



Registration of a Charge

Company name: **AIMIA FOODS GROUP LIMITED**

Company number: **05202201**



X90FCIO9

Received for Electronic Filing: **09/03/2020**

Details of Charge

Date of creation: **06/03/2020**

Charge code: **0520 2201 0006**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5202201

Charge code: 0520 2201 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2020 and created by AIMIA FOODS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2020 .

Given at Companies House, Cardiff on 10th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 6 March 2020

**THE MORTGAGORS (as defined therein)
(as Mortgagors)**

**BANK OF AMERICA, N.A.
(as Collateral Agent)**

MORTGAGE OVER SHARES

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Norbon Rose Fulbright LLP
Sign & Dated 09/03/2020

Table of Contents

1.	Definitions and Interpretation.....	1
	Specific Definitions	1
	General Definitions.....	2
	Construction.....	2
	Third Party Rights.....	4
2.	Covenant to Pay.....	4
	Covenant to Pay	4
	Interest	4
3.	Security.....	4
4.	Representations and Warranties.....	4
5.	Covenants	5
	The Investments.....	5
	Exercise of Voting Rights by Collateral Agent and Dividend Entitlement.....	6
	Calls and Other Obligations in respect of Securities	7
	Other Covenants	7
6.	Further Assurance	7
7.	Discretions and Delegation	7
	Discretion.....	8
	Delegation.....	8
8.	Power of Attorney.....	8
9.	Powers of Mortgagees	8
10.	Powers to Lend, Borrow and Charge	9
11.	Protection of Purchasers	9
	Consideration.....	9
	Protection of Third Parties.....	10
12.	Application of Proceeds.....	10
	Order of Application.....	10
	Suspense Account	10
	New Accounts.....	11
	Currency Conversion	11
	Certificate	11
13.	Liability	11
14.	Limitations on Responsibility of Collateral Agent	12
15.	Collateral Agent's Declaration	12
16.	Effectiveness of Security	13
	Continuing Security	13
	Cumulative Rights	13
	Reinstatement	13

Waiver of Defences	13
Mortgagor Intent	14
Immediate Recourse	14
Non-competition	14
Security held by Mortgagors.....	15
17. Payments.....	15
Manner of Payments	15
Payments Free of Deduction.....	15
18. Expenses, Stamp Taxes and Indemnities	15
Expenses	16
Stamp Taxes.....	16
General Indemnity	16
Currency Indemnity	16
Value Added Tax.....	17
19. Assignment	17
20. Partial Invalidity	17
21. Remedies and Waivers.....	17
22. Notices	17
23. Counterparts.....	17
24. Redemption of Security	18
25. Governing Law	18
26. Enforcement.....	18
Jurisdiction.....	18
Service of Process.....	18
Waiver of Immunity.....	19
Schedule 1	20
Schedule 2.....	22
Execution Page.....	23

THIS MORTGAGE is made on the

6 March 2020

BETWEEN:

- (1) **BANK OF AMERICA, N.A.** as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) on the terms and conditions set out in this Deed and in the Credit Agreement (as defined below) (in such capacity, the "**Collateral Agent**"); and
- (2) **THE COMPANIES** specified in Schedule 1, Part 1 (*The Mortgagors*) as mortgagors (the "**Mortgagors**").

WHEREAS:

- (A) The Mortgagors enter into this Deed in connection with a credit agreement dated on or around the date of this Deed (the "**Credit Agreement**") and made between, amongst others, Primo Water Corporation, a corporation incorporated under the laws of Canada, Cott Holdings, Inc., a Delaware corporation and Eden Springs Nederland B.V., a private limited company incorporated under the laws of the Netherlands, having its corporate seat in Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 27198876, as Borrowers, Bank of America, N.A., as Administrative Agent and Collateral Agent and each lender from time to time party thereto (the "**Credit Agreement**").
- (B) The Board of Directors of each Mortgagor, having regard to the benefits accruing to each Mortgagor from its (or any company which is its holding company's) participation in the Credit Agreement and receipt of the facilities to be made available thereunder, and to the expectation that the Borrowers under the Credit Agreement will be able to meet their liabilities under the same as they fall due without the need for the security constituted by this Deed to be enforced, is satisfied that the giving of the guarantees and security contained or provided for in this Deed is in the interests of each Mortgagor and has passed a resolution to that effect.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

Specific Definitions

- 1.1 Terms defined in the Credit Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition the following words and expressions shall have the following meanings:

"**Company**" means each of the companies incorporated in England and Wales listed at Schedule 1, Part 2 (The Companies).

