier
		<b><u>Laboratory</u></b>
463	1	Tecon Inc Model MSP9500 Chemunex Analyzer, S/N 0611289996, (2006), with Computer Control
464	1	Thermo Electron Model C412 Centrifuge
465	1	AND Model EK-6000H 6,000-g Balance
466	1	Zebra Model 140XI III Label Printer
467	1	Kern Model AT-510 Automatic Potentiometric Titrator, with (3) Kern Dosers
468	1	Kern Model AT-500N Automatic Potentiometric Titrator, with Kern Doser
469	1	Bellingham & Stanley Model RFM740 Refractometer
470	1	Lot of Laboratory Support Equipment, To Include Glassware, Lab Ovens, Refrigerators, Dispensers, Stainless Steel Shelving, Ultrasonic Cleaner, Room Heaters, Sample Lift, etc
		<b><u>Plant Utilities</u></b>
471	2	Certuss Model Universal 2,000-kgs/Hour Natural Gas Fired Steam Generators, S/N 10777, and S/N 10776, (2002), 30,561 and 31,196 Hours Indicated, 10-Bar Maximum Pressure, Each with Blower, and Shared Water Heater, with Softening System Each Value \$30,000
472	3	Certuss Model Universal 1800 2,000-kgs/Hour Capacity Diesel and Natural Gas Fired Steam Generators, S/N 12160, S/N 12159, and S/N 12158, (2006), 16-Bar Maximum Pressure, Each with Blower, and Shared Certuss Model Batterie 5400 Water Heater, with Water Softening System Each Value \$40,000
473	1	Plant Compressed Air System, To Include

Item #	Qty	
		(1) Atlas Copco Model Airtec ZT290 Rotary Screw Air Compressor, S/N ARP1 64070, (1985), 1,355 Hours Indicated
		(1) Atlas Copco Model ZT90 8-Bar Rotary Screw Air Compressor, S/N AIF38039100, (1996), 7,762 Hours Indicated
		(1) Atlas Copco Model ZT290 8-Bar Rotary Screw Air Compressor, S/N ARP164069, (1985), 5,893 Hours Indicated
		(2) Abbott Vertical Air Receiving Tanks
		(2) Atlas Copco Model FD450 Compressed Air Dryers, S/N 9502224, and S/N 9502225, (1995), 20-Bar Maximum Pressure
474	1	Aqua Chiller, with (3) Estimated 15 hp Pumps, and 15,000 Estimated 3,000-Liter Water Holding Tank
475	1	Gardner-Denver Model WH40H3N-AC 4 55 MPa 125,000 Maximum Pressure Piston-Type Air Compressor, S/N C002628, (2006), with 400-kW Motor @ 750 rpm, Donaldson Model HPD3500W Refrigerated Air Dryer, S/N 06/18861/01, and Sound Enclosure
476	1	Aqua Model TWA 242 B/Z PD/CC/IM Chiller, S/N 160427, 12,500 (2006), 29-Bar Maximum Pressure, with Water Holding Tank, and Associated Pumps, Piping, etc
477	1	KTK Model TWA 362 BIZ/PU/PU/HR Chiller, S/N 7,500 1200892260, (2002), with 28-Bar Maximum Pressure, with Associated Pumps, Piping, etc
		<b><u>Yard</u></b>
478	1	Lots of Tanks, To Include
		(1) 14,000-Liter Diesel Carbon Steel Tank, Double Walled, with Safety Enclosure, and Diesel Pump
		(1) Forbes Co , The 6,000-Liter Nitric Acid Fiberglass Tank
		(1) Forbes Co , The 10,000-Liter Caustic Soda Fiberglass Tank
		(2) 19,130-Liter Glucose Stainless Steel Tanks, Each with Stainless Steel Jacket, Heater, Pumps, and Shared Glucose Pumping Station
		(1) 32,000-Liter Sugar Stainless Steel Tank, with Associated Pumps, Piping, etc
		(1) 32,000-Liter Citric Acid Stainless Steel Tank, with Associated Pumps, Piping, etc
		(1) 160,000-Liter Spring Water Stainless Steel Tank, Rivet Construction, with Associated Pumps, Piping, etc
		(1) 160,000-Liter Raw Water Stainless Steel Tank, Rivet Construction, with Associated Pumps, Piping, etc

Item # Qty

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**Throughout Plant**

478	1	Lot of Factory and Support Equipment, To Include \$ 15,000 Zanotti 20' x 30' Refrigerated Inflatable Tent, with (4) Refrigeration Units, Pallet Jacks, Hand Tools, Cut-Off Saws, Drill Press, Waste Bins, Fire Extinguishers, Chairs, Tables, Office Furniture, Shelving, etc
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**Total Appraised Orderly Liquidation Value -**

**\$ 9,798,950**

**Cott Beverages Ltd. - Aseptic  
Lindred Road  
Lomeshaye Industrial Estate  
Brierfield, Nelson, United Kingdom**

## Schedule 11 to the Debenture

### Initial Receivables Accounts

Name of Account holder	Account Bank	Account number	Currency
Cott Beverages Limited	HSBC Bank plc	400530-42455668	GBP
Cott Beverages Limited	HSBC Bank plc	400530-42506742	GBP
Cott Beverages Limited	HSBC Bank plc	400515-59305454	EUR



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 2836071  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH  
2008 AND CREATED BY COTT BEVERAGES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY AND THE LOAN PARTIES TO JPMORGAN CHASE  
BANK N.A. AS THE SECURITY TRUSTEE FOR THE FINANCE  
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
3 APRIL 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2008**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

LC J