

# M

Please do not  
write in  
this margin

CHA 116

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

\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

11121

2836071

Name of company

\* Cott Beverages Limited

Date of creation of the charge

17th April 1998

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

Legal Mortgage ("Legal Mortgage") made between Cott Beverages Limited ("the Chargor") and Lloyds Bank Plc ("the Bank")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities (actual or contingent) of whatever nature which are or may become due owing or incurred by the Chargor to the Bank pursuant to the Credit Agreement dated 20th November 1997 and made between the Chargor and the Bank

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

Lloyds Bank Plc, PO Box 787, 6-8 Eastcheap, London

Postcode

EC3M 1LL

Presentor's name address and  
reference (if any);

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

DX: 145 London  
SLD/AMR/JXC/090633/PY368873

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*KXA0H5RS\* 1790  
COMPANIES HOUSE 29/04/98

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee, as security for the obligations owed to the Bank:

- (1) Charges by way of legal mortgage all estates and interests in the property described in the schedule below ("the Property") and all buildings fixtures and erections on the Property at the Acquisition Date (as defined below) and any improvements on the Property, and any such building fixture or erection;
- (2) Charges and assigns by way of security the benefit of all licences, agreements, covenants and rights affecting or concerning the Property at the Acquisition Date;
- (3) Charges and assigns by way of security the Chargor's interest in every insurance policy existing at the Acquisition Date or any extension or renewal thereof effected in respect of (and including income from) the Property under or in respect of the same;
- (4) Charges by way of fixed charge goodwill of any trade or business from time to time undertaken by the Chargor on or from the Property; and

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Wade Sapre*

Date 28th April 1998

On behalf of [company] [mortgagee/chargee] †

† delete as  
appropriate

- 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) Charges by way of floating security all moveable plant, machinery, equipment, implements, utensils, building materials, furniture and other items belonging to the Chargor placed on or used in or about the Property and existing at the Acquisition Date

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

Notes:

The Chargor covenants in the Legal Mortgage:

(1) To not create or permit to subsist any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, preferential right or trust arrangement for the purpose of granting security or other interest of any kind whatsoever; and

(2) To not sell, transfer, assign, lease, declare a trust of, grant any right or rights over or otherwise dispose of the Property without the prior consent of the Bank

SCHEDULE

Legally Mortgaged Properties

1. All that freehold property known as land lying to the north side of Ley, Kegworth, Leicestershire registered at HM Land Registry under title numbers LT231610, LT165744 and LT152600

2. All that freehold property known as:

(a) land and buildings known as 66 Wilne Road, Sawley, Long Eaton registered at HM Land Registry under title number DY76425

(b) land and buildings known as Netherfield Farm, Wilne Road, Sawley, Long Eaton registered at HM Land Registry under title number DY41850

(c) land fronting Wilne Avenue, Sawley, Long Eaton more particularly demised by a Conveyance dated 20th June 1966 between H A Newsum Esq and Another (1) and Carters Gold Medal Soft Drinks Limited (2)

(d) land and buildings at 2, 4, 6 and 8 Wilne Avenue, Sawley, Long Eaton more particularly demised by a Conveyance dated 11th December 1968 made between Edgar Alfred Matthews and Robert Keith Turton (1) and Carters Gold Medal Soft Drinks Limited (2)

(e) 1, 3 and 5 Church Avenue and 364 Tamworth Road, Sawley, Long Eaton more particularly demised by a Conveyance dated 1st September 1953 made between Albert J Marmont (1) and E Carter and Company Limited (2)

(f) 60, 62 and 64 Wilne Road, Sawley more particularly demised by a Conveyance dated 28th September 1953 made between Albert J Marmont (1) and E Carter and Company Limited (2)

(g) 366 Tamworth Road, Sawley, Long Eaton more particularly demised by a Conveyance dated 1st July 1948 made between A J Marmont Esq (1) and E Carter & Company Limited (2)

3. All that leasehold property known as land at Wakefield Road, Priory Lane, Featherstone more particularly described in a lease dated 26th November 1998 and made between Crystal Drinks Limited (1) and Cott UK Limited (2)

DEFINITIONS

"Acquisition Date" means 20th November 1997

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02836071

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 17th APRIL 1998 AND CREATED BY COTT BEVERAGES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC PURSUANT TO THE CREDIT AGREEMENT DATED 20TH NOVEMBER 1997 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MAY 1998.

A handwritten signature in cursive script, appearing to read 'A. Wilson'.

for the Registrar of Companies



C O M P A N I E S H O U S E

*Mc  
11/5  
Dm*