"**Delegate**": means any person appointed by the Collateral Agent or any Receiver pursuant to Clause 7.2 (*Delegation*) and any person appointed as attorney of the Collateral Agent and/or any Receiver or Delegate;

"**Derivative Assets**": means all assets deriving from any of the Securities including all allotments, accretions, offers, rights, dividends (including any credits, rebates or refunds in respect of any taxes, duties, imposts or charges imposed upon the same at any time and from time to time), interest or other distribution (whether in cash in specie or of a capital or income nature), income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof;

“Expenses”: all costs (including legal fees), charges, expenses and damages sustained or incurred by the Collateral Agent or any Receiver or Delegate at any time in connection with the Security Assets or the Secured Obligations 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 the Mortgagor under the terms of this Deed) or by law in each case on a full indemnity basis;

“Holding Company”: means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

“Investments”: means the Securities and the Derivative Assets;

“Foreign Mortgagors”: means the Canadian Mortgagor and the Dutch Mortgagor (each as described in Schedule 1, Part 1 (*The Mortgagors*));

“Receiver”: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Investments;

“Secured Obligations”: means all Obligations.

“Securities”: means all shares and stocks owned by a Mortgagor in a Company (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests of a Mortgagor both present and future in the Capital Stock a Company, details of which appear in Schedule 2 (*Securities*), and any benefit, entitlement or interest to, in or in relation to any such Securities;

“Security Assets”: all the assets of the Mortgagors which from time to time are the subject of any security created or expressed to be created in favour of the Collateral Agent by or pursuant to this Deed; and

“Subsidiary”: means a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

General Definitions

1.2 Any reference in this Deed to:

- 1.2.1 the **“Collateral Agent”**, the **“Mortgagors”** or the **“Secured Parties”** shall be construed so as to include its successors, permitted transferees and permitted assigns, whether immediate or derivative;
- 1.2.2 the **“assets”** of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person;
- 1.2.3 a **“Clause”** or a **“Schedule”** is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed; and
- 1.2.4 a **“person”** shall include any person, firm, company, partnership, corporation or unincorporated body of persons or any state or government or any agency or delegate of them.

Construction

1.3 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:

- 1.3.1 the benefit of any covenants for title given or entered into by any predecessor in title of each Mortgagor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset; and
 - 1.3.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset.
- 1.4 It is intended that this document shall take effect as and be a deed of the Mortgagors notwithstanding the fact that the Collateral Agent may not execute this document as a deed.
- 1.5 Any reference in this Deed to any Loan Document or any other agreement or other document shall be construed as a reference to that Loan Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
 - 1.5.1 there is an increase or decrease in any facility made available under that Loan Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.5.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.5.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.5.4 the identity of the parties is changed;
 - 1.5.5 the identity of the providers of any security is changed;
 - 1.5.6 there is an increased or additional liability on the part of any person; or
 - 1.5.7 a new agreement is effectively created or deemed to be created.
- 1.6 Any reference in this Deed to "**this Deed**" shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as the same may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned.
- 1.7 References in this Deed to laws, statutes or statutory provisions shall be construed as referring to such laws, statutes or statutory provisions as respectively replaced, amended, extended, consolidated or re-enacted from time to time and shall include any order, regulation, instrument or other subordinate legislation made under the relevant law, statute or statutory provision.
- 1.8 If the Collateral Agent considers that an amount paid by a Mortgagor under a Loan Document or this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of such Mortgagor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.9 The table of contents and headings in this Deed are inserted for convenience only and have no legal effect.
- 1.10 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.11 Any change in the constitution of any of the parties to this Deed or their absorption of or amalgamation with any other person or the acquisition of all or part of their undertaking by any other person shall not in any way prejudice or affect their rights under this Deed.

- 1.12 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.

Third Party Rights

- 1.13 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. Covenant to Pay

Covenant to Pay

- 2.1 Each Mortgagor covenants with the Collateral Agent (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Obligations as and when the same fall due for payment, performance or discharge in accordance with the terms of the Loan Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 Each Mortgagor covenants with the Collateral Agent to pay interest on any amounts due under Clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the respective Mortgagor) at the rate and in the manner specified in section 2.08(b) of the Credit Agreement, provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. Security

Each Mortgagor with full title guarantee and without the benefit of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 and to the intent that the security hereby created shall rank as a continuing security for all the respective liabilities and obligations described in Clause 2 (*Covenant to Pay*) hereby charges and agrees to mortgage by way of equitable mortgage to the Collateral Agent (as trustee for the Secured Parties) the Investments.

4. Representations and Warranties

Each Mortgagor represents and warrants that on the date of this Deed with reference to the facts and circumstances then existing:

- 4.1 It is the sole, absolute and beneficial owner of the Securities specified in Schedule 2 (*Securities*) and of all other Investments owned by it as at the date of this Deed, free and clear from any Lien other than under or pursuant to the Credit Agreement or this Deed;
- 4.2 It has not disposed of any interest in, or granted any rights (whether of pre-emption or otherwise) over, any of the Investments other than under or pursuant to the Credit Agreement or this Deed nor agreed to do any of the same;
- 4.3 None of the Investments is the subject of any claim, assertion, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the ownership of the Investments by such Mortgagor and the Investments are and will be fully paid up other than under or pursuant to the Credit Agreement or this Deed; and

- 4.4 It has not registered one or more “**establishments**” (as that term is defined in Part 1 of the Overseas Companies Regulations 2009) with the Registrar of Companies or, if it has so registered, it has provided to the Collateral Agent sufficient details to enable an accurate search against it to be undertaken by the Collateral Agent at the Companies Registration Office.

