

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHA 116

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

(P)

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

To the Registrar of Companies

For official use Company number

2

2836071

Name of company

* COTT BEVERAGES LIMITED

* Insert full name
of company

I, BRIAN R. MACKIE
of 36 FAIRLAWN PARK, WOKING, GU21 4HT

† Delete as
appropriate

[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~] † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~(full)~~ (part) †

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge ‡ Legal charge dated 17 April 1998

Date of Registration § 3 February 1994

Name and address of [chargee] [trustee for the debenture holders]

LLOYDS BANK

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged * See attached Schedule of Released Assets

* Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 23 BOROUGH STREET,
CASTLE DONINGTON

Declarant to sign below

DERBY
the 9TH day of JUNE
one thousand nine hundred and NINETY NINE
before me *Alan Hill*

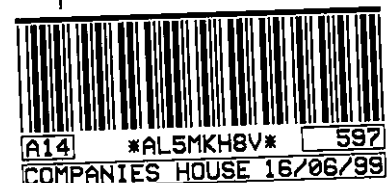
B. Mackie

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name, address and
reference (if any):

Hammond Suddards Solicitors
DX 26441
2 Park Lane
Leeds
LS3 1ES
JJEK/DH

For official use
Mortgage section



THE SCHEDULE

Released Assets

1. Definitions

In this schedule:

"the Business" means the business carried on by the Company at the close of business on the day of completion of the Business Sale Agreement from the Property, being the manufacture, sale and distribution of carbonated soft drinks and dilutables, but to the extent only that such activities relate to supplies to the Included Customers (as defined in such Business Sale Agreement);

"the Business Sale Agreement" means the business sale agreement for the sale of the business and assets of Crystal between (1) Crystal, (2) the Company, (3) Broomco (1819) Limited, (4) Anthony Gavin Scott, (5) Brian Young, and (6) Peter Pound;

"the Included Contracts" means all engagements, contracts and arrangements of Crystal or the Company (including tenders, offers or estimates awaiting acceptance or rejection) entered into with the Included Customers relating to the Business and wholly or partly uncompleted at the close of business on the day of completion of the Business Sale Agreement;

"the Property" means the freehold land and buildings at Wakefield Road/Priory Road, Featherstone, West Yorkshire registered with title absolute at Nottingham (West) District Land Registry under Title Numbers WYK 645134, WYK 645135 and WYK 645136.

2. The assets to be released

- (a) the Business ;
- (b) the benefit subject to the burden of the agreements entered into by Crystal or the Company for the supply and maintenance of services in connection with the Property and the Business;
- (c) the benefit subject to the burden of the Included Contracts;
- (d) all payments (if any) which have been made to Crystal or the Company and which are referable to or belong to the Included Customers of the Business and which have been paid as deposits for, or advance or instalment payments in relation to any Included Contract;
- (e) the fixtures and fittings (other than plant and equipment) furniture, utensils, implements, chattels and equipment situated at the Property or Ackworth belonging to Crystal or the Company used in connection with the Business;
- (f) all intangible assets and choses in action of Crystal or the Company not otherwise specifically identified herein relating to the Business including (without limitation) all of Crystal's or the Company's rights against manufacturers and suppliers (including all rights in connection with such manufacturers' and suppliers' warranties and any liens in connection with the Business);

- (g) the goodwill of Crystal or the Company in connection with and concerning the Business, together with the exclusive right for Broomco (1819) Limited to use the name "Crystal Drinks" and to represent itself as carrying on the Business in succession to Crystal;
- (h) all the intellectual property rights which are owned or used by Crystal or the Company and which are exclusively required for the carrying out of the Business;
- (i) the benefit subject to the burden of the leasing, lease purchase, hire purchase agreements entered into by Crystal or the Company and in respect of certain plant and equipment used exclusively in connection with the Business detailed at (j) below;
- (j) the plant, machinery, motor cars (to the extent that such motor cars relate to the employees of the Business), tools and equipment (excluding the dilutes line) and computer equipment (other than the computer software licences granted by Cott Corporation to Crystal Drinks Limited) owned or leased by Crystal or the Company exclusively in connection with the Business;
- (k) the Property; and
- (l) the stock in trade owned by Crystal or the Company of the Business at the close of business on the day of completion of the Business Sale Agreement including raw materials, work in progress, consumables, finished goods, packaging or promotional material and engineering spares and stores.