5. **Covenants**

The Investments

- 5.1 Each Mortgagor covenants with the Collateral Agent that it will:

- 5.1.1 within 5 (five) days after execution of this Deed and as soon as practicable following its acquisition of any Investment, deposit or procure the deposit with the Collateral Agent and permit the Collateral Agent to hold and retain all stock and share certificates and documents of title relating to each of the Investments at such time;
- 5.1.2 forthwith upon execution of this Deed (in relation to the Investments included in the Securities details of which appear in Schedule 2 (Securities)) and as soon as practicable following its acquisition of any Investment and at any other time upon request by the Collateral Agent, promptly deliver to the Collateral Agent such instruments of transfer (with the name of the transferee, the consideration and the date left blank but otherwise duly completed and executed) and any other documents as the Collateral Agent may from time to time reasonably require for perfecting its title to any of the Investments or for vesting or enabling it to vest the same in itself or any of its nominees or in any purchaser provided that in the event of any transfer being effected, neither the Collateral Agent nor any of its nominees shall be liable for any loss occasioned by any exercise or non- exercise of rights attached to the Investments or by any failure to report to such Mortgagor any notice or other communication received in respect of the Investments;
- 5.1.3 ensure that the Investments are at all times free from any restriction on transfer (whether under any relevant constitutive documents or otherwise) by the Collateral Agent or its nominees to perfect or enforce the security constituted or intended to be constituted by this Deed and procure that the board of directors of each relevant Company approves any transfer of any or all of the Investments desired to be made by the Collateral Agent in the exercise of the rights, powers and remedies conferred upon it by this Deed or by law;
- 5.1.4 upon the accrual, offer or issue of any Derivative Assets (apart from dividends, interest payments or other payments of money forming part of the Investments) which have not accrued or been offered or issued to the Collateral Agent or its nominees as registered holder of the Investments to which those Derivative Assets relate, deliver to the Collateral Agent (or procure the delivery to the Collateral Agent of) all such Derivative Assets and any certificates and other documents of title to or representing the same together with each of the documents required to be duly executed, completed and delivered under Clause 5.1.2;
- 5.1.5 duly and promptly pay or procure the payment of all calls, instalments and other payments in respect of any of the Investments provided that if it defaults in making or procuring any such payment the Collateral Agent may (but shall not be obliged to) pay such amounts on behalf of the such Mortgagor and shall be reimbursed by the such Mortgagor forthwith on demand;

- 5.1.6 not create or purport to create or permit to subsist any Lien on or over any of the Investments or any interest in the Investments (other than to the Collateral Agent or a nominee of the Collateral Agent);
- 5.1.7 not sell, transfer, assign, lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, any of the Investments or any interest in the Investments or attempt or agree to do so (other than to the Collateral Agent or a nominee of the Collateral Agent).

Exercise of Voting Rights by Collateral Agent and Dividend Entitlement

- 5.2 At any time prior to the occurrence of an Event of Default which is continuing:
 - 5.2.1 each Mortgagor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Collateral Agent (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, provided that each Mortgagor shall not exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Credit Agreement or would, in the reasonable opinion of the Collateral Agent, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
 - 5.2.2 each Mortgagor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Collateral Agent (or its nominee(s)), the Collateral Agent will hold all such dividends, interest and other moneys received by it for the account of the Mortgagors and will pay such dividends to the Mortgagors (or, where relevant, such Mortgagor) promptly on request.
- 5.3 At any time after the occurrence of an Event of Default and while the same is continuing, the Collateral Agent may at its discretion (in the name of the Mortgagors or otherwise and without any further consent or authority from the Mortgagors):
 - 5.3.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
 - 5.3.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 12.1 (*Order of Application*) and, if any of the same are paid or payable to any Mortgagor, the Mortgagors shall hold all such dividends, interest and other moneys on trust for the Collateral Agent (as trustee for the Secured Parties) and pay the same immediately to the Collateral Agent or as it may direct to be applied in accordance with Clause 12.1;
 - 5.3.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Collateral Agent (or its nominee(s)); and
 - 5.3.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in this Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, provided that the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise

of any other power of investment (however conferred) by the Collateral Agent (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

- 5.4 Each Mortgagor shall promptly pay all calls and other payments which may become due and payable in respect of all or any part of the Securities and, if any Mortgagor fails to do so, the Collateral Agent may elect (but shall not be obliged) to make such payments on behalf of such Mortgagor. Any sums so paid by the Collateral Agent shall be reimbursed by the Mortgagors to the Collateral Agent on demand and shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Collateral Agent until reimbursed (after as well as before any judgment).
- 5.5 Each Mortgagor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 5.6 Neither the Collateral Agent nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 5.7 Each Mortgagor shall copy to the Collateral Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if any Mortgagor fails to do so, the Collateral Agent may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) the Mortgagors.

Other Covenants

- 5.8 Each Mortgagor covenants with the Collateral Agent that it will not do or cause or permit to be done anything which could reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice the value of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

6. Further Assurance

- 6.1 Each Mortgagor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent or any Receiver may reasonably specify (and in such form as the Collateral Agent or any Receiver may reasonably require in favour of the Collateral Agent or its nominee(s)) to:
- 6.1.1 perfect the security created or intended to be created in respect of the Security Assets (which may include the execution by the Mortgagors of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Security Assets);
- 6.1.2 facilitate the exercise of any rights, powers and remedies of the Collateral Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law; and/or
- 6.1.3 facilitate the realisation of the assets which form part of, or are intended to form part of, the Security Assets.

7. Discretions and Delegation

Discretion

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

Delegation

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

8. Power of Attorney

- 8.1 Each Mortgagor, by way of security, irrevocably appoints the Collateral Agent, every Receiver and every Delegate severally and independently to be its attorney and in its name and on its behalf and as its act and deed:
- 8.1.1 to execute, deliver, perfect and complete any transfers or other documents which the Collateral Agent may require for perfecting its title to or for vesting the Security Assets in the Collateral Agent or its nominees or in any purchaser and to make any alteration or addition to the Investments comprised therein or any other alteration or addition thereto and to re-deliver the same thereafter;
- 8.1.2 otherwise generally to sign, seal and deliver and otherwise perfect any such transfers or other documents and any such legal or other mortgages, charges or assignments over the Investments required by the Collateral Agent and all such deeds and documents; and
- 8.1.3 to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale or other disposition, realisation or getting in by the Collateral Agent or its nominees of the Investments.
- 8.2 Each Mortgagor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 8.1.

9. Powers of Mortgagees

- 9.1 At any time that an Event of Default has occurred and is continuing or if requested by the Mortgagors:
- 9.1.1 the Collateral Agent and any nominee of the Collateral Agent wheresoever situated may without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925 in respect of all or any of the Investments exercise all the powers or rights which may be exercisable by the registered holder of the Investments and all other powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended;

- 9.1.2 any Derivative Assets which may be received or receivable by the Collateral Agent or by any nominee in respect of any of the Investments may be applied by the Collateral Agent as though they were proceeds of sale; and
- 9.1.3 the Collateral Agent and its nominees at the discretion of the Collateral Agent may exercise in the name of the Mortgagors or otherwise and without any further consent or authority on the part of the Mortgagors in respect of the Investments any voting rights and may in addition to any other power created hereunder exercise all the powers arising under the general power of investment set out in Section 3 of the Trustee Act 2000 except as otherwise expressly provided for in this Deed but provided that the duty of care set out in Section 1 (1) of the Trustee Act 2000 shall not apply to any such exercise of any other power of investment (however conferred) by the Collateral Agent or any such nominee in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name the Investments are registered or by the bearer thereof.
- 9.2 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Collateral Agent pursuant hereto.
- 9.3 In exercising the powers referred to in Clause 9.1, the Investments or any part thereof may be sold or disposed of at such times in such manner and generally on such terms and conditions and for such consideration as the Collateral Agent may think fit. Any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Collateral Agent shall think fit. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Collateral Agent to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10. Powers to Lend, Borrow and Charge

- 10.1 The Collateral Agent may, at any time that an Event of Default has occurred and is continuing, advance, raise or borrow money on the security of the Investments or any part thereof for the purpose of defraying any costs, charges, losses and expenses which shall be paid or incurred by it in relation to this Deed or which the Collateral Agent anticipates may be paid or incurred in the exercise of the powers, authorities and discretions vested in them and the Collateral Agent may advance, raise and borrow such moneys at such rates of interest and generally on such terms and conditions as they shall reasonably think fit.
- 10.2 The Collateral Agent may secure the repayment of any moneys advanced, raised or borrowed in pursuance of the powers contained in this Deed with interest on the same by mortgaging, sub-mortgaging, or otherwise charging the Investments or any part thereof or this Deed and either in priority to the security constituted by this Deed or otherwise and by transferring any mortgage or sub-mortgage and generally in such manner and form as the Collateral Agent shall think fit and for the purposes aforesaid may execute and do all such assurances, deeds, acts and things as it shall think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any moneys so raised or borrowed.

11. Protection of Purchasers

Consideration

- 11.1 The receipt of the Collateral Agent or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Investments

(including a disposal by a Receiver or Delegate to any subsidiary of the Mortgagor) or in making any acquisition in the exercise of their respective powers, the Collateral Agent, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 11.2 No person (including a purchaser) dealing with the Collateral Agent, any Receiver or any Delegate shall be bound to enquire:
- 11.2.1 whether the Secured Obligations have become payable; or
 - 11.2.2 whether any power which the Collateral Agent or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
 - 11.2.3 whether any money remains due under the Loan Documents; or
 - 11.2.4 how any money paid to the Collateral Agent or to any Receiver or Delegate is to be applied,
 - 11.2.5 or shall be concerned with any propriety, regularity or purpose on the part of the Collateral Agent or any Receiver or Delegate in such dealings or in the exercise of any such power.

12. Application of Proceeds

Order of Application

- 12.1 All moneys received or recovered by the Collateral Agent, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order of priority (but without prejudice to the right of the Collateral Agent to recover any shortfall from the Mortgagor):
- 12.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 12.1.2 in or towards payment of all other Expenses;
 - 12.1.3 in payment to the Administrative Agent for application or towards payment of all other Secured Obligations or such part of them as is then due and payable to the Secured Parties in accordance with the order of application set out in Section 8.04 of the Credit Agreement (notwithstanding any purported appropriation by any Mortgagor); and
 - 12.1.4 in payment of the surplus (if any) to the Mortgagors or other person entitled to it.

Suspense Account

- 12.2 Until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Collateral Agent may:
- 12.2.1 without affecting the liability of the Mortgagors under this Deed:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of the Secured Obligations; or
- (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Mortgagors shall not be entitled to direct the appropriation of any such moneys, security or rights or to enjoy the benefit of the same; and/or

12.2.2 hold in a suspense account any moneys received from the Mortgagors or on account of the Mortgagors' liability in respect of the Secured Obligations.

12.3 Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Collateral Agent to be a fair market rate.

New Accounts

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

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

Currency Conversion

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

Certificate

12.7 Any certificate signed by an officer of the Collateral Agent as to the amount at any time owing under any Loan Document shall, in the absence of manifest error, be conclusive and binding upon the Mortgagors.

13. Liability

Neither the Collateral Agent nor any Receiver or Delegate shall in any circumstances (either by reason of taking possession of the Investments or any part thereof or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Mortgagors for anything except actual receipts or be liable to the Mortgagors for any costs,

charges, losses, liabilities or expenses arising from any realisation of the Investments or any part thereof or from any act, default or omission of the Collateral Agent, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Investments or any part thereof (including without limitation, any neglect or failure to present any interest coupon or any bond or stock drawn for repayment) or in relation to any such realisation or from any exercise or non-exercise by the Collateral Agent, any Receiver, any Delegate or any of their respective officers, agents or employees of any power, authority or discretion conferred upon it or them in relation to the Investments or any part thereof by or pursuant to this Deed or by the Law of Property Act 1925 or from any failure to pay any call or instalment or to accept any offer or to notify the Mortgagors of any such matter or for any negligence or default by its nominees or correspondents or for any other loss of any nature whatsoever in connection with the Investments.

14. Limitations on Responsibility of Collateral Agent

- 14.1 Except as otherwise provided in this Deed, the Collateral Agent shall have no duty to the Mortgagors or to the holders of the Secured Obligations as to any of the Investments in its possession or control, or in the possession or control of any agent or nominee of the Collateral Agent, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, except the duty to accord such Investments the same care that it normally accords to its own assets and the duty to account for moneys received by it.
- 14.2 Neither the Collateral Agent nor any of its officers, directors, employees or agents shall be liable for failure to demand, collect or realise upon any of the Investments or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any of the Investments upon the request of the Mortgagors or any other person or to take any other action whatsoever with regard to the Investments or any of them.
- 14.3 The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interests in the Investments and shall not impose any duty upon the Collateral Agent to exercise any such powers except as otherwise provided in this Deed or in the Credit Agreement. The Collateral Agent shall not, and neither shall any of its officers, directors, employees or agents be responsible to the Mortgagors for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.
- 14.4 The Collateral Agent may execute any of the powers granted under this Deed and perform any duty hereunder either directly or by or through agents or attorneys-in-fact, and shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it without gross negligence or wilful misconduct.

15. Collateral Agent's Declaration

- 15.1 The Collateral Agent hereby declares itself trustee of the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Collateral Agent or to its order or held by the Collateral Agent or its nominee(s) or received or recovered by the Collateral Agent or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for itself and each of the other Secured Parties absolutely pro rata (save as may otherwise be agreed between the Collateral Agent and the other Secured Parties from time to time) to the moneys, obligations and liabilities of the Mortgagors owed to all the Secured Parties (including the Collateral Agent) from time to time secured by this Deed.

15.2 All moneys received by the Collateral Agent or any Receiver or Delegate shall be held by it upon trust for the Collateral Agent and the other Secured Parties according to their respective interests to apply the same in the order specified in Clause 12.1 (*Order of Application*).

15.3 The trusts in this Deed shall remain in force until the expiration of a period of 125 years from the Closing Date.

16. Effectiveness of Security

Continuing Security

16.1 The security constituted by this Deed shall remain in full force and effect as a continuing security, unless and until discharged by the Collateral Agent, and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

16.2 The security constituted by this Deed and all rights, powers and remedies of the Collateral Agent provided by or pursuant to this Deed or by law shall be cumulative, in addition to and independent of any other guarantee or security which the Collateral Agent may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law.

Reinstatement

16.3 Where any discharge, whether in respect of the obligations of the Mortgagors or any security for those obligations or otherwise, is given or any arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise, the liability of the Mortgagors under this Deed shall continue as if the discharge or arrangement had not occurred.

16.4 The Collateral Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

Waiver of Defences

16.5 Neither the obligations of the Mortgagors under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Collateral Agent provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this Clause 16.5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Collateral Agent or any other Secured Party) including:

16.5.1 any time, waiver or consent granted to, or composition with, any person;

16.5.2 the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group;

16.5.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- 16.5.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, any person;
- 16.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Loan Document or any other document or Lien including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any Loan Document or other document or Lien;
- 16.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- 16.5.7 any insolvency or similar proceedings.

Mortgagor Intent

- 16.6 Without prejudice to the generality of Clause 16.5 (*Waiver of Defences*), each Mortgagor expressly confirms that it intends that the security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any facility or amount made available under any of the Loan Documents and/or any of the Loan Documents including, without limitation, any of the same which are for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; and/or any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, together with any fees, costs and/or expenses associated with any of the foregoing.

Immediate Recourse

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

Non-competition

- 16.8 Until the Secured Obligations, and all amounts which may be or become due and payable in respect of the Secured Obligations, have been irrevocably paid, performed or discharged in full, the Mortgagors shall not, after a claim has been made against the Mortgagors under this Deed or by virtue of any payment, performance or discharge by it of its obligations under this Deed:
 - 16.8.1 be entitled to any right of contribution or indemnity from any person in respect of any payment made or moneys received on account of its liability under this Deed;
 - 16.8.2 be subrogated to any rights, security or moneys held, received or receivable by the Collateral Agent or any of the other Secured Parties under this Deed or any other Loan Document or any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Collateral Agent or any other Secured Party;

- 16.8.3 claim, rank, prove or vote as a creditor of any Borrower or any Loan Party or in their respective estates in competition with any of the Secured Parties unless the Collateral Agent so directs in which case it shall; or
- 16.8.4 receive, claim or have the benefit of any payment, right, distribution or security from or on account of, or exercise any right of set-off as against, any Borrower or Loan Party, unless the Collateral Agent so directs in which case it shall.
- 16.9 The rights of the Collateral Agent and/or any of the other Secured Parties under Clause 16.8 above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.
- 16.10 If any Mortgagor receives any benefit, payment or distribution in relation to any rights referred to in Clause 16.8 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Obligations, and all amounts which may be or become due and payable in respect of the Secured Obligations, to be repaid in full on trust for the Collateral Agent (as trustee for the Secured Parties) and shall promptly pay or transfer the same to the Collateral Agent or as the Collateral Agent may direct for application in accordance with Clause 12.1 (*Order of Application*).
- 16.11 Each Mortgagor shall hold in trust for and promptly pay or transfer to the Collateral Agent (as trustee for the Secured Parties) any payment or distribution or security received by it either contrary to Clause 8 above or as a result of a direction of the Collateral Agent given under that Clause. If any Mortgagor exercises any right of set-off contrary to Clause 16.8.4, such Mortgagor will immediately pay an amount equal to the amount set off to the Collateral Agent (as trustee for the Secured Parties).

Security held by Mortgagors

- 16.12 Each Mortgagor shall not hold any security from any other person in respect of its liability under this Deed. Each Mortgagor shall hold any security held by it in breach of this Clause 1 on trust for the Collateral Agent (as trustee for the Secured Parties).

17. Payments

Manner of Payments

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

Payments Free of Deduction

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

18. Expenses, Stamp Taxes and Indemnities

Expenses

- 18.1 Each Mortgagor will within 3 (three) Business Days on demand pay to the Collateral Agent the amount of all reasonable costs and expenses (including legal fees) incurred by it or any Receiver or Delegate in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed and any amendment, waiver, consent or suspension of rights (or any proposal for any of the foregoing) requested by or on behalf of such Mortgagor and relating to this Deed.
- 18.2 Each Mortgagor will immediately on demand pay to the Collateral Agent the amount of all costs and expenses (including legal fees) incurred by it or any Receiver or Delegate in connection with the enforcement of, or the defence, protection and/or preservation of, the security constituted by this Deed or any of the rights, powers and remedies of the Collateral Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law.

Stamp Taxes

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

General Indemnity

- 18.4 Each Mortgagor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, indemnify the Collateral Agent 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:
- 18.4.1 any default or delay by any Mortgagor in the performance of any of their obligations in this Deed;
 - 18.4.2 the taking, holding, protection or enforcement of the security constituted by this Deed; and
 - 18.4.3 the exercise of any of the rights, powers, discretions and remedies vested in the Collateral Agent and each Receiver and Delegate by this Deed or by law in respect of the Investments,

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

Currency Indemnity

- 18.5 If any sum (a "Sum") owing by the Mortgagors under this Deed or any order or judgment given or made in relation to this Deed has to be converted from the currency (the "First Currency") in which such Sum is payable into another currency (the "Second Currency") for the purpose of:
- 18.5.1 making or filing a claim or proof against the Mortgagors;
 - 18.5.2 obtaining an order or judgment or decree in any court or other tribunal;

18.5.3 enforcing any order or judgment or decree given or made in relation to this Deed;
or

18.5.4 applying the Sum in satisfaction of any of the Secured Obligations,

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

Value Added Tax

18.6 Any cost or expense referred to in this Clause 18 is exclusive of any value added tax or any other tax which might be chargeable in connection with that cost or expense. If any value added tax or other tax is so chargeable, it shall be paid by the Mortgagors at the same time as it pays the relevant cost or expense.

19. Assignment

The Collateral Agent may assign, charge or transfer all or any of its rights under this Deed without the consent of the Mortgagors.

20. Partial Invalidity

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

21. Remedies and Waivers

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

21.2 Any waiver or consent by the Collateral Agent under this Deed must be in writing and may be given subject to any conditions thought fit by the Collateral Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

22. Notices

22.1 The provisions of section 10.02 of the Credit Agreement shall apply to this Deed as if set out herein.

23. Counterparts

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

24. Redemption of Security

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

24.2 This Clause 24 (*Redemption of security*) is without prejudice to Clauses 16.3 and 16.4 (*Reinstatement*).

25. Governing Law

25.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted and construed in accordance with the law of England and Wales.

26. Enforcement

Jurisdiction

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

26.2 Each Mortgagor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and therefore shall have exclusive jurisdiction over any Dispute arising out of or in connection with this Deed. Accordingly the Mortgagors will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

26.3 Clauses 26.1 and 26.2 above are for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

26.4 Without prejudice to Clauses 26.1 and 26.2 above, each Mortgagor further agrees that proceedings relating to a Dispute may be brought in any U.S. Federal or New York State court sitting in the Borough of Manhattan, New York, New York, United States of America and irrevocably submits to the jurisdiction of such courts.

Service of Process

26.5 Without prejudice to any other mode of service allowed under any relevant law, the Foreign Mortgagors each:

26.5.1 irrevocably appoints Aimia Foods Limited, whose address for service is Penny Lane, Haydock, Merseyside, WA11 0QZ, as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed;

26.5.2 agrees that if, for any reason, the appointment of any process agent appointed by the Foreign Mortgagors in or in accordance with this Clause 26.5 ceases to be

effective, the relevant Foreign Mortgagor will immediately appoint a substitute process agent with an address for service in England and Wales, notify the Collateral Agent of such appointment and of such substitute process agent's address for service and deliver to the Collateral Agent evidence, in form and substance satisfactory to the Collateral Agent, that such substitute process agent has accepted its appointment. Failing this, the Collateral Agent may appoint another process agent for this purpose;

26.5.3 agrees that process will be effectively served on it if served upon the address for service specified in Clause 26.5.1 above of the process agent specified in that Clause or, if there has been a change in the address for service of that process agent, upon the last address for service notified to the Collateral Agent of that process agent or, if any Foreign Mortgagor has appointed a substitute process agent in accordance with Clause 26.5.2 above, upon the last address for service notified to the Collateral Agent of the last substitute process agent so appointed (and in respect of which notice of such appointment has been given to the Collateral Agent in accordance with Clause 26.5.2 above) notwithstanding that such process agent or substitute process agent is no longer found at such address or has ceased to act or exist; and

26.5.4 agrees that failure by a process agent to notify the relevant Foreign Mortgagors of the process will not invalidate the proceedings concerned.

26.6 As used in Clause 26.5 above, the expression "process agent" includes, where the context permits, a substitute process agent.

Waiver of Immunity

26.7 To the extent that each Mortgagor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), each Mortgagor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS of which this Deed has been duly executed by each Mortgagor as a deed and by the Collateral Agent under hand and is intended to be and is delivered on the day and year first above written.

Schedule 1

Part 1

The Mortgagors

Company	Company Description
Aimia Foods Group Limited	A company incorporated under the laws of England and Wales with company registration number 05202201
Aimia Foods Holdings Limited	A company incorporated under the laws of England and Wales with company registration number 06201887
Cott Retail Brands Limited	A company incorporated under the laws of England and Wales with company registration number 02865761
Cott UK Acquisition Limited	A company incorporated under the laws of England and Wales with company registration number 07335818
Cott Ventures UK Limited	A company incorporated under the laws of England and Wales with company registration number 09035791
Eden Springs Nederland B.V.	A company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 27198876 (the “ Dutch Mortgagor ”)
Primo Water Corporation	A company organized under the laws of Canada (the “ Canadian Mortgagor ”)
Total Water Solutions Limited	A company incorporated under the laws of England and Wales with company registration number 09038049

Part 2

The Companies

Company	Registered Number	Registered Office Address
Aimia Foods Limited	01542173	Penny Lane, Haydock, Merseyside, WA11 0QZ
Aimia Foods Group Limited	05202201	Penny Lane, Haydock, Merseyside, WA11 0QZ
Aimia Foods Holdings Limited	06201887	Penny Lane, Haydock, Merseyside, WA11 0QZ
Cott Retail Brands Limited	02865761	C/O Aimia Foods Limited Penny Lane, Haydock, St. Helens, England, WA11 0QZ
Cott UK Acquisition Limited	07335818	C/O Aimia Foods Limited Penny Lane, Haydock, St. Helens, England, WA11 0QZ

Company	Registered Number	Registered Office Address
Cott Ventures UK Limited	09035791	C/O Aimia Foods Limited Penny Lane, Haydock, St. Helens, England, WA11 0QZ
Eden Springs UK Limited	04063744	Unit D Fleming Centre, Fleming Way, Crawley, United Kingdom, RH10 9NN
Total Water Solutions Limited	09038049	C/O Aimia Foods Limited Penny Lane, Haydock, St. Helens, England, WA11 0QZ

Schedule 2

Securities

Company	Issued Share Capital	Description and Number of Shares
Aimia Foods Holdings Limited	500000	Ordinary shares of £1.00 each
Aimia Foods Group Limited	250000	Ordinary shares of £1.00 each
Aimia Foods Limited	800	Ordinary shares of £1.00 each
Cott UK Acquisition Limited	172639870	Ordinary shares of £0.01 each
Cott Retail Brands Limited	60918348	Ordinary shares of £0.01 each
Cott Ventures UK Limited	91630573	Ordinary shares of £0.61 each
Eden Springs UK Limited	25942237	Ordinary shares of £1.00 each
Total Water Solutions Limited	49138344	Ordinary shares of £0.61 each

Execution Page

THE MORTGAGORS

Executed as a deed by)

Claire Duffy as authorised signatory)

for AIMIA FOODS GROUP LIMITED)

In the presence of)

Signature of Witness

Name of Witness

Address of Witness

Paul Duffy

Executed as a deed by)

Claire Duffy as authorised signatory)

for AIMIA FOODS HOLDINGS LIMITED)

In the presence of)

Signature of Witness

Name of Witness

Address of Witness

Paul Duffy

Executed as a deed on behalf of)

PRIMO WATER CORPORATION a company)

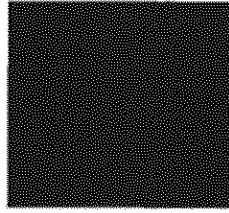
organized under the laws of Canada, by)

Jeffrey F. Manzella, Esq.

being a person who in accordance with the laws of that
territory

is acting with the

authority of **PRIMO WATER CORPORATION**



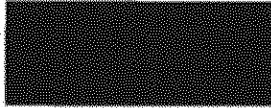
Authorised Signatory

Executed as a deed by)

Claire Duffy as authorised signatory)

for **COTT UK ACQUISITION LIMITED**)

In the presence of)



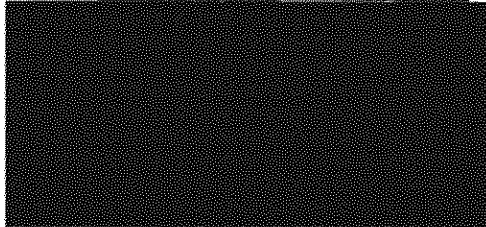
Signature of Witness



Name of Witness

Paul Duffy

Address of Witness



Executed as a deed by)

Claire Duffy as authorised signatory)

for **COTT RETAIL BRANDS LIMITED**)

In the presence of)

Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by)

Claire Duffy as authorised signatory)

for **COTT VENTURES UK LIMITED**)

In the presence of)

Signature of Witness

Name of Witness

Address of Witness

Executed as a deed on behalf of)

EDEN SPRINGS NEDERLAND B.V. a)

company incorporated under the laws of the)

Netherlands, by Jeffrey F. Manzella, Esq.

being a person who in accordance with the laws of that
territory

is acting with the

authority of **EDEN SPRINGS NEDERLAND B.V.**

Executed as a deed by)

Claire DuAy as authorised signatory)

for **TOTAL WATER SOLUTIONS LIMITED**)

In the presence of)

Signature of Witness

Name of Witness

Address of Witness

[Redacted Signature]

Paul DuAy

[Redacted Address]

THE COLLATERAL AGENT

BANK OF AMERICA, N.A.

By:

Name:

Title:

Executed as a deed on behalf of)
EDEN SPRINGS NEDERLAND B.V. a)
company incorporated under the laws of the)
Netherlands, by)
being a person who in accordance with the laws of that
territory
is acting with the
authority of **EDEN SPRINGS NEDERLAND B.V.**

Executed as a deed by)
_____ as authorised signatory)
for **TOTAL WATER SOLUTIONS LIMITED**)
In the presence of)

Signature of Witness

Name of Witness

Address of Witness

THE COLLATERAL AGENT

BANK OF AMERICA, N.A.

By: 

Name: *Gordon E. Hoge*

Title: *Vice President*